AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
May 6, 2025 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier's Farmers Market will be Saturday, May 10th from 8am until 12pm at the former Singing River Mall Property.

2. Tasty Thursday will be May 22nd, starting at 11am at the former Singing River Mall Property.

3. Memorial Day – Avenue of the Flags Ceremony, hosted by American Legion Post 1992 and the City of Gautier, will be May 27, 2025 at 11am at the Veterans Tribute Tower.

4. Gautier's Outdoor Movie Night, featuring Disney/Pixar's Inside Out, will be Friday, June 13th, starting at 8pm at the Gautier Sportsplex.

IV. Presentation Agenda

1. National Safe Boating Week Proclamation

V. Business Agenda

1. Consideration for Abatement at 2804 Flounder Circle, Gautier, MS

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

2. Consideration for Abatement of 3616 Hwy 90, Gautier, MS

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

3. Approval of the 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 April 15, 2025**

2. **Approval of the Contract Agreement between the City of Gautier and Jackson County Election Commission for the municipal general election**

3. **Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Fiscal Year 2024 Financial Disclosure Statement**

4. **Authorization to Acknowledge Bids and Award Contract for Belk Canopy Demolition Project**

5. **Authorization to waive Pavilion rental fee at Bacot Park for College Park Elementary**

6. **Authorization to enter into an agreement with Federal Railroad Administration for the Dolphin Drive CSX Grade Separation Project**

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 May 20, 2025 at 6:30pm
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
May 6, 2025

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier's Farmers Market will be Saturday, May 10th from 8am until 12pm at the former Singing River Mall Property.**

2. **Tasty Thursday will be May 22nd starting at 11am at the former Singing River Mall Property.**

3. **Memorial Day – Avenue of the Flags Ceremony, hosted by American Legion Post 1992 and the City of Gautier, will be May 27, 2025 at 11am at the Veterans Tribute Tower.**

4. **Gautier's Outdoor Movie Night, featuring Disney/Pixar's Inside Out, will be Friday, June 13th, starting at 8pm at the Gautier Sportsplex.**

NOTES:

MAY 10TH

Come be a part of the

GAUTIER

FARMER'S MARKET

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

2ND SAT MAY- SEPT. 8AM-12PM

To become a vendor call 228-497-2244

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

GAUTIER PRESENTS

TASTY THURSDAY!

4TH

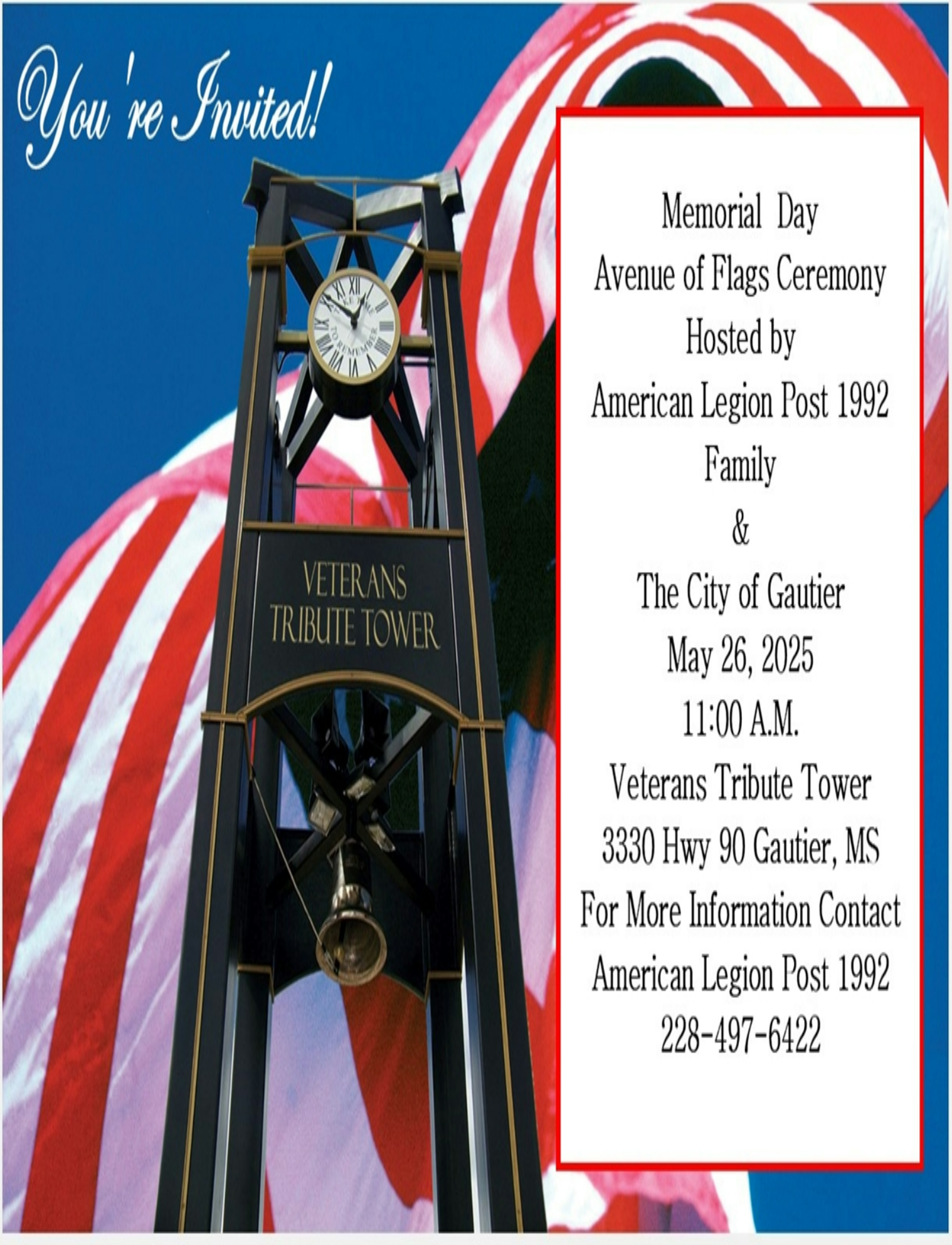
THUR.

11 AM

GOOD EATS FROM AWESOME FOOD TRUCKS

SINGING RIVER MALL PROPERTY

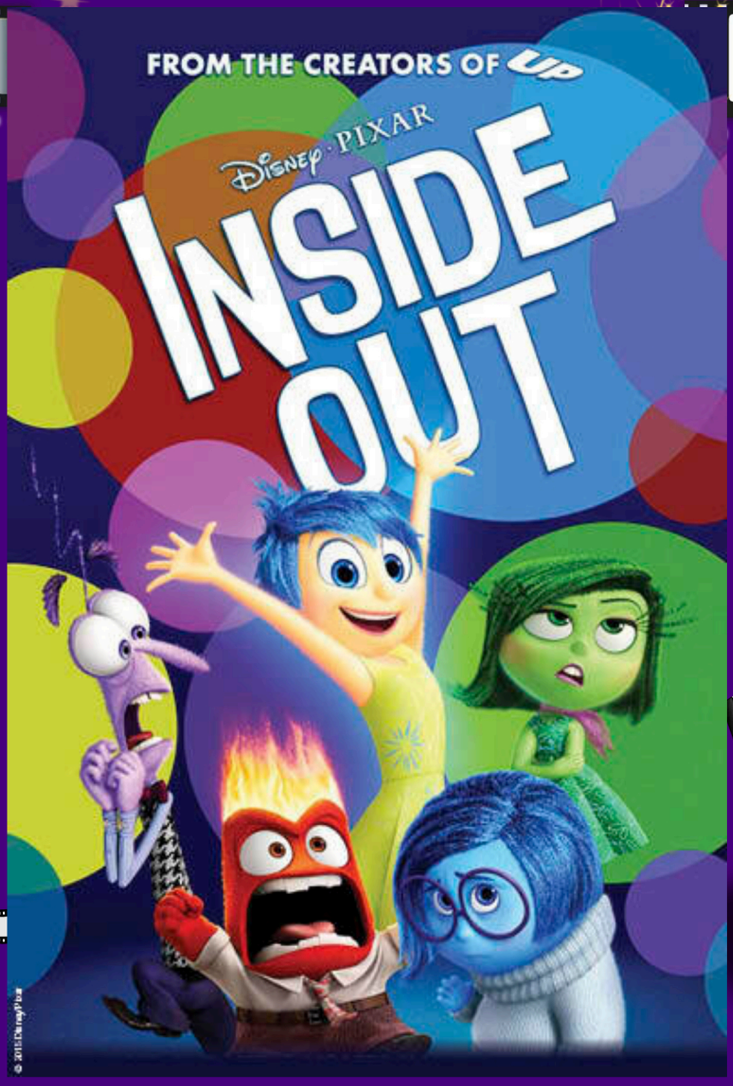
2800 HWY 90 GAUTIER, MS


You're Invited!
VETERANS
TRIBUTE TOWER
Memorial Day
Avenue of Flags Ceremony
Hosted by
American Legion Post 1992
Family
&
The City of Gautier
May 26, 2025
11:00 A.M.
Veterans Tribute Tower
3330 Hwy 90 Gautier, MS
For More Information Contact
American Legion Post 1992
228-497-6422

CITY OF GAUTIER

OUTDOOR MOVIE NIGHT

FREE POPCORN



FREE EVENT

FRIDAY JUNE 13TH 8:00 PM

BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON THE BIG SCREEN

GAUTIER SPORTSPLEX 2715 HWY 90 GAUTIER, MS

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
May 6, 2025

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. **National Safe Boating Week Proclamation**

NOTES:

CITY OF GAUTIER
PROCLAMATION

A Proclamation designating the week of May 17th through May 25th as
National Safe Boating Week

WHEREAS, National Safe Boating Week is observed to reinforce awareness of and attention to important life-saving procedures so Recreational Boaters can be safe and have enjoyable 'on the water' experiences throughout the year; and

WHEREAS, the vast majority of boating accidents are caused by human error, poor judgement, and a lack of awareness of recreational Boating Safety Regulations; and

WHEREAS, our local U.S. Coast Guard Auxiliary Flotilla promotes and proactively supports all aspects of the USCG Recreational Boating Safety Program; and

WHEREAS, we recognize the goals of the **National Safe Boating Campaign** are proactively supported by **USCG Station Pascagoula, Flotilla 38 of the USCG Auxiliary Recreational Safety Boating Program** and in the interest of promoting **Recreational Boating Safety** throughout the **City of Gautier** and its environs; and

NOW THEREFORE, We, Mayor and Council of the City of Gautier, Mississippi, do hereby support the goals of the North American Safe Boating Campaign and proclaim May 17th through May 25th, 2025 as

NATIONAL SAFE BOATING WEEK,

and encourage all individuals who participate in boating activities, in our municipality, to also observe this occasion by learning more about safe boating practices and by taking advantage of boating safety education opportunities throughout the year.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 6th day of May, 2025.

_____
Mayor Casey Vaughan
City of Gautier, Mississippi

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**May 6, 2025**
Title:	**Consideration for Abatement at 2804 Flounder Circle, Gautier, MS**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consideration for an Abatement at 2804 Flounder Circle, Gautier, MS.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

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

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, after proper notice, on or about May 6, 2025, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 2804 Flounder Circle, Gautier, MS; and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanliness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 2804 Flounder Circle, Gautier, MS 39553, by demolishing the mobile home and removing all debris from the lot, as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of $1500.00 or 50% of the actual cost of cleaning the property, whichever is more.

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 6, 2025.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 04/28/2025
Subject: Consider Abatement of 2804 Flounder Circle, Gautier, MS (James Eric Minor)

REQUEST:
Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to remove the mobile home from the property by tearing it down and hauling away the debris.

BACKGROUND:

DISCUSSION:
A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. A records check revealed that there have been SIX (6) Code Enforcement cases for 2804 Flounder Circle since June 28, 2018. On March 18, 2025, code enforcement was notified that people were moving items into the mobile home located at 2804 Flounder Circle. Previous case notes from May 6, 2024, showed that a complaint from a tenant who was moving out at the time had advised that the ceiling/roof was falling in. Code Enforcement drove by the property and observed multiple individuals working on the property. Code Enforcement and a Building Inspector responded to the address and were allowed on the property by the tenant, who presented a lease. Code Enforcement observed that the floor was sagging and bowed downward indicating that the floors were not structurally sound and unsafe. The ceiling in the back bedroom was falling with mold also visible on the ceiling. The back porch was falling apart and started to collapse when stepped on. This property was rented out in this condition by a reported Property Manager. The property was condemned on March 19, 2025, by the Planning Director. Both the owners on record have been given the appropriate time to respond to and attend the abatement hearing so that they may present any objection or defense to the abatement of this property. There has been no active water account since May 6, 2024. The house is unsecured and is not being protected from vagrants; the yard is not being maintained to ward off rodents. There are piles of tree limbs, trash, and debris located on the property that has contributed to this property becoming a blighted property in the neighborhood.

RECOMMENDATION:
Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property cleaned and secured by demolishing the mobile home and removing all debris from the lot after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:
1. Code Case Photos
2. Code Case History
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Parcel Tax Info
6. Memorandum Public Hearing Proposal

CITY OF GAUTIER
MEMORANDUM

To: Scott Ankerson, Planning Director

From: Eric Patterson, Code Enforcement

Date: MAY 6th, 2025

Subject: Abatement of 2804 Flounder Circle (demolish and remove the trailer)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to remove the mobile home from the property by tearing it down and hauling away the debris.

DISCUSSION:

A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. A records check revealed that there have been SIX (6) Code Enforcement cases for 2804 Flounder Circle since June 28, 2018. On March 18, 2025, code enforcement was notified that people were moving items into the mobile home located at 2804 Flounder Circle. Previous case notes from May 6, 2024, showed that a complaint from a tenant who was moving out at the time had advised that the ceiling/roof was falling in. Code Enforcement drove by the property and observed multiple individuals working on the property. Code Enforcement and a Building Inspector responded to the address and were allowed on the property by the tenant, who presented a lease. Code Enforcement observed that the floor was sagging and bowed downward indicating that the floors were not structurally sound and unsafe. The ceiling in the back bedroom was falling with mold also visible on the ceiling. The back porch was falling apart and started to collapse when stepped on. This property was rented out in this condition by a reported Property Manager. The property was condemned on March 19, 2025, by the Planning Director. Both the owners on record have been given the appropriate time to respond to and attend the abatement hearing so that they may present any objection or defense to

the abatement of this property. There has been no active water account since May 6, 2024. The house is unsecured and is not being protected from vagrants; the yard is not being maintained to ward off rodents. There are piles of tree limbs, trash, and debris located on the property that has contributed to this property becoming a blighted property in the neighborhood.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property cleaned and secured by demolishing the mobile home and removing all debris from the lot after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

1. Pictures of Property and Postings
2. Code Case History
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Parcel-Tax Information

Mayor: Casey Vaughan
At Large: Adam Colledge
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Gordon Gollott

Ward 4: Rusty Anderson
Ward 5: Dante Elbin
City Manager: Paula Yancey
City Attorney: Josh Danos
City Clerk: Teresa Montgomery

CITY OF GAUTIER

Nature's Playground

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on MAY 6TH, 2025, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community:

2804 FLOUNDER CIRCLE

Persons having an interest in said properties are herby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Mayor: Casey Vaughan
At Large: Adam Colledge
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Gordon Gollott

Ward 4: Rusty Anderson
Ward 5: Dante Elbin
City Manager: Paula Yancey
City Attorney: Josh Danos
City Clerk: Teresa Montgomery

CITY OF GAUTIER

Nature's Playground

APRIL 18, 2025

FROM: ERIC PATTERSON
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: ERIC JAMES MINOR
1705 MARINA DRIVE
GAUTIER, MS 39553
cc: 8886 CELESTE OAKS CT S,
SARALAND, AL 36571 /
SHILPA HONEYCUTT

Re: Notice of Public Hearing
2804 Flounder Circle

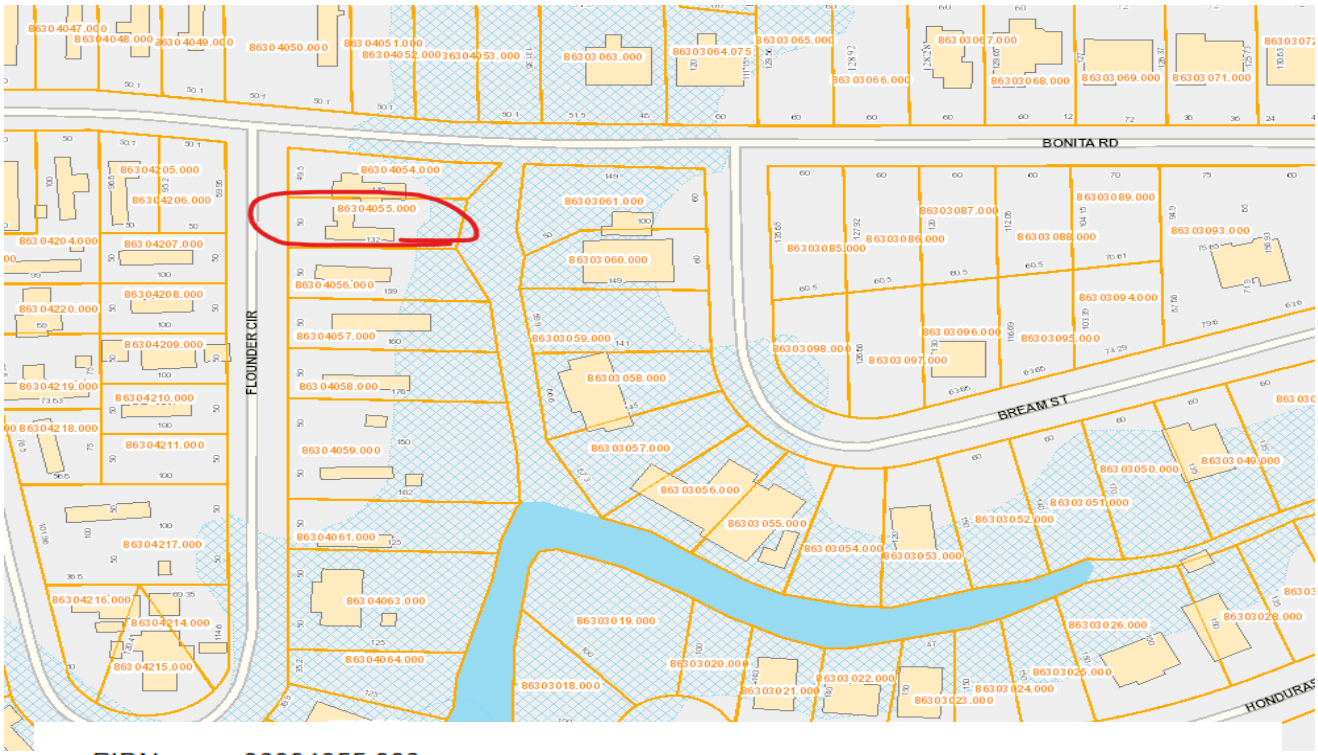
The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **2804 Flounder Circle, Gautier, MS, 39553.** The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **MAY 6, 2025, at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

ERIC PATTERSON



PIDN: 86304055.000

GISP: 872.03-01-0455.00

Owner Information

Percent of Ownership: 100

Name: MINOR JAMES ERIC

Name 2: C/O SHILPA HONEYCUTT

Mailing Address: 8886 CELESTE OAKS CT S
SARALAND AL
36571

Site Address: 2804 FLOUNDER CIR GAUTIER

Land Information

Section: 03 Acreage: 0

Township: 8

Range: 7

Street Name FLOUNDER CIR

Value and Tax Information

Total Assessed Value: 771 Total Appraised Value: 5140

Improvement Value: 1500 Land Value: 3640

Tax Amount: 108 SQ FT: 0 Year Built: 1964

Legal Description

Description: LOT 36 POINT CLEAR RIVIERA S/D S
EC I PB 10-24 DB 1169-350 (455 M
ap872.03-01)

Jackson County Mississippi

Powered by: Delta Computer Systems, Inc.

Property Link

JACKSON COUNTY, MS

Current Date **3/25/2025**

Tax Year 2023

Records Last Updated **3/24/2025**

PROPERTY DETAIL		
OWNER	MINOR JAMES ERIC	**ACRES :** .16
	C/O SHILPA HONEYCUTT	**LAND VALUE :** 3633
	8886 CELESTE OAKS CT S	**IMPROVEMENTS :** 1506
	SARALAND AL 36571	**TOTAL VALUE:** 5139
		ASSESSED : 771
PARCEL	86304055.000	
ADDRESS	2804 FLOUNDER	

TAX INFORMATION			
YEAR 2023	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	38.83	38.83	0.00
CITY	33.15	33.15	0.00
SCHOOL	36.78	36.78	0.00
PENALTY & OTHER	0.54	0.54	0.00
TOTAL	109.30	109.30	0.00

LAST PAYMENT DATE 2 / 12 / 2024

MISCELLANEOUS INFORMATION			
EXEMPT CODE		**LEGAL**	LOT 36 POINT CLEAR RIVIERA S/D
HOMESTEAD CODE	None		S
TAX DISTRICT	3840		EC I PB 10-24 DB 1169-350 (455
PPIN	071955		M
SECTION	03		ap872.03-01)
TOWNSHIP	8		
RANGE	7		
Book	**Page**		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	**Sold To**	**Redeemed Date/By**
2017	LONG LAND INVESTMENTS, INC	12/21/2018 SHILPA M HONEYCUTT
2016	SKL INVESTMENTS INC	3/ 8/2018 MALENIA LLC

Back

CODE CASE DETAILED REPORT CODE-000296-2018
FOR CITY OF GAUTIER

Case Type: Code
Status: Resolved
Assigned To: Code Enforcement
Project:
District:
Description: Overgrown property
Opened Date: 06/28/2018
Closed Date: 07/02/2018

Address: 2804 Flounder Cir Main
Gautier, MS 39553

Note	Created By	Date and Time Created
1. The property is overgrown. I sent letter to owner and location and property manager	Code Enforcement	6/28/2018 11:09 am

CODE CASE DETAILED REPORT CODE-001197-2020
FOR CITY OF GAUTIER

Case Type: Code
Status: Resolved
Assigned To: Code Enforcement
Project:
District:
Description: inop/ vehicles -yard & street
Opened Date: 06/24/2020
Closed Date: 07/13/2020

Parcel: 86304055.000 Main
Address: 2804 Flounder Cir Main
Gautier, MS 39553
Zone: R-3 (Residential - 3 Family)

Owner
Barbara Aguillard
3677 Mackeral Dr
Gautier, MS 39553
Mobile: 2282173747

Note	Created By	Date and Time Created
1. I text the owner and the maintenance man about the property.	Code Enforcement	6/24/2020 2:10 pm
2. The inoperable vehicles have been removed from the street and the yard.	Code Enforcement	7/13/2020 12:11 pm

CODE CASE DETAILED REPORT CODE-001273-2020
FOR CITY OF GAUTIER

Case Type: Code
Status: Resolved
Assigned To: Code Enforcement
Project:
District:
Description: inoperable vehicles
Opened Date: 08/18/2020
Closed Date: 01/27/2021

Parcel: 86304055.000 Main
Address: 2804 Flounder Cir Main
Gautier, MS 39553
Zone: R-3 (Residential - 3 Family)

Owner
Barbara Aguillard
3677 Mackeral Dr
Gautier, MS 39553
Mobile: 2282173747

Note		Created By	Date and Time Created
1.	I sent a notice to the resident about the inoperable vehicles and outside storage. I will contact the owner and the maintenance man about the property also.	Code Enforcement	8/18/2020 11:13 am
2.	The inoperable vehicles and outside storage are still in the front yard and ditch.	Code Enforcement	8/25/2020 12:54 pm
3.	The one vehicle has been removed from the ditch.	Code Enforcement	8/26/2020 2:11 pm
4.	I signed affidavit for Mr. Bond	Code Enforcement	9/8/2020 3:46 pm
5.	The vehicles are still stored in the front yard.	Code Enforcement	9/22/2020 11:04 am
6.	The vehicles are still in the front yard. The tenant was working on one of the vehicles when I went by the trailer.	Code Enforcement	9/28/2020 2:17 pm
7.	All 3 inoperable vehicles are still in the front yard.	Code Enforcement	10/6/2020 10:27 am
8.	Two inoperable vehicles still on the property and outside storage still there.	Code Enforcement	10/19/2020 3:36 pm
9.	One inoperable vehicle still stored next to the house.	Code Enforcement	11/5/2020 2:22 pm
10.	The tenant pled guilty to the inoperable vehicles. One vehicle is still on the property.	Code Enforcement	11/10/2020 1:59 pm
11.	The inoperable vehicles have been removed from the property.	Code Enforcement	1/27/2021 12:34 pm

CODE CASE DETAILED REPORT CODE-002543-2022
FOR CITY OF GAUTIER

Case Type: Code
Status: Resolved
Assigned To: Melissa Chandler
Project:
District:
Description: Living without Water
Opened Date: 03/15/2022
Closed Date: 04/07/2022

Parcel: 86304055.000 Main
Address: 2804 Flounder Cir Main
Gautier, MS 39553
Zone: R-3 (Residential - 3 Family)

Owner
Barbara Aguillard
3677 Mackeral Dr
Gautier, MS 39553
Mobile: 2282173747

Note		Created By	Date and Time Created
1.	Door hanger was given. Tenent has 3 day's to have water turned on	Melissa Chandler	3/15/2022 9:29 am

CODE CASE DETAILED REPORT CODE-006054-2024
FOR CITY OF GAUTIER

Case Type:	Code	**Project:**		**Opened Date:**	05/06/2024
Status:	Resolved	**District:**		**Closed Date:**	05/06/2024
Assigned To:	Patrick Fagan	**Description:**	FYI. meter tampering/unsafe trailer		

Address: 2804 Flounder Main

Note	Created By	Date and Time Created
1. The tenant moved out and called to say after the last power release was approved that Noel came and took the entire porch and steps off to move to another trailer. She said the roof is falling in on the inside in one of the rooms. She said the previous officer was requested to come out there personally to approve the power release because he/she would turn it on and let them make the repairs later. She said Noel took the breakers off on the outside because she was with-holding rent until he fixed these things. Singing River Electric sent someone out there to investigate "meter tampering." This property has been flagged in their system to have it re-inspected by Code Enforcement before the power can be turned back on.	Patrick Fagan	5/6/2024 12:06 pm
2. Cecilia Parr 623-4230. RP. she emailed pics for proof.	Patrick Fagan	5/6/2024 12:06 pm
3. pictures on PF computer and emailed to JFranklin & ABang.	Patrick Fagan	5/7/2024 7:39 am
4. Requested condemnation from Director.	Patrick Fagan	5/7/2024 7:40 am
5. withdrew condemnation ltr and never mailed it. Front door was wide open so I looked in it. Everything wrong with it can be repaired. The inside is no where near as bad as the pictures the RP sent to us. The two trailers on either side of this one are 5 times worse.	Patrick Fagan	5/7/2024 4:35 pm
6. singing river said there was no meter tampering.	Patrick Fagan	5/7/2024 4:36 pm

CODE CASE DETAILED REPORT CODE-007897-2025
FOR CITY OF GAUTIER

Case Type:	Code	**Project:**		**Opened Date:**	03/18/2025
Status:	Resolved	**District:**		**Closed Date:**	03/19/2025
Assigned To:	Officer 3	**Description:**	PROPERTY CONDEMNED. UNSAFE. NOT STRUCTURALLY SOUND.		

Address: 2804 Flounder Main

Note	Created By	Date and Time Created
1. Got an anonymas tip that there was people moving furniture and items into a trailer on Flounder Circle that had a history of being unsafe and uninhabitable. I drove by the property at 2804 Flounder and found people working on the property. I stopped in front of the house where I was approached by a white male. He advised that they were making repairs to be able to move in and get the inspection done on the property. He also advised that he had rented the property, had a lease, and had already paid the property manager (Noel Goff). I called Addie at the front desk of the planning department and reported what I was told. Building inspector Joe Franklin came out and we stopped the active work that was going on. Joe and I were allowed in the home by the tenant. We found that the floors were sagging and the roof was falling in in the back room. There was mold on the ceiling of the back room and the floor was very soft throughout. I showed the photos of the inside of the structure to Scott (director of planning/zoning) and he advised it was to be condemned and added to the abatement list to be removed. I got two condemn stickers and two NOT HABITABLE stickers signed by scott and placed them on the front and side entrances of the home. The property is officially condemned.	Officer 3	3/19/2025 12:46 pm

03-18 13:49:58
000_000000

2025-03-18 13:49:01
PE00000_000000

2025-03-18 13:50:12
PE00000_000000

3:53:15

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:	**May 6, 2025**
Title:	**Consideration for Abatement at 3616 Highway 90, Gautier, MS**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consideration for an Abatement at 3616 Highway 90, Gautier, MS.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

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

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, after proper notice, on or about May 6, 2025, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 3616 Highway 90, Gautier, MS; and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanliness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 3616 Highway 90, Gautier, MS 39553, by mowing the property, as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of $1500.00 or 50% of the actual cost of cleaning the property, whichever is more.

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 6, 2025.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 04/28/2025
Subject: Consider Abatement of 3616 Hwy 90, Gautier, MS (Luu Toan Boa)

REQUEST:
Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to mow this property.

BACKGROUND:

DISCUSSION:
This property has been overgrown since late August 2024. There have been 3 complaints from citizens for overgrown grass on this property since late 2024. The grass is 4ft tall in various places. To date, this property is the only property on HWY 90 that is not being maintained. The owner of the property, who resides out of Mississippi, stated via 2 different phone calls in April 2024, that she would have the property mowed. To date the property has not been cut. Mowing it now will be a significant enhancement to the appearance of the neighboring business alongside this lot. Furthermore, removing the overgrown grass that has grown up against the house will make the property safer by removing a fire hazard.

RECOMMENDATION:
Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property mowed after the statutory 10-day appeal period from the date of Council adjournment

ATTACHMENTS:
1. Photos of Property
2. Parcel & Tax Info
3. Abatement Heaing Notification Letter
4. Abatement Public Notice Posted
5. Memorandum Public Hearing Proposal

CITY OF GAUTIER
MEMORANDUM

To: Scott Ankerson, Planning Director

From: Patrick Fagan, Code Enforcement

Date: April 24, 2025

Subject: Abatement of 3616 HWY 90 (mow only)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to mow this property.

DISCUSSION:

This property has been overgrown since late August 2024. There have been 3 complaints from citizens for overgrown grass on this property since late 2024. The grass is 4ft tall in various places. To date, this property is the only property on HWY 90 that is not being maintained. The owner of the property, who resides out of Mississippi, stated via 2 different phone calls in April 2024, that she would have the property mowed. To date the property has not been cut. Mowing it now will be a significant enhancement to the appearance of the neighboring business alongside this lot. Furthermore, removing the overgrown grass that has grown up against the house will make the property safer by removing a fire hazard.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property mowed after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

1. Photos of Property
2. Parcel & Tax Information
3. Abatement Hearing Notification Letter
4. Abatement Public Notice Posted

Mayor: Casey Vaughan
At Large: Adam Colledge
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Gordon Gollott

Ward 4: Rusty Anderson
Ward 5: Dante Elbin
City Manager: Paula Yancey
City Attorney: Josh Danos
City Clerk: Teresa Montgomery

CITY OF GAUTIER

Nature's Playground

April 9, 2025

FROM: Patrick Fagan
Code Enforcement
Gautier, MS. 39553

TO: LUU TOAN BAO
2914 GLEN ALDEN CT
SAN JOSE CA, 95148

Re: Notice of Public Hearing
3616 Hwy 90

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **3616 Hwy 90, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **May 6, 2025 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

P Fagan

Patrick Fagan

Mayor: Casey Vaughan
At Large: Adam Colledge
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Gordon Gollott

Ward 4: Rusty Anderson
Ward 5: Dante Elbin
City Manager: Paula Yancey
City Attorney: Josh Danos
City Clerk: Teresa Montgomery

CITY OF GAUTIER

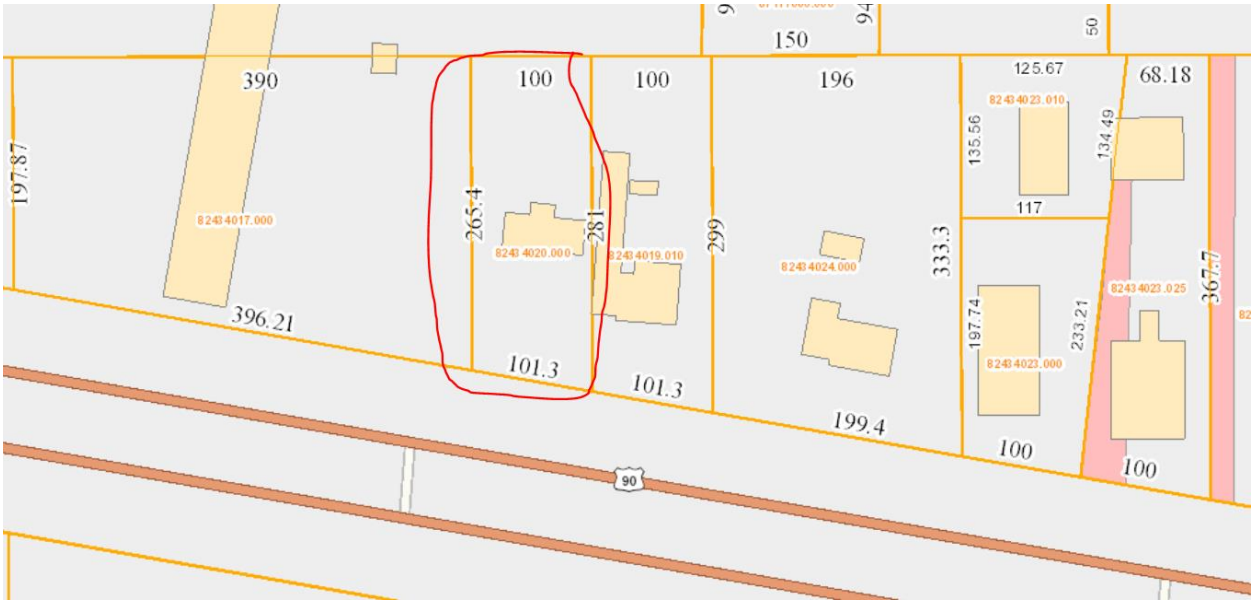
Nature's Playground

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on May 6, 2025, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community:

3616 HWY 90

Persons having an interest in said properties are herby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.



Property Link

JACKSON COUNTY, MS

Current Date **4/24/2025**

Tax Year 2023

Records Last Updated **4/23/2025**

PROPERTY DETAIL		
OWNER	LUU TOAN BAO	**ACRES :** .60
	2914 GLEN ALDEN CT	**LAND VALUE :** 5086
		IMPROVEMENTS : 33100
	SAN JOSE CA 95148	**TOTAL VALUE:** 38186
		ASSESSED : 5728
PARCEL	82434020.000	
ADDRESS	3616 HWY 90	

TAX INFORMATION			
YEAR 2023	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	288.46	288.46	0.00
CITY	246.30	246.30	0.00
SCHOOL	273.23	273.23	0.00
TOTAL	807.99	807.99	0.00

LAST PAYMENT DATE 1 / 11 / 2024

MISCELLANEOUS INFORMATION			
EXEMPT CODE		**LEGAL**	COM N/M OLD SPANISH TRAIL & E/
HOMESTEAD CODE	None		L
TAX DISTRICT	3840		SEC 34 N 76 DEG W 1320' N TO N
PPIN	065538		/M
SECTION	34		HWY 90 N 79 DEG W 101.3' FOR
TOWNSHIP	7		PO
RANGE	7		B N 281' W 100' S 265.4' S 79
			DE
Book	**Page**		

CITY OF GAUTIER
CODE ENFORCEMENT
PUBLIC HEARING NOTICE
PARCEL NO:
ADDRESS NO:
HEARING ON:
AT 6:00 PM CITY HALL
3330 HIGHWAY 90, GAUTIER, MS
ANY QUESTIONS, PLEASE CALL 228-497-1370

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:	**May 6, 2025**
Title:	**Approval of the Docket of Claims**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

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

Action Taken:

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

ORDER NUMBER 000-2025

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 6, 2025.

Docket of Claims
Release date from 05/06/2025 thru 05/06/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CIVICPLUS INC	251768	05/06/2025	04/03/2025			3,768.53	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-699 MUNICODE/FS SUPPL SUBSCRPTN			332219	05/30/2025			3,768.53
001	AGJ SYSTEMS & NETWORKS INC	251934	05/06/2025	04/21/2025			7,769.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 MAY 2025: MSP COMPLETE CARE			MSP-122095	05/01/2025			6,200.00
	001-092-606 MAY 2025: MS365 EXC (78)			122176	05/01/2025			429.00
	001-092-606 MAY 2025: MS365 BUS (32)			122176	05/01/2025			464.00
	001-092-606 MAY 2025: LITIGATN HOLD (17)			122176	05/01/2025			76.50
	001-092-606 MAY 2025: BACKUP SERVER (2)			122208	05/01/2025			600.00
001	DELTA COMPUTER SYSTEMS INC	251935	05/06/2025	04/21/2025			690.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 MAY 2025 ACCT SOFTWARE MAINT			DHLMN17335	04/15/2025			490.00
	001-092-606 MAY 2025 PRIV LIC SW MAINT			DHLMN17336	04/15/2025			200.00
001	TRAVELERS CL REMITTANCE CENTER	251936	05/06/2025	04/21/2025			291.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-625 ADD VEHICLE: AUTO POLICY			4394J5094	04/11/2025			291.00
001	SCOTT INSURANCE SERVICES LLC	251937	05/06/2025	04/21/2025			5,525.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-625 SURETY BOND RENEWAL			53762	04/11/2025			6,050.00
	001-092-625 ADJ POSITION SCHEDULE (3)			53896	04/23/2025			-525.00
001	TRACI L WEBB	251938	05/06/2025	04/21/2025			408.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 PER DIEM ADV: TAC CLASS			05112025	04/11/2025			408.00
001	BETHANY DELANCEY	251939	05/06/2025	04/21/2025			15.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-030-699 POST VOTED HISTORY: PRIMARY			04012025	04/08/2025			15.00
001	YURICA HARTLEY	251940	05/06/2025	04/21/2025			49.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-030-699 POST VOTED HISTORY: PRIMARY			04012025	04/08/2025			49.50
001	MISSISSIPPI POWER	251941	05/06/2025	04/21/2025			1,155.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-628 MAR 2025 LEASE: BACOT			0796886005	04/04/2025			1,155.00
001	COMM-TECH SOLUTIONS INC	251942	05/06/2025	04/21/2025			75.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-639 SERV CALL: CH SWITCHBOARD			17418	04/11/2025			75.00
001	ACE HARDWARE OF OCEAN SPRINGS	251943	05/06/2025	04/21/2025			42.22	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-639 NYLON LINE PR 230' (2)			41441799	04/10/2025			42.22

Docket of Claims
Release date from 05/06/2025 thru 05/06/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PYRO SHOWS INC	251944	05/06/2025	04/21/2025			8,000.00	
	Account Number: 001-170-513 — Description: FIREWORKS: M GRAS TAILGATE — Invoice #: 21390 — Date: 02/24/2025 — P.O. — Amount: 8,000.00							
001	WARREN PAVING INC	251945	05/06/2025	04/21/2025			278.16	
	Account Number: 001-201-576 — Description: 3.04 TNS ASPHALT: POTHOLES — Invoice #: 105290 — Date: 04/03/2025 — P.O. — Amount: 278.16							
001	AIRGAS USA LLC	251946	05/06/2025	04/21/2025			583.21	
	Account Number: 001-205-588 — Description: CYLINDER RENTAL — Invoice #: 5515396099 — Date: 03/31/2025 — P.O. — Amount: 583.21							
001	MISSISSIPPI SONGWRITERS FESTIVAL INC	251953	05/06/2025	04/21/2025			1,000.00	
	Account Number: 001-170-645 — Description: 2025 EVENT SPONSORSHIP — Invoice #: 09182025 — Date: 04/21/2025 — P.O. — Amount: 1,000.00							
001	ELECTION SYSTEMS AND SOFTWARE LLC	251955	05/06/2025	04/22/2025			2,000.00	
	Account Number: 001-030-699 — Description: CODING & SUPPORT: PRIMARY — Invoice #: CD2117841 — Date: 04/01/2025 — P.O. — Amount: 2,000.00							
001	WASTE OIL COLLECTORS INC	251956	05/06/2025	04/22/2025			130.00	
	Account Number: 001-205-698 — Description: STOP CHG: PUMP USED OIL — Invoice #: 0028718 — Date: 04/21/2025 — P.O. — Amount: 80.00							
	Account Number: 001-205-698 — Description: OIL FILTER DISPOSAL — Invoice #: 0028718 — Date: 04/21/2025 — P.O. — Amount: 50.00							
001	SOUTHERN PIPE & SUPPLY CO INC	251961	05/06/2025	04/22/2025			11.66	
	Account Number: 001-170-635 — Description: LAV HNGR(2);TANK-BOWL GASKET — Invoice #: 725615-00 — Date: 04/09/2025 — P.O. — Amount: 11.66							
001	COG 7M BOND ACCT	251969	05/06/2025	04/22/2025			548,983.33	
	Account Number: 001-000-104 — Description: TR MDOT WIRE: FUND 130 — Invoice #: 04112025 — Date: 04/11/2025 — P.O. — Amount: 548,983.33							
001	ADRIANNE CRAWFORD RHOADS	251977	05/06/2025	04/23/2025			600.00	
	Account Number: 001-010-602 — Description: PUBLIC DEFENDER: 227584 — Invoice #: 04142025 — Date: 04/15/2025 — P.O. — Amount: 200.00							
	Account Number: 001-010-602 — Description: PUBLIC DEFENDER: 227585 — Invoice #: 04142025 — Date: 04/15/2025 — P.O. — Amount: 200.00							
	Account Number: 001-010-602 — Description: PUBLIC DEFENDER: 227586 — Invoice #: 04142025 — Date: 04/15/2025 — P.O. — Amount: 200.00							
001	THE PET CONNECTION	251983	05/06/2025	04/24/2025			72.75	
	Account Number: 001-100-514 — Description: 3 DAY BOARDING FEE: LADY J — Invoice #: 257219 — Date: 04/21/2025 — P.O. — Amount: 72.75							
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	251992	05/06/2025	04/29/2025			63.62	
	Account Number: 001-100-514 — Description: MEDICATION (2): LADY J — Invoice #: 254456 — Date: 04/29/2025 — P.O. — Amount: 63.62							

Docket of Claims
Release date from 05/06/2025 thru 05/06/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RIDGDELL BROS INC	251993	05/06/2025	04/29/2025			2,604.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-680 MAY 2025 BED MNT: ENT SIGNS			23084182	04/28/2025			1,006.66
	001-201-679 MAY 2025 LAWN MNT: S HWY 90			23084181	04/28/2025			615.00
	001-201-679 MAY 2025 LAWN MNT:HWY 90 INTS			23084179	04/28/2025			983.33
001	VULCAN CONSTRUCTION MATERIAL LLC	251996	05/06/2025	04/29/2025			777.03	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 8.79TN MDOT: HGRACE RD CLPSE			3174080	04/15/2025			518.61
	001-201-576 4.38TN MDOT: HGRACE RD CLPSE			3179052	04/15/2025			258.42
001	SEYMOUR ENGINEERING PLLC	252001	05/06/2025	04/29/2025			5,850.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-603 ADDTL: CA/RPR LS UPGS 50%			9386	04/29/2025			5,850.00
001	SEYMOUR ENGINEERING PLLC	252002	05/06/2025	04/29/2025			6,919.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-603 CA/RPR: SS MAINS 90%			9390	04/29/2025			6,919.00
001	GLOBALSTAR	252007	05/06/2025	04/29/2025			103.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 MONTHLY SERVICE			0089607135	04/16/2025			103.99
001	RJ YOUNG COMPANY LLC	252008	05/06/2025	04/29/2025			155.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 UNL-J9T600-01 RENTAL FEE			INV7480714	04/28/2025			155.00
001	RJ YOUNG COMPANY LLC	252009	05/06/2025	04/29/2025			310.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 UNL-J7RK00-01 RENTAL FEE			INV7448360	04/07/2025			310.00
001	C SPIRE WIRELESS	252012	05/06/2025	04/29/2025			697.07	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-605 POLICE CELLS			0032680896	04/11/2025			490.19
	001-100-606 DATA CARDS (6)			0032680896	04/11/2025			206.88
001	AT&T	252013	05/06/2025	04/29/2025			4,938.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 MONTHLY SERVICE			2284978000	04/14/2025			4,938.12
001	AT&T	252014	05/06/2025	04/29/2025			37.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 NCIC MONITORING			2284970262	04/14/2025			37.75
001	SEYMOUR ENGINEERING PLLC	252018	05/06/2025	04/29/2025			590.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-094-603 SITE INSP: LEGAL DESCR CHG			9387	04/29/2025			140.00
	001-094-603 LEGACY PARK DEV MTG			9387	04/29/2025			225.00
	001-094-603 SSP KAYAK LAUNCH ISSUES			9387	04/29/2025			225.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	252020	05/06/2025	04/29/2025			156.95	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	APR 2025:POLICE 107718371	04082025	04/08/2025		156.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	252021	05/06/2025	04/29/2025			80.36	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	APR 2025:CBL BOX 118476316	04082025	04/08/2025		80.36

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	252022	05/06/2025	04/29/2025			151.95	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-698	APR 2025: GARAGE 134679919	04202025	04/20/2025		151.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	252026	05/06/2025	04/29/2025			9,985.87	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING 10054	04182025	04/24/2025		7,026.64
001-201-633	WM PAYNE 10054-100244008	04182025	04/24/2025		56.57
001-092-631	CITY HALL 10054	04182025	04/24/2025		879.86
001-170-631	FRAZIER PARK 10054	04182025	04/24/2025		61.59
001-170-631	SENIOR BLDG 10054	04182025	04/24/2025		249.10
001-161-631	CENTRAL FD 10054	04182025	04/24/2025		303.60
001-092-631	PUBLIC WORKS 10054	04182025	04/24/2025		262.42
001-092-631	HWY 90 SIGN 10054	04182025	04/24/2025		35.64
001-170-631	CITY PARK 10054	04182025	04/24/2025		259.62
001-201-629	SIGNAL LIGHTS 10054	04182025	04/24/2025		850.83

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ELAN FINANCIAL SERVICES	252027	05/06/2025	04/29/2025			5,288.90	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	SWEATSUIT(3);TEE(10):THURMAN	03062025	03/07/2025		326.90
001-205-559	3/4" CLK TORQUE WRENCH	03102025	03/11/2025		84.99
001-205-559	HEADLAMP;AA BTRY;PLUG;OILPAN	03102025	03/11/2025		13.92
001-205-559	DUAL CHUCK INFLATOR W/HOSE	03102025	03/11/2025		39.99
001-100-681	CPR TRNG: POWELL, S	03142025	03/17/2025		39.59
001-170-503	RAWLINGS BB PANTS (28)	03172025	03/18/2025		324.72
001-170-503	RAWLINGS BB PANTS (14)	03172025	03/18/2025		149.86
001-170-511	BINGO PRIZES: SR CITIZENS	03172025	03/18/2025		183.41
001-170-513	MOVIE LIC: THE GARFIELD MOVIE	03262025	03/27/2025		400.00
001-170-513	MOVIE LIC: INSIDE OUT (2015)	03262025	03/27/2025		450.00
001-170-513	MOVIE LIC: STROKER ACE	03262025	03/27/2025		450.00
001-170-513	MOVIE LIC: MONTERS UNIVERSITY	03262025	03/27/2025		450.00
001-170-513	SUPPLIES: EASTER EVENT	03262025	03/27/2025		225.20
001-170-513	LUNCH BAG W/LOGO(500):CRUISIN	03262025	03/27/2025		915.27
001-001-509	SR GRAD CORDS (15): GMYC	04032025	04/04/2025		79.00
001-021-559	VAST CONF CALL ANNUAL FEE	04062025	04/08/2025		254.77
001-092-606	ONEWAY APP: APR 2025	04072025	04/08/2025		75.00
001-090-535	TSHIRT (7); CAP (3): MAINT	04092025	04/09/2025		66.77
001-090-535	SS TECH BUTTON UP (6)	04082025	04/09/2025		128.34
001-170-513	GARFIELD MOVIE DVD: CAMPOUT	04082025	04/09/2025		17.96
001-205-559	3PC LINE CLAMP;RAD HOSE PLIER	04162025	04/17/2025		26.98
001-205-559	4PC HD PRY BAR SET	04162025	04/17/2025		16.99
001-092-625	CANINE INS RENEWAL: SEFI	04252025	04/25/2025		569.24

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	252028	05/06/2025	04/29/2025			595.68	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-631 BACOT LIGHTS 10137			04192025	04/25/2025			372.07
	001-201-629 SIGNAL LIGHTS 10138			04192025	04/25/2025			128.10
	001-170-631 ROUNDABOUT 102311004			04182025	04/24/2025			30.00
	001-201-633 WM PAYNE 100245001			04182025	04/24/2025			65.51
001	SINGING RIVER ELECTRIC COOPERATIVE	252029	05/06/2025	04/29/2025			940.83	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-633 DOLPHIN ST 94987002			04182025	04/24/2025			52.74
	001-201-633 DOLPHIN ST 94988002			04182025	04/24/2025			55.51
	001-201-633 DOLPHIN ST 94989002			04182025	04/24/2025			76.99
	001-201-633 DOLPHIN ST 94990002			04182025	04/24/2025			715.06
	001-201-633 BELK SIGN 97127001			04182025	04/24/2025			40.53
001	SINGING RIVER ELECTRIC COOPERATIVE	252030	05/06/2025	04/29/2025			791.12	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-631 SPORTS PAVILION 66582005			04182025	04/24/2025			56.87
	001-170-631 FITNESS TRAIL 109268001			04182025	04/24/2025			32.56
	001-170-631 SRM PW BOX 8 104459007			04182025	04/24/2025			30.00
	001-170-631 SRM VENUE 104312012			04182025	04/24/2025			30.00
	001-170-631 DOLPHIN PW BOX 6 110759006			04182025	04/24/2025			30.00
	001-161-631 MARTIN BLUFF FD 58380001			04172025	04/23/2025			200.63
	001-092-631 CITY LIMIT SIGN 17546			04172025	04/23/2025			37.88
	001-161-631 BROWN FD 95237002			04152025	04/22/2025			373.18
001	SINGING RIVER ELECTRIC COOPERATIVE	252031	05/06/2025	04/29/2025			1,994.35	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-631 POLICE STATION 66298004			04182025	04/24/2025			1,459.66
	001-201-629 SIGNAL LIGHT 89113001			04182025	04/24/2025			67.43
	001-170-631 CITY PARK RSTRMS89912001			04182025	04/24/2025			114.99
	001-201-633 STREET LIGHTS 90345002			04182025	04/24/2025			202.91
	001-092-631 RECORDS BLDG 90790001			04182025	04/24/2025			100.03
	001-170-631 FRAZIER RSTRMS 98546001			04182025	04/24/2025			49.33
001	SPARKLIGHT	252054	05/06/2025	04/30/2025			111.66	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 MAY 2025: CFD 122024086			04232025	04/23/2025			111.66
001	SPARKLIGHT	252055	05/06/2025	04/30/2025			96.71	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 MAY 2025: NFD 122024383			04232025	04/23/2025			96.71
001	SPARKLIGHT	252056	05/06/2025	04/30/2025			96.71	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 MAY 2025: SFD 122025091			04232025	04/23/2025			96.71

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001	FUELMAN	252057	05/06/2025	04/30/2025			2,233.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP68254659	04/14/2025			66.54
	001-100-525	UNL FUEL		NP68254659	04/14/2025			1,651.02
	001-161-525	UNL& DSL FUEL		NP68254659	04/14/2025			343.28
	001-170-525	UNL FUEL		NP68254659	04/14/2025			152.17
	001-205-525	DSL FUEL		NP68254659	04/14/2025			20.76
001	FUELMAN	252059	05/06/2025	04/30/2025			2,243.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP68308517	04/28/2025			129.36
	001-100-525	UNL FUEL		NP68308517	04/28/2025			1,600.45
	001-161-525	UNL&DSL FUEL		NP68308517	04/28/2025			376.58
	001-170-525	UNL FUEL		NP68308517	04/28/2025			136.70
001	FUELMAN	252063	05/06/2025	04/30/2025			3,186.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP68285616	04/21/2025			62.11
	001-100-525	UNL FUEL		NP68285616	04/21/2025			2,014.28
	001-161-525	UNL&DSL FUEL		NP68285616	04/21/2025			721.08
	001-170-525	UNL FUEL		NP68285616	04/21/2025			248.34
	001-205-525	UNL&DSL FUEL		NP68285616	04/21/2025			140.60
001	GALLS LLC	252066	05/06/2025	04/30/2025			628.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	PERFORMANCE POLO SM (3)		030952138	04/04/2025	250800		121.50
	001-100-535	PERFORMANCE POLO MD (5)		030952138	04/04/2025	250800		40.50
	001-100-535	PERFORMANCE POLO XL (3)		030952138	04/04/2025	250800		121.50
	001-100-535	SHIPPING		030952138	04/04/2025	250800		30.97
	001-100-535	PERFORMANCE POLO LG (3)		030983030	04/08/2025	250800		121.50
	001-100-535	SHIPPING		030983030	04/08/2025	250800		13.27
	001-100-535	PERFORMANCE POLO MD (5)		031039867	04/14/2025	250800		162.00
	001-100-535	SHIPPING		031039867	04/14/2025	250800		17.75
001	CAN'T MISS EMBROIDERY	252067	05/06/2025	04/30/2025			375.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	TRUE RED TSHIRT ASRT SZ (24)		29500	04/23/2025	250844		280.80
	001-161-535	TRUE RED TSHIRT XXL		29500	04/23/2025	250844		14.70
	001-161-535	SCRN FEE (4): THE SOUND/EMT		29500	04/23/2025	250844		80.00
001	TEAM ONE COMMUNICATIONS INC	252068	05/06/2025	04/30/2025			1,578.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	REPR APX4500 RADIO:471CVZ5083		1110028031	04/08/2025	250714		789.00
	001-100-639	REPR APX4000 RADIO:426CVZ4528		1110028041	04/08/2025	250713		789.00
001	REYNOLDS WHOLESALE CO	252069	05/06/2025	04/30/2025			3,619.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	PAPER TOWELS 30 ROLLS (3)		78585	04/04/2025	250798		110.85
	001-090-559	#1508 MFB TOWELS (4)		78585	04/04/2025	250798		103.80
	001-090-559	CS TISSUE 96 ROLLS (2)		78585	04/04/2025	250798		113.90

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001	REYNOLDS WHOLESALE CO	252069	05/06/2025	04/30/2025			3,619.27	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-559	30X36 WH CAN LINER 200CT (2)	78585	04/04/2025	250798	57.90
001-090-500	24X33 WH CAN LINER 500CT (2)	78585	04/04/2025	250798	65.90
001-090-500	LYSOL SPRAY 12CT	78585	04/04/2025	250798	83.88
001-090-559	PF LTX GLOVE LG 10/100CT	78585	04/04/2025	250798	70.00
001-090-559	OURFRESH FRAGRANCE DISP (3)	78585	04/04/2025	250798	32.85
001-090-559	OURFRESH CARTRIDGE (3)	78585	04/04/2025	250798	17.85
001-090-559	CS URINAL MATS	78585	04/04/2025	250798	63.70
001-090-559	CS TOILET MATS	78585	04/04/2025	250798	59.50
001-161-510	#1508 MFB TOWELS (6)	78682	04/22/2025	250835	161.70
001-161-510	CS TISSUE 96 ROLLS (4)	78682	04/22/2025	250835	227.80
001-161-510	409 SPRAY 32OZ 12CT	78682	04/22/2025	250835	59.88
001-201-559	38X63 CLR LINER 50CT (10)	78700	04/25/2025	250858	589.50
001-092-510	PAPER TOWELS 30 ROLLS (4)	78654	04/18/2025	250832	147.80
001-092-510	FUSHION TIME MIST SPRAY 12CT	78654	04/18/2025	250832	69.00
001-092-510	30X36 CAN LINER 200CT (3)	78654	04/18/2025	250832	86.85
001-092-510	WINDEX SPRAY 8CT	78654	04/18/2025	250832	42.32
001-092-510	CS 4305VB TISSUE (4)	78654	04/18/2025	250832	206.00
001-092-510	PURELL HAND SANITIZER 12CT	78654	04/18/2025	250832	71.40
001-092-510	1508 MFB TOWELS (6)	78654	04/18/2025	250832	161.70
001-092-510	COTTON MOP HEAD (3)	78654	04/18/2025	250832	19.50
001-092-510	91552 FOAMING SOAP	78654	04/18/2025	250832	75.30
001-092-510	LYSOL SPRAY 12CT (2)	78654	04/18/2025	250832	167.76
001-092-510	PF LATEX LG GLOVE 10/100(2)	78654	04/18/2025	250832	140.00
001-092-510	PINE SOL CONC 60OZ (3)	78654	04/18/2025	250832	29.25
001-092-510	TOILET DEODORIZER 12CT (2)	78654	04/18/2025	250832	72.00
001-092-510	NABC CLEANER GAL	78654	04/18/2025	250832	14.95
001-092-510	BLEACH GAL 6CT	78654	04/18/2025	250832	25.95
001-092-510	DIAL SOAP 12CT	78654	04/18/2025	250832	47.88
001-092-510	TOILET MATS	78654	04/18/2025	250832	59.50
001-092-510	OURFRESH CARTRIDGES 8CT	78654	04/18/2025	250832	47.60
001-092-510	4FT SCRAPPER	78654	04/18/2025	250832	33.95
001-092-510	URINAL SCREENS	78654	04/18/2025	250832	23.75
001-092-510	35QT MOP BUCKET W/ PRESS	78654	04/18/2025	250832	64.00
001-092-510	TRIGGER SPRAYERS (6)	78654	04/18/2025	250832	10.74
001-092-510	DAMP MOP FLOOR CLNR GAL (6)	78654	04/18/2025	250832	71.70
001-092-510	ODO-BAN GAL (4)	78654	04/18/2025	250832	51.96
001-092-510	CLOROX WIPES (12)	78654	04/18/2025	250832	59.40

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001	GOODGAMES INC	252071	05/06/2025	04/30/2025			112.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-559	8X10 SIGN:USE AT OWN RISK(8)	110057	04/04/2025	250749	112.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACTION PRINTING CENTER INC	252073	05/06/2025	04/30/2025			147.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-500	CASE CARDS (4000)	4581	02/19/2025	250497	147.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS FIRE ACADEMY	252074	05/06/2025	04/30/2025			1,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	FF NFPA 1001-I-II: BURSE,G	10756	04/11/2025	250457	500.00
001-161-681	FF NFPA 1001-I-II: HADLEY,K	10756	04/11/2025	250457	500.00

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001	GULF HYDRAULICS & PNEUMATICS INC	252075	05/06/2025	04/30/2025			236.52	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-639 RESEAL CYL 217-2648:JD TRACTOR			193827	04/17/2025	250824		46.52
	001-170-639 12LBS SHOP LABOR(2):JD TRACTOR			193827	04/17/2025	250824		190.00
001	LAWRENCE PRINTING COMPANY INC	252076	05/06/2025	04/30/2025			355.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-559 MINUTE BK 10 & 11: PLANNING			19287	04/23/2025	250796		326.06
	001-090-559 SHIPPING			19287	04/23/2025	250796		29.05
001	HARRISON COUNTY HCLETA	252077	05/06/2025	04/30/2025			4,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 BASIC LEO CADET: LOVEJOY, J			2025-009	02/12/2025	250622		4,000.00
001	DUNAWAY SIGNS INC	252080	05/06/2025	04/30/2025			312.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-559 PUBL HEARING SIGN 18X24(10)			44765	04/25/2025	250851		290.00
	001-090-559 WIRE STAKE (10): CODE ENF			44765	04/25/2025	250851		22.50
001	BOOT OUTLET LLC	252083	05/06/2025	04/30/2025			150.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 DUTY BOOT DP: GERMANY,K			37295	04/02/2025	250697		150.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	252085	05/06/2025	04/30/2025			755.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-559 WESTCOTT SS 8" SCISSORS (2)			6028968375	04/09/2025	250808		6.02
	001-090-500 VB 32GB USB FLASH DRIVE 10PK			6028968375	04/09/2025	250808		46.92
	001-090-500 BC 3.5X2 MATTE WHITE 250PK			6028968375	04/09/2025	250808		8.56
	001-090-500 SHARPIE KING SZ MARKERS 4PK			6028968375	04/09/2025	250808		5.90
	001-090-500 SHARPIE MARKER FINE 12PK			6028968375	04/09/2025	250808		8.28
	001-090-500 CS 8.5X11 COPY PAPER			6028968375	04/09/2025	250808		42.49
	001-090-500 HP 923 BL/CYAN/MAG/YEL SY 4PK			6028968375	04/09/2025	250808		80.99
	001-090-500 HP 305A REMAN CYAN SY TONER			6028968375	04/09/2025	250808		43.94
	001-090-500 HP 305A REMAN YEL SY TONER (2)			6028968375	04/09/2025	250808		87.88
	001-090-500 HP 305A REMAN MAG SY TONER (2)			6028968375	04/09/2025	250808		87.88
	001-090-500 HP 305X REMAN BL HY TONER (2)			6028968375	04/09/2025	250808		133.04
	001-090-500 NOTEPADS 8.5X11.75 WIDE 4PK (2			6028968375	04/09/2025	250808		29.08
	001-090-500 MEMO PADS 3X5 COLLEGE ASRT 5PK			6028968375	04/09/2025	250808		7.34
	001-090-500 ADDRESS LABELS 1X2-5/8 7500BX			6028968377	04/09/2025	250808		46.85
	001-090-500 HP 923E EVOMORE MAG HY INK			6028968377	04/09/2025	250808		32.69
	001-170-500 HP910XL/910 HY BL/C/M/Y 4PK			6029457788	04/16/2025	250823		87.89
001	A-1 TREE SERVICE INC	252089	05/06/2025	04/30/2025			1,500.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 REMV DEAD OAK(2): FITNESS TRL			04102025	04/10/2025	250806		1,500.00
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	252091	05/06/2025	04/30/2025			4,624.67	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 LS POLY SHIRT			1027	04/08/2025	250630		69.00
	001-100-535 POLY TROUSER 4-PKT NVY			1027	04/08/2025	250630		74.99

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	252091	05/06/2025	04/30/2025			4,624.67	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	FLEXRS SS BASE SHIRT NVY(3)	1027	04/08/2025	250630	207.00
001-100-535	FLEXRS LS BASE SHIRT NVY(3)	1027	04/08/2025	250630	224.97
001-100-535	FLEXRS TAC PANT NVY (3)	1027	04/08/2025	250630	237.00
001-100-535	AIRTEK DUTY BELT	1027	04/08/2025	250630	59.00
001-100-535	DELUXE POLICE SAFETY VEST	1106	04/08/2025	250692	30.99
001-100-535	REFLCT RAIN COAT LG	1106	04/08/2025	250692	79.99
001-100-535	W V2 TAC PANT KHAKI (5)	1106	04/08/2025	250692	299.95
001-100-535	SPORT-TEK COMP SHORT NVY(5)	1106	04/08/2025	250692	49.90
001-100-535	SB DELUXE DUTY BELT	1106	04/08/2025	250692	69.99
001-100-535	BUCKLELESS DUTY BELT	1106	04/08/2025	250692	34.99
001-100-535	FLEXRS SS BASE SHIRT NVY(2)	1106	04/08/2025	250692	118.00
001-100-535	FLEXRS LS BASE SHIRT NVY(3)	1106	04/08/2025	250692	192.00
001-100-535	FLEXRS TACT PANT NVY(3)	1106	04/08/2025	250692	237.00
001-100-535	SB 18" CLIP ON TIE NVY(5)	1106	04/08/2025	250692	54.95
001-100-535	SB 20" CLIP ON TIE NVY(5)	1106	04/08/2025	250692	54.95
001-100-535	GPD SHOULDER PATCH (1000)	34511	04/22/2025	250281	2,530.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	AMAZON CAPITAL SERVICE	252092	05/06/2025	04/30/2025			337.43

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-559	PF MD EXAM GLOVE XL 100CT(2)	1Y7G9XJR1L	04/14/2025	250809	17.16
001-161-559	PF MD EXAM GLOVE LG 100CT(2)	1Y7G9XJR1L	04/14/2025	250809	17.16
001-161-559	GAUZE PAD STRLE 4X4 100CT(2)	1Y7G9XJR1L	04/14/2025	250809	36.98
001-161-559	MCR MD COHESIVE BANDAGE 12PK	1Y7G9XJR1L	04/14/2025	250809	8.95
001-161-559	BANDAGE VARIETY ASRT 800CT	1Y7G9XJR1L	04/14/2025	250809	34.19
001-170-513	DURACELL AA BATT 28CT (2)	1L64QMT37W	04/22/2025	250825	43.50
001-170-513	8' SPX TABLE CLOTH 2PK	1L64QMT37W	04/22/2025	250825	28.89
001-170-513	6' SPX TABLE CLOTH 2PK (4)	1L64QMT37W	04/22/2025	250825	75.92
001-170-513	COUPON SAVINGS	1L64QMT37W	04/22/2025	250825	-7.59
001-161-635	4.5" HD SS DOOR HINGE 6PK	1PF9LQG31R	04/28/2025	250850	46.99
001-161-635	COUPON SAVINGS	1PF9LQG31R	04/28/2025	250850	-4.70
001-170-511	JOURNAL W/PEN 30CT: SR TEA	17D6CKK71T	04/28/2025	250845	32.99
001-170-511	SHIPPING	17D6CKK71T	04/28/2025	250845	6.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	TRI-TECH FORENSICS INC	252093	05/06/2025	04/30/2025			1,153.12

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	BARRIER TAPE (18)	01146905	04/11/2025	250621	215.82
001-100-559	2X360 TAPE LIFTING TUBE	01146905	04/11/2025	250621	6.46
001-100-559	OPTIMAX OFK500A LIGHT SOURCE	01146905	04/11/2025	250621	1,005.32
001-100-559	FREIGHT	01146905	04/11/2025	250621	48.28
001-100-559	TRADE DISCOUNT	01146905	04/11/2025	250621	-122.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	ABSOLUTE SOLUTIONS	252094	05/06/2025	04/30/2025			995.12

Account Number	Description	Invoice #	Date	P.O.	Amount
001-030-559	GENERAL THERMAL BALLOT(250)	201814	04/22/2025	250830	32.50
001-030-559	FREIGHT	201814	04/22/2025	250830	19.29
001-030-559	GENERAL ELECTION BALLOT(3000)	201848	04/23/2025	250830	293.77
001-030-559	GENERAL TEST BALLOT (50)	201848	04/23/2025	250830	293.77
001-030-559	GENERAL ABSENTEE BALLOT(170)	201848	04/23/2025	250830	293.76
001-030-559	FREIGHT	201848	04/23/2025	250830	62.03

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BRASS HANGER CLEANERS INC	252102	05/06/2025	05/01/2025			31.50	
	Account Number: 001-170-513 — Description: DRY CLEAN: CHARACTER SUIT — Invoice #: 250097-965 — Date: 04/07/2025 — P.O. — Amount: 31.50							
001	BORDIS & DANOS PLLC	252103	05/06/2025	05/01/2025			11,250.00	
	Account Number: 001-060-602 — Description: MAY 2024 RETAINER — Invoice #: 143 — Date: 05/01/2025 — P.O. — Amount: 11,250.00							
001	STATE TREASURER	252104	05/06/2025	05/01/2025			7,750.87	
	Account Number: 001-000-300 — Description: APR 2025 COURT ASSESSMENT — Invoice #: 04302025 — Date: 05/01/2025 — P.O. — Amount: 7,750.87							
001	MS DEPT OF PUBLIC SAFETY	252105	05/06/2025	05/01/2025			524.89	
	Account Number: 001-000-300 — Description: APR 2025 SPECIAL ASSESSMENTS — Invoice #: 04302025 — Date: 05/01/2025 — P.O. — Amount: 524.89							
001	MS DEPT OF PUBLIC SAFETY	252106	05/06/2025	05/01/2025			100.00	
	Account Number: 001-000-300 — Description: APR 2025 INTERLOCK FEES — Invoice #: 04302025 — Date: 05/01/2025 — P.O. — Amount: 100.00							
001	VICTIMS OF HUMAN TRAFFICKING FUND	252107	05/06/2025	05/01/2025			570.00	
	Account Number: 001-000-300 — Description: APR 2025 STATE ASSESSMENT — Invoice #: 04302025 — Date: 05/01/2025 — P.O. — Amount: 570.00							

FUND TOTAL 1 Claims to Checks 72 Total 674,557.03 Manual Held Total 674,557.03

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	MISSISSIPPI POWER	251990	05/06/2025	04/25/2025			4,972.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	004-510-628 APR 2025 LEASE: SOUND 0945635021 04/21/2025							4,972.00
004	RIDGDELL BROS INC	251994	05/06/2025	04/29/2025			5,140.74	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	004-510-680 MAY 2025 LAWN MNT: SOUND 23084180 04/28/2025							3,695.83
	004-510-699 MAY 2025 GNAT-INSECT APPL 23084183 04/28/2025							267.00
	004-510-680 MAY 2025 CHEMICAL APP: SOUND 23084184 04/28/2025							1,177.91
004	VULCAN CONSTRUCTION MATERIAL LLC	251997	05/06/2025	04/29/2025			111.37	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	004-510-586 2.59 TNS #610 LIMESTONE 3179052 04/15/2025							111.37
004	SPARKLIGHT	252023	05/06/2025	04/29/2025			2,580.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	004-510-699 MAY 2025: 140013863 04202025 04/20/2025							2,580.00
004	SINGING RIVER ELECTRIC COOPERATIVE	252032	05/06/2025	04/29/2025			1,292.97	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	004-510-631 AMPHITHEATER 118241002 04012025 04/07/2025							1,198.70
	004-510-631 GATES 122412001 03182025 03/25/2025							31.39
	004-510-631 GATES 122412001 04182025 04/24/2025							62.88
004	ELAN FINANCIAL SERVICES	252048	05/06/2025	04/29/2025			349.20	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	004-510-559 JUMBO TISSUE DISPENSER (5) 03112025 03/12/2025							124.95
	004-510-559 PAPER TOWEL DISPENSER (5) 03112025 03/12/2025							184.95
	004-510-559 SHIPPING 03112025 03/12/2025							39.30
004	REYNOLDS WHOLESALE CO	252070	05/06/2025	04/30/2025			1,243.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	004-510-559 BLK CAN LINER 38X58 100CT(6) 78675 04/18/2025 250831							209.70
	004-510-559 JUMBO JR TISSUE 12CT (12) 78675 04/18/2025 250831							330.00
	004-510-559 BROWN ROLL TOWEL 6CT (8) 78675 04/18/2025 250831							231.60
	004-510-559 DIAL ANTIBAC GAL 4CT (4) 78675 04/18/2025 250831							316.00
	004-510-559 BMF TOWEL #1508 (6) 78675 04/18/2025 250831							155.70

FUND TOTAL 4 Claims to Checks 7 Total 15,689.28 Manual Held Total 15,689.28

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	C SPIRE WIRELESS	252010	05/06/2025	04/29/2025			896.48	
	Account Number: 156-100-606 — Description: MODEM PLAN (26) MAR 25 — Invoice #: 03032025 — Date: 04/02/2025 — P.O.: — Amount: 896.48							
156	ELAN FINANCIAL SERVICES	252049	05/06/2025	04/29/2025			1,207.17	
	Account Number: 156-100-799 — Description: HARLEY DROPGUARD <2023 (1) — Invoice #: 04212025 — Date: 04/22/2025 — P.O.: — Amount: 389.99							
	Account Number: 156-100-799 — Description: HARLEY DROPGUARD >2024 (2) — Invoice #: 04212025 — Date: 04/22/2025 — P.O.: — Amount: 779.98							
	Account Number: 156-100-799 — Description: SHIPPING — Invoice #: 04212025 — Date: 04/22/2025 — P.O.: — Amount: 37.20							
156	ANITA H THOMAS	252084	05/06/2025	04/30/2025			300.00	
	Account Number: 156-100-799 — Description: WALL COMPOSITE:PD PHOTO PRINT — Invoice #: 1409 — Date: 04/07/2025 — P.O.: 250827 — Amount: 300.00							
FUND TOTAL 156 Claims	to	Checks	3 Total	2,403.65 Manual		Held	Total	2,403.65

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Release date from 05/06/2025 thru 05/06/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	AUDIOWAVE INC	252096	05/06/2025	04/30/2025			7,010.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	SETINA PUSH BUMPER: #34	A 58305	04/22/2025	250379	500.00
157-100-799	C-VS-1012 SWINGARM: #34	A 58305	04/22/2025	250379	1,050.00
157-100-799	ETSA482CSP SIREN CONTROL: #34	A 58305	04/22/2025	250379	585.00
157-100-799	100W COMPOSITE SPEAKER/BRKT	A 58305	04/22/2025	250379	185.00
157-100-799	PI UTY SPK BRKT (2): #34	A 58305	04/22/2025	250379	90.00
157-100-799	MPOWER 4" LICENSE PLATE: #34	A 58305	04/22/2025	250379	30.00
157-100-799	ELUC3H010B HIDEAWAY(4): #34	A 58305	04/22/2025	250379	396.00
157-100-799	PLUCTCL1 COLLAR KIT(4): #34	A 58305	04/22/2025	250379	24.00
157-100-799	SHOP SUPPLIES: #34	A 58305	04/22/2025	250379	400.00
157-100-799	SHIPPING: EQUIP #34	A 58305	04/22/2025	250379	350.00
157-100-799	54" NFORCE LIGHTBAR: #34	A 58305	04/22/2025	250379	2,100.00
157-100-799	4" STUD MNT SAE (10): #34	A 58305	04/22/2025	250379	1,300.00

FUND TOTAL 157 Claims to Checks 1 Total 7,010.00 Manual Held Total 7,010.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	251962	05/06/2025	04/22/2025			4,544.82	

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	APR 2025	04/22/2025		4,544.82

FUND TOTAL 172 Claims to Checks 1 Total 4,544.82 Manual Held Total 4,544.82

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Release date from 05/06/2025 thru 05/06/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
173	GULF BREEZE LANDSCAPING LLC	251989	05/06/2025	04/25/2025			248,681.50	
	Account Number 173-300-720	Description FAIRWAY BOAT LAUNCH 97.2%		Invoice # 1	Date 04/25/2025	P.O.	Amount 248,681.50	
173	SEYMOUR ENGINEERING PLLC	252003	05/06/2025	04/29/2025			1,971.25	
	Account Number 173-300-762	Description TASK ORDER #1 90%		Invoice # 9388	Date 04/29/2025	P.O.	Amount 1,971.25	

FUND TOTAL 173 Claims to Checks 2 Total 250,652.75 Manual Held Total 250,652.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	251947	05/06/2025	04/21/2025			702.20	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	176-170-699 HOSTING FEE APR 2025	4149	04/15/2025					52.20
	176-170-699 SHOPPING CART	4149	04/15/2025					300.00
	176-170-699 WEBSITE MAINT 03/15-04/14/25	4149	04/15/2025					350.00
176	FOSTERS A/C & HEATING INC	251957	05/06/2025	04/22/2025			419.05	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	176-170-635 REPR HVAC UNIT: TEMP SENSOR	W1166035	04/16/2025					312.80
	176-170-635 SERV CALL: 1ST UNIT	W1165960	02/26/2025					106.25
176	AT&T	252015	05/06/2025	04/29/2025			181.90	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	176-170-605 MTHLY SERV 2 LINES	2284972244	04/14/2025					181.90
176	SPARKLIGHT	252024	05/06/2025	04/29/2025			231.39	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	176-170-699 MAY 2025:SSP 132698937	04202025	04/20/2025					231.39
176	GOODGAMES INC	252072	05/06/2025	04/30/2025			105.00	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	176-170-586 11X14 SPEED LIMIT SIGN (3)	110196	04/15/2025	250820				105.00
176	CENTRAL BUSINESS FORMS	252088	05/06/2025	04/30/2025			277.00	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	176-170-559 ROPTEX PARKING TICKET (1000)	20172	03/31/2025	250604				243.00
	176-170-559 SHIPPING	20172	03/31/2025	250604				34.00
176	ULINE INC	252090	05/06/2025	04/30/2025			272.35	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	176-170-559 50CT WASTE CAN LINER 28X29	191643771	04/14/2025	250505				111.00
	176-170-559 200CT DOG WASTE BAG 8X13(2)	191643771	04/14/2025	250505				110.00
	176-170-559 SHIPPING	191643771	04/14/2025	250505				51.35

FUND TOTAL 176 Claims to Checks 7 Total 2,188.89 Manual Held Total 2,188.89

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
252	FIRST NATIONAL BANK TRUST DEPT	251948	05/06/2025	04/21/2025			68,600.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
252-680-811	INT PMT: S2019 REV BOND	06012025	04/15/2025		68,600.00

FUND TOTAL 252 Claims to Checks 1 Total 68,600.00 Manual Held Total 68,600.00

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Release date from 05/06/2025 thru 05/06/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
254	THE PEOPLES BANK	252060	05/06/2025	04/30/2025			523.77	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
254-680-803	ANNUAL ADMIN FEES: 1613	1613	04/28/2025		523.77

FUND TOTAL 254 Claims to Checks 1 Total 523.77 Manual Held Total 523.77

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
310	SEYMOUR ENGINEERING PLLC	252004	05/06/2025	04/29/2025			4,200.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
310-093-763	ENG DESIGN / BIDDING	9391	04/29/2025		4,200.00

FUND TOTAL 310 Claims to Checks 1 Total 4,200.00 Manual Held Total 4,200.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
311	SEYMOUR ENGINEERING PLLC	252005	05/06/2025	04/29/2025			13,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
311-300-762	ENG DESIGN / BIDDING 30%	9393	04/29/2025		13,000.00

FUND TOTAL 311 Claims to Checks 1 Total 13,000.00 Manual Held Total 13,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	MILLER ENTERPRISES LLC	251991	05/06/2025	04/29/2025			229,075.68	
	Account Number: 362-600-790	Description: HH DRAINAGE IMPS 13.86%		Invoice #: 1	Date: 04/28/2025	P.O.	Amount: 229,075.68	
362	SEYMOUR ENGINEERING PLLC	252006	05/06/2025	04/29/2025			6,550.00	
	Account Number: 362-600-763	Description: CONST ADMIN 10%		Invoice #: 9389	Date: 04/29/2025	P.O.	Amount: 6,550.00	

FUND TOTAL 362 Claims to Checks 2 Total 235,625.68 Manual Held Total 235,625.68

Docket of Claims
Release date from 05/06/2025 thru 05/06/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
363	SEYMOUR ENGINEERING PLLC	252011	05/06/2025	04/29/2025			21,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
363-726-762	TOPO SURVEY 80%	9392	04/29/2025		21,000.00

FUND TOTAL 363 Claims to Checks 1 Total 21,000.00 Manual Held Total 21,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	251949	05/06/2025	04/21/2025			24,000.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-900-950 MAY 2025: 2018 BOND DS 05012025 05/01/2025							24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	251950	05/06/2025	04/21/2025			32,000.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-900-950 MAY 2025: 2019 BOND DS 05012025 05/01/2025							32,000.00
400	COGENT STRATEGIES LLC	251951	05/06/2025	04/21/2025			7,500.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-601 PROF FEES: 04/06/25-05/05/25 3843 04/11/2025							7,500.00
400	MICRO METHODS INC	251952	05/06/2025	04/21/2025			230.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-698 COLIFORM: PLANT WELL 2504194186 04/10/2025							100.00
	400-651-698 SI BOIL WTR: V-WOOD/HOLIDAY 2504470186 04/24/2025							130.00
400	ANSER	251954	05/06/2025	04/21/2025			655.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 BASE RATE: 04/09-05/06/25 277-040925 04/09/2025							650.00
	400-650-698 PAPER INVOICE FEE 277-040925 04/09/2025							5.00
400	COG DEPOSITORY ACCOUNT	251958	05/06/2025	04/22/2025			43,427.11	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-680-821 ST LNS #3 90/57 SWR 04092025 04/09/2025							7,877.45
	400-680-822 ST LNS #4 90/57 WTR 04092025 04/09/2025							10,948.67
	400-680-822 ST LNS #4 90/57 SWR 04092025 04/09/2025							9,019.22
	400-680-823 ST LNS #5 ALLEN RD 04092025 04/09/2025							2,149.95
	400-680-824 ST LNS #6 OLD SPAN TR 04092025 04/09/2025							3,765.83
	400-680-825 ST LNS #7 OLD SPAN TR 04092025 04/09/2025							9,665.99
400	JACKSON COUNTY UTILITY AUTHORITY	251959	05/06/2025	04/22/2025			256,417.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-668 MAY 2025 TREATMENT CHGS 2995 05/01/2025							256,417.00
400	COG DEPOSITORY ACCOUNT	251970	05/06/2025	04/22/2025			1,971.25	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-000-104 TR DMR WIRE: FUND 173 04212025 04/21/2025							1,971.25
400	MISSION COMMUNICATIONS LLC	251984	05/06/2025	04/24/2025			347.40	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-698 RENEWAL: MILSTEAD PS 1091887 09/13/2024							347.40
400	MISSION COMMUNICATIONS LLC	251985	05/06/2025	04/24/2025			1,548.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-698 RENEWAL: TOWNSEND 2003111 12/27/2024							387.00
	400-651-698 RENEWAL: SKYLINE 2003111 12/27/2024							387.00
	400-651-698 RENEWAL: CALLIE RD 2003111 12/27/2024							387.00
	400-651-698 RENEWAL: GARDEN LANE 2003111 12/27/2024							387.00

Docket of Claims
Release date from 05/06/2025 thru 05/06/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	251986	05/06/2025	04/24/2025			347.40	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-698 RENEWAL: JR COLLEGE 2003917 01/17/2025							347.40
400	MISSION COMMUNICATIONS LLC	251987	05/06/2025	04/24/2025			1,935.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-698 RENEWAL: ISLE OF PINES 2005745 03/06/2025							387.00
	400-651-698 RENEWAL: LOUIS ALEXIS 2005745 03/06/2025							387.00
	400-651-698 RENEWAL: SOUNDVIEW 2005745 03/06/2025							387.00
	400-651-698 RENEWAL: OST WEST 2005745 03/06/2025							387.00
	400-651-698 RENEWAL: GRAVELINE @ CSV RR 2005745 03/06/2025							387.00
400	CC LYNCH AND ASSOCIATES INC	251995	05/06/2025	04/29/2025			1,440.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-583 CIPER WTR DATA MGT S-WARE(3) 250938 04/25/2025							1,080.00
	400-651-583 1YR ICELL SUBSCRIPTION (3) 250938 04/25/2025							360.00
400	AT&T	252016	05/06/2025	04/29/2025			73.24	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-605 MONTHLY SERVICES 2284972276 04/06/2025							73.24
400	SEYMOUR ENGINEERING PLLC	252017	05/06/2025	04/29/2025			18,805.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-603 W/S ISSUES: HWY90 MDOT PROJ 9394 04/29/2025							18,805.00
400	SEYMOUR ENGINEERING PLLC	252019	05/06/2025	04/29/2025			2,072.50	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-683 DRAINAGE: BONITA 9387 04/29/2025							337.50
	400-651-683 RESEARCH: BACOT PARK DRNG 9387 04/29/2025							365.00
	400-651-683 TOPO SURVEY: BACOT PARK DRNG 9387 04/29/2025							1,370.00
400	SPARKLIGHT	252025	05/06/2025	04/29/2025			185.88	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 MAY 2025: 118901040 04162025 04/16/2025							185.88
400	SINGING RIVER ELECTRIC COOPERATIVE	252050	05/06/2025	04/29/2025			8,762.71	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 LIFT STATIONS 89627001 04172025 04/23/2025							91.52
	400-651-631 LIFT STATIONS 89702001 04162025 04/23/2025							30.00
	400-651-631 LIFT STATIONS 17881 04172025 04/23/2025							2,825.71
	400-651-631 WATER WELLS 17881 04177025 04/23/2025							3,357.47
	400-651-631 CITY HALL WELL 114046001 04182025 04/24/2025							1,259.80
	400-651-631 LIFT STNS 114260001 04192025 04/25/2025							1,198.21
400	SINGING RIVER ELECTRIC COOPERATIVE	252051	05/06/2025	04/29/2025			4,026.61	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 IONIZATION PLANT 99216002 04182025 04/25/2025							213.41
	400-651-631 LIFT STNS 17875 04192025 04/25/2025							285.47
	400-651-631 LIFT STNS 17883 04192025 04/25/2025							2,449.61
	400-651-631 SCHOONER WELL 20688 04122025 04/17/2025							765.36

Docket of Claims
Release date from 05/06/2025 thru 05/06/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	252051	05/06/2025	04/29/2025			4,026.61	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 LIFT STNS 20688			04122025	04/17/2025			312.76
400	SINGING RIVER ELECTRIC COOPERATIVE	252052	05/06/2025	04/29/2025			7,252.80	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 WATER WELLS 17882			04182025	04/24/2025			2,837.98
	400-651-631 CITY HALL SOUTH 17882			04182025	04/24/2025			1,737.35
	400-651-631 LIFT STNS 17882			04182025	04/24/2025			2,677.47
400	SINGING RIVER ELECTRIC COOPERATIVE	252053	05/06/2025	04/29/2025			959.55	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 CARTER-WTR TNK 109812001			04152025	04/22/2025			31.28
	400-651-631 LIFT STNS 20649			04152025	04/22/2025			825.28
	400-651-631 LIFT STNS 28779			04152025	04/22/2025			102.99
400	FUELMAN	252058	05/06/2025	04/30/2025			128.25	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-525 UNL FUEL			NP68254659	04/14/2025			128.25
400	FUELMAN	252061	05/06/2025	04/30/2025			172.37	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-525 UNL FUEL			NP68308517	04/28/2025			172.37
400	FUELMAN	252064	05/06/2025	04/30/2025			93.36	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-525 UNL FUEL			NP68285616	04/21/2025			93.36
400	VULCAN CONSTRUCTION MATERIAL LLC	252065	05/06/2025	04/30/2025			180.54	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-683 3.06 TNS MDOT: LAUREL GLEN			3280780	04/29/2025			180.54
400	SOUTHERN PIPE & SUPPLY CO INC	252078	05/06/2025	04/30/2025			980.16	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-581 2 S40 PVC SXS BALL VLV (16)			677532-00	04/07/2025	250778		159.04
	400-651-583 8"X3/4" BRASS SADDLE (8)			7020607-01	04/07/2025	250367		821.12
400	DOLPHIN SAFETY SUPPLY INC	252079	05/06/2025	04/30/2025			1,164.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-581 WINDSOCK KIT 10X36(8):WELLS			93533	04/24/2025	250840		1,164.00
400	CONSOLIDATED PIPE & SUPPLY	252081	05/06/2025	04/30/2025			646.50	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-581 14 DIPS OD EBAA MEGALUG (3)			MS0378542	03/18/2025	250471		646.50
400	BAY MOTOR WINDING INC	252082	05/06/2025	04/30/2025			5,875.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-584 COMPL REBUILD 5HP: FAIRWAY LS			0133852	03/31/2025	250696		2,365.00
	400-651-584 IMPELLER: FAIRWAY LS			0133852	03/31/2025	250696		625.00
	400-651-584 REPR SEAL PLATE: FAIRWAY LS			0133852	03/31/2025	250696		520.00
	400-651-584 COMPL REBUILD 5HP:FISHHAWK LS			0133851	03/31/2025	250704		2,365.00

Docket of Claims
Release date from 05/06/2025 thru 05/06/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	252086	05/06/2025	04/30/2025			567.28	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-500	2PK CALCULATOR RIBBON	6028751888	04/05/2025	250799	10.49
400-650-500	HY LEXMARK B221H00 TONER	6028902251	04/08/2025	250799	105.59
400-650-500	HP 206X BK HY CARTRIDGE	6029112254	04/11/2025	250816	114.21
400-650-500	HP 206X MAG HY CARTRIDGE	6029112254	04/11/2025	250816	112.33
400-650-500	HP 206X YEL HY CARTRIDGE	6029112254	04/11/2025	250816	112.33
400-650-500	HP 206X CY HY CARTRIDGE	6029112254	04/11/2025	250816	112.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	252087	05/06/2025	04/30/2025			2,416.59	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	5/8X10 COPPER GRD ROD (10)	PAS/101409	04/03/2025	250780	300.00
400-651-584	5/8 GROUND ROD CLAMP (10)	PAS/101409	04/03/2025	250780	42.00
400-651-584	BARE SD 4 SLD 1000 REEL(100)	PAS/101409	04/03/2025	250780	149.36
400-651-584	SZ 1AC MAG STARTER: MILSTEAD	PAS/101425	04/03/2025	250754	775.00
400-651-584	32A 3P CONT 120V COIL(2):LS44	WB1/665405	04/11/2025	250814	194.82
400-651-584	OL RELAY 12-18A(2): MERIDA LS	WB1/665405	04/11/2025	250814	92.98
400-651-581	RELAY PLUG-IN 10A 11 BLADE	WB2/538400	04/14/2025	250779	12.43
400-651-581	MOTOR SAVER(2): WGATE/HWY 57	PAS/101633	04/15/2025	250779	850.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	252095	05/06/2025	04/30/2025			1,841.34	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	SAFE MODULE PLUS: DOLPHIN LS	2002067	11/19/2024	250200	325.00
400-651-584	FREIGHT	2002067	11/19/2024	250200	21.34
400-651-584	RM152 WRLS REAL TIME ALARM SYS	2006091	03/12/2025	250567	1,450.00
400-651-584	PW429 TRANSFORMER	2006091	03/12/2025	250567	30.00
400-651-584	FREIGHT: BARRACUDA LS	2006091	03/12/2025	250567	15.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	252097	05/06/2025	04/30/2025			579.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	B25.0 THERMALS(6): ISLE PINES	468833	04/14/2025	250756	161.00
400-651-584	B79.0 THERMALS(6): LS 26	468995	04/22/2025	250776	161.00
400-651-584	PMPU PHASE MONITOR: R HIRAM	469109	04/24/2025	250847	180.00
400-651-584	SCHNEIDER CONTACTOR:OLD SHELL	469111	04/24/2025	250846	77.00

FUND TOTAL 400 Claims to Checks 33 Total 428,600.84 Manual Held Total 428,600.84

Docket of Claims
Release date from 05/06/2025 thru 05/06/2025

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	72	Total	674,557.03	Manual	Held	Total	674,557.03
FUND 4	Claims	to	Checks	7	Total	15,689.28	Manual	Held	Total	15,689.28
FUND 156	Claims	to	Checks	3	Total	2,403.65	Manual	Held	Total	2,403.65
FUND 157	Claims	to	Checks	1	Total	7,010.00	Manual	Held	Total	7,010.00
FUND 172	Claims	to	Checks	1	Total	4,544.82	Manual	Held	Total	4,544.82
FUND 173	Claims	to	Checks	2	Total	250,652.75	Manual	Held	Total	250,652.75
FUND 176	Claims	to	Checks	7	Total	2,188.89	Manual	Held	Total	2,188.89
FUND 252	Claims	to	Checks	1	Total	68,600.00	Manual	Held	Total	68,600.00
FUND 254	Claims	to	Checks	1	Total	523.77	Manual	Held	Total	523.77
FUND 310	Claims	to	Checks	1	Total	4,200.00	Manual	Held	Total	4,200.00
FUND 311	Claims	to	Checks	1	Total	13,000.00	Manual	Held	Total	13,000.00
FUND 362	Claims	to	Checks	2	Total	235,625.68	Manual	Held	Total	235,625.68
FUND 363	Claims	to	Checks	1	Total	21,000.00	Manual	Held	Total	21,000.00
FUND 400	Claims	to	Checks	33	Total	428,600.84	Manual	Held	Total	428,600.84
Total for all Funds			Checks	133	Total	1,728,596.71	Manual	Held	Total	1,728,596.71

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**May 6, 2025**
Title:	**Approval of Minutes from the Recessed Council Meeting held April 15, 2025**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of Minutes from the Recessed Council Meetings held April 15, 2025

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

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

Action Taken:

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

ORDER NUMBER 000-2025

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 the Recessed Council Meeting held April 15, 2025 are hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 6, 2025.

Tuesday
April 15, 2025
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held April 15, 2025 at 11:30am in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Casey Vaughan, Council Members Cameron George, Richard Jackson, Rusty Anderson, and Dante Elbin. Also present were Emily Cumbest, Deputy City Clerk; Paula Yancey, City Manager and other concerned citizens. Present by teleconference was Councilman Adam Colledge and Josh Danos, City Attorney. Absent was Councilman Gordon Gollott.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 15, 2025 @ 11:30 AM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. City of Gautier's Earth Day Celebration, including the Garden Club plant sale, will be Tuesday, April 22nd, starting at 9:00am until 3:00pm at Shepard State Park's Welcome Center

2. Tasty Thursday will be April 24, 2025, starting at 11am at the former Singing River Mall Property.

IV. Presentation Agenda

V. Business Agenda

1. Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2024

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

2. **Approval of Amendment 2 to the Post Opening Agreement for The Sound Amphitheater between the City of Gautier and PTP Country, LLC**

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

3. **Approve the Emergency Repair for boring services for the Martin Bluff Force Main Repair, as invoiced by Bottom 2 Top Construction LLC**

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

4. **Consider a request for a twenty-nine point seven-foot (29.7') variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District at 3556 Mackeral Drive. (GPC #25-11-VAR)**

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

5. **Consider a request for a Special Exception that would allow a tire shop in a MURC-1 Mixed Use Recreation Commercial Zoning District, 3000 Ladnier Road, PID #82502180.100. (GPC #25-12-SE)**

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

6. **Approval of the 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 Regular Council Meeting held April 1, 2025**

2. **Receive February 2025 Finance Reports**

3. **Approval of water and sewer adjustments for April 2025 in the amount of $39,743.07**

4. **Request to waive the pavilion rental fee at the George Martin City Park for Martin Bluff Elementary**

5. **Authorization to enter into an agreement with (IMBA) Trails Solutions for the Shepard State Park Recreational Enhancement Project**

6. **Authorization to submit a waiver to the Mississippi Development Authority regarding the Development Infrastructure Grant Program**

7. **Approve the Certificate of Substantial Completion, Final Pay Application No. 6 (retainage), and closeout documents for the Sanitary Sewer Main Rehabilitation Phase II Project**

8. **Approve the Service Agreement between the City of Gautier and Skylink Events**

9. **Approval of an agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one-day Cruisin' Through the Decades Event**

10. **Request to waive rental fees at Bacot Park Pavilion for PrepareHER Now for its Community Outreach Initiative updated event**

11. **Approve the Real Estate Lease Agreement between the City of Gautier and Glen Reeves**

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**

Adjourn until May 6, 2025 at 6:30pm
www.gautier-ms.gov

Mayor Vaughan called the meeting to order at 11:32am.

Councilman Jackson made the motion to approve the agenda order, as presented.
Councilman George seconded the motion. The vote was carried unanimously.

Announcements

1. City of Gautier's Earth Day Celebration, including the Garden Club plant sale, will be Tuesday, April 22nd, starting at 9:00am until 3:00pm at Shepard State Park's Welcome Center.

2. Tasty Thursday will be April 24, 2025, starting at 11am at the former Singing River Mall Property.

3. National Day of Prayer will be May 1, 2025 at 12pm in the Gautier City Hall Council Chambers.

Presentation

None

City of Gautier

GAUTIER
MISSISSIPPI

EARTH DAY CELEBRATION!

Earth Day

2025

Our Power, Our Planet

Tuesday, April 22, 2025
Shepard State Park
9:00 am - 3:00 pm

Celebrate Earth Day in Nature's Playground. Come enjoy all the amenities that Shepard Park has to offer. Free park entry. Garden Club Plant Sale. Stop by the Welcome Center for Earth Day giveaways. *(while supplies last)*

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI
GAUTIER PRESENTS
TASTY THURSDAY!
4TH
THUR.
11 AM
GOOD EATS FROM AWESOME
FOOD TRUCKS
SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS

Councilman Anderson made the motion to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2024. Councilman Elbin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 069-2025

WHEREAS, the governing authorities of every municipality in the state shall have their books audited annually, prior to the close of the net succeeding fiscal year, either by a competent accountant approved by the State Auditor or by a certified public accountant in accordance with Miss Code Ann. § 21-35-31; and

WHEREAS, the firm of Wright, Ward, Hatten & Guel has offered to perform these services pursuant to the attached agreement; and

WHEREAS, the Mayor and Council Members hereby find that entering this agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2024, is hereby authorized.

IT IS FURTHER ORDERED that the proposed audit will include the audit of all funds in accordance with government auditing standards prescribed by the United States General Accounting Office (GAO) and the corresponding Yellow Book standards and requirements and the Office of the State Auditor (OSA) guidelines, including Mississippi State Law and Regulations, and the Single Audit Act, as delineated in OMB Circular A-133.

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

Motion was made by **Councilman Anderson**, seconded by **Councilman Elbin,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Adam Colledge
	Cameron George
	Richard Jackson
	Rusty Anderson
	Dante Elbin
NAYS:	**None**
ABSENT:	**Gordon Gollott**

_____

MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

MICHAEL E. GUEL, CPA, CVA, PFS, CFP, CFE
SANDE W. HENTGES, CPA, CFE

CHARLENE KERKOW, CPA

HANCOCK BANK BUILDING
2510 - 14TH STREET
P.O. BOX 129
GULFPORT, MISSISSIPPI 39502

MEMBERS
AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501
FAX NUMBER (228) 863-6544
EMAIL: OFFICE@WWHGCPA.COM

April 7, 2025

To the Mayor, City Council and Management
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

We are pleased to confirm our understanding of the services we are to provide for the City of Gautier, Mississippi for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Gautier, Mississippi as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Gautier, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Gautier, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Budgetary comparison schedule – budget and actual
3) Schedule of the City's proportionate share of net pension liability
4) Schedule of the City's contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Gautier, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1) Schedule of expenditures of federal awards.
2) Schedule of surety bonds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Elected officials

2) Organizational chart

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

> According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks: management override of controls, not reserving receivables for bad debts.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Gautier, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could

have a direct and material effect on each of the City of Gautier, Mississippi's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Gautier, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including

notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Gautier, Mississippi in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the city council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wright, Ward, Hatten and Guel and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wright, Ward, Hatten and Guel personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Office of the State Auditor, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Sande Hentges, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be $37,000. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Gautier, Mississippi. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Gautier, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

RESPONSE:

This letter correctly sets forth the understanding of the City of Gautier, Mississippi.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

Councilman Jackson made the motion to approve amendment 2 to the Post Opening Agreement for The Sound Amphitheater between the City of Gautier and PTP Country, LLC, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 070-2025

WHEREAS, on October 17, 2023, the City of Gautier entered into a Post-Opening agreement with 46 Entertainment (later assigned to PT Country, LLC, which serves to enhance Town Commons Park and ensure its viability and functionality through successful promotion and engagement of performers at the Amphitheater to operate The Sound; and

WHEREAS, the City requests granting a non-exclusive license to PTP Country, LLC, to utilize "The Sound" logo, which is the property of the City of Gautier, to sell "The Sound" merchandise in order to market the venue during concerts by PTP Country, LLC, under this agreement; and

WHEREAS, the merchandise will be at PTP Country, LLC's sole expense, with the design approved by the City Manager; and

WHEREAS, the City will receive 10% of the gross sales (minus sales tax) as compensation within 15 days after each concert during which the merchandise is sold; and

WHEREAS, the Mayor and Council Member hereby find that approval of Amendment 2 is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Amendment 2 to the Post Opening Agreement for The Sound Amphitheater between the City of Gautier and PTP Country, LLC, is hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Rusty Anderson
Dante Elbin

NAYS: **None**

ABSENT: **Gordon Gollott**

MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

AMENDMENT 2 TO POST-OPENING AGREEMENT FOR THE SOUND AMPHITHEATER

This Amendment 2 to the Post-Opening Agreement for The Sound Amphitheater ("the Agreement"), dated _____ is effective as of _____, 2025 ("Amendment Effective Date") by and between the City of Gautier and PTP Country, LLC, a Texas limited liability company. The parties agree to amend the Agreement as set forth herein:

1. **Section 16. Sound Merchandise.** As of the Amendment Effective Date, a new Section 16 will be inserted, with the current Section 16 and all following sections to be renumbered sequentially through the end of the contract. Following this amendment, Section 16 shall state:

16. SOUND MERCHANDISE.

CITY hereby grants to PROMOTER a non-exclusive license to utilize "The Sound" logo, which is the property of the City, to sell "The Sound" merchandise in order to market the venue during concerts by PROMOTER under this Agreement. The merchandise shall be at PROMOTER'S sole expense, with the design approved by the City Manager. CITY shall be entitled to 10% of the gross sales (minus sales tax) as compensation within 15 days after each concert during which the merchandise is sold. The compensation shall be in addition to any and all other compensation herein, and shall not reduce any compensation owed under any other section herein.

2. **Effect of Amendment.** Except for the changes reflected in this Amendment, all terms and conditions contained in the Agreement shall continue in full force and effect in accordance with their provisions on the date of this Amendment. In the event of a conflict between the provision of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

3. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on the date first above written.

(signature page to follow)

THE CITY:
CITY OF GAUTIER,
A MUNICIPAL CORPORATION

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, this instrument has been executed in multiple originals in the presence of the undersigned witness, as_____, this _____ day of_____ _____, 2025.

PROMOTER:
PTP Country, LLC

By: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named PTP Country, LLC who being by me duly sworn, states on oath that they signed the above and foregoing Post Opening Agreement in regard to Gautier Amphitheater on the date and for the purpose mentioned therein.

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day of_____, 2024.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named duly authorized agent of the City of Gautier, who being by me duly sworn, states on oath that they signed the above and foregoing Amendment 2 to the Post Opening Agreement with regard to The Sound Amphitheater on the date and for the purpose mentioned therein.

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day of_____, 2023.

_____
NOTARY PUBLIC

My Commission Expires: _____

Councilman Anderson made the motion to approve the Emergency Repair, as presented, for boring services for the Martin Bluff Force Main Repair, as invoiced by Bottom 2 Top Construction LLC in the amount of $13,348.75. Councilman Elbin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 071-2025

WHEREAS, the City of Gautier discovered a break in a four (4) inch force sewer main approximately one (1) foot west of the centerline of Martin Bluff Road at the intersection of Martin Bluff and Lark leaking raw sewage under the road; and

WHEREAS, this leakage is detrimental to both the environment and the roadway, and this force main services Lark Lift Station leaving it unable to pump sewage from Lark Drive and leaving it inoperable to the service area; and

WHEREAS, a point repair by H2O would require major excavation and a complete road closure for several hours with no detour route available for both emergency and residential travel, it was determined an emergency bore would be the most efficient and effective course of action to repair the line; and

WHEREAS, City Council hereby finds that an emergency existed as described above, and that the delay incidental to searching out and receiving quotes from multiple vendors would be detrimental to the interests of the City; and

WHEREAS, Staff procured the services of Bottom 2 Top Construction LLC to perform emergency repairs for a cost of $13,348.75; and

WHEREAS, the Mayor and Members of Council hereby find it is in the best interest of the City of Gautier to approve this invoice for the emergency bore; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this purchase was not made to circumvent the public purchasing statutes, and that the cost is reasonable;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that boring services for the Martin Bluff Force Main Repair, as invoiced by Bottom 2 Top Construction LLC in the amount of $13,348.75, is hereby approved for payment.

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

Motion was made by **Councilman Anderson,** seconded by **Councilman Elbin,** and the following vote was recorded:

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Rusty Anderson
Dante Elbin

NAYS: **None**

ABSENT: **Gordon Gollott**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

INVOICE

Bottom 2 Top Construction LLC
16708 Highway 67
Biloxi, MS 39532

jraffeo@bottom2top.net
+1 (228) 731-3795

Bottom 2 Top Construction LLC
Underground Utilities
Office 228-731-3795
Cell 228-234-3739

City Of Gautier:#373 Martin Bluff Bore Lark St Emergency Bore

Bill to
City Of Gautier
3305 Vancleave Rd
Gautier,
Gautier, MS 39553

Invoice details
Invoice no.: MS0375039
Terms: Net 30
Invoice date: 04/03/2025
Due date: 05/03/2025

P.O. Number: Martin Bluff Bore Project

#	Product/service	Description	Qty	Rate	Amount
1.	**Building Cost**	Mobilization (LS)	1	$3,330.00	$3,330.00
2.	**Building Cost**	Bore 4" SDR 11 FM (LF)	65	$138.75	$9,018.75
3.	**Building Cost**	Traffic Control/Hydrovac (LS)	1	$1,000.00	$1,000.00
		Total			**$13,348.75**

Councilman Gollott arrived to the Council Meeting at 11:41am.

Councilman George made the motion to accept the Planning Commission's recommendation to approve a twenty-nine-point seven (29.7') variance to front yard setback requirements, as presented, for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District, located at 3556 Mackeral Drive, Gautier, MS (GPC #25-11-VAR). Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 072-2025

WHEREAS, the Planning Department received a request from Paul Brayfield, located at 3556 Mackeral Drive, for a twenty-nine-point seven (29.7') variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District; and

WHEREAS, on February 13, 2025, the Planning Department received a request from the applicant for a twenty-nine-point seven (29.7') variance to front yard setback requirements for an accessory structure; and

WHEREAS, the applicant would like to build a 24' x 24' carport over an existing concrete slab in front of his house; and

WHEREAS, the proposed location would put the carport 29.7 past the front building line of his house, while the Unified Development Ordinance requires accessory structures to be behind the front building line of the primary structure; and

WHEREAS, the carport would still be 34.8' from the front property line due to the depth of the property; and

WHEREAS, according to the applicant, given the limited space on the sides of the primary structure, there is limited ability to construct such a structure on either side of his residence; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of same; and

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance have been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby adopts the variance with the recommendation from the Planning Commission for this request;

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

Motion was made by **Councilman George**, seconded by **Councilman Gollott,** and the following vote was recorded:

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Babs Logan, Planning Technician
Date:	04/08/2025
Subject:	Consider a request for a twenty-nine point seven foot (29.7') variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District at 3556 Mackeral Drive. (GPC #25-11-VAR)

REQUEST:
The Planning Department has received a request from Paul Brayfield for a twenty-nine point seven foot (29.7') variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District at 3556 Mackeral Drive. (GPC #25-11-VAR). The application fee of $175 was paid on February 13, 2025. All public notice requirements have been met.

BACKGROUND:
The applicant would like to build a 24' x 24' carport over an existing concrete slab in front of his house. The proposed location would put the carport 29.7' past the front building line of his house. The Unified Development Ordinance (UDO) requires accessory structures to be behind the front building line of the primary structure. The carport would still be 34.8' from the front property line. The applicant is asking for a 29.7' variance to front yard setback requirements for an accessory structure.

DISCUSSION:
The applicant is asking for a 29.7' variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District. He would like to put the carport in front of his house on an existing concrete slab. The carport would be 34.8' from the front property line. The Unified Development Ordinance (UDO) requires accessory structures to be behind the front building line of the primary structure.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines Variances as:
A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines Hardship as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.
UDO SECTION 4.18: Variance
In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage)

of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.
Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with Section 4.18.3 below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

A. 30% of required off-street parking spaces and/or
B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
C. That the special conditions and circumstances do not result from actions of the applicant; and
D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the variance.
The City Council may:
Approve the variance request as presented;
Approve the variance request with changes; or
Deny the variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 4.3.25 (25-11-VAR)
2. Complete Packet 25-11-VAR

Excerpt from April 3, 2025, Planning Commission Meeting:

The Planning Department has received a request for a twenty-nine point seven foot (29.7') variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District at 3556 Mackeral Drive. (GPC #25-11-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He noted that the sketch provided by the applicant shows that the accessory structure would still meet the front setback requirements for a primary structure on a parcel in that district.

REQUEST:

The Planning Department has received a request from Paul Brayfield for a twenty-nine point seven foot (29.7') variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District at 3556 Mackeral Drive. (GPC #25-11-VAR). The application fee of $175 was paid on February 13, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a 24' x 24' carport over an existing concrete slab in front of his house. The proposed location would put the carport 29.7' past the front building line of his house. The Unified Development Ordinance (UDO) requires accessory structures to be behind the front building line of the primary structure. The carport would still be 34.8' from the front property line. The applicant is asking for a 29.7' variance to front yard setback requirements for an accessory structure.

DISCUSSION:

The applicant is asking for a 29.7' variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District. He would like to put the carport in front of his house on an existing concrete slab. The carport would be 34.8' from the front property line. The Unified Development Ordinance (UDO) requires accessory structures to be behind the front building line of the primary structure.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

> A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

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(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

A. 30% of required off-street parking spaces and/or

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

C. That the special conditions and circumstances do not result from actions of the applicant; and

D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets all "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the variance request as presented;
2. Recommend that City Council approve the variance request with changes; or
3. Recommend that City Council deny variance request.

Vice-Chairman Ward asked the applicant to present his case.

Paul Brayfield, applicant, said he wants to build a steel carport on an existing concrete slab in front of his house. He said he can't build on the side because there is not enough room. He noted that it appears from the survey that there is a 34.8' setback from the front property line to where he would like to put the carport. The structure is wind rated.

Vice-Chairman Ward asked Mr. Ankerson about using an existing slab, since typically you would use footers on steel columns and the slab is already there.

Mr. Ankerson said he had not seen actual plans but if it is a Carolina carport type structure, they do have tie down methods and could use ground anchors on the outside of the slab. As long as the plan is stamped by an engineer saying it will meet the 160 mph wind rating, and the 2018 adopted Code, it would be okay.

Mr. Brayfield said he had the brochure from the company that has the instructions for putting the four posts in the ground and concrete. He said this particular structure is 168 mph wind rated.

Vice-Chaiman Ward said that he went and looked at the property and it would be hard to put anything on the side of the house. He noted that since there would be a 34' front setback and it was a carport which has no walls there wouldn't be a site visibility issue.

There were none in attendance speaking in opposition of the request.

ACTION TAKEN:

Commissioner Hudson made a motion to recommend that the City Council approve the variance.

Vice-Chairman Ward seconded the motion, and the following vote was recorded:

AYES:	**Josh Ward**
	Maurice Hudson
	Chris Hoover
	Ricky Decoteau
ABSENT	**Kay C. Jamison**
	DeAnna McManus
	William Davis

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 3, 2025

GPC #25-11-VAR

3556 Mackeral Drive

VII. NEW BUSINESS

1. Consider a request for a twenty-nine point seven foot (29.7') variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District. 3556 Mackeral Drive, (GPC #25-11-VAR)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: March 24, 2025

Subject: Consider a request for a twenty-nine point seven foot (29.7') variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District at 3556 Mackeral Drive. (GPC #25-11-VAR)

REQUEST:

The Planning Department has received a request from Paul Brayfield for a twenty-nine point seven foot (29.7') variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District at 3556 Mackeral Drive. (GPC #25-11-VAR). The application fee of $175 was paid on February 13, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a 24' x 24' carport over an existing concrete slab in front of his house. The proposed location would put the carport 29.7' past the front building line of his house. The Unified Development Ordinance (UDO) requires accessory structures to be behind the front building line of the primary structure. The carport would still be 34.8' from the front property line. The applicant is asking for a 29.7' variance to front yard setback requirements for an accessory structure.

DISCUSSION:

The applicant is asking for a 29.7' variance to front yard setback requirements for an accessory structure in a R-3 Mobile/Manufactured Home Residential Zoning District. He would like to put the carport in front of his house on an existing concrete slab. The carport would be 34.8' from the front property line. The Unified Development Ordinance (UDO) requires accessory structures to be behind the front building line of the primary structure.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

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UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

A. 30% of required off-street parking spaces and/or

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

C. That the special conditions and circumstances do not result from actions of the applicant; and

D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets all "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the variance request as presented;
2. Recommend that City Council approve the variance request with changes; or
3. Recommend that City Council deny variance request.

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

25-11-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Variance	_____	$176.00

*Includes $1.00 filing fee per MS Code §25-60-5

Name of Applicant: PAUL BRYFIELD

Name of Business: _____ Phone: _____

Property Address: 3556 MACKERAL DR Mailing Address (if Different): _____

E-Mail Address: PAUL2665@NETSCAPE.NET

Reason for request, location and intended use of Property: WOULD LIKE TO BUILD A CARPORT OVER MY EXISTING CONCRETE SLAB IN FRONT OF HOUSE

ATTACHMENTS REQUIRED AS APPLICABLE: 29.7' VARIANCE

✓ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.

✓ 2. A detailed project narrative.

_____ 3. Copy of protective covenants or deed restrictions, if any.

_____ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

_____ 5. Any other information requested by the Planning Director.

Signature of Applicant: [signature] Date of Application: 2/13/25

FOR OFFICE USE ONLY

Date Received 2/13/25 Verify as Complete Babs

Fee Amount Received 176.00 Initials of Employee Receiving Application Babs

R-3

VARIANCE

Criteria for Approval

1. What special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels), or structures or buildings in the same district?
   WANT TO BUILD A CARPORT IN FRONT OF HOUSE

2. Are these special conditions and circumstances a result of your actions? Explain.
   NO

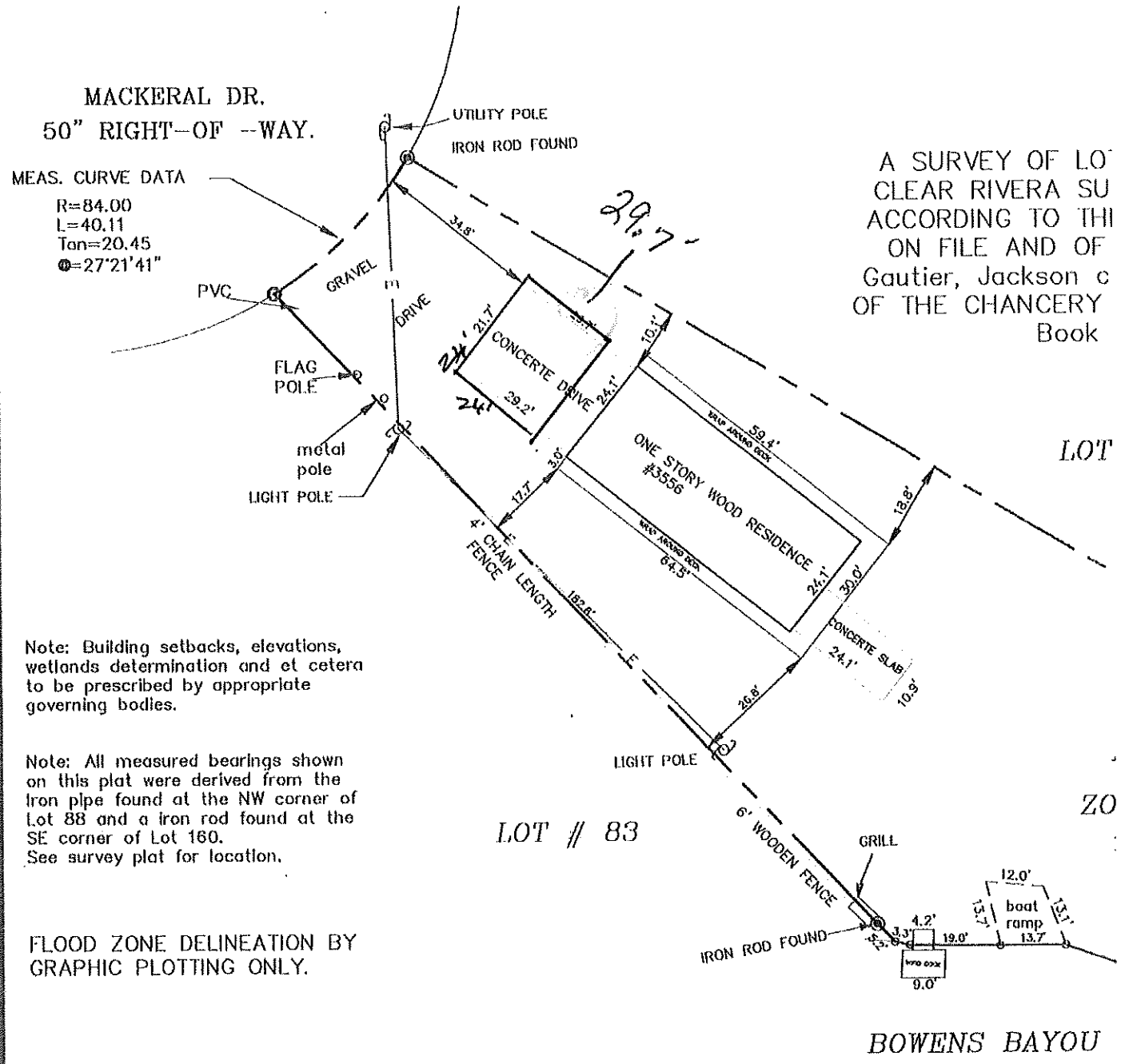
3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain.
   WILL NOT BE ABLE TO BUILD THE CARPORT

4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.
   NO

NARRATIVE

BUILD A CARPORT IN FRONT OF HOUSE OVER CONCRETE DRIVEWAY

Note: This survey has been prepared by information provided by the client and without the benefit of a current title rep other restrictions of record. Surveyor will be made available to add such features to this survey if a current title report authority. This survey does not warrant present ownership.



A SURVEY OF LO
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ZO

Note: Building setbacks, elevations, wetlands determination and et cetera to be prescribed by appropriate governing bodies.

Note: All measured bearings shown on this plat were derived from the iron pipe found at the NW corner of Lot 88 and a iron rod found at the SE corner of Lot 160. See survey plat for location.

FLOOD ZONE DELINEATION BY GRAPHIC PLOTTING ONLY.

Note: By Graphic Plotting only, this property is in Zone "AE" (16) of the Flood Insurance Rate Map 28059C03189G, Community Panel No. 280332--0318--G, revision date June 16, 2009. Check with Building Official for community determined base flood elevation. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition the above statement does not represent this surveyor's opinion of the probability of flooding.

MCELROY METAL

Quote #99623004, 2/12/2025

Building Type

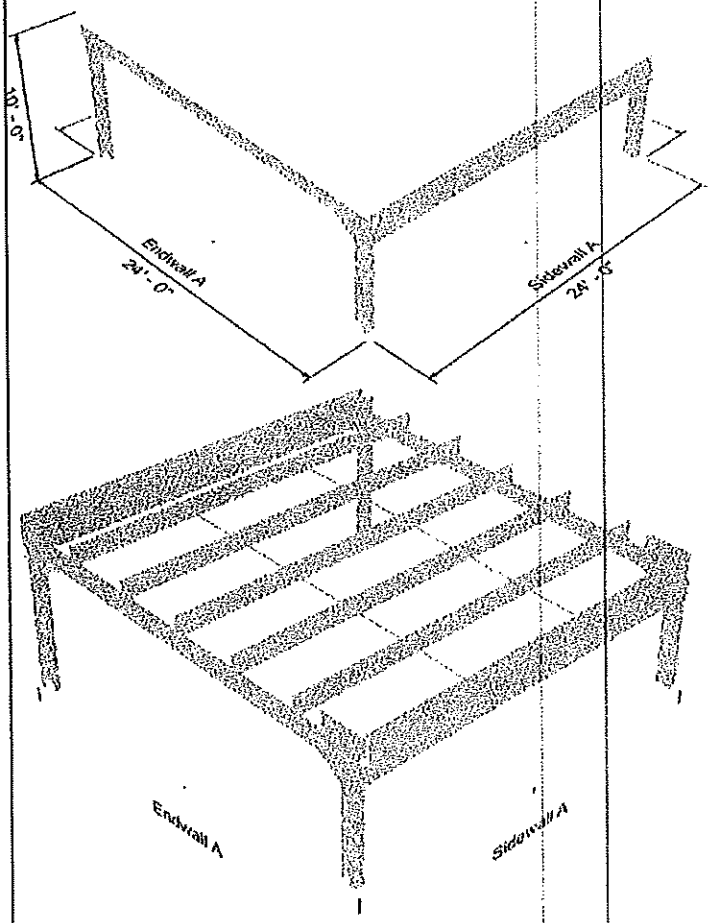
24' - 0" wide x 24' - 0" long x 8' - 0" high building
with roof pitch of Single Slope 1:12

Building Options

N/A
Roof finish: 26G painted
Wall finish: 26G painted

Stamped Engineering Plans

Slab foundation plans included
No snow load
163 mph (Jobsite is in a hurricane-prone region.) wind speed,
Exposure 'C'
2021 IBC

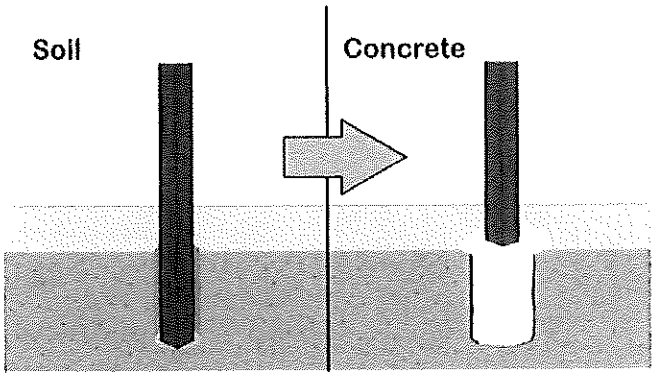


STEP BY STEP RECOMMENDATION FOR INSTALLATION OF SINGLE SLOPE CARPORT

STEP 1 – SET POSTS

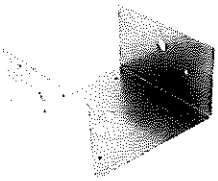
ACCOUNT FOR SLOPE WHEN SETTING POSTS. FRONT POSTS SHOULD BE TALLER THAN BACK POSTS. POSTS SHOULD BE SET ON THE OUTSIDE EDGE OF WIDTH MEASUREMENT AND NO MORE THAN 1 TO 2 FEET INSIDE DEPTH MEASUREMENT ON FRONT AND BACK. ENSURE THAT POSTS ARE LEVEL AND LINED UP BEFORE MOVING TO STEP 2.

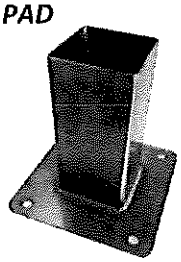
WITHOUT CONCRETE PAD

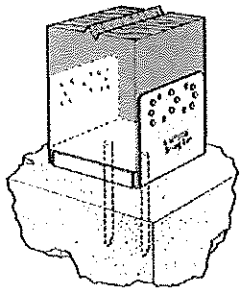


BURY ALL POSTS A MINIMUM OF 2 FEET UNDER GROUND. SET IN CONCRETE FOR ADDED STABILITY. CONCRETE SHOULD CURE FOR A MINIMUM OF 24 TO 36 HOURS BEFORE COMPLETING INSTALLATION.

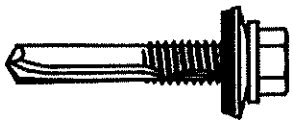
WITH CONCRETE PAD





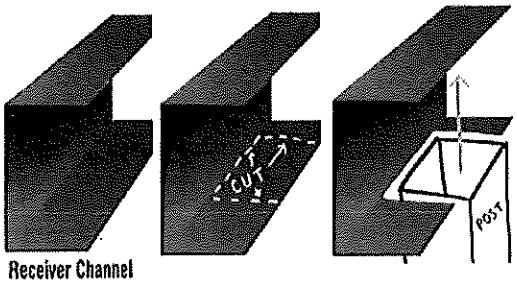


ATTACH BASE BRACKET TO CONCRETE WITH BOLTS OR DRIVE PINS. SET POST IN/ON BRACKET AND SECURE ON SIDES WITH FRAMING SCREWS.



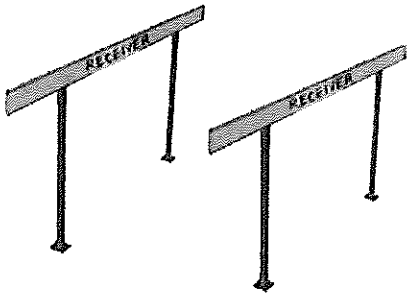
FRAMING SCREW

STEP 2 – INSTALL RECEIVER CHANNEL



Receiver Channel

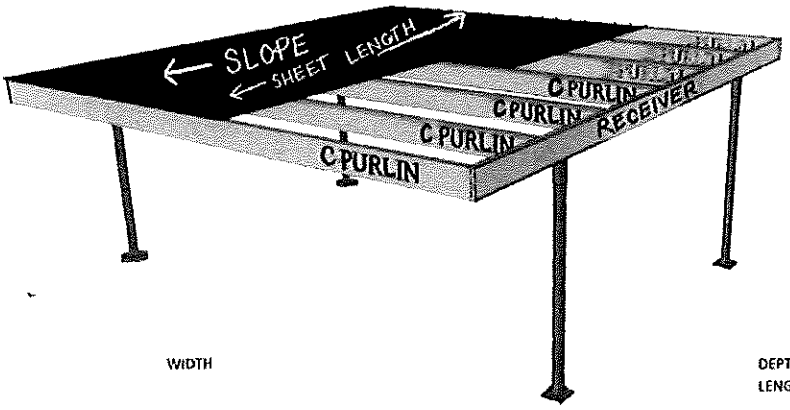
NOTCH RECEIVER CHANNEL TO SIT ON POST AS SHOWN. RUN RECEIVER BETWEEN POSTS ON BOTH SIDES. THE CHANNELS SHOULD BE FACING TOWARD THE CENTER. MEASURE TO ENSURE THEY ARE EVEN AND STRAIGHT IN RELATION TO EACH OTHER, THEN SECURE WITH FRAMING SCREWS.



STEP 3 – INSTALL CEE PURLIN

Cee Profile

CEE PURLIN WILL SIT INSIDE OF RECEIVER CHANNEL. ONE CEE PURLIN SHOULD BE ON EACH END OF RECEIVER CHANNEL TO FORM A CONTINUOUS BOX AROUND THE PEREMETER. RUN THE REST OF THE CEE PURLIN FACING THE SAME DIRECTION AS THE FRONT EVENLY SPACED. SECURE EACH WITH FRAMING SCREWS.



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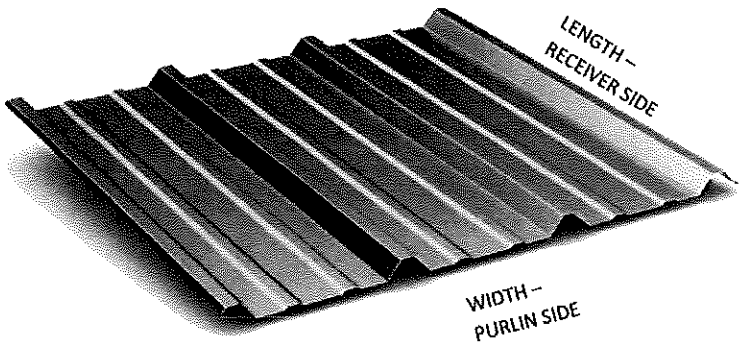
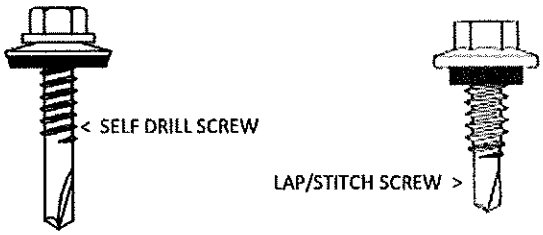
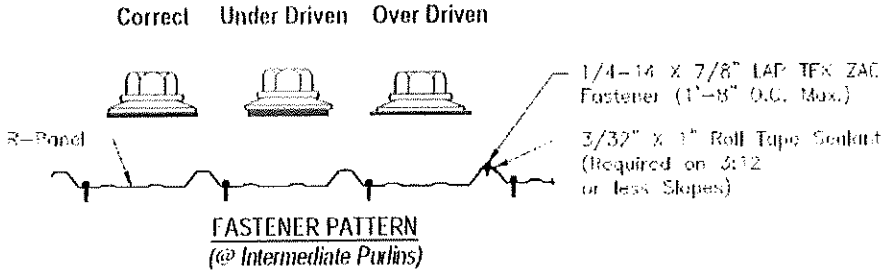
STEP 4 – INSTALL PANELS



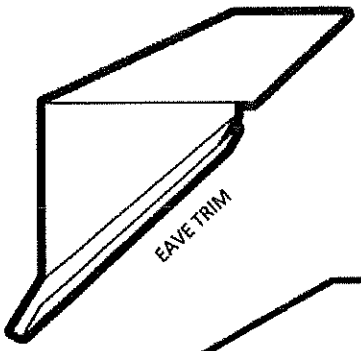
PANELS WILL RUN THE SAME DIRECTION AS YOUR RECEIVER CHANNEL ACROSS THE TOP OF THE CEE PURLIN. SCREW LINES FOR SECURING THE PANELS WILL RUN ALONG THE CEE PURLIN. SELF DRILL SCREWS WILL TAP THROUGH THE SHEET PANELS AND INTO THE CEE PURLIN UNDERNEATH. LAP/STITCH SCREWS AND SEALANT TAPE WILL BE USED WHERE THE SHEETS OVERLAP, AS WELL AS INSTALLING YOUR TRIM IN THE NEXT STEP. SEE DIAGRAM BELOW FOR RECOMMENDED SCREW PATTERNS.



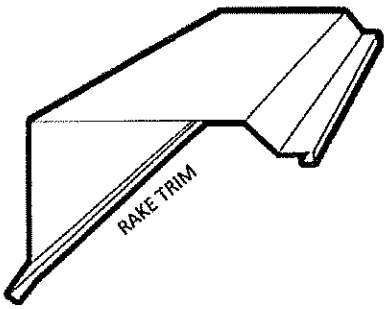


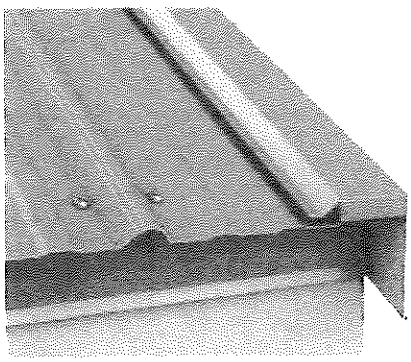
FASTENER PATTERN
(@ Intermediate Purlins)

STEP 5 – INSTALL TRIM (OPTIONAL)



PEEL PROTECTIVE FILM OFF ALL COLORED TRIM BEFORE INSTALLATION! EAVE TRIM WILL BE USED TO COVER THE CEE PURLIN ON THE FRONT AND BACK OF THE STRUCTURE. THE TOP LEG OF THE EAVE WILL BE INSTALLED UNDER THE PANELS ON THE LOWER SIDE. THE TOP LEG OF THE EAVE TRIM ON THE HIGHER SIDE OF THE STRUCTURE WILL BE INSTALLED ON TOP OF THE PANELS. RAKE TRIM WILL BE INSTALLED ON THE LENGTH SIDES OF THE PANELS TO COVER THE RECEIVER CHANNEL. ALL TRIM INSTALLED OVER THE PANELS SHOULD BE INSTALLED WITH LAP SCREWS WHERE IT TOUCHES THE HIGH RIB OF THE PANELS, OTHERWISE USE SELF DRILL SCREWS TO TAP THROUGH THE STRUCTURAL STEEL.





YOU'RE DONE!

IF YOU HAVE ANY QUESTIONS, OR IF WE CAN HELP WITH ANYTHING ELSE, PLEASE LET US KNOW!
THANK YOU FOR CHOOSING METAL MART!

Legal Stuff: this structure has not engineered specifications and has not been reviewed by a professional engineer. Building standards vary by location, and as such, always check with local zoning and official departments for more detailed requirements that will be or maintain codes or requirements in your area. Metal Mart does not and cannot verify that your structure was correctly designed to be built to withstand added weight. It is the customer's responsibility to ensure that any additions to your structure have been done in a safe and legal manner. Metal Mart is not liable for installation, collateral damage, injury, casting specifications, or code violations resulting from improper installation. It is always best to consult with an engineer or local contractor for proper installation and advice. Always check contractor references before hiring.

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86304101.000 BRAYFIELD PAUL

PIDN: 86304101.000

GISP: 872.03-01-0390.00

Owner Information

Percent of Ownership: 100

Name: BRAYFIELD PAUL

Name 2:

Mailing Address: 3556 MACKERAL DR
GAUTIER MS
39553

Site Address: 3556 MACKERAL DR GAUTIER

Land Information

Section: 03 Acreage: 0

Township: 8

Range: 7

Street Name MACKERAL DR

Value and Tax Information

Total Assessed Value: 9953 Total Appraised Value: 99527

Improvement Value: 89087 Land Value: 10440

Tax Amount: 346 SQ FT: 2073 Year Built: 1999

Legal Description

Description: LOT 82 POINT CLEAR RIVIERA S/D S
ECTION I PB 10-24 DB 1998-732 (3
90 Map872.03-01)

Deed Book / Page: 1998 / 732

86304101.000 BRAYFIELD PAUL

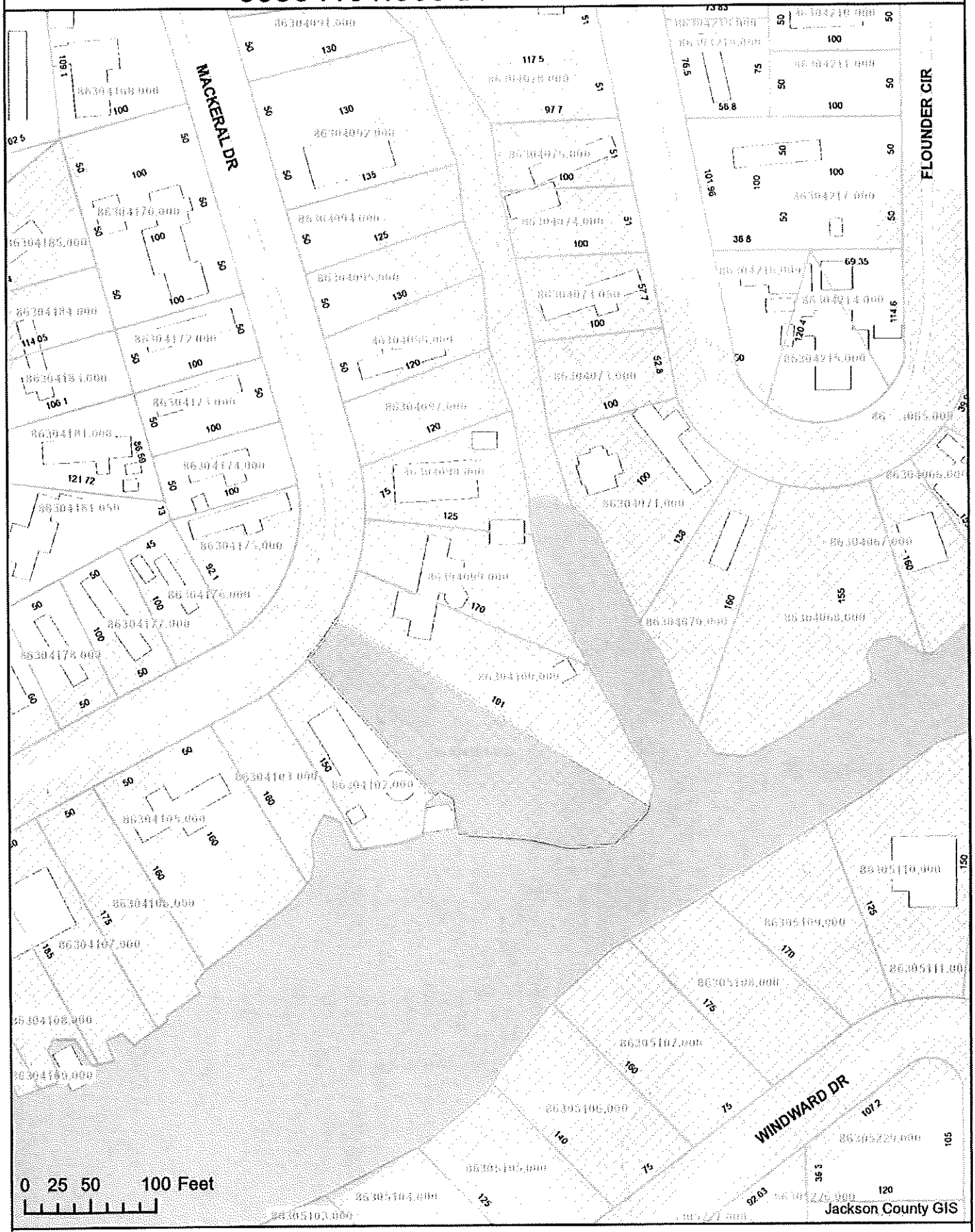


Exhibit A
Location Map

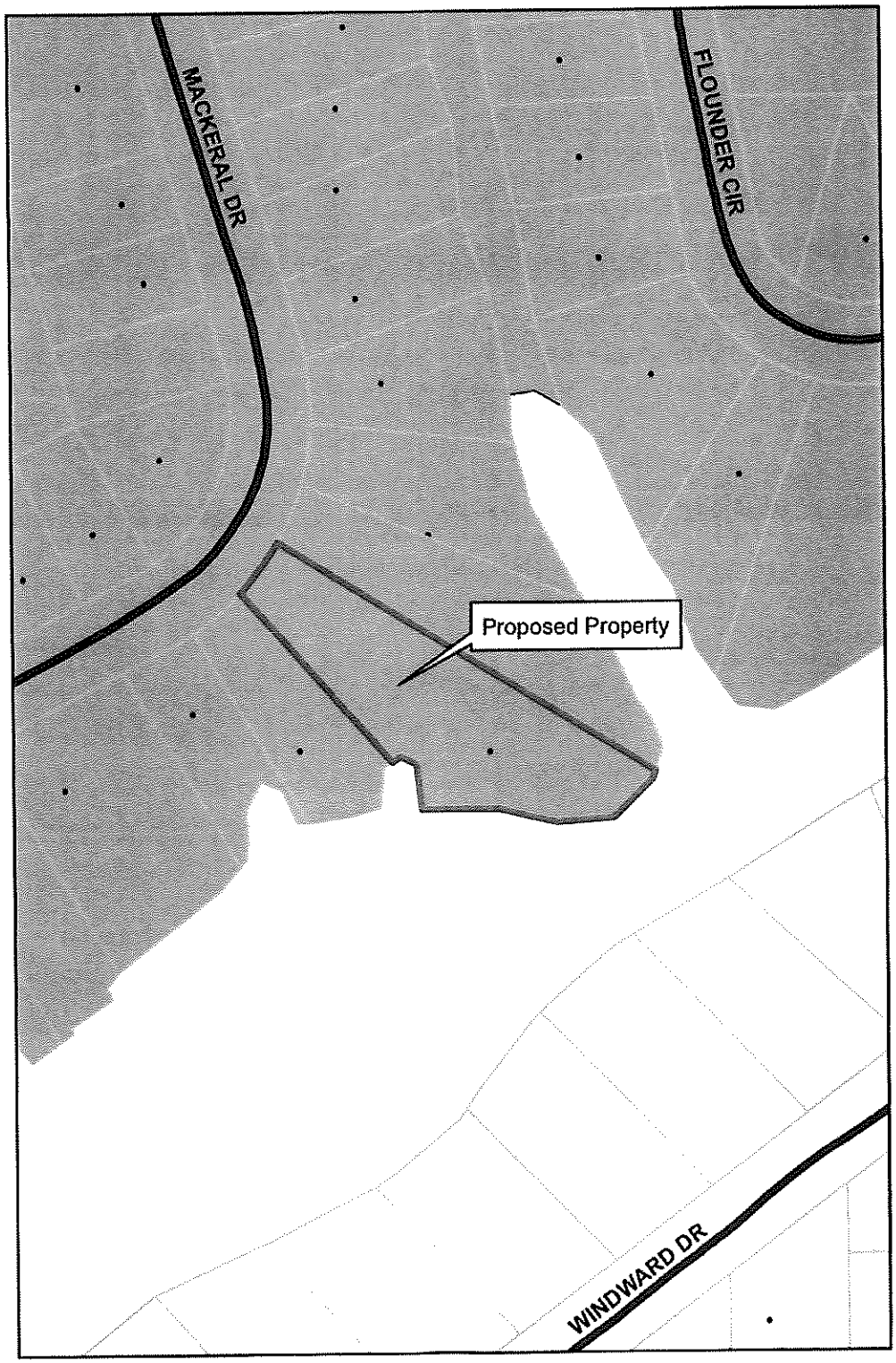
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



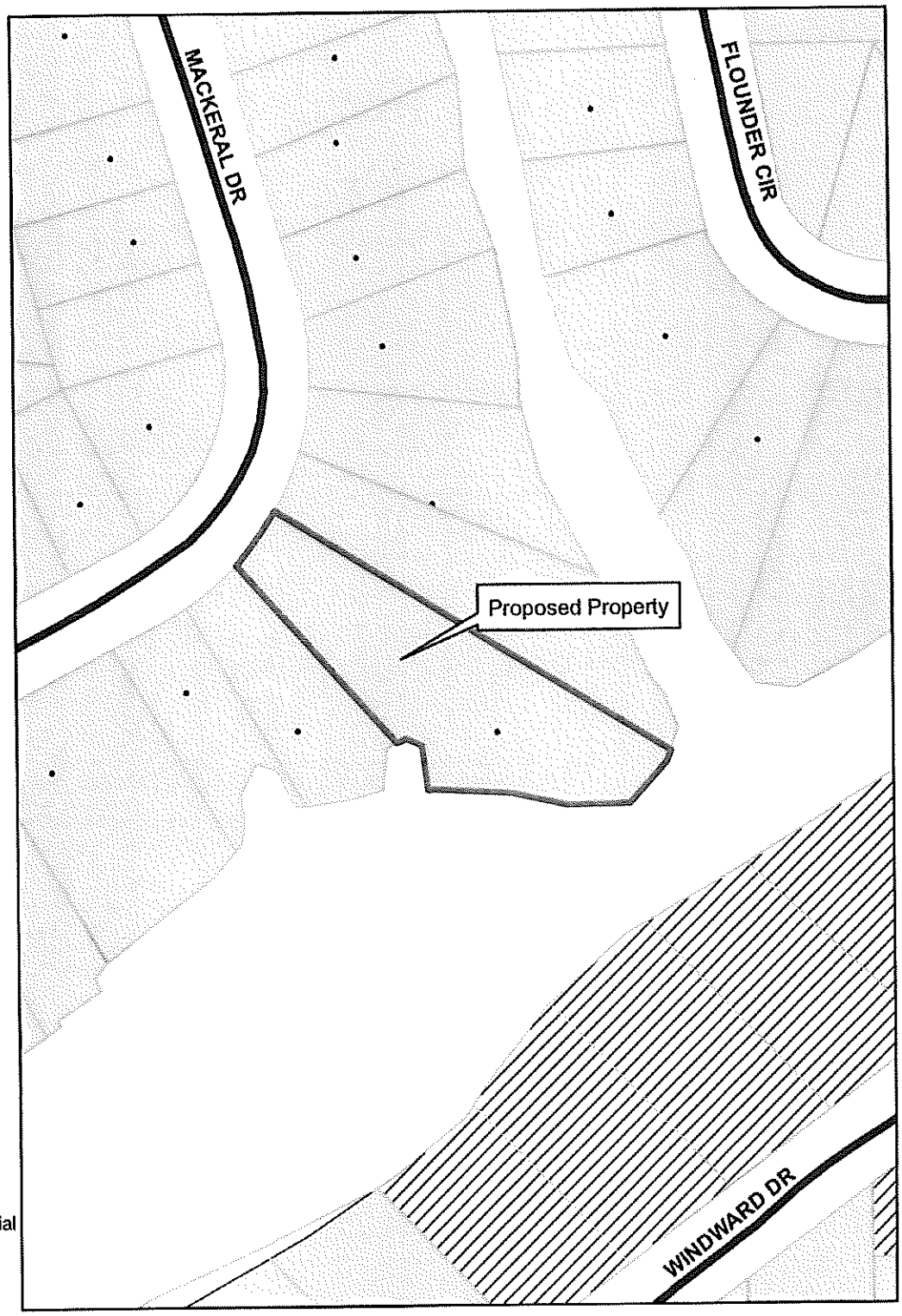
Legend

Zoning

ZONECODE

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

Exhibit C
Existing Land-Use



Prepared by:

City of Gautier
Planning Department

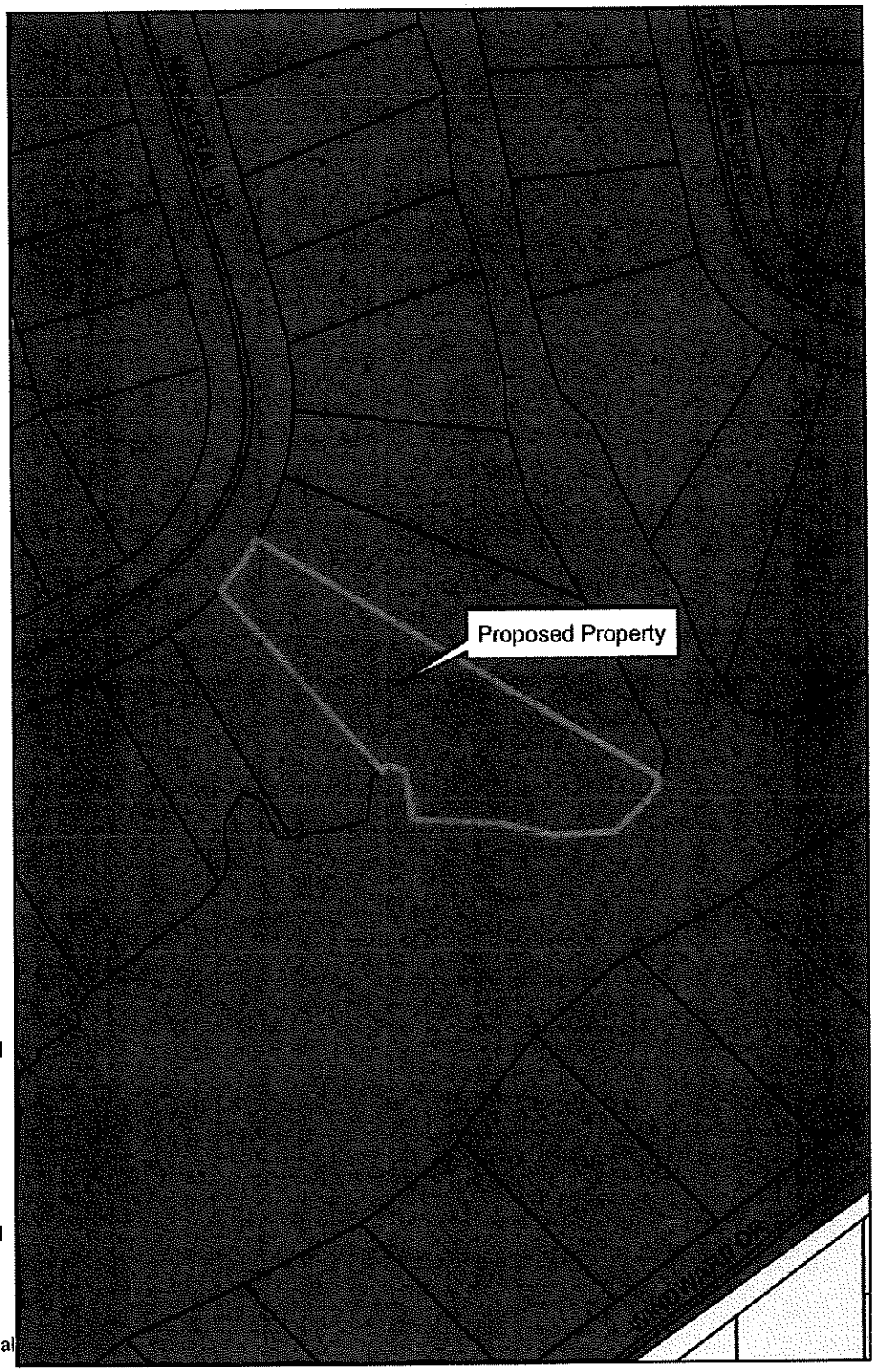
Legend

EXISTING LAND USE

ELU_08

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

Exhibit D
Future Land-Use



Prepared By:

City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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

Councilman Jackson made the motion to accept the Planning Commission's recommendation, including the stipulations, for a Special Exception that would allow a tire shop in a MURC-1 Mixed Use Recreation Commercial Zoning District, located at 3000 Ladnier Road, (GPC 25-12-SE) (PID #82502180.100). Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 073-2025 CITY

OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 25-12-SE
3000 LADNIER ROAD – SPECIAL EXCEPTION THAT WOULD ALLOW A TIRE SHOP IN A MURC-1 MIXED USE RECREATION COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 82502180.100

WHEREAS, an application for a Special Exception Permit that would allow a tire shop in a MURC-1 Mixed Use Recreation Commercial Zoning District was submitted by Jason Simpson dba E & J Tire and Automotive; and

WHEREAS, the City Council hereby finds that the proposed use, that would allow a tire shop to be located on 3000 Ladnier Road, requires a Special Exception in a MURC-1 Mixed Use Recreation Commercial Zoning District; and

WHEREAS, the parcel subject to this Permit is located at 3000 Ladnier Road, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its April 3, 2025 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended to approve the Special Exception, with the following restrictions: 1) no more than 2500 tires are placed behind the fence line and must be below the 6' height level of the fence, 2) all overnight cars are limited to seven (7) days, anything greater than 7 days need to be reported to the planning department; and

WHEREAS, the City Council hereby finds that the proposed Special Exception will be in harmony with the purpose and intent of the Unified Development Ordinance; and will not be injurious to the neighborhood or the general welfare; and

WHEREAS, the City Council hereby finds that the proposed Special Exception is consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance have been met to approve a Special Exception Permit; and

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation, including the stipulations, of the Planning Commission and approves the application submitted by E & J Tire and Automotive on March 10, 2025 for a Special Exception Permit.

IT IS FURTHER ORDERED that the Planning Department shall have this permit on file and provide the applicant a copy of the permit.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Babs Logan, Planning Technician
Date:	04/08/2025
Subject:	Consider a request for a Special Exception that would allow a tire shop in a MURC-1 Mixed Use Recreation Commercial Zoning District, 3000 Ladnier Road, PID #82502180.100. (GPC #25-12-SE)

REQUEST:

The Planning Department has received a request from Jason Simpson dba E & J Tire and Automotive for a Special Exception that would allow a tire shop in a MURC-1 Mixed Use Recreation Commercial Zoning District at 3000 Ladnier Road, PID #82502180.100. (GPC #25-12-SE). The application fee of $250 was paid on March 10, 2025. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-1 Mixed Use Recreation Commercial.

1. Location: 3000 Ladnier Road, PID #82502180.100 (See Exhibit A)
2. General features of the proposed project:

Lot Size: approximately 0.76 acres

3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): MURC-1 Mixed Use Recreation Commercial
5. Current Surrounding Zoning (See Exhibit B): MURC-1 Mixed Use Recreation Commercial to the north and south, R-1 Single Family Residential to the east and west.
6. Current Surrounding Existing Land Use (See Exhibit C): Residential to the north and west, (also a Pregnancy Resource Organization to the west that was given special permission by the city to be located in a Residential District), Vacant to the south and east.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: This property has been a tire shop for the past 10 plus years. With the exception of a shop out close to 57, there are no others close or even in Gautier at all, that I am aware of. The citizens of Gautier deserve a quality tire installer who operates within the city limit and is known for honesty, integrity and dedication to their customers.

Staff Finding: Unsubstantiated

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: We, as a business, take pride in our establishment, the property, and surrounding areas. Trash will not pile up, no vehicles in a state of major disrepair will be left outside the building, and noises will be kept to a minimum. We strive to exist in harmony with any and all neighbors and citizens.

Staff Finding: Unsubstantiated

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: The building sat vacant for more than 180 days after the last business vacated. We are not affiliated with Martin's Tire in any way.

Staff Finding: Unsubstantiated

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
A. The property changes ownership
B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.
The UDO defines Hardship as:
Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Special Exception with the following restrictions, 1) no more than 2500 tires are placed behind the fence line and must be below the 6' height level of the fence, 2) all overnight cars are limited to 7 days, anything greater than 7 days needs to be reported to the Planning Department.
The City Council may:
Approve the Special Exception;
Approve the Special Exception with changes; or
Deny the Special Exception.

ATTACHMENTS:

1. Excerpt GPC Meeting 4.3.25 (25-12-SE)
2. Complete Packet 25-12-SE

Excerpt from April 3, 2025, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow a tire shop in a MURC-1 Mixed Use Recreation Commercial Zoning District at 3000 Ladnier Road, PID #82502180.100. (GPC #25-12-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He advised the Commissioners that there had previously been a tire shop at this location that had quite a few Code Enforcement problems and violations. The City had to perform a City abatement on the property and spend thousands of dollars cleaning up the property. There were thousands of tires that were left behind. He advised them of this so if they were looking to recommend approval of the request they might consider putting some strict conditions on the request. Perhaps restrict the number of tires they can store on the property or how they can store them, whether that be inside a structure or behind the fence. Things to think about since the City had problems with this property with this same use.

Vice-Chairman Ward asked if this was the same owner or a new owner.

Elizabeth Simpson, the applicant's wife, said they own the new business but not the building.

REQUEST:

The Planning Department has received a request from Jason Simpson dba E & J Tire and Automotive for a Special Exception that would allow a tire shop in a MURC-1 Mixed Use Recreation Commercial Zoning District at 3000 Ladnier Road, PID #82502180.100. (GPC #25-12-SE). The application fee of $250 was paid on March 10, 2025. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-1 Mixed Use Recreation Commercial.

1. Location: 3000 Ladnier Road, PID #82502180.100 (See Exhibit A)

2. General features of the proposed project:
   Lot Size: approximately 0.76 acres

3. Potable Water and Wastewater Services: Available at current location

4. Current Zoning (See Exhibit B): MURC-1 Mixed Use Recreation Commercial

5. Current Surrounding Zoning (See Exhibit B): MURC-1 Mixed Use Recreation Commercial to the north and south, R-1 Single Family Residential to the east and west.

6. Current Surrounding Existing Land Use (See Exhibit C): Residential to the north and west, (also a Pregnancy Resource Organization to the west that was given special permission by the city to be located in a Residential District), Vacant to the south and east.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

***Applicant Response**: This property has been a tire shop for the past 10 plus years. With the exception of a shop out close to 57, there are no others close or even in Gautier at all, that I am aware of. The citizens of Gautier deserve a quality tire installer who operates within the city limit and is known for honesty, integrity and dedication to their customers.*

***Staff Finding:** Unsubstantiated*

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

***Applicant Response:** We, as a business, take pride in our establishment, the property, and surrounding areas. Trash will not pile up, no vehicles in a state of major disrepair will be left outside the building, and noises will be kept to a minimum. We strive to exist in harmony with any and all neighbors and citizens.*

***Staff Finding:** Unsubstantiated*

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

***Applicant Response:** The building sat vacant for more than 180 days after the last business vacated. We are not affiliated with Martin's Tire in any way.*

***Staff Finding:** Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)

5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
   A. The property changes ownership
   B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
   C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);

(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and

(3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

Vice-Chairman Ward asked the applicant to present her case.

Jason Simpson, the applicant, said they had a tire shop in Pascagoula for five years.

Mrs. Simpson said the property was sold out from underneath them while they were still renting the building. It was sold to the City of Pascagoula. She said there is a 14-million-dollar development that is being built behind where the shop is located. The landlord of the building decided that she preferred the money, and the City decided a used tire shop was not a good look across from a brand new hotel. She said they moved as quickly as possible. They had no time or warning.

Vice-Chairman Ward advised the applicants, that if the Commission recommended approval of the request, there would be stipulations placed on the approval because of previous Code Enforcement issues at the property for the same use they were asking for.

Mrs. Simpson said they take a lot of pride in the way their business looks. The tires outside will be well maintained. There will be no standing water, and they will treat for mosquitoes. The whole back of property where tires are stored are fenced in with a wooden privacy fence.

Vice-Chairman Ward said he would suggest that a stipulation put on the request that everything needs to be behind the fence.

Mr. Ankerson said that the thousands of tires that the City spent money cleaning up were behind that fence. It is a very large backyard.

Commissioner Decoteau asked what the applicant's procedure was for getting rid of old tires.

Mrs. Simpson said they have a licensed disposal company that picks them up. They never let their bad tires get to be more than about 450 or so and they get rid of them all at once. She said they come to pick up the old tires every two or three weeks.

Commissioner Decoteau asked how many used tires for sale did they have on hand at any given time.

Mr. Simpson said maybe a thousand and they would be stored behind the fence.

Mrs. Simpson said they have big wooden racks the tires are on to make them easily accessible and easily movable.

Commissioner Decoteau asked if in the five years they were located in Pascagoula was there ever a time they felt like they were getting overwhelmed with too many tires at once.

Mrs. Simpson said that over the last five years there were probably two times they felt that way and that was the removal of the old ones.

Mr. Simpson said he thought the feeling of being overwhelmed was because they had to keep everything inside at their Pascagoula location because they didn't have a yard like this place does.

Commissioner Hudson said that besides the tires at the previous tire shop, there were old broke down cars that were there. He asked the applicants if it would be just tires or would it also be a mechanic shop.

Mrs. Simpson said they would be doing very light mechanic work. It would be maintenance work, such as brakes and valve cover gaskets. There would never be a need for cars to be there longer than a week unless they were waiting on parts to come in.

Mr. Simpson said that any mechanical work would probably take under four hours labor time.

Mrs. Simpson said they were planning on repainting the building.

Vice-Chairman Ward asked Mr. Ankerson if everything had been cleaned up from the previous owner or was there need for more cleanup.

Mr. Ankerson said the City had completely cleaned it up. He said he had checked to see if the lien was still posted on the property from where the City had paid to have it cleaned up. When the City puts a lien on a property it sometimes is not paid until the property sells, but when he checked with the county it only showed this year's taxes being owed so it does appear that the lien has been paid.

Vice-Chairman Ward suggested putting a limit on the number of tires that could be on the property.

Commissioner Hudson suggested at least restrict them from being higher than the fence.

Vice-Chairman Ward then suggested stipulations for no more than a total of 2500 tires not to be seen above the fence line, and to restrict the amount of time cars could be parked at the property overnight. If more time was needed, then they could let the Planning Department know.

There were none in attendance speaking in opposition of the request.

ACTION TAKEN:

Vice-Chairman Ward made a motion to recommend that City Council approve the Special Exception with the following restrictions, 1) no more than 2500 tires are placed behind the fence line and must be below the 6' height level of the fence, 2) all overnight cars are limited to 7 days, anything greater than 7 days needs to be reported to the Planning Department.

Commissioner Decoteau seconded the motion, and the following vote was recorded:

AYES:	**Josh Ward**
	Maurice Hudson
	Chris Hoover
	Ricky Decoteau
ABSENT:	**Kay C. Jamison**
	DeAnna McManus
	William Davis

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 3, 2025

GPC #25-12-SE

Jason Simpson dba E & J Tire & Automotive

3000 Ladnier Road

VII. NEW BUSINESS

2. Consider a request for a Special Exception that would allow a tire shop in a MURC-1 Mixed Use Recreation Commercial Zoning District. 3000 Ladnier Road, PID #82502180.100. (GPC #25-12-SE)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: March 24, 2025

Subject: Consider a request for a Special Exception that would allow a tire shop in a MURC-1 Mixed Use Recreation Commercial Zoning District, 3000 Ladnier Road, PID #82502180.100. (GPC #25-12-SE)

REQUEST:

The Planning Department has received a request from Jason Simpson dba E & J Tire and Automotive for a Special Exception that would allow a tire shop in a MURC-1 Mixed Use Recreation Commercial Zoning District at 3000 Ladnier Road, PID #82502180.100. (GPC #25-12-SE). The application fee of $250 was paid on March 10, 2025. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-1 Mixed Use Recreation Commercial.

1. Location: 3000 Ladnier Road, PID #82502180.100 (See Exhibit A)

2. General features of the proposed project:
   Lot Size: approximately 0.76 acres

3. Potable Water and Wastewater Services: Available at current location

4. Current Zoning (See Exhibit B): MURC-1 Mixed Use Recreation Commercial

5. Current Surrounding Zoning (See Exhibit B): MURC-1 Mixed Use Recreation Commercial to the north and south, R-1 Single Family Residential to the east and west.

6. Current Surrounding Existing Land Use (See Exhibit C): Residential to the north and west, (also a Pregnancy Resource Organization to the west that was given special permission by the city to be located in a Residential District), Vacant to the south and east.

7. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

***Applicant Response**: This property has been a tire shop for the past 10 plus years. With the exception of a shop out close to 57, there are no others close or even in Gautier at all, that I am aware of. The citizens of Gautier deserve a quality tire installer who operates within the city limit and is known for honesty, integrity and dedication to their customers.*

***Staff Finding:** Unsubstantiated*

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

***Applicant Response:** We, as a business, take pride in our establishment, the property, and surrounding areas. Trash will not pile up, no vehicles in a state of major disrepair will be left outside the building, and noises will be kept to a minimum. We strive to exist in harmony with any and all neighbors and citizens.*

***Staff Finding:** Unsubstantiated*

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

***Applicant Response:** The building sat vacant for more than 180 days after the last business vacated. We are not affiliated with Martin's Tire in any way.*

***Staff Finding:** Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary

to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)

5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

   A. The property changes ownership

   B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or

   C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

25-12-SE

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

TYPE OF REQUEST:	FEE:
Special Exception _____	$251.00

*Includes $1.00 filing fee per MS Code §25-60-5

Special Exception– These uses are not allowed by right and **require** a recommendation by the Planning Commission and approval of the City Council.

Name of Applicant: Jason Simpson

Name of Business: E and J Tire and Automotive

New Business Address: 3000 Ladnier Rd. Gautier

Mailing Address (if different): _____

Email Address: eandjtire@gmail.com

Phone: 228-234-1742 Cell Phone: 228-304-5193

Reason for request, location and intended use of Property: to put a tire shop in a MURC-1 zone

ATTACHMENTS REQUIRED AS APPLICABLE:

_____ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
✓ 2. Legal descriptions and street address.
✓ 3. A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
_____ 4. Copy of protective covenants or deed restrictions, if any.
_____ 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
_____ 6. Any other information requested by the Planning Director.
✓ 7. Owner's Consent form if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: [signature]

FOR OFFICE USE ONLY

Date Received 3/10/25 Verify as Complete Babs

Fee Amount Received 251.00

Initials of Employee Receiving Application Babs

MURC-1 March

OWNERS CONSENT AND DESIGNATION OF AGENCY – SPECIAL EXCEPTION

Date of Application: 2/2/25

I, Vanderson Chao, the fee simple owner of the following described property (give legal description):

COM S/M RR & E/M
Ladnier Rd. Sly Alg Rd.
346' for POP Con't Sly
Alg Rd. 160' S 85 Deg E 187'
N 9 Deg E 169' N 87 Deg W 218' to P

hereby petition to the City of Gautier to *Grant a Special Exception of* _____

_____ and affirm that Jason Simpson

is hereby designated to act as agent on my behalf to accomplish the above.

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

Vanderson Chao
(Owner's Signature)

The foregoing instrument was acknowledged before me this 5 day of March, 20 25 by Vanderson Chao, who is personally known to me or has produced MSDL as identification and who did take an oath.

Bridgett Gager Davis
(Printed Name of Notary Public)

Bridgett Gager Davis
(Signature of Notary Public)

Commission # 114941. My commission expires Feb 2, 2028

(Notary's Seal)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 114941
BRIDGETT GAGER DAVIS
Commission Expires
Feb. 2, 2028
JACKSON COUNTY

Owner of property must sign out Notarize

SPECIAL EXCEPTION

Criteria for Approval
Special Exception

A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant?

A. This property has been a tire shop for the past 10 plus years. With the exception of a shop out Close to 57, there are no others close or even in Gautier at all, that I am aware of. The citizens of Gautier deserve a quality tire installer who operates within the city limit and is known for honesty, integrity and ~~the~~ dedication to their customers.

B. We, as a business, take pride in our establishment, the property, and surrounding areas. Trash will not pile up, no vehicles in a state of major disrepair will be left outside the building, and noises will be kept to a minimum. We strive to exist in harmony with any and all neighbors and citizens.

C. The building sat vacant for more than 180 days after the last business vacated. We are not affiliated with Martin's Tire in any way.

We have already signed a lease for the building as we had to relocate our business very quickly. We previously operated on Highway 90 in Pascagoula, but due to an ongoing city funded project and the unexpected sale of the building we operated out of we were forced to vacate with only 30 days notice. We began working 15-18 hour days in order to get everything out in our allotted time. We understand that the previous tenant left behind a large number of tires, which, we understand, created a number of issues. We want to assure you that we are not like that and we take pride in keeping our business and surroundings clean, organized, and in compliance with all waste management regulations. We will keep waste tires to a minimum and ensure the property remains well maintained. We appreciate your consideration in this matter and look forward to working with the city in the future.

82502180.100 CHAO VANDERSON & CHAO TIENG

PIDN: 82502180.100

GISP: 871.01-02-0351.00

Owner Information

Percent of Ownership: 100

Name: CHAO VANDERSON & CHAO TIENG

Name 2: REVOCABLE TRUST

Mailing Address: 8804 LIVE OAK AVE
OCEAN SPRINGS MS
39564

Site Address: 3000 LADNIER RD GAUTIER

Land Information

Section: 02 Acreage: 0.76

Township: 8

Range: 7

Street Name LADNIER RD

Value and Tax Information

Total Assessed Value: 17937 Total Appraised Value: 119577

Improvement Value: 82547 Land Value: 37030

Tax Amount: 2530 SQ FT: 2017 Year Built: 1970

Legal Description

Description: COM S/M RR & E/M LADNIER RD SLY ALG RD 346' FOR POB CON'T SLY ALG RD 160' S 85 DEG E 187' N 9 DEG E 169' N 87 DEG W 218' TO POB DB 1767-126 DB 1982-171 DB 1982-181 (351 MAP871.01-02)

Deed Book / Page: 1982 / 181

82502180.100 CHAO VANDERSON & CHAO TIENG

Exhibit A
Location Map

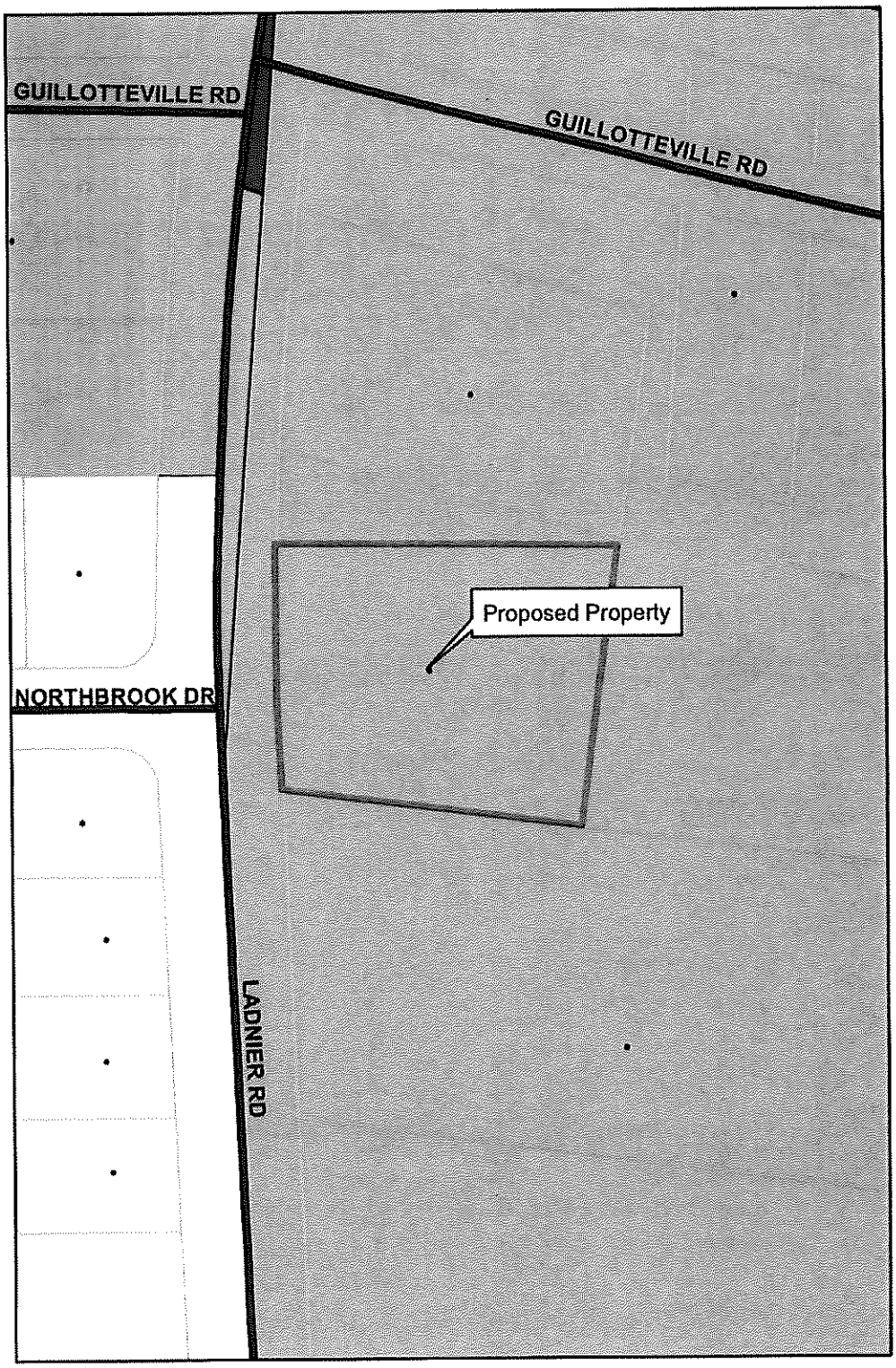
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



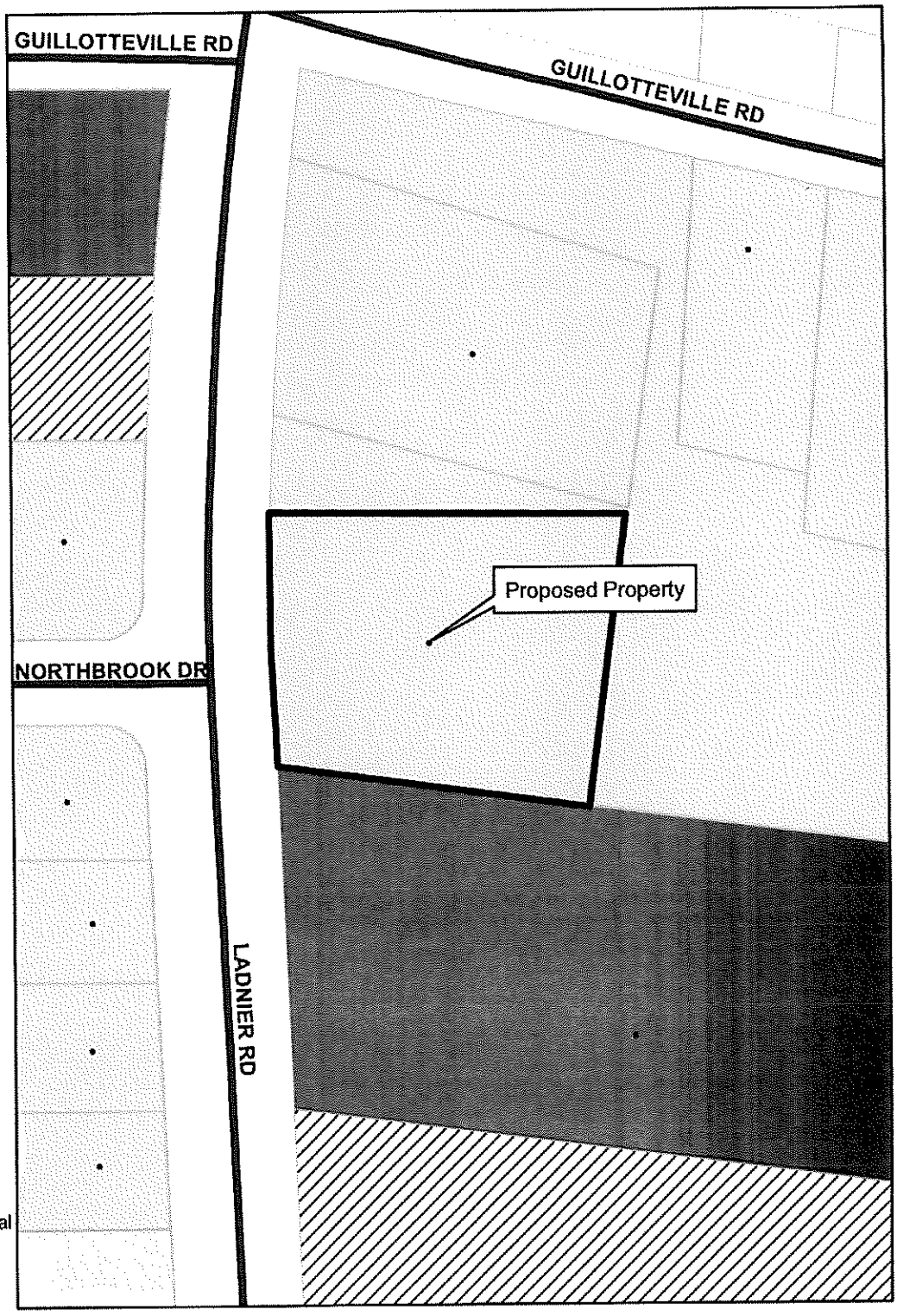
Legend

Zoning

ZONECODE

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

Exhibit C
Existing Land-Use



Prepared by:

City of Gautier
Planning Department

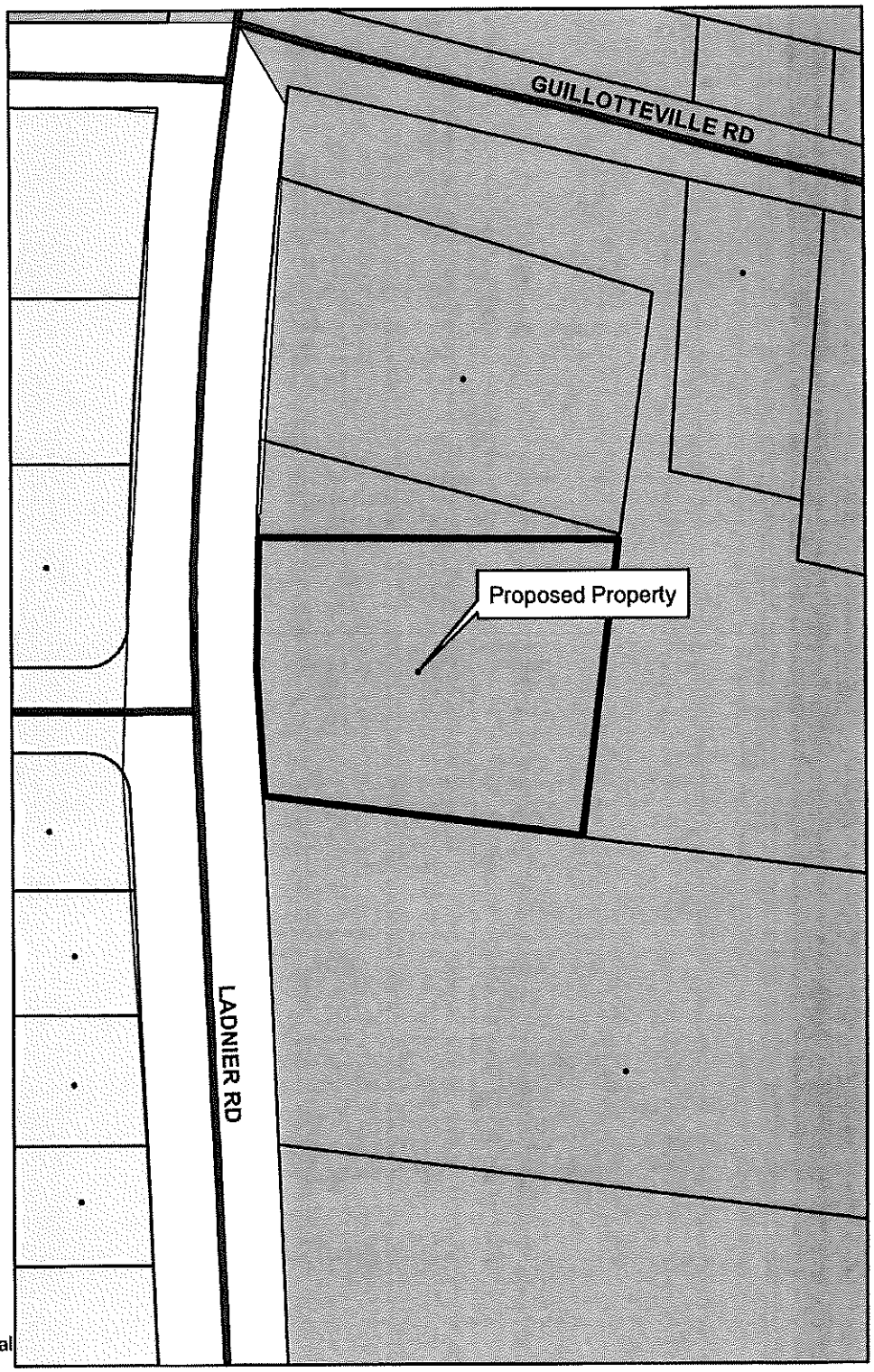
Legend

EXISTING LAND USE

ELU_08

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

Exhibit D
Future Land-Use



Prepared By:

City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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

Councilman Anderson made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 074-2025

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 **Councilman Anderson,** seconded by **Councilman George,** and the following vote was recorded:

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

Docket of Claims
Release date from 04/15/2025 thru 04/15/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG 7M BOND ACCT	251740	04/15/2025	03/28/2025			134,220.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		03282025	03/28/2025		134,220.44	
001	KAZLOW & FIELDS LLC	251761	04/15/2025	04/01/2025			497.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	FILE# 2023-1276: LANDAVERDE		08202024	03/31/2025		149.25	
	001-092-625	FILE# 2023-1276: LANDAVERDE		09122024	03/31/2025		99.50	
	001-000-357	FILE# 2023-1276: LANDAVERDE		10102024	03/31/2025		99.50	
	001-000-357	FILE# 2023-1276: LANDAVERDE		04012025	04/07/2025		149.25	
001	ACE HARDWARE OF OCEAN SPRINGS	251762	04/15/2025	04/02/2025			115.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	TRM HEAD AUTOCUT(4):WDEATERS		41435860	03/25/2025		109.08	
	001-170-559	DUPL KEY (3): TP DISPENSERS		41435860	03/25/2025		6.12	
001	RELX INC DBA LEXISNEXIS	251763	04/15/2025	04/02/2025			155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2025 4254VNBSY		3095688391	03/31/2025		155.00	
001	BORDIS & DANOS PLLC	251764	04/15/2025	04/02/2025			11,864.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	APR 2024 RETAINER		142	04/01/2025		11,250.00	
	001-060-602	GALLOWAY: BRANDYWINE LITIGATN		142	04/01/2025		614.50	
001	MS DEPT ARCHIVES & HISTORY	251765	04/15/2025	04/03/2025			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-279	RECORD FEES: 1ST QTR 2025		03312025	03/31/2025		105.00	
001	DELTA COMPUTER SYSTEMS INC	251766	04/15/2025	04/03/2025			450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	SUBMIT 1095C FILE TO IRS		DHLXT01309	03/31/2025		450.00	
001	RANDY CARNEY	251767	04/15/2025	04/03/2025			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	PRIMARY POLL BOOKS/ASSIST		04012025	03/31/2025		250.00	
001	MOTOROLA SOLUTIONS INC	251769	04/15/2025	04/03/2025			15,356.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-606	VIDEOMANAGER:BODY CAM(40)		1411166630	03/08/2025		9,750.00	
	001-100-606	VIDEOMANAGER:UNIT CAM(23)		1411166630	03/08/2025		5,606.25	
001	DIRECTV LLC	251770	04/15/2025	04/03/2025			185.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (MAY)		X250414	04/14/2025		185.00	
001	SPORTSCONDUCTOR LLC DBA JARVIS	251771	04/15/2025	04/03/2025			7.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	2025 BASEBALL (2)		6371	04/01/2025		7.90	

Docket of Claims
Release date from 04/15/2025 thru 04/15/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ADRIANNE CRAWFORD RHOADS	251772	04/15/2025	04/03/2025			400.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-602 PUBLIC DEFENDER: 227305			03242025	03/31/2025			200.00
	001-010-602 PUBLIC DEFENDER: 227310			03242025	03/31/2025			200.00
001	H2O INNOVATION OPERATION & MAINTENANCE	251773	04/15/2025	04/03/2025			31,832.51	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-672 MAR 2025 MAINT OPS			2025-03	03/31/2025			31,832.51
001	DAVID FRANKLIN BATES	251775	04/15/2025	04/03/2025			1,600.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 COORDINATOR: WK END 3/7/25			2424	04/02/2025			250.00
	001-170-503 COORDINATOR: WK END 3/14/25			2424	04/02/2025			250.00
	001-170-503 COORDINATOR: WK END 3/21/25			2424	04/02/2025			250.00
	001-170-503 GAME NIGHT 3/18/25			2424	04/02/2025			200.00
	001-170-503 COORDINATOR: WK END 3/28/25			2424	04/02/2025			250.00
	001-170-503 GAME NIGHT 03/28/25			2424	04/02/2025			50.00
	001-170-503 COORDINATOR: WK END 4/04/25			2424	04/02/2025			250.00
	001-170-503 GAME NIGHT 04/01/25			2424	04/02/2025			100.00
001	ARNELL FINKLEA	251776	04/15/2025	04/03/2025			80.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 UMPIRE (2): 3/18/25			3030	04/02/2025			80.00
001	JAMES DAMON SPAIN II	251777	04/15/2025	04/03/2025			140.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 UMPIRE (2): 3/18/25			2828	04/02/2025			70.00
	001-170-503 UMPIRE (2): 4/01/25			2828	04/02/2025			70.00
001	TYLER ALLAN SCHOON	251778	04/15/2025	04/03/2025			60.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 UMPIRE (1.5): 3/18/25			3232	04/02/2025			60.00
001	ADAM COLE	251779	04/15/2025	04/03/2025			160.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 UMPIRE (2): 3/18/25			2727	04/02/2025			80.00
	001-170-503 UMPIRE (2): 4/01/25			2727	04/02/2025			80.00
001	GRIFFIN MATTHEW GARRIGA	251780	04/15/2025	04/03/2025			140.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 UMPIRE (1.5): 3/18/25			2929	04/02/2025			60.00
	001-170-503 UMPIRE (2): 4/01/25			2929	04/02/2025			80.00
001	BELL AUTO PARTS INC	251782	04/15/2025	04/03/2025			523.64	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-639 BLADE BOLT (20): EXMARKS			45670	03/03/2025			143.80
	001-170-639 OIL DRAIN HOSE (2): EXMARKS			45670	03/03/2025			114.76
	001-170-639 OIL DRAIN HOSE: EXMARK			45670	03/03/2025			57.38
	001-170-639 SPRAY NOZZLE; PUMP			DO60346	03/11/2025			167.20
	001-170-639 OIL DRAIN PLUG: EXMARK			D060351	03/25/2025			45.50

Docket of Claims
Release date from 04/15/2025 thru 04/15/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	251782	04/15/2025	04/03/2025			523.64	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-639 CR OVRPMT: 3/19/25			45659	02/26/2025			-5.00
001	O'REILLY AUTO PARTS	251783	04/15/2025	04/03/2025			1,807.63	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-570 BRK ROTOR(2);PADS: #12075			1978360779	03/03/2025			149.99
	001-161-638 AC PRESS SWITCH;RELAY: E1			1978360990	03/05/2025			57.58
	001-161-638 AC STOP LEAK;COMPSR OIL: E1			1978361005	03/05/2025			30.49
	001-170-639 BATTERY: EXMARK			1978361838	03/12/2025			56.93
	001-100-570 VVT SOLENOID(4): #19591			1978361942	03/13/2025			81.64
	001-100-570 VALVE COVER SET: #19591			1978361942	03/13/2025			118.11
	001-100-570 HEATER HOSE ASSY: #19591			1978361943	03/13/2025			140.24
	001-100-570 SPARK PLUG(8): #19591			1978361946	03/13/2025			91.36
	001-170-639 3QT OIL;FILTER: EXMARK			1978361978	03/13/2025			27.66
	001-100-570 HDLAMP SOCKET;BULBS: #19687			1978362030	03/13/2025			48.12
	001-161-638 ANTIFRZ (4): E2			1978362430	03/17/2025			61.96
	001-100-570 ANTIFRZ(3);BRK PADS: #19591			1978362544	03/18/2025			110.97
	001-100-570 BRK PADS; ROTOR (2): #19591			1978362545	03/18/2025			169.99
	001-100-570 LUG NUT (14): #19591			1978362599	03/18/2025			73.50
	001-100-570 PURGE VALVE: #19591			1978362674	03/19/2025			20.35
	001-100-570 REAR MAIN SEAL: #19591			1978362719	03/19/2025			15.99
	001-100-570 WIPER BLADE (2): #18409			1978362721	03/19/2025			20.90
	001-161-638 BRG GREASE TUBE (2): E4			1978362926	03/21/2025			17.98
	001-205-570 BATTERY: #36383			1978363268	03/24/2025			133.24
	001-170-638 COOLANT TEMP SENSOR: #14435			1978363269	03/24/2025			15.57
	001-161-638 BLUE DEF (2); 64OZ WASHWAX			1978363355	03/25/2025			61.97
	001-170-638 REAR MAIN SEAL: #14435			1978363505	03/26/2025			13.99
	001-100-570 5QT OIL (2): #16955			1978363505	03/26/2025			51.98
	001-100-570 OIL FILTER (5): PD FORDS			1978363538	03/26/2025			56.00
	001-100-570 CERAMIC PADS (2): #14401			1978363739	03/28/2025			50.70
	001-100-570 BATTERY: #14403			1978363761	03/28/2025			130.42
001	WASTE PRO - GAUTIER	251784	04/15/2025	04/03/2025			285.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-698 FRASIER PORT O LET			0001464390	03/31/2025			35.00
	001-170-698 BACOT PORT O LET(2)			0001464415	03/31/2025			250.00
001	SBM REPORTING LLC	251786	04/15/2025	04/03/2025			319.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-698 2/6/25 PUBL HRG TR:BOSARGE,B			MB25033	04/03/2025			319.00
001	WARREN PAVING INC	251787	04/15/2025	04/03/2025			586.52	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-576 3.28 TNS ASPHALT: POTHOLES			104658	03/21/2025			300.12
	001-201-576 3.13 TNS ASPHALT: POTHOLES			104943	03/27/2025			286.40
001	SUN HERALD ADVERTISING	251788	04/15/2025	04/03/2025			1,215.20	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-030-615 NOTICE: MACHINE TESTING			294664	03/31/2025			267.50
	001-030-615 NOTICE: RESOLUTION BOARD			294664	03/31/2025			430.78
	001-030-615 PUBL 2025 BUDGET AMENDMNTS			294664	03/31/2025			516.92

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	251790	04/15/2025	04/03/2025			833.33	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-642	MAR 2025 CLUB SUPPORT	03312025	03/31/2025		833.33

001	AUTO TRUCK AND TRAILER PARTS INC	251799	04/15/2025	04/04/2025			413.30	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	CONDENSER FAN: E1	321288	03/06/2025		92.65
001-161-638	AXLE GASKET(2);GEAR OIL: E1	321353	03/10/2025		15.80
001-161-638	BEARING CAP & SEAL(2): E4	321591	03/20/2025		185.40
001-161-638	QT OIL (2): E4	321591	03/20/2025		13.60
001-161-638	BRAKE ADJUSTER: E4	321677	03/24/2025		78.85
001-170-639	OIL FILTER: J DEERE GATOR	321462	03/13/2025		8.55
001-205-559	BOX RAGS (1)	321480	03/14/2025		18.45

001	RICHARD TILLMAN	251800	04/15/2025	04/07/2025			200.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-503	GAME NIGHT 3/18/25	2525	04/02/2025		100.00
001-170-503	GAME NIGHT 4/01/25	2525	04/02/2025		100.00

001	MARION F BATES JR	251801	04/15/2025	04/07/2025			220.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-503	UMPIRE (2): 3/18/25	2626	04/02/2025		80.00
001-170-503	UMPIRE (1.5): 3/28/25	2626	04/02/2025		60.00
001-170-503	UMPIRE (2): 4/1/25	2626	04/02/2025		80.00

001	DANNY GLASKOX	251802	04/15/2025	04/07/2025			1,560.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-030-699	COG MUNICIPAL PRIMARY	04012025	04/02/2025		1,560.00

001	DEBRA HODGES	251803	04/15/2025	04/07/2025			1,260.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-030-699	COG MUNICIPAL PRIMARY	04012025	04/02/2025		1,260.00

001	KATRINA VIVERETTE	251804	04/15/2025	04/07/2025			1,260.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-030-699	COG MUNICIPAL PRIMARY	04012025	04/02/2025		1,260.00

001	TOMMY CLIFFORD	251805	04/15/2025	04/07/2025			1,260.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-030-699	COG MUNICIPAL PRIMARY	04012025	04/02/2025		1,260.00

001	TAMARA L VIDRINE	251806	04/15/2025	04/07/2025			1,260.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-030-699	COG MUNICIPAL PRIMARY	04012025	04/02/2025		1,260.00

001	JACK COX	251807	04/15/2025	04/07/2025			50.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-030-699	RESOLUTION BOARD: COG PRIMARY	04012025	04/02/2025		50.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RHONDA ROSETTI	251808	04/15/2025	04/07/2025			50.00	
	Account Number: 001-030-699 — Description: RESOLUTION BOARD: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 50.00							
001	GLENDA HILL	251809	04/15/2025	04/07/2025			50.00	
	Account Number: 001-030-699 — Description: RESOLUTION BOARD: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 50.00							
001	MELISSA HEBERT	251810	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: BAILIFF: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	LAWRENCE FOWLER	251811	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: BAILIFF: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	NANCY E WILLIAMS	251812	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	TIFFANY ATKINS	251813	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	WYNONA S HARRIS	251814	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	ANNIE WILSON	251815	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	DIANN RICHARDS	251816	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	YURICA HARTLEY	251817	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	SARAH C PATRICK	251818	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	MARY CARMINA DYLE	251819	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JANICE DAILEY	251820	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	LESLIE SUZANNE FULTON	251821	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	SHELIA D GREEN	251822	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	NATALIE DYLE	251823	04/15/2025	04/07/2025			200.00	
	Account Number: 001-030-699 — Description: POLL MANAGER: COG PRIMARY — Invoice #: 04012025 — Date: 04/02/2025 — P.O. — Amount: 200.00							
001	AUTOZONE INC	251825	04/15/2025	04/07/2025			66.07	
	Account Number: 001-161-638 — Description: BLUE DEF EXH FLUID: E5 — Invoice #: 4907750546 — Date: 03/01/2025 — P.O. — Amount: 25.21							
	Account Number: 001-170-639 — Description: SEA FOAM MOTOR TREATMENT — Invoice #: 4907756982 — Date: 03/12/2025 — Amount: 12.12							
	Account Number: 001-161-638 — Description: RX ALL SEASON RAINX — Invoice #: 4907760313 — Date: 03/17/2025 — Amount: 6.36							
	Account Number: 001-100-570 — Description: LUG NUT SOCKET (2): 11959 — Invoice #: 4907760716 — Date: 03/18/2025 — Amount: 22.38							
001	THOMAS WALTERS	251827	04/15/2025	04/07/2025			60.00	
	Account Number: 001-170-503 — Description: UMPIRE (1.5): 3/18/25 — Invoice #: 3131 — Date: 04/02/2025 — P.O. — Amount: 60.00							
001	SOUTHERN PEST CONTROL INC	251829	04/15/2025	04/07/2025			605.00	
	Account Number: 001-092-698 — Description: CITY FACILITIES — Invoice #: 171-459537 — Date: 03/20/2025 — P.O. — Amount: 605.00							
001	TEC	251830	04/15/2025	04/08/2025			117.87	
	Account Number: 001-092-605 — Description: MONTHLY LONG DISTANCE — Invoice #: 1206081 — Date: 04/01/2025 — P.O. — Amount: 117.87							
001	ACE DATA STORAGE INC	251831	04/15/2025	04/08/2025			105.00	
	Account Number: 001-100-699 — Description: MAR 2025 SHREDDING SERVICE — Invoice #: 0105221 — Date: 04/01/2025 — P.O. — Amount: 105.00							
001	CATALIS COURTS AND LAND RECORDS LLC	251832	04/15/2025	04/08/2025			1,711.50	
	Account Number: 001-010-698 — Description: APR 2025 COURT SUPPORT — Invoice #: 308347422 — Date: 04/01/2025 — P.O. — Amount: 1,711.50							
001	VICTIMS OF HUMAN TRAFFICKING FUND	251833	04/15/2025	04/08/2025			55.00	
	Account Number: 001-000-300 — Description: MAR 2025 STATE ASSESSMENT — Invoice #: 03312025 — Date: 04/01/2025 — P.O. — Amount: 55.00							

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STATE TREASURER	251834	04/15/2025	04/08/2025			11,502.24	
	Account Number: 001-000-300	Description: MAR 2025 COURT ASSESSMENT		Invoice #: 03312025	Date: 04/01/2025	P.O.	Amount: 11,502.24	
001	MS DEPT OF PUBLIC SAFETY	251835	04/15/2025	04/08/2025			833.25	
	Account Number: 001-000-300	Description: MAR 2025 SPECIAL ASSESSMENTS		Invoice #: 03312025	Date: 04/01/2025	P.O.	Amount: 833.25	
001	MS DEPT OF PUBLIC SAFETY	251836	04/15/2025	04/08/2025			50.00	
	Account Number: 001-000-300	Description: MAR 2025 INTERLOCK FEES		Invoice #: 03312025	Date: 04/01/2025	P.O.	Amount: 50.00	
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	251837	04/15/2025	04/08/2025			340.00	
	Account Number: 001-100-699	Description: MAR 2025 ACCT 6006920		Invoice #: 202503-1	Date: 04/01/2025	P.O.	Amount: 340.00	
001	RJ YOUNG COMPANY LLC	251838	04/15/2025	04/08/2025			746.00	
	Account Number: 001-092-698	Description: UNL-J9NI00-01 RENTAL FEE		Invoice #: INV7439873	Date: 04/01/2025	P.O.	Amount: 746.00	
001	RJ YOUNG COMPANY LLC	251839	04/15/2025	04/08/2025			155.00	
	Account Number: 001-161-698	Description: UNL-J9T600-01 RENTAL FEE		Invoice #: INV7424145	Date: 03/24/2025	P.O.	Amount: 155.00	
001	CENTERPOINT ENERGY	251841	04/15/2025	04/08/2025			57.68	
	Account Number: 001-161-630	Description: CENTRAL FIRE:02/24-03/24/25		Invoice #: 11000885-1	Date: 03/31/2025	P.O.	Amount: 57.68	
001	CENTERPOINT ENERGY	251842	04/15/2025	04/08/2025			52.25	
	Account Number: 001-161-630	Description: AOUTH FIRE:02/24-03/24/25		Invoice #: 11000999-0	Date: 03/31/2025	P.O.	Amount: 52.25	
001	SPARKLIGHT	251843	04/15/2025	04/08/2025			96.73	
	Account Number: 001-170-698	Description: APR 2025:SP BLDG 120793682		Invoice #: 04012025	Date: 04/01/2025	P.O.	Amount: 96.73	
001	SPARKLIGHT	251844	04/15/2025	04/08/2025			154.20	
	Account Number: 001-092-698	Description: APR 2025:107571481		Invoice #: 04012025	Date: 04/01/2025	P.O.	Amount: 154.20	
001	SPARKLIGHT	251845	04/15/2025	04/08/2025			127.95	
	Account Number: 001-205-698	Description: APR 2025:GARAGE 134679919		Invoice #: 03202025	Date: 03/20/2025	P.O.	Amount: 127.95	
001	SPARKLIGHT	251846	04/15/2025	04/08/2025			111.66	
	Account Number: 001-161-698	Description: APR 2025:CFD 122024086		Invoice #: 03232025	Date: 03/23/2025	P.O.	Amount: 111.66	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	251847	04/15/2025	04/08/2025			96.71	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-698	APR 2025:NFD 122024383	03232025	03/23/2025		96.71

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	251848	04/15/2025	04/08/2025			96.71	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-698	APR 2025:SFD 122025091	03232025	03/23/2025		96.71

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	251849	04/15/2025	04/08/2025			235.88	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	APR 2025:BACOT 135939403	03232025	03/23/2025		235.88

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	251852	04/15/2025	04/08/2025			540.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-606	NCIC EQUIP CHGS 3000652433	652433-46	04/01/2025		540.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	251853	04/15/2025	04/08/2025			1,247.16	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-605	COUNCIL CELL PHONE	0030759348	03/31/2025		49.01
001-021-605	CITY MGR CELL PHONE	0030759348	03/31/2025		49.01
001-040-605	ADMIN CELL PHONE	0030759348	03/31/2025		83.49
001-090-605	BLDG-PLNG CELL PHONES	0030759348	03/31/2025		259.06
001-090-698	IPAD SERVICE (3)	0030759348	03/31/2025		103.44
001-094-605	GRANT-PROJ CELL PHONES	0030759348	03/31/2025		147.03
001-161-605	FIRE CELL PHONES	0030759348	03/31/2025		147.03
001-170-605	RECREATION CELL PHONES	0030759348	03/31/2025		254.89
001-205-605	MAINT CELL PHONES	0030759348	03/31/2025		154.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY ADULT DETENTION CENTER	251856	04/15/2025	04/08/2025			2,915.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-696	MAR 2025 ADC CHGS	03312025	04/07/2025		2,915.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S	251872	04/15/2025	03/08/2025			1,281.45	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-559	CAUTION TAPE 300' (2)	998112	02/25/2025		24.66
001-205-559	6" BENT FLOOR SCRPR (2)	997474	02/25/2025		84.88
001-092-520	HERBICIDE; 4X100 LS FABRIC	998176	02/25/2025		82.61
001-100-635	16CT 24X24 CEILING TILE	999897	02/26/2025		46.06
001-092-520	2CF RED MULCH(40);LS PIN 75PK	999877	02/26/2025		166.38
001-161-510	24" RS PUSH BROOM (3)	972930	02/27/2025		52.38
001-205-559	PRESS WASH CONC;CM WSH BRUSH	972628	02/27/2025		55.04
001-170-559	KB BOW RAKE(2); GLOVES (2)	972726	02/27/2025		113.84
001-170-634	PEX FITTING: SPLASH PAD	985687	03/03/2025		12.90
001-170-559	SFTY GLASSES(2);SIGN SUPPLIES	984243	03/03/2025		49.02
001-205-559	DW 29PC DRILL BIT SET	989055	03/04/2025		56.98
001-170-577	FILL VLV(2);ADA SIGN(2):BDAVIS	989464	03/05/2025		41.72
001-170-639	2PK NUST; 5PK SCREWS: MOWERS	983425	03/06/2025		4.20
001-170-639	HM 3/4" HEX BOLT (2): MOWERS	983425	03/06/2025		.30
001-170-577	HD COMBO LOCK: B DAVIS	974319	03/10/2025		18.98
001-170-639	STARTER CORD & HANDLE (2)	974534	03/10/2025		6.64

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S	251872	04/15/2025	03/08/2025			1,281.45	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-559	2G TANK SPRAYER	976444	03/11/2025		16.13
001-161-559	50' RUBBER EXT CORD: NFD	977178	03/11/2025		35.98
001-161-559	20A 3W CONN; 2G SWTCH PLATE	977178	03/11/2025		11.12
001-092-586	1G CLOROX ALGAECIDE(2): FTN	979220	03/12/2025		32.26
001-170-634	10' CHAIN (6): SWING REPRS	979285	03/12/2025		109.92
001-170-510	19OZ LYSOL SPRAY (4)	979285	03/12/2025		33.36
001-170-559	SAFETY GLASSES TINTED	979976	03/12/2025		22.78
001-161-635	10PK OUTLET; 10PK 1G PLATE	974092	03/20/2025		13.00
001-161-635	10PK SWITCH PLATE	974092	03/20/2025		5.85
001-161-510	2PK BLEND MOP HEAD REFILL	974092	03/20/2025		16.61
001-161-559	KB PISTOL GRIP BLOW GUN	974092	03/20/2025		9.48
001-161-639	80CT ZP SELF TAP SCREWS	973922	03/20/2025		14.23
001-170-577	ORTHENE 12OZ FIRE ANT(10)	973775	03/20/2025		123.30
001-170-559	LANYARD(2); 2PK OFF ACTIVE	973775	03/20/2025		20.84

001	CINTAS CORPORATION	251877	04/15/2025	04/09/2025			499.84	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-535	MAR 05 2025 MAINT	4223030504	03/05/2025		124.96
001-205-535	MAR 12 2025 MAINT	4223757355	03/12/2025		124.96
001-205-535	MAR 19 2025 MAINT	4224500935	03/19/2025		124.96
001-205-535	MAR 26 2025 MAINT	4225234482	03/26/2025		124.96

001	SINGING RIVER ELECTRIC COOPERATIVE	251885	04/15/2025	04/09/2025			554.53	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-631	BACOT LIGHTS 10137	03192025	03/26/2025		338.60
001-201-629	SIGNAL LIGHTS 10138	03192025	03/26/2025		122.55
001-170-631	ROUNDABOUT 102311004	03182025	03/25/2025		30.00
001-201-633	WM PAYNE 100245001	03182025	03/25/2025		63.38

001	SINGING RIVER ELECTRIC COOPERATIVE	251886	04/15/2025	04/09/2025			307.33	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	03182025	03/26/2025		154.83
001-170-631	BACOT SPLASHPAD 103751001	03182025	03/26/2025		30.32
001-170-631	BACOT UPGRADES 113730001	03182025	03/26/2025		49.89
001-161-631	BACOT 114484001	03182025	03/26/2025		72.29

001	SINGING RIVER ELECTRIC COOPERATIVE	251887	04/15/2025	04/09/2025			1,713.45	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-631	POLICE STATION 66298004	03182025	03/25/2025		1,211.61
001-201-629	SIGNAL LIGHT 89113001	03182025	03/25/2025		64.87
001-170-631	CITY PARK RSTRMS 89912001	03182025	03/25/2025		113.57
001-201-633	STREET LIGHTS 90345002	03182025	03/25/2025		179.18
001-092-631	RECORDS BLDG 9079001	03182025	03/25/2025		91.48
001-170-631	FRAZIER RSTRMS 98546001	03182025	03/25/2025		52.74

001	REYNOLDS WHOLESALE CO	251888	04/15/2025	04/09/2025			771.08	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	VB PAPER TOWELS 30 ROLLS (4)	78574	04/02/2025	250794	147.80
001-092-510	CS MF BROWN TOWELS (3)	78574	04/02/2025	250794	77.85
001-092-510	CS TISSUE 96 ROLLS (4)	78574	04/02/2025	250794	227.80
001-092-510	WH CAN LINER 30X36 200CT CS (2	78574	04/02/2025	250794	57.90

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	251888	04/15/2025	04/09/2025			771.08	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	MOPHEADS 16OZ (2)	78574	04/02/2025	250794	13.00
001-092-510	WINDEX SPRAY 32OZ (6)	78574	04/02/2025	250794	31.74
001-092-510	PF GLOVE 100CT LG (2)	78574	04/02/2025	250794	17.90
001-092-510	FRAGRANCE DISPENSER (6)	78574	04/02/2025	250794	65.70
001-092-510	REFILL CARTRIDGE (6)	78574	04/02/2025	250794	35.70
001-092-510	DUST PAN	78574	04/02/2025	250794	18.95
001-092-510	MIST SPRAY 12CT	78574	04/02/2025	250794	69.00
001-092-510	TRIGGER SPRAYER (6)	78574	04/02/2025	250794	7.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	A-1 AUTO PARTS & REPAIR INC	251890	04/15/2025	04/09/2025			260.81	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	CRIMPS (3): E4	27928	03/28/2025	250741	4.56
001-161-638	R134A FREON (10)	27928	03/28/2025	250741	113.30
001-161-638	13/32 HOSE (2)	27928	03/28/2025	250741	8.00
001-161-638	SHOP SUPPLIES	27928	03/28/2025	250741	3.00
001-161-638	AC VAC/RECHARGE	27928	03/28/2025	250741	43.95
001-161-638	REPR LINE	27928	03/28/2025	250741	85.00
001-161-638	HAZMAT	27928	03/28/2025	250741	3.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUN HERALD ADVERTISING	251895	04/15/2025	04/09/2025			570.56	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-615	PUBL NOTICE: GPC 25-07-UDO	294664	03/31/2025	250633	50.66
001-040-615	BID AD: BELK CANOPY DEMO	294664	03/31/2025	250674	203.81
001-040-615	BID AD: MS SONGWRITERS PAC	294664	03/31/2025	250707	214.60
001-090-615	PUBL NOTICE: GPC 25-11-VAR	294664	03/31/2025	250717	50.34
001-090-615	PUBL NOTICE: GPC 25-12-SE	294664	03/31/2025	250717	51.15

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BOOT OUTLET LLC	251896	04/15/2025	04/09/2025			150.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	DUTY BOOTS: DODGEN, E	37284	03/18/2025	250668	150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TIFFANY BAKER	251897	04/15/2025	04/09/2025			350.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-513	2HR PETTING ZOO: EASTER EVENT	1103	03/31/2025	250753	350.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	251898	04/15/2025	04/09/2025			876.29	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-500	LOGITECH M310 WRLS MOUSE	6026587554	03/12/2025	250695	16.49
001-100-500	CS 8.5X11 COPY PAPER (5)	6026587554	03/12/2025	250695	212.45
001-100-500	REMN 80A SY BLK TONER 2PK(3)	6026587554	03/12/2025	250695	235.02
001-030-559	8.5X11.75 NOTEPAD 12PK	6027107252	03/20/2025	250719	10.59
001-040-559	FILE POCKET LGL EXPAND 10CT	6027107252	03/20/2025	250719	68.80
001-040-559	AIR DUSTER 10OZ 4PK	6027107252	03/20/2025	250719	29.49
001-040-559	BOSTITCH DESKTOP STAPLER	6027107252	03/20/2025	250719	10.02
001-030-559	INV TAPE W/DISP 6PK	6027107252	03/20/2025	250719	12.71
001-040-559	LM B221H00 BLK HY TONER	6027107252	03/20/2025	250719	105.59
001-030-559	CLEAR LTR SZ CLIPBOARD	6027107252	03/20/2025	250719	1.97
001-022-559	PRESSBOARD CLASS FOLDER 10CT	6027107252	03/20/2025	250719	25.59
001-030-559	GLUE STICK WASHABLE 4PK	6027107252	03/20/2025	250719	1.57
001-030-559	BLK BALLPOINT PEN 60PK	6027107252	03/20/2025	250719	4.75
001-040-500	GREEN HIGHLIGHTER 12PK	6027750709	03/27/2025	250739	4.92

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	251898	04/15/2025	04/09/2025			876.29	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	BRO TN-221 BLK SY TONER	6027750709	03/27/2025	250739	75.49
001-040-500	EXP WALLET FOLDER LGL 10PK	6027750709	03/27/2025	250739	43.11
001-030-559	CLEAR LETTER CLIPBOARD (9)	6027750709	03/27/2025	250739	17.73

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TURF MASTERS LAWN CARE INC	251900	04/15/2025	04/09/2025			412.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-503	50LB BAG QUICK DRY(25):BDAVIS	49689	03/31/2025	250748	412.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPORTABOUT	251901	04/15/2025	04/09/2025			4,436.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-503	BASEBALL JERSEY LOGO/# (38)	12032	04/01/2025	250727	836.00
001-170-503	BASEBALL CAPS W/G (38)	12032	04/01/2025	250727	370.50
001-170-503	SOFTBALL JERSEY LOGO/# (44)	12032	04/01/2025	250727	968.00
001-170-503	SOFTBALL PANT (44)	12032	04/01/2025	250727	704.00
001-170-503	BELT (82)	12032	04/01/2025	250727	492.00
001-170-503	SOCK (82)	12032	04/01/2025	250727	487.90
001-170-503	COACH SHIRT (17)	12032	04/01/2025	250727	204.00
001-170-503	VISOR W/G (44)	12032	04/01/2025	250727	374.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REEVES COMPANY INC	251902	04/15/2025	04/09/2025			38.33	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	YD SERVING PIN	510162	03/17/2025	250691	18.13
001-100-535	#169 NAME PLATE	510162	03/17/2025	250691	15.23
001-100-535	SHIPPING	510162	03/17/2025	250691	4.97

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DANA SAFETY SUPPLY	251905	04/15/2025	04/09/2025			654.56	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	SETINA PUSH BUMPER: #13634	954958	03/19/2025	250597	469.56
001-100-638	SHIPPING	954958	03/19/2025	250597	185.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	251906	04/15/2025	04/09/2025			2,293.91	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	7" TAC BOOT: BOND,L	1198	03/19/2025	250605	100.00
001-100-535	BL CLASSACT SHIRT SS NVY(2)	33991	03/12/2025	250579	109.98
001-100-535	POLY TROUSER NVY (2)	33991	03/12/2025	250579	130.00
001-100-535	PIGGYBACK STRIPING NVY(2)	33991	03/12/2025	250579	30.00
001-100-535	FLEXRS TAC NVY PANT (3)	33990	03/12/2025	250578	237.00
001-100-535	BL CLASSACT SHIRT SS NVY(2)	33990	03/12/2025	250578	109.98
001-100-535	SPORT TEK NVY SHORT (5)	33990	03/12/2025	250578	54.95
001-100-535	PC SOFTSHELL JACKET (4)	33990	03/12/2025	250578	180.00
001-100-535	NAME/TEXT EMBROIDERY (4)	33990	03/12/2025	250578	24.00
001-100-535	HOODED REFLECT RAIN COAT	33990	03/12/2025	250578	89.00
001-100-535	SF BUCKLELESS DUTY BELT	33990	03/12/2025	250578	42.00
001-100-535	PA NAVY POLO K500 (3)	33990	03/12/2025	250578	57.00
001-100-535	LS ZIP POLY SHIRT NVY	808	03/13/2025	250498	64.00
001-100-535	POLY TROUSERS 4-PKT NVY	808	03/13/2025	250498	65.00
001-100-535	FLEXRS SS BASE SHIRT NVY(3)	808	03/13/2025	250498	177.00
001-100-535	FLEXRS LS BASE SHIRT NVY(3)	808	03/13/2025	250498	192.00
001-100-535	FLEXRS TAC PANT NVY (3)	808	03/13/2025	250498	237.00
001-100-535	M VZ TAC PANT KHAKI (3)	808	03/13/2025	250498	295.00
001-100-535	ATAC DUTY BOOT: THURMAN	1245	03/28/2025	250736	100.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	251907	04/15/2025	04/09/2025			45.15	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-094-559 M2 WIRELESS MICROPHONE 13HPTYJKKJ 04/08/2025 250747							95.00
	001-094-559 62" PHONE TRIPOD STAND 13HPTYJKKJ 04/08/2025 250747							15.18
	001-170-513 GARFIELD MOVIE DVD: CAMPOUT 1WJTMKKRMY 04/06/2025 250742							17.96
	001-170-513 INSIDE OUT DVD: JUNE MOVIE 1WJTMKKRMY 04/06/2025 250742							23.96
	001-170-513 MONSTERS UNIV DVD: OCT MOVIE 1WJTMKKRMY 04/06/2025 250742							11.98
	001-170-513 STROKER ACE DVD: CRUISN MOVIE 1WJTMKKRMY 04/06/2025 250742							19.99
	001-170-513 RTN CR: GARFIELD DVD 1K6XXVW4MY 04/08/2025 250742							-17.96
	001-170-513 RTN CR: INSIDE OUT DVD 1K6XXVW4MY 04/08/2025 250742							-23.96
	001-170-634 RTN CR: 12PK PEX ADPT FIT(2) 1XXGLNVLHK 03/25/2025							-97.00
001	CANNON PAF LLC	251909	04/15/2025	04/09/2025			54.05	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-570 PLUG (4): FORD UNITS 250024 03/31/2025 250743							35.92
	001-100-638 TUBE: UNIT 19591 249940 03/18/2025 250712							18.13
001	OCCUPATIONAL HEALTH CENTER INC	251910	04/15/2025	04/09/2025			360.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-604 COC DRG SRN: WOODS, J 391754 04/03/2025 250643							70.00
	001-161-604 PRE EMP PHYSICAL: WOODS, J 391754 04/03/2025 250643							75.00
	001-161-604 PFT: WOODS, J 391754 04/03/2025 250643							45.00
	001-100-604 ACADEMY PHYSICAL/EKG:THURMAN 391754 04/03/2025 250738							170.00
001	AUDIOWAVE INC	251911	04/15/2025	04/09/2025			890.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-638 LABOR: INSTALL LEDS #12740 A 58691 03/28/2025 250745							590.00
	001-100-638 4"STUD MNT SAE 6000 BLU (2) A 58691 03/28/2025 250745							260.00
	001-100-638 SHOP SUPPLIES: #12740 A 58691 03/28/2025 250745							40.00
001	SINGING RIVER ELECTRIC COOPERATIVE	251912	04/15/2025	04/09/2025			374.40	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-631 SPORTS PAVILION 6658205 03182025 03/25/2025							45.02
	001-170-631 FITNESS TRAIL 109268001 03182025 03/25/2025							32.44
	001-170-631 SRM PW BOX 8 104459007 03182025 03/25/2025							30.50
	001-170-631 SRM VENUE 104312012 03182025 03/25/2025							30.00
	001-170-631 DOLPHIN PW BOX 6 110759006 03182025 03/25/2025							30.00
	001-161-631 MARTIN BLUFF FD 58380001 03172025 03/24/2025							162.43
	001-092-631 CITY LIMIT SIGN 17546 03182025 03/25/2025							44.01
001	SINGING RIVER ELECTRIC COOPERATIVE	251913	04/15/2025	04/09/2025			912.21	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-633 DOLPHIN ST 94987002 03182025 03/25/2025							53.80
	001-201-633 DOLPHIN ST 94988002 03182025 03/25/2025							56.03
	001-201-633 DOLPHIN ST 94989002 03182025 03/25/2025							77.10
	001-201-633 DOLPHIN ST 94990002 03182025 03/25/2025							685.06
	001-092-631 BELK SIGN 97127001 03182025 03/25/2025							40.22

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	251917	04/15/2025	04/09/2025			2,673.33	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP68148794	03/31/2025		107.18
001-100-525	UNL FUEL	NP68148794	03/31/2025		1,857.59
001-161-525	UNL&DSL FUEL	NP68148794	03/31/2025		367.01
001-170-525	UNL FUEL	NP68148794	03/31/2025		307.62
001-205-525	UNL FUEL	NP68148794	03/31/2025		33.93

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	251919	04/15/2025	04/09/2025			2,827.95	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP68224126	04/07/2025		96.79
001-100-525	UNL FUEL	NP68224126	04/07/2025		1,959.95
001-161-525	UNL&DSL FUEL	NP68224126	04/07/2025		363.14
001-170-525	UNL&DSL FUEL	NP68224126	04/07/2025		326.86
001-205-525	UNL&DSL FUEL	NP68224126	04/07/2025		81.21

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	D&H AUTO REPAIR & WRECKER SERVICE	251923	04/15/2025	04/10/2025			150.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	TOW GMC ENVOY: INVESTIGATION	3932	03/29/2025		150.00

FUND TOTAL 1 Claims to Checks 101 Total 259,109.91 Manual Held Total 259,109.91

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
002	COG 7M BOND ACCT	251924	04/15/2025	04/10/2025			275,000.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
002-900-950	TR FUNDS: MBLUFF F-130	04102025	04/10/2025		275,000.00

FUND TOTAL 2 Claims to Checks 1 Total 275,000.00 Manual Held Total 275,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	A-1 TREE SERVICE INC	251789	04/15/2025	04/03/2025			1,200.00	_____
	Account Number: 004-510-699 — Description: REMOVE LG DEAD TREE — Invoice #: 04032025 — Date: 04/03/2025 — P.O. — Amount: 1,200.00							
004	SPARKLIGHT	251851	04/15/2025	04/08/2025			3,431.02	_____
	Account Number: 004-510-699 — Description: 3/05-3/19 ADJ SERV:140013863 — Invoice #: 03052025 — Date: 03/19/2025 — P.O. — Amount: 851.02							
	Account Number: 004-510-699 — Description: 3/20-4/19 NEW SERV:140013863 — Invoice #: 03202025 — Date: 04/19/2025 — P.O. — Amount: 2,580.00							

FUND TOTAL 4 Claims to Checks 2 Total 4,631.02 Manual Held Total 4,631.02

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC	251925	04/15/2025	04/10/2025			399,069.59	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-770	CONSTRUCTION 64.75%	29	04/02/2025		399,069.59

FUND TOTAL 130 Claims to Checks 1 Total 399,069.59 Manual Held Total 399,069.59

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	AD&S INC	251892	04/15/2025	04/09/2025			8,964.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	
156-100-799	FINGERPRO ID CRIMINAL PKG	2502260115	03/18/2025	250434		4,895.00
156-100-799	CARD READER W/ SOFTWARE	2502260115	03/18/2025	250434		899.00
156-100-799	PRINT CLIENT	2502260115	03/18/2025	250434		550.00
156-100-799	PRINTER LEXMARK MS810DN-FBI	2502260115	03/18/2025	250434		1,395.00
156-100-799	INTEL I5 W11 PRO W/MONITOR	2502260115	03/18/2025	250434		1,195.00
156-100-799	SHIPPING	2502260115	03/18/2025	250434		30.00

FUND TOTAL 156 Claims to Checks 1 Total 8,964.00 Manual Held Total 8,964.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	SOLAR CONTROL INC	251903	04/15/2025	04/09/2025			200.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount	
157-100-799	WINDOW TINT: #12164	031825	03/25/2025	250721		150.00
157-100-799	WINDSHIELD TINT: #12164	031825	03/25/2025	250721		50.00

FUND TOTAL 157 Claims to Checks 1 Total 200.00 Manual Held Total 200.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SPARKLIGHT	251850	04/15/2025	04/08/2025			126.02	

Account Number	Description	Invoice #	Date	P.O.	Amount	Approved/Disapproved
176-170-699	APR 2025:SSP 136075116	03232025	03/23/2025		126.02	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	C SPIRE WIRELESS	251854	04/15/2025	04/08/2025			53.18	

Account Number	Description	Invoice #	Date	P.O.	Amount	Approved/Disapproved
176-170-605	CELL PHONE	0030759348	03/31/2025		53.18	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWE'S	251873	04/15/2025	04/09/2025			159.44	

Account Number	Description	Invoice #	Date	P.O.	Amount	Approved/Disapproved
176-170-586	37" C-STL BYPASS LOPPER	987292	03/04/2025		31.33	
176-170-639	WELD ANGLE; GLOVES; GRIND WHL	982611	03/13/2025		51.24	
176-170-559	PAINT;ADHESIVE:ARBOR MEMORIAL	982611	03/13/2025		19.91	
176-170-559	KB FGL DIG SHOVEL (2)	997446	03/18/2025		56.96	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	GRAND VIEW SECURITY LLC	251904	04/15/2025	04/09/2025			2,500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	Approved/Disapproved
176-170-639	LABOR: REPR OP FOUNDATIONS	0310096185	03/31/2025	250635	1,250.00	
176-170-639	MAERIAL: CONCRETE; REBAR	0310096185	03/31/2025	250635	800.00	
176-170-639	EQUIPMENT: GATE SHEPARD PARK	0310096185	03/31/2025	250635	450.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AMAZON CAPITAL SERVICE	251908	04/15/2025	04/09/2025			133.64	

Account Number	Description	Invoice #	Date	P.O.	Amount	Approved/Disapproved
176-170-586	4" SEWER CAP (4): RV SITES	194CHG6GJ7	04/08/2025	250797	123.80	
176-170-586	SHIPPING	194CHG6GJ7	04/08/2025	250797	9.84	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SINGING RIVER ELECTRIC COOPERATIVE	251914	04/15/2025	04/09/2025			3,044.93	

Account Number	Description	Invoice #	Date	P.O.	Amount	Approved/Disapproved
176-170-631	HOUSE 76855002	03192025	03/26/2025		55.32	
176-170-631	PARK FACILITIES 76854002	03192025	03/26/2025		2,616.97	
176-170-631	DUMP STATION 109931001	03192025	03/26/2025		30.00	
176-170-631	SP WELCOME CENTER 108928002	03192025	03/26/2025		342.64	

FUND TOTAL 176 Claims to Checks 6 Total 6,017.21 Manual Held Total 6,017.21

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	LOWE'S	251857	04/15/2025	03/08/2025			12,894.34	

Account Number	Description	Invoice #	Date	P.O.	Amount
305-300-720	SIERRA 1PC SHOWER KIT (2)	985757	02/19/2025		2,072.68
305-300-720	DELTA MF SHOWER FAUCET (4)	985757	02/19/2025		543.72
305-300-720	2" SS SHOWER DRAIN (4)	985757	02/19/2025		65.80
305-300-720	PS 24" GRAY VANITY COMBO(4)	985757	02/19/2025		510.12
305-300-720	WEBBER 4" FAUCET SET (4)	985757	02/19/2025		92.36
305-300-720	23X29 VANITY MIRROR (4)	985757	02/19/2025		357.80
305-300-720	22" 3LT VANITY LIGHT (4)	985757	02/19/2025		130.20
305-300-720	WALL MOUNT TOWEL RING (4)	985757	02/19/2025		71.12
305-300-720	50CFM BATHROOM FAN (4)	985757	02/19/2025		83.68
305-300-720	2PC CHAIR HEIGHT TOILET (4)	985757	02/19/2025		338.96
305-300-720	4 EA: WAX RING;FLANGE;PTRAP	985757	02/19/2025		94.20
305-300-720	SS SUPPLY LINE:12"(4),20"(10)	985757	02/19/2025		82.56
305-300-720	190K PRPN TNKLSS WTR HEATER	985757	02/19/2025		979.25
305-300-720	100LB PROPANE CYLINDER	985757	02/19/2025		179.86
305-300-720	WTR HTR ISOLATION VALVE	985757	02/19/2025		113.25
305-300-720	ELKAY 15X15 SS SINK	985757	02/19/2025		122.76
305-300-720	UNIV LAVATORY ESCUTCHEON(14)	985757	02/19/2025		59.64
305-300-720	25PK PEX CRIMP BRASS TEE	985757	02/19/2025		54.11
305-300-720	25PK PEX CRIMP BRASS CPLG	985757	02/19/2025		30.13
305-300-720	PEX SWIVEL ADAPTER BRASS(4)	985757	02/19/2025		8.76
305-300-720	100PK PEX SS CLAMPS (2)	985757	02/19/2025		97.60
305-300-720	.5"X100' RED PEX-B PIPE	985757	02/19/2025		33.00
305-300-720	.5"X100' BLU PEX-B PIPE	985757	02/19/2025		33.00
305-300-720	PEX 1/4 TRN STOP ST VLV(14)	985757	02/19/2025		126.28
305-300-720	25PK PEX CRIMP 90D ELBOW BRS	985757	02/19/2025		43.27
305-300-720	PEX 90D SWVL ELBOW (8)	985757	02/19/2025		26.80
305-300-720	PEX 90D DROP EAR ELBOW(4)	985757	02/19/2025		28.84
305-300-720	4" 540L RECESSED LIGHT 6PK	985757	02/19/2025		85.63
305-300-720	2G ELEC BOX(4);1G ELEC BOX(4)	985757	02/19/2025		18.12
305-300-720	250' SIMPULL ELEC WIRE	985757	02/19/2025		122.76
305-300-720	VINYL PLANK FLOORING (57)	985757	02/19/2025		3,129.30
305-300-720	FLOOR SEAM BINDER (4)	971586	02/26/2025		92.60
305-300-720	SOLV CAULK(2);100CT WOODSCREW	971586	02/26/2025		31.29
305-300-720	75CT SP MTL SCREWS (3)	970466	02/26/2025		19.89
305-300-720	SIERRA 1PC SHOWER KIT	974417	03/10/2025		1,034.55
305-300-720	SIERRA 1PC SHOWER KIT	974546	03/10/2025		1,034.55
305-300-720	100A BRKR(2);CONDUIT FITGS(6)	979893	03/12/2025		189.86
305-300-720	1G BX(2);WALL OUTLET/PLATE(4)	999387	03/18/2025		79.48
305-300-720	10 PK TOGGLE SWITCH	999387	03/18/2025		7.74
305-300-720	9/16" METAL STAPLE 100PK	971214	03/19/2025		2.83
305-300-720	PLUMBING SUPPLIES: DWV PVC	975199	03/20/2025		167.05
305-300-720	PLUMBING SUPPLIES: DWV PVC	976525	03/21/2025		41.63
305-300-720	UNIV FLANGE(5);10' S40 PIPE	988049	03/24/2025		15.10
305-300-720	PS 24" GRAY VANITY COMBO	987217	03/24/2025		121.15
305-300-720	PLUMBING SUPPLIES: DWV PVC	987241	03/24/2025		448.59
305-300-720	RTN CR:24"GRAY VANITY COMBO	987146	03/24/2025		-127.53

FUND TOTAL 305 Claims to Checks 1 Total 12,894.34 Manual Held Total 12,894.34

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
310	LOWE'S	251875	04/15/2025	04/09/2025			1,475.75	

Account Number	Description	Invoice #	Date	P.O.	Amount
310-093-752	PAINT SUPPLIES; 90D CONDUIT	999927	02/26/2025		44.73
310-093-752	PAINT CHIP BRUSH (4)	985595	03/03/2025		5.64
310-093-752	4.5" STN SPG DOOR HENGE	987425	03/04/2025		12.90
310-093-752	PAINT SUPPLIES	992323	03/06/2025		26.07
310-093-752	GROUNDG LUG(3);8' 6G CU WIRE	980516	03/12/2025		24.27
310-093-752	PAINT SUPPLIES	983359	03/13/2025		5.97
310-093-752	PAINT SUPPLIES	985319	03/14/2025		4.73
310-093-752	10OZ ROOF SEALANT	995645	03/17/2025		10.21
310-093-752	ROOF REPRS: SEALANT FLASHING	995717	03/17/2025		57.56
310-093-752	2-4-8 STUD(26): WALLS	997486	03/18/2025		82.68
310-093-752	2-4-8 STUD (20): WALLS	970584	03/19/2025		63.60
310-093-752	2-4-92 STUD (50): WALLS	976538	03/11/2025		158.50
310-093-752	1/2-4-8 DRYWALL PANEL(40)	976538	03/11/2025		873.20
310-093-752	JOINT TP(3);COMPOUND(2);SCREWS	976538	03/11/2025		105.69

FUND TOTAL 310 Claims to Checks 1 Total 1,475.75 Manual Held Total 1,475.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	H2O INNOVATION OPERATION & MAINTENANCE	251774	04/15/2025	04/03/2025			183,082.50	
	Account Number: 400-650-672 — Description: MAR 2025 MAINT OPS — Invoice #: 2025-03 — Date: 03/31/2025 — P.O. — Amount: 183,082.50							
400	MICRO METHODS INC	251824	04/15/2025	04/07/2025			70.00	
	Account Number: 400-651-698 — Description: TSS MONTHLY SAMPLE — Invoice #: 2504091186 — Date: 04/07/2025 — P.O. — Amount: 70.00							
400	HENZE ENTERPRISES INC	251826	04/15/2025	04/07/2025			1,897.50	
	400-651-585 — 3 CY TOPSOIL: STARFISH REPR — 33461 — 04/01/2025 — 60.00							
	400-651-585 — 3 CY RAP: CARTER REPR — 33461 — 04/01/2025 — 120.00							
	400-651-585 — 21 CY FILL: BEASLEY TAPS — 33461 — 04/01/2025 — 315.00							
	400-651-585 — 3 CY TOPSOIL: CARTER REPR — 33461 — 04/01/2025 — 60.00							
	400-651-683 — 30 CY RAP: OST DRAINAGE — 33461 — 04/01/2025 — 1,200.00							
	400-651-585 — 6 CY FILL: HOLLY REPR — 33461 — 04/01/2025 — 90.00							
	400-651-683 — 3.5 CY FILL: RAINTREE DRAINAGE — 33461 — 04/01/2025 — 52.50							
400	ARISTA INFORMATION SYSTEMS INC	251828	04/15/2025	04/07/2025			9,794.54	
	400-650-698 — FEB 2025 PRINTING 2067001 — 0011564 — 02/28/2025 — 1,129.55							
	400-650-698 — FEB 2025 POSTAGE 2067001 — 0011564 — 02/28/2025 — 3,763.18							
	400-650-698 — MAR 2025 PRINTING 2067001 — 0011741 — 03/31/2025 — 1,132.10							
	400-650-698 — MAR 2025 POSTAGE 2067001 — 0011741 — 03/31/2025 — 3,769.71							
400	RJ YOUNG COMPANY LLC	251840	04/15/2025	04/08/2025			225.00	
	Account Number: 400-650-698 — Description: UNL-J9T500-01 RENTAL FEE — Invoice #: INV7439874 — Date: 04/01/2025 — P.O. — Amount: 225.00							
400	C SPIRE WIRELESS	251855	04/15/2025	04/08/2025			147.03	
	Account Number: 400-650-605 — Description: CELL PHONES (3) — Invoice #: 0030759348 — Date: 03/31/2025 — P.O. — Amount: 147.03							
400	LOWE'S	251874	04/15/2025	04/09/2025			594.62	
	400-651-585 — 40LB GRASS BLEND (2) — 971321 — 02/26/2025 — 159.56							
	400-650-559 — SCREWDRIVER(2);2'S40 PIPE(2) — 974066 — 02/27/2025 — 20.80							
	400-650-559 — MRKG SPRAY PAINT BLUE (3) — 974066 — 02/27/2025 — 28.44							
	400-650-586 — GE T8 2-BULB LIGHT BALLAST(2) — 975223 — 02/28/2025 — 66.46							
	400-651-581 — 80LB QUIKRETE (3): BEASLEY — 975582 — 02/28/2025 — 15.63							
	400-651-581 — 80LB QUIKRETE(16): WELL PADS — 994675 — 03/07/2025 — 83.36							
	400-651-581 — 5LB SCREWS;2-4 STUD(12):WPADS — 994675 — 03/07/2025 — 66.52							
	400-651-584 — 4X3 PVC DWV CPLG (3): LARK — 975378 — 03/10/2025 — 42.42							
	400-651-585 — 40LB GRASS BLEND — 973580 — 03/20/2025 — 79.78							
	400-651-683 — 4X4 STUD;SS LNK(2);EYE BOLT(2) — 973561 — 03/20/2025 — 31.65							
400	MISSION COMMUNICATIONS LLC	251876	04/15/2025	04/09/2025			14,500.80	
	400-651-698 — RENEWAL: DARTMOUTH LS — 2007104 — 04/08/2025 — 626.00							
	400-651-698 — RENEWAL: JOHNSTON LS — 2007104 — 04/08/2025 — 626.00							

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	251876	04/15/2025	04/09/2025			14,500.80	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	RENEWAL: BUCKS RD LS	2007104	04/08/2025		626.00
400-651-698	RENEWAL: GRAVELINE LS	2007104	04/08/2025		626.00
400-651-698	RENEWAL: WESTGATE LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: OST (CSX) LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: BROWN RD LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: ROBINSON STILL LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: M BLUFF LS	2007104	04/08/2025		563.40
400-651-698	RENEWAL: STANFIELD LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: KINGFISHER LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: ENARCH LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: HASTINGS LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: FARRIGUT LAKE LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: LARK LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: SINGING PINE LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: FISH HAWK LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: HOME OF GRACE LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: WHITEWOOD LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: GREYCLIFFE LS	2007104	04/08/2025		626.00
400-651-698	RENEWAL: SPANISH OAK LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: KINGSLEA LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: MAGNOLIA BLUFF LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: COTTITA LS	2007104	04/08/2025		626.00
400-651-698	RENEWAL: BROOKSIDE LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: FAIRWAY LS	2007104	04/08/2025		626.00
400-651-698	RENEWAL: TIMBER LANE LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: MEADOWDALE LS	2007104	04/08/2025		387.00
400-651-698	RENEWAL: #26 OST LS	2007104	04/08/2025		626.00
400-651-698	RENEWAL: #14 LS	2007104	04/08/2025		626.00
400-651-698	RENEWAL: THE SOUND LS	2007104	04/08/2025		563.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ACTION PRINTING CENTER INC	251889	04/15/2025	04/09/2025			242.10	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-500	750 W/S APPLICATIONS	4841	04/02/2025	250702	242.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN PIPE & SUPPLY CO INC	251891	04/15/2025	04/09/2025			10,548.86	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	2HP GRINDER PUMP (2)	597468-00	03/21/2025	250705	3,598.00
400-651-581	BLUE MARK FLAG 100CT (30)	571241-00	03/24/2025	250694	420.00
400-651-583	GREEN MARK FLAG 100CT (30)	571241-00	03/24/2025	250694	420.00
400-651-581	WHITE MARK FLAG 100CT (20)	571241-00	03/24/2025	250694	280.00
400-651-581	4" 150# SS FLANGE PACK (16)	571241-00	03/24/2025	250694	458.40
400-651-581	4" MJ 90 BEND (2)	571241-00	03/24/2025	250694	174.24
400-651-581	6X4 MJ REDUCER (2)	571241-00	03/24/2025	250694	173.20
400-651-581	6X4 MJ REDUCER (2)	571241-00	03/24/2025	250694	173.20
400-651-581	6X4 FLG REDUCER IMPORT (2)	571241-00	03/24/2025	250694	373.02
400-651-581	5/8X3/4 PLB DIRECT METER(24)	630076-00	03/28/2025	250725	1,911.60
400-651-581	3/4 MTR SWV CURB STOP (12)	630076-00	03/28/2025	250725	989.64
400-651-581	1" PLB DIRECT METER (4)	630076-00	03/28/2025	250725	676.00
400-651-581	1X3/4X1 MTR SWV CURB STOP(6)	630076-00	03/28/2025	250725	901.56

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COAST CHLORINATOR & PUMP CO INC	251893	04/15/2025	04/09/2025			701.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-582	KIT PM VR 200 SERIES:ION PLNT	78661	04/03/2025	250777	158.00
400-651-582	INLET CAPSULE ASSY PM KIT	78661	04/03/2025	250777	53.00
400-651-582	FLOW TUBE	78661	04/03/2025	250777	5.00
400-651-582	TUBING CONNECTOR 1/4X3/8 (2)	78661	04/03/2025	250777	32.00
400-651-582	SHOP LABOR S/N:8851	78661	04/03/2025	250777	125.00
400-651-582	KIT MAINT 480 VRS	78661	04/03/2025	250777	128.00
400-651-582	INLET CAPSULE ASSY PM KIT	78661	04/03/2025	250777	53.00
400-651-582	FLOW TUBE	78661	04/03/2025	250777	5.00
400-651-582	TUBING CONNECTOR 1/4X3/8 (2)	78661	04/03/2025	250777	32.00
400-651-582	SHOP LABOR S/N:6795	78661	04/03/2025	250777	110.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BAY MOTOR WINDING INC	251894	04/15/2025	04/09/2025			982.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	F-S50NO 50' OPEN FLOAT (15)	0133817	03/26/2025	250720	900.00
400-651-584	FREIGHT	0133817	03/26/2025	250720	82.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	251899	04/15/2025	04/09/2025			1,375.85	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	12-10 AWG NYLON DISC (50)	PAS/101022	03/17/2025	250724	37.50
400-651-584	35/5 440V DUAL RUN CAP:FRENCH	PAS/101022	03/17/2025	250724	18.99
400-651-581	600V 2A CC FUSE(10):WESTGATE	PAS/101011	03/17/2025	250703	192.00
400-651-581	100A 3P 1N01NC 120VAC COIL	PAS/101011	03/17/2025	250703	597.65
400-651-581	OL RELAY 63-85A W/MCG-75	PAS/101011	03/17/2025	250703	140.71
400-651-581	480-120V TRNSFRMR:WESTGATE 2	PAS/101145	03/20/2025	250711	389.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	251915	04/15/2025	04/09/2025			1,188.05	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STATION 114260001	03182025	03/26/2025		1,084.91
400-651-631	LIFT STATION 89627001	03172025	03/24/2025		73.14
400-651-631	LIFT STATION 89702001	03172025	03/24/2025		30.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	251916	04/15/2025	04/09/2025			5,221.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 114046001	03182025	03/25/2025		1,165.54
400-651-631	IONIZATION PLANT 99216002	03182025	03/25/2025		214.22
400-651-631	LIFT STNS 17875	03192025	03/26/2025		277.46
400-651-631	LIFT STNS 17883	03192025	03/26/2025		2,344.21
400-651-631	LIFT STNS 17884	03192025	03/26/2025		1,219.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	251918	04/15/2025	04/09/2025			108.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP68148794	03/31/2025		108.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	251920	04/15/2025	04/09/2025			171.89	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP68224126	04/07/2025		171.89

FUND TOTAL 400 Claims to Checks 17 Total 230,851.75 Manual Held Total 230,851.75

Docket of Claims
Release date from 04/15/2025 thru 04/15/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	251785	04/15/2025	04/03/2025			172,683.26	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	MAR 2025 RES GARBAGE (6337)	0001464356	03/31/2025		172,683.26

FUND TOTAL 404 Claims to Checks 1 Total 172,683.26 Manual Held Total 172,683.26

Docket of Claims
Release date from 04/15/2025 thru 04/15/2025

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	101	Total	259,109.91	Manual	Held	Total	259,109.91
FUND 2	Claims	to	Checks	1	Total	275,000.00	Manual	Held	Total	275,000.00
FUND 4	Claims	to	Checks	2	Total	4,631.02	Manual	Held	Total	4,631.02
FUND 130	Claims	to	Checks	1	Total	399,069.59	Manual	Held	Total	399,069.59
FUND 156	Claims	to	Checks	1	Total	8,964.00	Manual	Held	Total	8,964.00
FUND 157	Claims	to	Checks	1	Total	200.00	Manual	Held	Total	200.00
FUND 176	Claims	to	Checks	6	Total	6,017.21	Manual	Held	Total	6,017.21
FUND 305	Claims	to	Checks	1	Total	12,894.34	Manual	Held	Total	12,894.34
FUND 310	Claims	to	Checks	1	Total	1,475.75	Manual	Held	Total	1,475.75
FUND 400	Claims	to	Checks	17	Total	230,851.75	Manual	Held	Total	230,851.75
FUND 404	Claims	to	Checks	1	Total	172,683.26	Manual	Held	Total	172,683.26
Total for all Funds			Checks	133	Total	1,370,896.83	Manual	Held	Total	1,370,896.83

Councilman Jackson made the motion to approve consent agenda items 1-11, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 075-2025

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-11, are hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAY: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

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

ORDER NUMBER 076-2025

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 the Regular Council Meeting held April 1, 2025 are hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAY: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

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

ORDER NUMBER 077-2025

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 February 2025 are 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 **Councilman Jackson,** seconded by **Councilman George,** and the following vote was recorded:

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAY: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting April 15, 2025.

FEB 2025 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$5,415,128.62
HB1 Modernization Act Funds	Depository Account	002-000-001	$1,382,878.96
ARP Fiscal Recovery Funds	Depository Account	003-000-001	$249,866.79
Amphitheater Venue	Depository Account	004-000-001	$135,515.91
MDAH School House Grant	Depository Account	030-000-001	$20,427.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	$125,621.77
U S Justice Equitable Sharing	Depository Account	157-000-001	$100,323.55
Fire Protection Fund	Depository Account	160-000-001	$310,334.09
Tidelands Grant	Depository Account	171-000-001	$30,284.69
Library Support Fund	Depository Account	172-000-001	$50,655.28
Fairway Boat Launch	Depository Account	173-000-001	($11,827.50)
Shepard State Park Fund	Depository Account	176-000-001	$89,978.12
USDA NRCS EWP Program	Depository Account	300-000-001	($85,524.93)
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	($225,773.79)
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$7,587,888.99
	General Depository Reconciled Cash Balance		$7,587,936.99

ENTERPRISE FUND

Fund Name		Account #	Balance
OST-GV Sewer Improvements	Enterprise Account	360-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	$12.00
Hickory Hill Water Quality-Stormwater	Enterprise Account	362-000-002	($20,530.00)
Head Start Drainage Imp Project	Enterprise Account	370-000-002	$0.00
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	$0.00
Water & Sewer Utility	Enterprise Account	400-000-002	$5,138,658.47
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	$98,224.25
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
	General Ledger Cash Balance		$5,216,364.72
	Enterprise Reconciled Cash Balance		$5,212,401.63

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$669,984.60
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	$142,272.99
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	$319,344.83
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	$732,814.26
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	$71,851.54
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	$71,850.93
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	$21,041.98
S2024 Pub Imps 2M Bond Debt Service	Restricted Fund	257-000-007	$5,000.00
5.3M Uty Rev S2024 Bond Debt Service	Restricted Fund	258-000-007	$300,000.00
5.3M Uty Rev S2024 Bond DSR	Restricted Fund	259-000-003	$533,811.61
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	$12,915.04
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	$178.39
SB2468 Ops-Edu Programs MSPAC	Restricted Fund	309-000-002	$1,507,040.82
MSPAC-TC Park HB1535 Project	Restricted Fund	309-000-004	$1,533,465.25
Performing Arts Center HB603	Restricted Fund	309-000-005	$2,036,627.37
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	$859,506.57
S2024 Pub Imps 2M Bond Construction	Bond Fund	310-000-001	$1,377,310.32
SB2468 Hickory Hill "Lark" Park	Restricted Fund	311-000-001	$1,502,034.18
W&S Bond S2018-S2019: Construction	Bond Fund	Fund 355	$265,284.96
5.3M Utility Rev S2024 Bond Construction	Bond Fund	Multiple Funds	$3,194,953.26
SB2468 Water Meter Imps	Restricted Fund	422-000-001	$1,507,040.82
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	$260,518.21
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$999,519.57
	Total Bond & Restricted Reconciled Cash Balances		$17,924,367.50

FEB 2025
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2025	FEB 2025	Balance	41.66% % to date
	General Fund Revenues	**12,000,622.00**	**5,568,973.54**	**6,431,648.46**	***46.4%***
	Expenditures:				
001	Legislative	**246,854.00**	**103,608.25**	**143,245.75**	***41.9%***
010	City Court	**484,096.00**	**188,498.45**	**295,597.55**	***38.9%***
021	City Manager	**147,300.00**	**65,160.31**	**82,139.69**	***44.2%***
022	Human Resources	**76,701.00**	**28,927.27**	**47,773.73**	***37.7%***
030	Elections	**30,000.00**	**301.23**	**29,698.77**	***1.0%***
040	City Clerk	**500,258.00**	**193,620.13**	**306,637.87**	***38.7%***
060	City Attorney	**150,000.00**	**56,539.00**	**93,461.00**	***37.6%***
090	Economic Dev - Planning	**522,794.00**	**193,733.12**	**329,060.88**	***37.0%***
092	Building & General Expenses	**1,244,074.00**	**864,968.08**	**379,105.92**	***69.5%***
094	Grants & Project Admin	**240,376.00**	**95,652.60**	**144,723.40**	***39.7%***
100	Police	**4,255,039.00**	**1,536,824.42**	**2,718,214.58**	***36.1%***
161	Fire	**3,118,334.00**	**1,258,078.60**	**1,860,255.40**	***40.3%***
170	Recreation	**809,630.00**	**297,953.19**	**511,676.81**	***36.8%***
201	PW: Streets	**675,100.00**	**179,640.78**	**495,459.22**	***26.6%***
205	PW: Maintenance	**359,005.00**	**142,041.95**	**216,963.05**	***39.5%***
680	Debt Service	**87,454.00**	**46,323.96**	**41,130.04**	***52.9%***
900	Interfund Transfers	**767,100.00**	**258,271.75**	**508,828.25**	***33.6%***
	General Fund Expenditures	**13,714,115.00**	**5,510,143.09**	**8,203,971.91**	***40.1%***
	Total Operating Expenditures	**12,501,430.00**	**5,083,561.24**	**7,417,868.76**	
	Total Capital Outlay Expenditures	**221,920.00**	**121,986.14**	**99,933.86**	
	Total Debt Service	**223,665.00**	**46,323.96**	**177,341.04**	
	Total Transfers Out	**767,100.00**	**258,271.75**	**508,828.25**	
	Total Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**13,714,115.00**	**5,510,143.09**	**8,203,971.91**	
	Personnel	**9,025,316.00**	**3,617,772.95**	**5,407,543.05**	
	Supplies	**703,150.00**	**176,212.65**	**526,937.35**	
	Other Services	**2,772,964.00**	**1,289,575.64**	**1,483,388.36**	
	Capital Outlay	**221,920.00**	**121,986.14**	**99,933.86**	
	Debt Service	**223,665.00**	**46,323.96**	**177,341.04**	
	Interfund Transfers for DS	**767,100.00**	**258,271.75**	**508,828.25**	
	Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**13,714,115.00**	**5,510,143.09**	**8,203,971.91**	

FEB 2025
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2025	FEB 2025	Balance	*41.66% % to date*
002 HB1 Modernization Funds				
Revenues	1,123,294.00	611,257.25	512,036.75	*54.4%*
Expenditures	2,724,915.71	830,000.00	1,894,915.71	*30.4%*
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	3,197,457.79	1,697,950.81	1,499,506.98	*53.1%*
Expenditures	4,064,396.11	2,403,705.94	1,660,690.17	*59.1%*
004 Amphitheater Venue Fund				
Revenues	600,000.00	203,636.50	396,363.50	*33.9%*
Expenditures	609,590.00	92,915.43	516,674.57	*15.2%*
030 MDAH 2014 Community Heritage				
Revenues	74,577.00		74,577.00	
Expenditures	95,004.43		95,004.43	
130 $7M GO Bond - Capital Improvements				
Revenues	4,340,945.46	685,422.82	3,655,522.64	*15.7%*
Expenditures	5,167,790.93	839,530.08	4,328,260.85	*16.2%*
156 SE MS METRO TASK FORCE				
Revenues	0.00	64,165.22	(64,165.22)	
Expenditures	125,000.00	68,320.05	56,679.95	*54.6%*
157 US Justice Equitable Sharing				
Revenues	0.00	26,447.22	(26,447.22)	
Expenditures	65,484.95	7,947.67	57,537.28	*12.1%*
160 Fire Protection Fund				
Revenues	118,000.00		118,000.00	
Expenditures	148,550.00	25,659.00	122,891.00	*17.2%*
171 Combined Tidelands Grant				
Revenues	755,176.84	114,949.97	640,226.87	*15.2%*
Expenditures	750,551.47	74,800.00	675,751.47	*9.9%*
172 Library Support Fund				
Revenues	127,913.00	85,060.59	42,852.41	*66.4%*
Expenditures	127,913.00	34,405.31	93,507.69	*26.8%*
173 Fairway Boat Launch - Tidelands				
Revenues	487,125.00	29,612.50	457,512.50	*6.0%*
Expenditures	487,125.00	31,540.00	455,585.00	*6.4%*
176 Shepard State Park				
Revenues	185,500.00	122,754.14	62,745.86	*66.1%*
Expenditures	208,913.00	70,497.96	138,415.04	*33.7%*

FEB 2025
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2025	FEB 2025	Balance	*41.66% % to date*
177 HB1353 Local Imps: Shepard				
Revenues	0.00	1,796.61	(1,796.61)	
Expenditures	218,309.63	3,250.00	215,059.63	*1.4%*
250 2018 W&S Bond Debt Service				
Revenues	289,850.00	122,157.32	167,692.68	*42.1%*
Expenditures	284,306.26	57,153.13	227,153.13	*20.1%*
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,560.00	14,387.29	(2,827.29)	*124.4%*
Expenditures	1,450.00		1,450.00	
252 2019 W&S Bond Debt Service				
Revenues	386,600.00	161,382.92	225,217.08	*41.7%*
Expenditures	381,250.00	312,650.00	68,600.00	*82.0%*
253 2019 W&S Bond Debt Serv Reserve				
Revenues	11,900.00	15,683.87	(3,783.87)	*131.7%*
Expenditures	2,000.00		2,000.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	297,792.00	231,566.64	66,225.36	*77.7%*
Expenditures	297,731.26	231,212.24	66,519.02	*77.6%*
255 S2020 Refnd GO Bond Debt Service				
Revenues	469,367.50	22,058.75	447,308.75	*4.6%*
Expenditures	469,367.50	22,058.75	447,308.75	*4.6%*
256 S2023 GO Note Debt Service	374,314.00	345,885.50	28,428.50	*92.4%*
Revenues	374,314.00	345,885.50	28,428.50	*92.4%*
Expenditures				
257 S2024 Publ Imps 2M Bond Debt Service				
Revenues	0.00	5,000.00	(5,000.00)	
Expenditures	0.00		0.00	
258 S2024 5.3M Uty Rev Bond Debt Service				
Revenues	0.00	300,000.00	(300,000.00)	
Expenditures	0.00		0.00	
259 5.3M Uty Rev Bond DS Reserve				
Revenues	0.00	533,811.61	(533,811.61)	
Expenditures	0.00		0.00	
300 USDA-NRCS EWP				
Revenues	104,362.50		104,362.50	
Expenditures	138,500.00	120,220.00	18,280.00	*86.8%*

FEB 2025
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2025	FEB 2025	Balance	*41.66% % to date*
304 Town Commons Park Project				
Revenues	0.00	6.40	(6.40)	
Expenditures	0.00	2,649.50	(2,649.50)	
305 S2019 MPI GO Bond Construction Fund				
Revenues	50.00	164.26	(114.26)	*328.5%*
Expenditures	20,788.44	582.33	20,206.11	*2.8%*
309 Town Center: MS Songwriters PA Center				
Revenues	1,510,000.00	1,558,936.22	(48,936.22)	*103.2%*
Expenditures	5,878,847.01		5,878,847.01	
310 S2024 Public Imp 2M GO Bond Constn				
Revenues	2,004,000.00	2,020,760.51	(16,760.51)	*100.8%*
Expenditures	2,004,000.00	643,450.19	1,360,549.81	*32.1%*
311 Hickory Hill "Lark" Park				
Revenues	1,501,000.00	1,507,034.18	(6,034.18)	*100.4%*
Expenditures	1,501,000.00	5,000.00	1,496,000.00	*0.3%*
312 SSP Ranger House Renovation				
Revenues	1,300,000.00		1,300,000.00	
Expenditures	1,300,000.00		1,300,000.00	
313 South Gautier-Vancleave Rd Sidewalk				
Revenues	255,510.00		255,510.00	
Expenditures	255,510.00		255,510.00	
355 Water Supply & Treatment Plant				
Revenues	2,102,000.00	2,160,126.25	(58,126.25)	*102.7%*
Expenditures	2,367,253.15	2,160,151.50	207,101.65	*91.2%*
356 Lark Water Treatment Plant				
Revenues	4,980,000.00		4,980,000.00	
Expenditures	4,980,000.00		4,980,000.00	
359 S2024 5.3M Uty Rev Bond Constn				
Revenues	5,309,000.00	5,440,203.26	(131,203.26)	*102.4%*
Expenditures	5,309,000.00	2,245,250.00	3,063,750.00	*42.2%*
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	2,872,391.00	82,120.00	2,790,271.00	*2.8%*
Expenditures	2,831,331.00	82,120.00	2,749,211.00	*2.9%*
363 HH Sewer Rehab RESTORE/GOMESA				
Revenues	3,071,150.00		3,071,150.00	
Expenditures	3,071,150.00		3,071,150.00	

FEB 2025
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2025	FEB 2025	Balance	*41.66% % to date*
364 SEC 592 Water-Sewer Improvements				
Revenues	**3,450,000.00**		**3,450,000.00**	
Expenditures	**3,450,000.00**		**3,450,000.00**	
401 S2023 GO Note Equipment Fund				
Revenues	**0.00**		**0.00**	
Expenditures	**109,219.25**	**10,995.00**	**98,224.25**	*10.0%*
404 Solid Waste Fund				
Revenues	**2,343,600.00**	**447,055.48**	**1,896,544.52**	*19.0%*
Expenditures	**2,378,275.00**	**783,848.61**	**1,594,426.39**	*32.9%*
422 Water Meter Replacement				
Revenues	**1,500,500.00**	**1,507,040.82**	(6,540.82)	*100.4%*
Expenditures	**1,500,500.00**		**1,500,500.00**	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	**800.00**	**3,052.12**	(2,252.12)	*381.5%*
Expenditures	**0.00**		**0.00**	

FEB 2025
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)

	BUDGET FY 2025	FEB 2025	Balance	41.66% % to date
Utility Fund Revenues	**10,990,600.00**	**4,824,145.42**	**6,166,454.58**	***43.8%***
Administration	**3,423,689.00**	**1,183,133.20**	**2,240,555.80**	***34.5%***
Water & Sewer O & M	**4,269,932.00**	**1,555,448.96**	**2,714,483.04**	***36.4%***
Debt Service	**1,028,741.00**	**239,790.55**	**788,950.45**	***23.3%***
Transfers	**2,166,314.00**	**645,885.50**	**1,520,428.50**	***29.8%***
Contingencies	**200,000.00**	**0.00**	**200,000.00**	
Utility Fund Expenditures	**11,088,676.00**	**3,624,258.21**	**7,464,417.79**	***32.6%***
Total Operating Expenditures	***7,509,621.00***	***2,706,785.30***	***4,802,835.70***	
Total Capital Outlay Expenditures	***184,000.00***	***31,796.86***	***152,203.14***	
Total Debt Service	***1,028,741.00***	***239,790.55***	***788,950.45***	
Total Interfund Transfers	***2,166,314.00***	***645,885.50***	***1,520,428.50***	
Total Contingency Expenditures	***200,000.00***	***0.00***	***200,000.00***	
Check Total	***11,088,676.00***	***3,624,258.21***	***7,464,417.79***	
Personnel	***597,368.00***	***245,187.86***	***352,180.14***	
Supplies	***376,000.00***	***95,429.27***	***280,570.73***	
Other Services	***6,536,253.00***	***2,366,168.17***	***4,170,084.83***	
Capital Outlay	***184,000.00***	***31,796.86***	***152,203.14***	
Debt Service	***1,028,741.00***	***239,790.55***	***788,950.45***	
Interfund Transfers	***2,166,314.00***	***645,885.50***	***1,520,428.50***	
Contingencies	***200,000.00***	***0.00***	***200,000.00***	
Check Total	***11,088,676.00***	***3,624,258.21***	***7,464,417.79***	

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

ORDER NUMBER 078-2025

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated April 2025 in the amount of $39,743.07 is hereby approved.

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

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

AYES:	**Casey Vaughan**
	Adam Colledge
	Cameron George
	Richard Jackson
	Gordon Gollott
	Rusty Anderson
	Dante Elbin
NAY:	**None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

	APRIL 2025 UTILITY ADJUSTMENTS							
	THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
		100	400	195	130	800		REASON FOR
CUSTOMER NAME	ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
	029-02701-003	20.02	27.46				47.48	Freeze
	031-09901-000	52.51	106.58	35.00			194.09	Behind Walls
	031-12201-003	183.09	251.11	105.00			539.20	Freeze
	035-05201-003	242.70	336.46	35.00			614.16	Freeze
	035-05251-002	260.63	485.97	70.00			816.60	Freeze
	035-16001-000	79.04	170.23	35.00			284.27	Freeze
	036-16501-000	52.69	104.46	35.00			192.15	Line in yard
	038-24401-000	31.63	45.30				76.93	Freeze
	039-07101-004	137.91	303.39	35.00			476.30	Behind Walls
	044-05701-001		15.10				15.10	Power Washing
	056-03001-002	8.83	12.11				20.94	Freeze
	056-16801-001	47.50	88.72	70.00			206.22	Freeze
	059-05501-000	73.80	101.22				175.02	Freeze
	059-11911-000	1,335.24		35.00			1,370.24	Freeze
	062-33101-000	283.41	460.69	35.00	200.00	36.29	1,015.39	Freeze
	065-39401-002	749.65	2,391.33		850.00	111.98	4,102.96	Under Slab
	077-15501-000	51.78	71.01				122.79	Freeze
	080-17201-000	93.28	248.36	70.00			411.64	Freeze
	080-17701-001	83.50	275.08	70.00			428.58	Outside Spigot
	083-03201-000	81.26	111.44	35.00			227.70	Freeze
	083-10601-000	59.33	134.29				193.62	Outside Spigot
	089-14101-006	335.52	882.84	70.00			1,288.36	Behind Walls
	092-00701-000	1,803.86	2,932.23	35.00	800.00	184.72	5,755.81	major leak
	095-02701-007	139.09	216.78	70.00			425.87	Water heater
	103-01501-000	1,138.06	1,849.95	35.00	850.00	141.61	4,014.62	Freeze
	103-27901-001	2,657.29	3,644.28	35.00			6,336.57	Freeze
	110-17111-002	2,798.89	3,838.47	35.00			6,672.36	Freeze

	113-06001-000	118.30	287.04	35.00			440.34	Water heater
	116-23701-001	115.44					115.44	Pool Fill
	116-37901-002	95.00	130.29	35.00			260.29	Freeze
	116-39001-000	242.25	332.22	35.00			609.47	Freeze
	119-05701-003	34.58	55.04	35.00			124.62	Freeze
	119-07801-001	47.41	65.02	35.00			147.43	Freeze
	125-19001-000	197.87	321.65	70.00	200.00	32.75	822.27	Freeze
	130-23601-000	77.53	175.22				252.75	Behind Walls
	137-15201-000		206.59	35.00		2.45	244.04	Power Washing
	139-13601-001		17.09	35.00			52.09	Outside Spigot
	139-29101-002		165.98	140.00			305.98	Pool Fill
	139-50701-000	130.04	178.34	35.00			343.38	Freeze
								Line in yard
	TOTAL	13,858.93	21,039.34	1,435.00	2,900.00	509.80	39,743.07	
	COMPLETED							

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

RESOLUTION NUMBER 184-2025

WHEREAS, Martin Bluff Elementary will host a student field trip to be held at the George Martin City Park Pavilion A on May 14, 2025, from 8:00 A.M. – 12:00 P.M.; and

WHEREAS, the field trip is for students who have achieved academic growth for the school year; and

WHEREAS, Martin Bluff Elementary has requested that the City waive the pavilion rental fee in the amount of $40.00; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this waiver will assist the voluntary character development and/or public service programs of that school district

.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Martin Bluff Elementary to waive the pavilion rental fee in the amount of $40.00 for a student field trip to be held at the George Martin City Park Pavilion A on May 14, 2025 from 8:00 A.M. – 12:00 P.M. is hereby approved and authorized; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAY: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

MARTIN BLUFF ELEMENTARY SCHOOL
1306 Roys Road | Gautier, Mississippi 39553
Office: 228.522.8850 | Fax: 228.522.8852

April 1, 2025

Dear Gautier City Council,

We hope this message finds you well. We are writing to express our gratitude for your support and to request your assistance with an upcoming school event.

We are a pre-K class with 18 students, along with a developmental delayed pre-K class of five students from Martin Bluff Elementary. We would like to visit George W. Martin City Park on May 14th from 9:00 am-12:30pm. We kindly ask if the rental fee for the pavilion can be waived, as this is a school function for our students.

Thank you for considering our request. We appreciate your support for our educational activities.

Warm regards,

Mrs. Cashwell and Mrs. Gunter

678-488-8947

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

ORDER NUMBER 079-2025

WHEREAS, the Grants and Projects Department requests City Council authorization to enter into a Professional Services Agreement with IMBA for the Shepard State Park Recreational Enhancement Project; and

WHEREAS, the City was awarded through MDEQ in the amount of $410,000 to assist with the Shepard State Park Recreational Enhancement Project; and

WHEREAS, Phase I of the project is to conduct a trail assessment, and to develop a trail maintenance plan (and Phase II is the implementation of the maintenance plan); and

WHEREAS, the estimated cost of this assessment is $33,645.00; and

WHREAS, IMBA is the international leader in developing singletrack trails, in which they excel at assessment, planning, design, and construction of trail systems that provide high-quality experiences for local riders and destination visitors while simultaneously minimizing environmental impacts; and

WHEREAS, IMBA is a recommended vendor by MDEQ for this deliverable; and

WHEREAS, the Mayor and Council hereby find that entering into an agreement with the IMBA for the assessment phase of the Shepard State Park Enhancement Project is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement with IMBA for the assessment phase of the Shepard State Park Enhancement Project, in the amount not to exceed $33,645.00, hereby approved and authorized.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants and Projects Director

Date: April 4, 2025

Subject: Trail Solutions Agreement – Shepard State Park Recreational Enhancement Project-Grant Number 25-00037

REQUEST:
The Grants and Projects Department requests City Council authorization to enter into an agreement with Trail Solutions an International Mountain Biking Association (IMBA) for the Shepard State Park Recreational Enhancement Project.

BACKGROUND:
The grant funds made available pursuant to The Mississippi Trustee Implementation Group Final Restoration Plan 4 and Environmental Assessment ("the Plan") and approved by the Mississippi Trustee Implementation Group (MS TIG) and provided through MDEQ to partially address the injuries caused by the Deepwater Horizon (DWH) Oil Spill pursuant to and in accordance with the Oil Pollution Act and the Consent Decree entered in the case entitled In Re: Oil Spill by the Oil Rig Deepwater Horizon in the Gulf of Mexico, on April 20, 2010, MDL-2179 in the Eastern Federal District Court of Louisiana.

IMBA Trail Solutions is the international leader in developing singletrack trails, with experience in over 1,000 projects in North America, Europe, and Asia. The staff excels at assessment, planning, design, and construction of trail systems that provide high-quality experiences for local riders and destination visitors while simultaneously minimizing environmental impacts.

The project will be completed in two (2) phases. Phase I is to conduct a trail assessment and develop a trail maintenance plan. Phase II is the implementation of the maintenance plan.

DISCUSSION:
The City notified Trail Solutions an International Mountain Bicycling Association (IMBA) to provide a proposal for trail assessment and planning of the trails located at Shepard State Park.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council enter into an agreement with the Trail Solutions an International Mountain Bicycling Association (IMBA) for the Shepard State Park Recreational Enhancement Project that will be completed in two phases in an amount not to exceed $410,000.

The City Council may:
1. Approve entering into a grant agreement as presented; or
2. Not approve entering into a grant agreement.

ATTACHMENT(S):
1. Grant Agreement

Chassity Bilbo
Recreation Director
City of Gautier, MS

Geneva Dummer
Gulf Coast Trails

Via: cbilbo@gautier-ms.gov
geneva@gulfcoasttrails.org

April 2, 2025

Chassity and Geneva,

Thank you for the opportunity to submit the following proposal to complete a trails assessment and planning exercise for Shepard State Park near Gautier, MS.

As the international leader in developing natural surface trails, IMBA Trail Solutions has partnered extensively with public land managers. Our team has deep experience in ensuring trail projects meet our clients' goals. Our staff excels at assessment, planning, design, and construction of natural surface trail facilities and bike parks that provide unique and high-quality experiences for visitors of all ages and ability levels.

If you agree with the attached proposal, please sign, scan, and return it to me.
Do not hesitate to contact me if you have any questions on the following scope of work and fee estimate.

Sincerely,

Ama Koenigshof, Trail Solutions Director of Planning and Design
International Mountain Bicycling Association
Ama.Koenigshof@imba.com

Qualifications and Experience

IMBA Trail Solutions is the international leader in developing singletrack trails, with experience in over 1,000 projects in North America, Europe, and Asia. Our staff excels at assessment, planning, design, and construction of trail systems that provide high-quality experiences for local riders and destination visitors while simultaneously minimizing environmental impacts.

IMBA Trail Solutions is a fee-for-service based arm of the International Mountain Bicycling Association (IMBA), a 501(c)3 non-profit organization. IMBA's mission is to create, enhance, and protect great places to ride mountain bikes. IMBA Trail Solutions employs approximately twenty professional trail planners and builders. In addition to being industry professionals and exceptional mountain bike riders, IMBA Trail Solutions staff hold a broad base of applicable skills and knowledge from planning, landscape architecture, environmental sciences to GIS systems, AutoCAD, and graphic design.

Our wealth of experience has allowed us to develop the gold standard guidelines for creation of both sustainable and enjoyable singletrack trails. These guidelines have influenced all major federal land management agencies and many state and local parks departments. We pride ourselves on the positive experiences we have provided to the millions of active trail users around the world, and in the economic independence that communities have achieved through the development of destination trail systems.

Project Approach

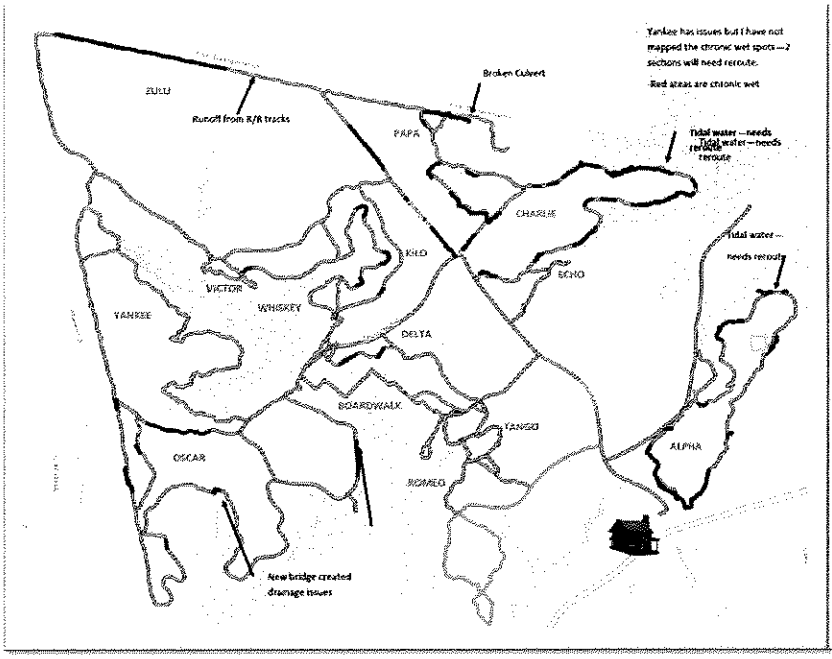
IMBA Trail Solutions proposes a collaborative process of assessment and planning. City of Gautier staff, Gulfcoast Trails representatives, and appropriate stakeholders (the project team) will be engaged and informed throughout the assessment and planning process. By doing so, all involved will have opportunities to review our assessment reporting, recommendations on trail improvements, comment on deliverables, and set the stage for future implementation of a successful project.

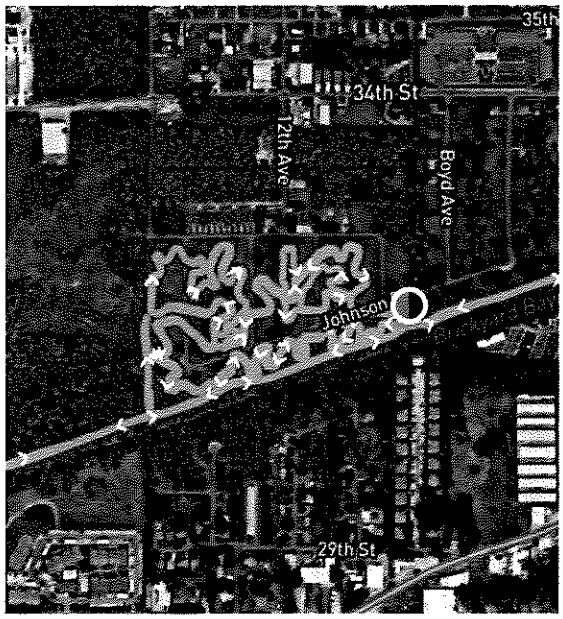
To kick off the project, IMBA Trail Solutions will meet with the project team to discuss the goals for improving trails, the range of users to plan for, and the desired trail experiences to be offered.

IMBA Trail Solutions staff will then review the project area to inventory the landscape and existing trails. IMBA Trail Solutions staff will assess each trail, sanctioned and unsanctioned, by foot and bicycle to determine sustainability and appropriateness. Special attention is paid to natural resources, soil types, slopes, and the purpose of the trail within the larger system. This site visit will inform the tasks to complete a Trails Assessment and Recommendations Plan, considerations that will guide the next steps of design and implementation.

IMBA Trail Solutions planning and design practices will set a framework that advises the eventual development of trail management objectives, recommended implementation methods, cost estimates, and phasing recommendations. Those details can be used during subsequent steps in the design and implementation process.

The following Scope of Work and Fee Estimate outlines the proposed assessment and planning. Once these tasks are complete, IMBA Trail Solutions will have detailed information that will allow us to recommend an appropriate list of next steps.





Scope of Work

TASK 1 – Project Preparation

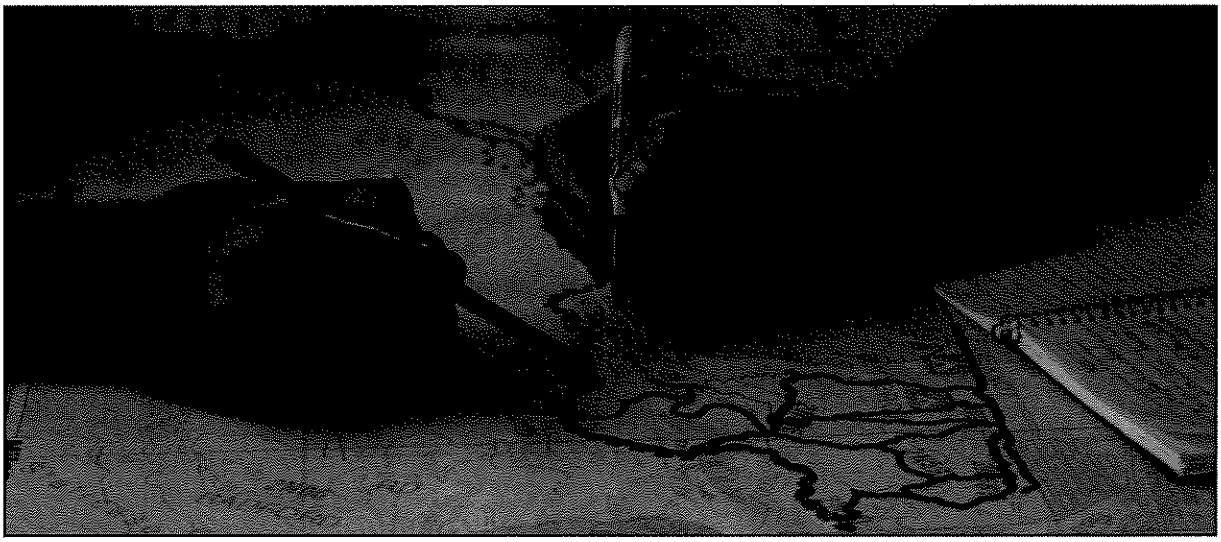
- Discuss project goals and objectives with the project team.
- Ongoing project management and coordination via phone calls, emails, and video conferences as needed to ensure a successful project, budget, and timeline.
- Obtain and review available mapping data.
- Create base map to be used for assessment, planning, and site visit. The map will be complete with area of interest, existing conditions *(roads, buildings, boundaries, land ownership, infrastructure, hydrology, vegetation*), topographic contour information, and orthophotography.

Deliverables – Project understanding, ongoing management, and base mapping

TASK 2 – Assessment and Planning Fieldwork

- IMBA Trail Solutions staff will travel to Gautier, MS.
- Meet with the project team to discuss existing property, project goals/objectives, important ecological areas, desired trail experiences, trail user demographics, and trail improvement planning, and operations/management strategies.
- Review the project area, surrounding landscape, and existing trails. During the site visit special attention will be made to inventory and assess existing trails for sustainability, natural resource impacts, and experience goals. Focus on determining suitability of existing trails for the terrain, management goals, and trail system experiences. Areas will be observed and assessed for trail reroutes, improvements, or additions to meet the management and community goals.

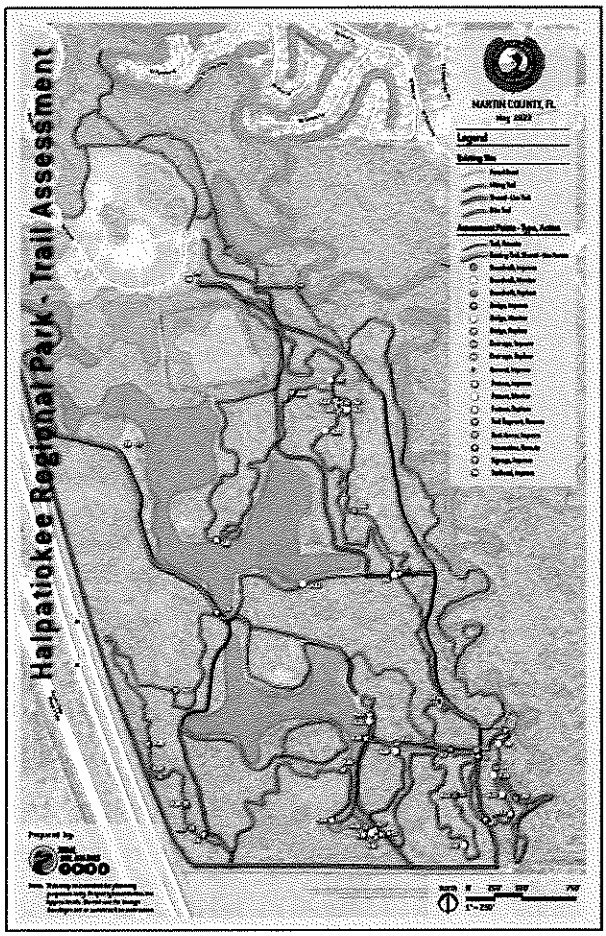
Deliverables – Field assessment and observations, KML data



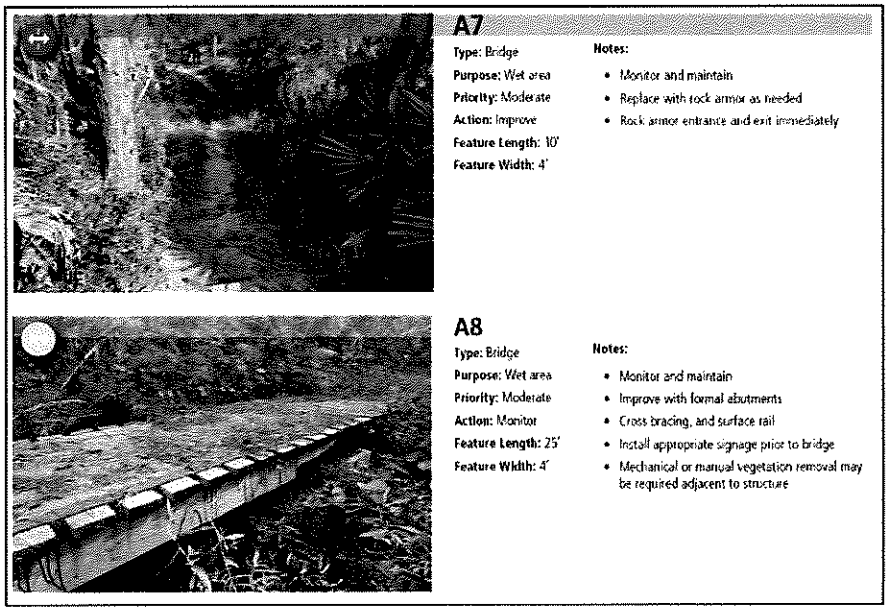
TASK 3 – Trails Assessment Deliverable

- The Trails Assessment Plan, to the extent possible based on the site visit, will recommend a variety of actions for the existing trail network. Trail improvements, relocations, and closures will be identified within the plan. The plan will outline a priority of implementation based upon management goals, financial burden, and timelines.
- A draft Trails Assessment Graphic showing all inventoried trails and their current status, as well as recommended actions, will be produced to help illustrate the Trails Assessment Plan.
- Upon review of the graphic, IMBA Trail Solutions will compile a Trails Assessment Report detailing our field findings, assessment, and concept plan as shown in the graphic. The report will include sections on trail benefits, management goals, experience objectives, recommended trail actions, permitting considerations, implementation approach, phasing considerations, and preliminary development/construction cost opinion.
- IMBA Trail Solutions will provide a draft graphic and report for review by the project team. One review is anticipated which will provide IMBA Trail Solutions with succinct and concise comments and edits. Once all comments have been received IMBA Trail Solutions will edit and finalize the report.

Deliverables – Trails Assessment Graphic and Report



Assessment Examples



Scope of Work and Fee Estimate

Shepard State Park Trails Assessment and Recommendations Plan - Gautier, MS			
		Expenses	Fee
TASK 1 - PROJECT PREPARATION			
1.1	Project kick off call with client and stakeholders		$ 500
1.2	Project management and coordination		$ 965
1.3	Mapping data acquisition		$ 1,150
1.4	Base map set up		$ 1,185
	TASK 1 SUBTOTAL		*$ 3,800*
TASK 2 - ASSESMENT AND PLANNING FIELDWORK (2 TS Staff, up to 5 days)			
2.1	Travel to/from Gautier, MS		$ 1,900
2.2	On site meeting with client and stakeholders		$ 610
2.3	On site assessment and planning		$ 11,275
2.4	Site visit wrap up meeting		$ 305
	TASK 2 SUBTOTAL		*$ 14,090*
	TASK 2 EXPENSES	*$ 4,415*	
TASK 3 - TRAILS ASSESSMENT & RECOMMENDATIONS DELIVERABLE			
3.1	Create trails assessment map graphic		$ 3,840
3.2	Review and revise trails assessment graphic based on client comments		$ 1,540
3.3	Draft trails assessment and recommendations document		$ 4,705
3.4	Review document with client		$ 500
3.5	Finalize trails assessment and recommendatons document based on client comments		$ 755
	TASK 3 SUBTOTAL		*$ 11,340*
TOTAL LABOR COSTS			***$ 29,230***
ESTIMATED EXPENSES		***$ 4,415***	
TOTAL PROJECT COSTS		***$***	***33,645***

TS will bill this project on a lump sum by task.
Labor fee is estimated to be $29,230
Expenses are estimated to be $4,415 and will only be billed as incurred; this includes travel costs, lodging, meals, and field supplies.

Total Project Costs $33,645

Agreement

This document sets forth the agreement for retention of **International Mountain Bicycling Association** to provide services to **City of Gautier – Gautier Trails** as outlined above. The basis of IMBA's Trail Solutions retention is described in the scope of work and in the attached Conditions document.

Approved for **City of Gautier – Gautier Trails**

By _____

Name & Title _____

Address _____

Date _____

Approved for **International Mountain Bicycling Association**

By _____

Name & Title _____

Date _____

Shepard SP Trails Assessment 250402v6.docx

Enl: Conditions

Conditions:

The following conditions will apply to the work performed by Trail Solutions:

1) Client will aid TS as needed during the project to ensure sufficient transfer of knowledge to aid the efficient execution of the project scope.
2) Specific start and finish dates will be determined by: weather conditions; site access conditions; vegetation; availability of Client's personnel, other stakeholders, and of TS staff; and other factors. TS will not be responsible for project delays or failures caused by any factors out of their control, including, but not limited to: pandemic; disease; weather; ground conditions; and/or legal access.
3) Force Majeure - TS shall not be liable to Client for any failure or delay in the services caused by events beyond TS's reasonable control after taking customary precautions, including without limitation acts of God, fire, floods, disease, weather, acts of war or terrorism.
4) Client is responsible for stakeholder coordination, including: arranging meetings; providing a meeting room, projector, screen, and other materials; and providing contact information for stakeholder groups. Participation in formal public meetings is not part of this scope.
5) TS reserves the right to refuse to perform, promote, or execute any designs or proposals that are not, in TS' opinion; sustainable, environmentally or socially sound, and/or in the best interest of affected parties.
6) To be most efficient TS reserves the right to move hours between tasks without the expressed permission of Client.
7) Client will obtain all necessary permits/permissions required to perform contracted tasks.
8) Client will provide all listed items that they currently have available, in electronic (ESRI shape-file) format. This map information will include but is not limited to:
    - Property boundaries
    - Contour lines
    - Designated use areas
    - Vegetation cover
    - Hydrologic information
    - Wetlands
    - Utility locations
    - Active and inactive roads
    - Trail alignments
    - Special biological or habitat zones
    - Structures
    - Archeological sites
    - Any other relevant area management data
9) All property boundaries for the subject site shall be clearly identifiable and obvious. In the event that there are any questions regarding the location of property boundaries, the Client shall provide immediate assistance in determining their location. TS shall bear no responsibility or costs for efforts that cannot be accurately completed because of lack of accurate boundary information.

10) To reduce costs all materials (e.g., maps, reports, notes, photos, data layers, etc.) will be provided in electronic format only.

11) No field flagging will be produced with this effort.

12) Any additional fee-based work outside the scope of this project shall require explicit approval by the Client before being executed.

13) Comments on project deliverables to TS from the client shall be delivered only once and in the format of a succinct, inclusive response.

14) Payment for services shall be rendered within 30 days of invoicing. Invoices shall be submitted following the completion of the relevant task.

15) **Expenses will be invoiced at actual cost not to exceed State of Mississippi travel rate maximums. All expenses will be documented through receipts.**

16) This proposal is valid for 90 days from the date of issue. After that time, TS reserves the right to revise or rescind the offer for its services.

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

ORDER NUMBER 080-2025

WHEREAS, the Development Infrastructure (DIP) Grant Program provides grant assistance to counties or municipalities to finance infrastructure projects to support business locations and expansions in Mississippi; and

WHEREAS, on April 28, 2017, the City received an award letter for a $350,000 DIP grant from the Mississippi Development Authority (DIP # 383); and

WHEREAS, the City joined with B & D Plastics to leverage manufacturing facility expansions there in order to obtain this DIP grant, which were to be used to construct a water storage tank to serve the area around B & D Plastics; and

WHREAS, due to the Covid crisis, B & D Plastics did not meet their anticipated goal of creating 35 new jobs per the terms of the agreement for a DIP grant through MDA, though the new current new employment creation (25) is very close to target; and

WHEREAS, the City of Gautier will be requesting that MDA will consider B&D Plastics' commitment per the DIP Grant Guidelines satisfied, due to unforeseen circumstances caused by Covid-19; and

WHEREAS, the Mayor and Council hereby find that the submission of a request for waiver to the Mississippi Development Authority regarding DIP #383 grant agreement reimbursement demand in the amount of $100,000 is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the that the submission of a request for waiver to the Mississippi Development Authority regarding DIP #383 grant agreement is hereby approved and authorized.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAY: **None**

_____
MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants & Projects Director

Date: April 7, 2025

Subject: Development Infrastructure Program (DIP) with Mississippi Development Authority for Water Storage Tank-Waiver Request for Non-Compliance

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REQUEST:
The Grants & Projects Department requests City Council authorization to submit a waiver to the Mississippi Development Authority regarding DIP #383 grant agreement reimbursement request in the amount of $100,000.

BACKGROUND:
The Development Infrastructure (DIP) Grant Program provides grant assistance to counties or municipalities to finance infrastructure projects to support business locations and expansions in Mississippi. Funding from this program can be used by municipalities and counties to assist with the location or expansion of businesses. Usage of the funds must be directly related to the construction, renovation or expansion of industry. This DIP grant will be used to construct a water storage tank to serve the area around B & D Plastics. The City joined with B & D Plastics to leverage manufacturing facility expansions there in order to obtain this DIP grant.

The City received an award letter for a $350,000 DIP grant from the Mississippi Development Authority on April 28, 2017 (DIP # 383). This was a reimbursement-based grant that requires a 10 percent match ($35,000), to come from enterprise utility revenues and a CAP loan/other funds.

DISCUSSION:
Due to unforeseeable events, D & B Plastics did not meet their anticipated goal of creating 35 new jobs per the terms of the agreement for a DIP grant through MDA. However, the current new employment creation (25) is very close to the target. As you are aware, the COVID years not only stalled economic growth, but put many companies out of business. B&D Plastics pushed through managing to keep employment at 91, all the while suffering the same trying times as the economy as a whole. Therefore, the City of Gautier will be requesting that MDA consider B&D Plastics' commitment per the DIP Grant guidelines have been met due to the unforeseen circumstances caused by the COVID crisis.

RECOMMENDATION:
The Grants & Projects Department requests that City Council authorize the submission of a waiver to the Mississippi Development Authority regarding DIP #383 grant agreement reimbursement request of funds in the amount of $100,000.

The City Council may:

1. Approve the waiver submission request as presented; or
2. Not approve the waiver submission request as presented.

ATTACHMENT(S):

1. Letter

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY
William V. Cork
Executive Director

February 10, 2025

Casey Vaughan
Mayor
City of Gautier
3330 U.S. Hwy 90
Gautier, MS 39553

RE: City of Gautier – B & D Plastics, LLC
DIP # 383

Dear Mayor Vaughan:

On 3/14/2017 the city of Gautier was awarded DIP Grant #383 in the amount of $350,000.00 for the benefit of B & D Plastics, with the agreement that B & D Plastics would create thirty-five new, permanent full-time jobs within two years from the completion of the DIP project construction. Your award contract has been extended four times with the last extension expiring 7/9/2024. At this time, we are unable to continue to extend this contract. As of the date of this letter we have documentation of twenty-five jobs met out of the thirty-five jobs agreed upon in the DIP grant agreement between MDA and the city of Gautier.

Per Section 11, page 9 of the grant agreement "If the business benefitting from the DIP improvements fails to create 35 net new permanent full time equivalent jobs as indicated in the Memorandum of Agreement, the recipient will reimburse the Mississippi Development Authority a pro rata share of the amount contemplated by this agreement. The reimbursement amount will be arrived at by multiplying the difference between the total number of actual jobs created by the cost per job, which is $10,000.00." By this agreement and the documented jobs to date, the city of Gautier is required to pay the pro rata share of $100,000.00 for the ten unfulfilled jobs.

At this time, we request that the city of Gautier submit the closeout documents for this grant along with final documentation of the total jobs met and the pro rata share for any jobs not met.

Should you need additional information, please contact Lisa Maxwell at 601-359-2498 or lmaxwell@mississippi.org.

Sincerely,

Lisa Maxwell

Lisa Maxwell
Deputy Director
Community Incentives Division

LM: cm

cc: Brenda Greco

POST OFFICE BOX 849 • JACKSON, MISSISSIPPI 39205-0849
TELEPHONE (601) 359-3449 • FAX (601) 359-2832 • www.mississippi.org

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

ORDER NUMBER 081-2025

WHEREAS, a contract for the Sanitary Sewer Main Rehabilitation Project, Phase II was awarded to Suncoast Infrastructure, LLC; and

WHEREAS, the Grants and Projects Department requests City Council to approve the final pay application in the amount of $50,374.58, the certificate of substantial completion, and other closeout documents; and

WHEREAS, Seymour Engineering has reviewed the final pay application, the certificate of substantial completion, and additional closeout documentation associated with this project, and recommends approval of same; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve these items; and

IT IS FURTHER ORDERED that the final pay application in the amount of $50,374.58 for the Sanitary Sewer Main Rehabilitation Project, Phase II is hereby approved.

IT IS FURTHER ORDERED that the certificate of substantial completion and additional closeout documentation are hereby approved.

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

Motion was made by **Councilman Jackson,** seconded by **Cameron George,** and the following vote was recorded:

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants & Projects Director

Date: April 7, 2025

Subject: Sanitary Sewer Main Rehabilitation Phase II Project Certificate of Substantial Completion, Final Pay Application, and Closeout Documents

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REQUEST:
The Grants and Projects Department requests City Council authorization to approve the Certificate of Substantial Completion, Final Pay Application No. 6 (retainage), and closeout documents for the Sanitary Sewer Main Rehabilitation Phase II Project.

BACKGROUND:
The residential neighborhoods of College Park, Guillotteville Road, and Valleywood Subdivisions were developed utilizing clay pipes for the sanitary sewer infrastructure. Due to the age and condition of the existing system, these pipes need relining. Currently, the existing sanitary sewer system has significant inflow and infiltration (I&I) problems. These conditions result in sewer overflows. The existing systems become surcharged and raw sanitary sewer is released inside homes, front yards, roads, and ditches.

The first phase of the project (completed October 2023) consisted of videoing and smoke testing of the sanitary sewer lines to determine the next steps and required repairs of the project.

Phase II of the project is the repair, replacement, and lining of the sanitary sewer lines and manholes for College Park, Guillotteville Road, and Valleywood Subdivision.

DISCUSSION:
The Certificate of Substantial Completion was received from Seymour Engineering along with the final pay application No. 6 (retainage), and closeout documents. The contractor will complete or correct the items listed in the substantial completion document within (30) days from the date of Substantial Completion which was reached on March 20, 2025.

Seymour Engineering has reviewed the final pay application No. 6 (retainage), closeout documents, and Certificate of Substantial Completion and recommends approval.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council approve the Certificate of Substantial Completion, Final Pay Application No. 6 (retainage), and closeout documents for the Sanitary Sewer Main Rehabilitation Phase II Project.

The City Council may:
1. Authorize approval of Certificate of Substantial Completion as presented; or
2. Not authorize approval of Certificate of Substantial Completion, as presented.

ATTACHMENT(S):

1. Certificate of Substantial Completion
2. Final Pay Application No. 6
3. Release of Liens

Certificate of Substantial Completion

Project: Sanitary Sewer Rehab Phase 2	Owner: City of Gautier	Owner's Contract No.:
Contract: Sanitary Sewer Rehab Phase 2		Date of Contract: 7-2-2024
Contractor: Suncoast Infrastructure, INC		Engineer's Project No.: 24-066.01

This [tentative] [definitive] Certificate of Substantial Completion applies to:

✠ All Work under the Contract Documents: ☐ The following specified portions:

March 20, 2025

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities Not Amended

Owner's Amended Responsibilities: None

Contractor's Amended Responsibilities: Contractor has additional work as listed on the Substantial Completion Walk-Through Punch List.

The following documents are attached to and made part of this Certificate:

Substantial Completion Walk-Through Punch List Letter

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date: 3/21/2025
Accepted by Contractor	Date: 4/3/25
Accepted by Owner	Date

SEYMOUR ENGINEERING

Civil Engineers & Professional Land Surveyors

March 21, 2025

Wes Windham
Suncoast Infrastructure, INC
PO Box 397
1858 Hwy 49 South
Florence, MS 39073

RE: Substantial Completion Inspections for Sanitary Sewer Rehab Phase 2.

Dear Wes,

A final inspection was completed March 20, 2025, for the above referenced project and listed below are the punch list items to be completed.

Punch list items:

1. Remove rocks and fix sod around manhole between 3900 Hillandale Dr and 2600 Valleywood Dr
2. Sod around manhole at 4024 Hillandale Dr
3. Sod around manhole at 4000 Crestwood
4. Send flow monitoring data
5. Send camera footage.

If you should have any questions or need additional information, please let me know.

Sincerely,

Hunter Sonier,
E.I.

Cc: Kimberly Saucier, Grants and Projects Director (City of Gautier)

925 Tommy Munro Dr., Ste. G, Biloxi, MS 39532
Phone: 228-385-2350 Fax: 228-385-2353 Email: se@seymoureng.com

SEYMOUR ENGINEERING

Civil Engineers and Professional Land Surveyors

925 Tommy Munro Drive, Suite G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353

March 20, 2025

Kimberly Saucier
Grants and Projects Director
City of Gautier, MS 3330 US-90
Gautier, MS 39553

RE: Pay Application No 6, Suncoast Infrastructure, INC
Sanitary Sewer Rehab Phase 2

Dear Kimberly,

Enclosed please find Pay Application No. 6 for work completed on the referenced project. I am recommending that you place this on the next meeting agenda for consideration and approval by the Council for payment in the amount of $50,374.68 to Suncoast Infrastructure, INC. for completed work as noted.

If you should have any questions or need additional information, please let me know.

Sincerely,
SEYMOUR ENGINEERING

Mark Seymour, P.E., President
Seymour Engineering, PLLC

Cc: Suncoast Infrastructure, INC.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S24103-RET

To Customer:	City of Gautier, MS 3330 Highway 90 Gautier, MS 39553	**Project**	S24103- Sanitary Sewer Rehab. Phase II, City of Gautier, MS	**Via Engineer**	Seymour Engineering 925 Tommy Munro Drive, Suite G Biloxi, MS 39532
From Contractor:	Suncoast Infrastructure, Inc. P.O. Box 397 1858 Hwy 49 South Florence, MS 39073	**Owner:**	City of Gautier, MS 3330 US-90 Gautier, MS 39553		

Application Date: 3/14/2025

Application No. JB App #5 **FINAL**
Period From: 3/1/2025
Period To: 3/31/2025
External Contract No. N/A
Contract Date: 7/2/2024

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	$1,096,405.00
2. Net Change By Change Order	-$88,911.70
3. Contract Sum To Date	$1,007,493.30
4. Work Completed To Date	$1,007,493.30
5. Stored Materials Inventory	$0.00
6. Total Completed and Stored To Date	$1,007,493.30
7. Retainage	
a. Maximum Retainage is not in effect.	
b. Securities are not furnished in lieu of Retainage.	$0.00
c. Retainage on Work Completed to Date 0.00 %	$0.00
d. Retainage on Stored Materials Inventory 0.00 %	$0.00
e. Total Calculated Retainage	$0.00
f. Total Retainage To Be Withheld	$0.00
8. Total Earned Less Retainage	$1,007,493.30
9. Less Previous Certificates For Payments	$957,118.62
10. Current Payment Due	$50,374.68
11. Balance to Finish, Plus Retainage	$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$83,200.00	$0.00
Total Approved this Month	$0.00	$172,111.70
TOTALS	$83,200.00	$172,111.70
Net Changes By Change Order	-$88,911.70	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Suncoast Infrastructure, Inc.

By: _____ Date: 3/14/2025

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 14th day of March 2025

Notary Public: _____

My Commission expires: January 12, 2027

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 98009 AMY L. WHITELEY Commission Expires Jan. 12, 2027 RANKIN COUNTY

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $50,374.68

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: _____ Date: 3/20/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #6
Application Date : 03/14/25
Period From: 03/01/25
Period To: 03/31/25
External Contract No.:

Invoice # : S24103-RET

Contract : S24103- Sanitary Sewer Rehab. Phase II, City of Gautier, MS

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
1	Mobilization	LS	1.00	$54,525.00	$54,525.00	1.00	$54,525.00	0.00	$0.00	1.00	$54,525.00	$0.00	$54,525.00	100.00%	$0.00
2	Traffic Control	LS	1.00	$23,830.00	$23,830.00	1.00	$23,830.00	0.00	$0.00	1.00	$23,830.00	$0.00	$23,830.00	100.00%	$0.00
3	Silt Fence	LF	0.00	$5.00	$0.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$0.00	$0.00	0.00%	$0.00
4	Wattle	LF	0.00	$6.00	$0.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$0.00	$0.00	0.00%	$0.00
5	Hydroseed and Fertilizer	SY	0.00	$1.75	$0.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$0.00	$0.00	0.00%	$0.00
6	Sodding	SY	732.00	$6.00	$4,392.00	732.00	$4,392.00	0.00	$0.00	732.00	$4,392.00	$0.00	$4,392.00	100.00%	$0.00
7	CIPP Lining of 8" Gravity Sewer	LF	8,109.00	$45.00	$364,905.00	8,109.00	$364,905.00	0.00	$0.00	8,109.00	$364,905.00	$0.00	$364,905.00	100.00%	$0.00
8	CIPP Lining of 30" Gravity Sewer	LF	854.00	$230.00	$196,420.00	854.00	$196,420.00	0.00	$0.00	854.00	$196,420.00	$0.00	$196,420.00	100.00%	$0.00
9	6" PVC Sewer Pipe SDR 26 (All Depths)	LF	290.00	$39.00	$11,310.00	290.00	$11,310.00	0.00	$0.00	290.00	$11,310.00	$0.00	$11,310.00	100.00%	$0.00
JOB	JOB	LS	0.00	$0.00	$0.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$0.00	$0.00	0.00%	$0.00
10	6" Sewer Clean Out	EA	1.00	$1,220.00	$1,220.00	1.00	$1,220.00	0.00	$0.00	1.00	$1,220.00	$0.00	$1,220.00	100.00%	$0.00
11	Removal of (6"-8") Gravity Sewer	LF	290.00	$22.00	$6,380.00	290.00	$6,380.00	0.00	$0.00	290.00	$6,380.00	$0.00	$6,380.00	100.00%	$0.00
12	Bypass	EA	12.00	$1,650.00	$19,800.00	12.00	$19,800.00	0.00	$0.00	12.00	$19,800.00	$0.00	$19,800.00	100.00%	$0.00
13	Point Repairs-8" Gravity Sewer	EA	7.00	$8,000.00	$56,000.00	7.00	$56,000.00	0.00	$0.00	7.00	$56,000.00	$0.00	$56,000.00	100.00%	$0.00
14	Manhole Lining	EA	10.00	$3,550.00	$35,500.00	10.00	$35,500.00	0.00	$0.00	10.00	$35,500.00	$0.00	$35,500.00	100.00%	$0.00
15	Replace Manhole Frames and Covers	EA	29.00	$1,075.00	$31,175.00	29.00	$31,175.00	0.00	$0.00	29.00	$31,175.00	$0.00	$31,175.00	100.00%	$0.00
16	2' Raiser Cone on Manhole (Old Spanish Trail)	EA	1.00	$1,850.00	$1,850.00	1.00	$1,850.00	0.00	$0.00	1.00	$1,850.00	$0.00	$1,850.00	100.00%	$0.00
17	Remove and Replace Concrete Driveway (6")	SY	151.67	$210.00	$31,850.70	151.67	$31,850.70	0.00	$0.00	151.67	$31,850.70	$0.00	$31,850.70	100.00%	$0.00
18	Limestone (Size 610)	CY	32.86	$110.00	$3,614.60	32.86	$3,614.60	0.00	$0.00	32.86	$3,614.60	$0.00	$3,614.60	100.00%	$0.00
19	Select Fill (Class 9)	CY	36.00	$21.00	$756.00	36.00	$756.00	0.00	$0.00	36.00	$756.00	$0.00	$756.00	100.00%	$0.00
20	Geotextile Fabric	SF	0.00	$4.00	$0.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$0.00	$0.00	0.00%	$0.00
A-1	CIPP Lining of 30" Gravity Sewer	LF	234.00	$230.00	$53,820.00	234.00	$53,820.00	0.00	$0.00	234.00	$53,820.00	$0.00	$53,820.00	100.00%	$0.00
A-2	Flow Monitoring (2 Months)	LS	1.00	$18,275.00	$18,275.00	1.00	$18,275.00	0.00	$0.00	1.00	$18,275.00	$0.00	$18,275.00	100.00%	$0.00
WD-01	CCTV Investigation (No CIPP)	LF	0.00	$4.00	$0.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$0.00	$0.00	0.00%	$0.00
C01-1	Remobilization for CCTV Crew	LS	2.00	$1,475.00	$2,950.00	2.00	$2,950.00	0.00	$0.00	2.00	$2,950.00	$0.00	$2,950.00	100.00%	$0.00
C01-2	Remobilization for CIPP Crew	LS	2.00	$5,955.00	$11,910.00	2.00	$11,910.00	0.00	$0.00	2.00	$11,910.00	$0.00	$11,910.00	100.00%	$0.00
C01-3	6" CIPP	LF	92.00	$45.00	$4,140.00	92.00	$4,140.00	0.00	$0.00	92.00	$4,140.00	$0.00	$4,140.00	100.00%	$0.00
C01-4	New Manhole Installation	EA	1.00	$6,355.00	$6,355.00	1.00	$6,355.00	0.00	$0.00	1.00	$6,355.00	$0.00	$6,355.00	100.00%	$0.00
C02-1	CCTV Only (NO CIPP)	LF	3,704.00	$4.00	$14,816.00	3,704.00	$14,816.00	0.00	$0.00	3,704.00	$14,816.00	$0.00	$14,816.00	100.00%	$0.00
C02-2	10" CIPP	LF	907.00	$57.00	$51,699.00	907.00	$51,699.00	0.00	$0.00	907.00	$51,699.00	$0.00	$51,699.00	100.00%	$0.00

Grand Totals	$1,007,493.30	$1,007,493.30	$0.00	$1,007,493.30	$0.00	$1,007,493.30	100.00%	$0.00

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER ☐
Sanitary Sewer Rehab. Phase II, City of Gautier, MS	**CONTRACT FOR:** General Construction	ARCHITECT ☐
		CONTRACTOR ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:** July 2, 2024	SURETY ☐
City of Gautier, MS 3330 US - 90 Gautier, MS 39553		OTHER ☐

STATE OF: Mississippi

COUNTY OF: Rankin

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment ☒Yes ☐No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Suncoast Infrastructure, INC.
P.O. Box 397
Florence, MS 39073

BY: _____

(Signature of authorized representative)

Wes Windham

(Printed name and title)

Subscribed and sworn to before me on this date:

March 28, 2025

Notary Public: _____

Amy L Whiteley

My Commission Expires:

January 12, 2027

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 98009 AMY L. WHITELEY My Commission Expires Jan. 12, 2027 RANKIN COUNTY

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER ☐
Sanitary Sewer Rehab. Phase II, City of Gautier, MS	**CONTRACT FOR:** General Construction	ARCHITECT ☐
		CONTRACTOR ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:** July 2, 2024	SURETY ☐
City of Gautier, MS 3330 US - 90 Gautier, MS 39553		OTHER ☐

STATE OF: Mississippi
COUNTY OF: Rankin

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: Payment of Estimate 5 in the amount of $50,782.91
Payment of Estimate 6 Final Retainage of $50,374.68

Total due $101,157.59

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Suncoast Infrastructure, INC.
P.O. Box 397
Florence, MS 39073

BY: _____
(Signature of authorized representative)

Wes Windham
(Printed name and title)

Subscribed and sworn to before me on this date:
March 28, 2025
Notary Public: _____
Amy L Whiteley
My Commission Expires:
January 12, 2027

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 98009 AMY L. WHITELEY My Commission Expires Jan. 12, 2027 RANKIN COUNTY

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

ORDER NUMBER 082-2025

WHEREAS, Skylink Events has agreed to provide remote network maintenance, remote monitoring, and technical support services for the network infrastructure at The Sound Amphitheater; and

WHEREAS, these services will include remote access and firmware updates, network optimization and load balancing based on metric evaluation, ticket modification and troubleshooting, and performance assessments to maintain a user-friendly network; and

WHEREAS, the agreement will remain in effect for five (5) years, at the monthly rate of $280.00 per month; and

WHEREAS, this agreement shall be governed and interpreted in accordance with the laws of the State of Mississippi; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the services agreement between the City of Gautier and Skylink Events is hereby approved.

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

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

AYES:	**Casey Vaughan**
	Adam Colledge
	Cameron George
	Richard Jackson
	Gordon Gollott
	Rusty Anderson
	Dante Elbin
NAY:	**None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

SERVICE AGREEMENT

Skylink Events ("Service Provider") and **The City of Gautier, Mississippi** ("Client")
Effective Date:
Term: Five (5) Years

1. Scope of Services

Service Provider agrees to provide remote network maintenance, remote monitoring, and technical support services for the network infrastructure at The Sound. These services include:
Remote access and firmware updates.

Network optimization and load balancing based on metric evaluation.

Ticketed modifications and troubleshooting, limited to 8 hours of remote support per month. Ongoing monitoring and remote support during scheduled events.
Performance assessments to maintain a user-friendly network.

2. Compensation & Payment Terms

The Client agrees to compensate Service Provider at the monthly rate of **$280.00** per month.

Service Provider will invoice the Client each month.

Any additional services requested outside the scope of this agreement, including remote support exceeding 8 hours per month, will be billed separately at a mutually agreed rate.

3. Term & Termination

This agreement shall commence on [Start Date/Equipment Provision Date] and remain in effect for a period of **five (5) years**, subject to the ratification of future governing authorities of the City of Gautier.

Either party may terminate the contract with a 60-day written notice.

Termination for breach may occur if either party fails to meet contractual obligations and does not remedy the issue within 10 days of written notice.

4. Responsibilities of Service Provider

Maintain the network to ensure stable and secure operations. Provide timely support and monitoring for scheduled events. Perform firmware updates and necessary security patches. Maintain logs of all network modifications and optimizations.

5. Responsibilities of Client

Ensure Service Provider has necessary remote access capabilities by maintaining uptime with their chosen Internet Service Provider.
Notify Service Provider in advance of scheduled events requiring remote monitoring. Promptly report any technical issues requiring immediate attention.

6. Confidentiality & Data Protection

Service Provider will not disclose any sensitive or proprietary information regarding the Client's network. Secure handling and compliance with industry best practices will be followed for all network operations.

7. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of **Mississippi**.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

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

RESOLUTION NUMBER 185-2025

WHEREAS, the Cruisin' Through the Decades Event will advertise and bring into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

WHEREAS, the Cruisin' Through the Decades Event will be helpful toward advancing the moral, financial and other interests of such municipality;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event scheduled for October 5, 2025 is hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAY: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	04/09/2025
Subject:	Approval of an agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one-day Cruisin' Through the Decades Event

---

REQUEST:
The Recreation Department requests that City Council approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one-day Cruisin' Through the Decades Event to be held October 5, 2025.

BACKGROUND:
The 29th Annual Cruisin' the Coast will be held Oct. 5 – 12, 2025 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 5, 2025 beginning at 12 Noon. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:
The Gautier Recreation Department has been tasked with planning new activities, more recreational events, and to seek new partnerships to provide more community engagement for the residents of Gautier. The Recreation Department is planning to host a one-day Cruisin' Through the Decades event. The event will consist of musical entertainment, reserved parking for cruisers, a car cruise-in, and food vendors.

RECOMMENDATION:
The Recreation Department recommends that City Council approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.

The City Council may:
1. Approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.; or
2. Not approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.

ATTACHMENTS:
1. 2025 Cruisin' Agreement

March 20, 2025

Chassity Bilbo
City of Gautier
3330 US-90
Gautier, MS 39553

Dear Chassity,

Thank you for making Cruisin' The Coast 2024 such a wonderful event. We were fortunate to have great weather, nearly 10,000 registered vehicles and the best community and business support there is. We are grateful for all you do. Thank you for your years of support.

We are looking forward to another great Cruisin' Through the Decades event in the City of Gautier. To get that rolling, I have enclosed two copies of the agreement between Cruisin' The Coast and the City of Gautier for our 2025 event. Please have both copies signed; retain one for your records and return one to us.

We look forward to working with you and the City of Gautier for another great event.

Sincerely,
Cruisin' The Coast, Inc.

Sherwood R. Bailey, Jr.
Executive Director

Agreement between
Cruisin' The Coast, Inc. and the City of Gautier

This Agreement is by and between ***Cruisin' the Coast, Inc***. (hereinafter "CTC") and the following business or entity: City of Gautier, MS (hereinafter, "the City") and applies to the "Cruisin the Coast" event to be held on Sunday, October 5, 2025, in the City of Gautier. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date, the parties do accept the commitments and assurances of the other as follows:

1. **The City of Gautier will provide**:
    a. Event fee of $5,000 (To be paid by the Jackson County Board of Supervisors)
    b. Volunteers to staff the event
    c. Traffic control
    d. Port-o-lets
    e. Signage
    f. A "person in charge" who will coordinate with the "person in charge" designated by CTC to produce the event

2. **Cruisin' The Coast will provide:**
    a. Promotion and advertisement of the Sunday, October 5, 2025, event in all printed materials and on website.
    b. License to use of the Cruisin' The Coast logo upon approval by CTC until the event is complete
    c. A "person in charge" who will coordinate with the "person in charge" designated by City to produce the event
    d. 6 tickets to the Kickoff Sponsor Party.
    e. 6 Sponsor T-shirts

General:

1. Outside vendors, not associated with a local merchant will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form. CTC is not responsible for collection of any applicable taxes.
2. ET Motorgear is acknowledged as the official apparel vendor of Cruisin' The Coast. Other vending of this type is not permitted. CTC reserves the right to approve other apparel vending if ET Motorgear is not present, or not able to participate.
3. All media releases, press conferences and collateral materials promoting the event must be approved in advance by CTC. The parties acknowledge that CTC is a registered trademark and any use of the CTC logo and the words "Cruisin' The Coast" must be approved by CTC.
4. The City will obtain such event insurance as may be available at the time of the event and will furnish CTC with a copy of any policy so obtained. CTC acknowledges, however, that the City's liability for incidents occurring during the event is governed by the Mississippi Tort Claims Act and that the City of Gautier

already carries liability coverage that will protect the City in the event of any damages or losses that might be incurred during the event and for which the City would otherwise be liable. CTC also acknowledges that the City, by law, cannot agree to indemnify CTC, or to hold CTC harmless from any claims, damages, or assessments, that might arise as a result of incidents occurring during the event, except to the extent allowed by law pursuant to state statute.

5. The City of Gautier acknowledges that it is sponsoring the CTC licensed event on their own premises or premises of others by permission, and that CTC is merely licensing its logo in order to market the authorized activity.
6. CTC will not be responsible for the condition or safety of any premises where the City of Gautier hosts CTC authorized events.
7. No activity will be allowed, ratified or encouraged by the City of Gautier which diminishes the "good will" and quality of the licensed CTC brand.
8. No activity will be undertaken on the event site or premises or otherwise allowed which is a violation of state or federal law.
9. This agreement may only be changed upon written amendment, approved by both parties.
10. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.
11. Termination of Agreement:
    a. This agreement may be terminated by either party for any reason more than 90 days prior to the event;
    b. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."
12. This agreement shall expire at midnight on the last full day of the event as scheduled.
13. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.
14. The Agreement constitutes the entire agreement of the parties.

Cruisin' The Coast, Inc.

By Sherwood R. Bailey, Jr. Executive Director	City of Gautier
3/20/25 Date	Print Name & Title
	Date

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

RESOLUTION NUMBER 186-2025

WHEREAS, PrepareHER Now Organization has requested the City waive the $100 pavilion rental fee, $100 field rental fee (all day), and the $350 basketball pavilion rental fee (8am-2pm) in order to host a community outreach initiative to be held at Bacot Park on May 3, 2025, from 8:00am until 5:00pm; and

WHEREAS, the City hereby finds that PrepareHER is a social and community program, and that any waiver will match additional funds and in-kind services received from that organization for this event; and

WHEREAS, the Recreation Department recommends that City Council waive all fees associated with this use, subject to the City receiving all required documentation; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to waive all fees associated with the use of the Bacot Park Pavilion for PrepareHER Now Organization for their community outreach initiative on May 3, 2025, from 8:00am until 5:00pm is hereby approved and authorized, contingent upon the City receiving all required documentation; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAY: **None**

_____
MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	04/09/2025
Subject:	Request to waive rental fees at Bacot Park Pavilion for PrepareHER Now for its Community Outreach Initiative updated event

REQUEST:
PrepareHer Now Organization Request City Council to waive the picnic pavilion rental fee in the amount of $100, field rental fee in the amount of $100 (all day), and basketball pavilion $350 (8am-2pm) for their Community Outreach Initiative to be held at Bacot Park on May 3, 2025 from 8:00am -5:00 p.m. and approval is subject to the City receiving all required documentation.

BACKGROUND:
PrepareHer Now is a newly established nonprofit organization dedicated to empowering young girls by providing educational programs and workshops, mentorship, and essential resources that foster confidence, safety, leadership, and personal growth as they prepare for womanhood.

As they prepare to launch their organization, they would like to have a community event at Bacot Park to introduce PrepareHER Now to the city and provide a space where girls and their families can learn about the resources they offer. This event will not only serve as a celebration for our launch but also as an opportunity to strengthen community ties and ensure their programs meet the needs of the girls they aim to support.

DISCUSSION:
The City recognizes events, such as the PrepareHer Now Outreach Initiative, as a way promote a sense of unity by providing resources that's needed in the community. PrepareHER Now will be responsible for providing security through Gautier Police Dept. for their event. No bounce houses, only interactive inflatable games, no parking on the grass, and no stakes driven in the ground without proper locates. PrepareHER Now will be responsible for any damages to City property and must provide the following for final approval:

- List of volunteers
- Register with the Dept. of Rev. if there are vendors selling anything
- Signed agreement for parking for the property directly across Ladnier Rd from Bacot Park, Living Word Ministries Church on CW Webb, and the owner of the carwash at Ladnier/ CW Webb
- Detailed volunteer plan
- Written consent from Boys and Girls Club
- Insurance Certificate listing the City of Gautier as the certificate holder

RECOMMENDATION:
The Parks & Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for PrepareHer Now Outreach Initiative with required documentation; or

2. Not approve to waive fees for PrepareHer Now Outreach Initiative with required documentation

ATTACHMENTS:

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

ORDER NUMBER 083-2025

WHEREAS, the City of Gautier has obtained ownership of the property located at 2808 Highway 90, Gautier, MS; and

WHEREAS, Glen Reeves, requests to continue to lease an office on a month-to-month basis; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Real Estate Agreement between the City of Gautier and Glen Reeves, State Farm Insurance is hereby approved, pursuant to the attached agreement.

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAY: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

REAL ESTATE LEASE

THIS REAL ESTATE LEASE AGREEMENT ("Lease") is entered into as of the _____, by and between the City of Gautier, Mississippi, whose principal address is 3330 HWY 90, Gautier, MS 39564, hereinafter referred to as "Landlord," and Glen Reeves State Farm Insurance, whose principal address is 2808 HWY 90, Gautier, Mississippi 39553, hereinafter referred to as "Tenant." The purpose of this Lease is to set forth the terms and conditions under which the Landlord leases to the Tenant certain premises located at 2808 HWY 90, Gautier, Mississippi 39553 (hereinafter "the Property"), for use exclusively as office space.

I. LEASE TERM

This Lease shall commence on the date of execution by both parties and shall continue on a month-to-month basis until terminated by either party. Termination of this Lease requires thirty (30) days written notice prior to the intended termination date by either the Landlord or the Tenant.

II. LEASED PREMISES

The leased premises include approximately 750 square feet of office space located at 2808 HWY 90 currently occupied by Tenant for use as a State Farm agency.

III. RENT

The Tenant shall pay to the Landlord, City of Gautier, Mississippi, rent for the premises at an amount of $850.00 each month, which the parties agree is good and valuable consideration. Additionally, Tenant has occupied the Property for five (5) months (December 2024, January 2025, February, 2025, March 2025, and April 2025), for which Tenant has not paid rent. As such, in order to comply with state law, Tenant hereby agrees to make an immediate payment of $4,250.00 to Landlord, for those five months. Regular payments shall be due on the first day of each month during the term of this lease. If rent is not paid within five (5) days of the due date, a late fee of 5% of the monthly rent amount shall be applied.

IV. USE OF PREMISES

The Property leased under this agreement shall be used by the Tenant exclusively for office purposes. No part of the premises shall be used at any time during the term of this lease for the purpose of carrying on any other activity without the prior written consent of the City of Gautier, Mississippi. The Tenant shall not use, or permit the use of, the premises in a manner that is unlawful, creates damage, causes nuisance, or infringes on the rights of any neighbors.

V. MAINTENANCE, REPAIRS, AND ALTERATIONS

The Tenant shall, at its own expense, keep and maintain the Premises in a good, clean, and sanitary condition at all times. This includes, but is not limited to, all necessary repairs, except for those which are the statutory responsibility of the Landlord. The Tenant shall not make any repairs, alterations, additions, or improvements to the Premises without the prior written consent of the Landlord. Any alterations, additions, or improvements made by the Tenant with the Landlord's consent shall become the property of the Landlord upon termination or expiration of this Lease, unless otherwise agreed in writing. There shall be no reduction in rent for the cost of any repairs, alterations, additions, or improvements approved by Landlord and undertaken by Tenant.

All requests for alterations, additions, or improvements by the Tenant must be submitted to the Landlord in writing, approval of which is in the full discretion of the Landlord. Upon termination of the Lease, the Tenant shall surrender the Premises to the Landlord in the same condition as received, ordinary wear and tear and damage by fire, act of God, or other force majeure events excepted.

VI. INSURANCE REQUIREMENTS

The Tenant shall, at its own expense, obtain and maintain in force throughout the term of this Lease, comprehensive general liability insurance with a minimum limit of liability of $1,000,000.00 per occurrence for bodily injury and property damage. Such insurance policy shall name the Landlord, City of Gautier, Mississippi, as an additional insured on a primary and non-contributory basis relative to any insurance or self-insurance maintained by the Landlord.

The Tenant shall provide the Landlord with a certificate of insurance evidencing the required coverage prior to the commencement of the Lease term and upon renewal of such insurance. The certificate of insurance must indicate that the Landlord will be given at least thirty (30) days' prior written notice of any cancellation, non-renewal, or material change in the policy.

Failure by the Tenant to maintain the required insurance coverage shall constitute a material breach of this Lease, entitling the Landlord to exercise all rights and remedies available under the law or in equity, including, but not limited to, termination of the Lease.

VII. TERMINATION

This Lease may be terminated by the Landlord, City of Gautier, Mississippi, upon thirty (30) day written notice to the Tenant. The notice must be delivered in accordance with the notice provisions set forth in this Lease. In the event the premises are destroyed by fire, natural causes, or other event, the lease will immediately terminate.

VIII. DEFAULT AND REMEDIES

In the event of a default by Tenant, which shall include, but not be limited to, failure to pay rent when due, failure to comply with any term, provision, or covenant of this Lease, or failure to maintain the leased premises in a condition acceptable to Landlord, Tenant shall have a grace period of ten (10) days after written notice from Landlord to cure any such default. If Tenant fails to cure the default within this grace period, Landlord shall have the right, but not the obligation, to take any one or more of the following actions:

A. Terminate this Lease and repossess the leased premises, without prejudice to any other remedy which might be available to Landlord for Tenant's breach of Lease;
B. Enter upon the leased premises and attempt to remedy the default at Tenant's expense, which shall be payable as additional rent; and
C. Reduce or suspend services provided to Tenant.

IX. SUBLETTING AND ASSIGNMENT

Notwithstanding any other provision of this Lease, Tenant shall not sublet any portion of the Premises or assign this Lease in whole or in part without the prior written consent of Landlord, which may be withheld for any reason whatsoever in the discretion of the Landlord. Any attempt to sublet or assign without such consent shall be void and shall constitute a material breach of this Lease.

Should Landlord consent to any subletting or assignment, Tenant shall ensure that any sublessee or assignee agrees in writing to be bound by the terms of this Lease. Tenant shall provide Landlord with a copy of any such agreement within ten (10) days of its execution.

In the event of any permitted subletting or assignment, Tenant shall remain fully responsible and liable for the payment of rent and for compliance with all of the obligations of Tenant under this Lease. No subletting or assignment shall release Tenant from any of its obligations under this Lease.

X. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to its conflict of laws principles. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Mississippi for any disputes arising out of or related to this Lease.

XI. DISPUTE RESOLUTION

In the event of any dispute arising out of or in connection with this Real Estate Lease, including any question regarding its existence, validity, or termination, the parties, namely the City of Gautier, Mississippi ("Landlord") and Glen Reeves State Farm Insurance ("Tenant"), agree to

first attempt to resolve the dispute through mediation. If the dispute cannot be resolved through mediation, the parties agree to submit the dispute to the jurisdiction of the courts of Mississippi.

XII. MODIFICATION OF AGREEMENT

This Agreement may be modified or amended only by a written instrument executed by both the Landlord and the Tenant. No oral agreements, representations, or modifications concerning this Lease shall be of any force or effect. Any changes, modifications, or amendments to this Lease must be made in writing and signed by both parties to be valid and binding.

XIII. NOTICES

All notices, requests, demands, and other communications required or permitted under this Lease shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by a nationally recognized overnight courier service, and addressed to the parties at the following addresses:

For the Landlord:
City Manager
City of Gautier, Mississippi,
3330 HWY 90, Gautier, MS 39553

For the Tenant:
Glen Reeves
2808 HWY 90, Gautier, MS 39553

Either party may change its address for notice by giving written notice of such change to the other party in the manner provided in this section. All notices shall be effective upon receipt, provided that if a notice is refused or returned undeliverable, it shall be deemed to have been delivered on the date of such refusal or return.

XIV. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the Landlord and the Tenant and supersedes all prior understandings, agreements, or representations by or between the Landlord and the Tenant, written or oral, to the extent they relate in any way to the subject matter hereof. No modification, amendment, or alteration of the terms of this Lease shall be effective unless made in writing and signed by both the Landlord and the Tenant. This Lease may not be modified or amended by any oral agreements or by any course of dealing or performance.

XV. MISCELLANEOUS

- **Right of Reentry:** The Landlord retains the right to reenter the premises at any reasonable time for the purposes of inspection, repair, or maintenance, and in the event of the Tenant's breach of any lease terms, to repossess the premises.
- **Insurance:** The Tenant is required to maintain insurance coverage at a level specified by the Landlord, which may exceed standard requirements. Proof of insurance must be provided to the Landlord upon request.
- **Indemnification:** The Tenant agrees to indemnify and hold the Landlord harmless from any claims, damages, or expenses arising from the Tenant's use of the premises, except for those resulting from the Landlord's negligence or willful misconduct.
- **Lease Termination:** The Landlord reserves the right to terminate the lease under certain conditions, such as the Tenant's failure to comply with lease terms, with notice as specified in the lease agreement.

WITNESS THE EXECUTION of this instrument on the date first hereinabove recited for the effective date of _____, 2025.

GLEN REEVES STATE FARM INSURANCE

BY: _____
GLEN REEVES, Owner

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
PAULA YANCEY, City Manager

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Glen Reeves, who acknowledged to me that, as duly authorized representative of Tenant, signed sealed, delivered, and executed the above and foregoing instrument on the date therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, A.D., 2025.

_____

NOTARY PULBIC

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named PAULA YANCEY, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of the City of Gautier, after first having been duly authorized by said municipality, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, A.D., 2025.

_____

NOTARY PULBIC

My Commission Expires: _____

Councilman Jackson made the motion to adjourn until May 6, 2025 at 6:30pm. Councilman Gollott seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 6, 2025.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**May 6, 2025**
Title:	**Approval of the Agreement between the City of Gautier and Jackson County Election Commission for the municipal general election**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of the Agreement between the City of Gautier and Jackson County Election Commission for the municipal general election.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

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

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, the City of Gautier abolished its Municipal Election Commission by Ordinance on September 1, 2020; and

WHEREAS, following abolition of the Municipal Election Commission, the City entered into an Agreement for Services with Jackson County, Mississippi to have the Jackson County Election Commission conduct the municipal election and other functions performed by municipal election commissioners; and

WHEREAS, the City desires to enter into a Contract with the Jackson County Election Commission to conduct the municipal general election as well as other duties authorized by statue; and

WHEREAS, the total cost of the Commission's service is $6,800.00, plus expenses; and

IT IS HEREBY ORDERED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Contract between the City of Gautier and the Jackson County Election Commission is approved in an amount not to exceed $6,800.00, plus expenses.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 6, 2025.

JACKSON COUNTY ELECTION COMMISSION

4111 Amonett Street
Pascagoula, Mississippi 39567

Danny Glaskox, Chairman
Commissioner, District 1
(228) 769-3362
Danny_Glaskox@co.jackson.ms.us

Katrina Viverette
Commissioner, District 2
(228) 769-3006

Debbie Hodges
Commissioner, District 3
(228) 769-3008

Tommy Clifford
Commissioner, District 4
(228) 471-1355

Tamara Vidrine
Commissioner, District 5
(228) 769-3007

TO: CITY OF **GAUTIER** DATE: **4/21/2025**

SUB: CITY MUNICIPAL ELECTION CONTRACT

Danny Glaskox, Katrina Viverette, Debbie Hodges, Tommy Clifford and Tamara Vidrine of the Jackson County Election Commission agree to conduct GAUTIER's Municipal GENERAL Election to be held on JUNE 3, 2025. All Commissioners will be available for technical assistance the entire day of the election. We will upload the City's election results at the end of the day into the Commission's ElectionWare system and give the city an "Unofficial" count on the night of the election. The city will receive an update of the final count with absentee and affidavit ballots counted after the election and at that time we will give you an "Official" results afterwards. The total cost to the City of GAUTIER will not exceed **$6800.00** for the Commission's services.

ALL DS200 scanner machines & Express Vote handicapped voting machines will be tested by the Commission with the City representative present to observe, if requested. The Commission will deliver and pick-up ALL voting equipment with the assistance of two (2) City workers and a city vehicle. The associated cost of paying an adequate number of poll managers, receiving and returning managers, resolution board members (if needed) and any other cost associated with the election is the responsibility of the City of GAUTIER. The City Clerk may print their own poll books and address libraries for this election or may contract with the Circuit Clerk's office at a cost determined by the number of pages required**. Adding voter history in SEMS will be at a cost determined by Circuit Clerk Randy Carney's office.**

We, the Commissioners, agree to perform all the duties of municipal election commissioners pursuant to the Mississippi Elections Code, including, but not limited to:

Build the election in the SEMS (Statewide Elections Management System) database.

- Provide Logic and Accuracy testing on all voting machines used.
- Set-up ALL voting machines the day prior to the election date.
- Break down the machines the day after the election.
- Provide technical assistance for the operation of the voting machines during the day of the election.
- Provide "Unofficial" voting accumulation at the end of the election at our office facility located at 4111 Amonett St. in Pascagoula.
- Hire poll managers; provided, however, that the city will pay the cost of said poll managers.
- Hire "Resolution" board members, provided, however, that the city will pay the cost of said Resolution board members.

JACKSON COUNTY ELECTION COMMISSION

4111 Amonett Street
Pascagoula, Mississippi 39567

Danny Glaskox, Chairman
Commissioner, District 1
(228) 769-3362
Danny_Glaskox@co.jackson.ms.us

Katrina Viverette
Commissioner, District 2
(228) 769-3006

Tommy Clifford
Commissioner, District 4
(228) 471-1355

Debbie Hodges
Commissioner, District 3
(228) 769-3008

Tamara Vidrine
Commissioner, District 5
(228) 769-3007

The city agrees to:

- Contract with Elections Systems & Software (ES&S) to build the city's database for the election @ a cost determined by ES&S.
- Purchase Absentee and Election Day ballots @ a cost determined by the vendor Absolute Print or ES&S
- Purchase ExpressVote paper (Handicapped Machine, at least a pack of 250 OR MORE) @ a cost determined by the vendor from Absolute Print or ES&S
- Provide a safe and secure facility for ALL voting equipment prior to, during, and after the election.
- Provide two City workers & City-owned vehicle to transport and help unload the voting equipment to each ward prior to Election Day (if needed).
- Provide two City workers & City-owned vehicle to transport and help load ALL voting equipment & return back to our office after the election.
- Pay mileage reimbursement for any travel in private vehicles at the rate of $.67 per mile for each commissioner.
- Provide a city representative to pick up memory packs prior to the election and to return the memory packs to our office at 4111 Amonett for tally of the "UNOFFICIAL" results after the election.
- Print its own poll books from the SEMS program OR contract with the CC's office to do so at a cost determined by his office.
- Print its own address libraries from the SEMS program OR contract with the CC's office to do so at a cost determined by his office.
- Print or provide its own voting supplies (regular receipt, affidavit with I.D. & affidavit without I.D. receipt books, affidavit ballot envelopes, black & red ink pens, any other items necessary for the election)
- Pay the cost of "training" an adequate number of poll managers **(if necessary)** at a cost of $250.00 for EACH class of no more than 20 people.
- Pay the cost of hiring an adequate number of poll managers for each ward.
- Pay the cost to of hiring an adequate number of "resolution" board members to process absentee ballots after the election. (# of members is determined by number of absentee ballots to process)
- Pay the cost of posting voter history to the SEMS program (cost to be determined by voter turn-out).

- **To the extent authorized and permitted by Mississippi law, the city further agrees to be liable for any damage to the commission's voting machines caused solely by the city.**

Danny Glaskox _____Chairman, Jackson County Election Commission

Teresa Montgomery _____Gautier City Clerk

Date:

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**May 6, 2025**
Title:	**Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Fiscal Year 2024 Financial Disclosure Statement**
Introduced by:	
Contact Person/Telephone	**Teresa L Montgomery 497-8000**

Summary Explanation: Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement for Fiscal Year 2024, pursuant to Securities and Exchange Commission Rule 15c2-12.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Voted as follows:		**AYES**	**NAYS**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Colledge**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Gollott**	☐	☐	☐	☐
Ward 4	**Anderson**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

WHEREAS, the total cost of the preparation and submission is not expected to exceed $3,000.00;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the retention of Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement for FY 2024, pursuant to Securities and Exchange Commission Rule 15c2-12, is hereby approved.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 6, 2025.

BUTLER | SNOW

April 29, 2025

VIA E-MAIL AT TMONTGOMERY@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Teresa Montgomery, City Clerk
3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi Fiscal Year 2024 Continuing Disclosure

Dear Ms. Montgomery:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Gautier, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2024.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the **Annual Filing for fiscal year 2024 to be filed on or before September 30, 2025.**

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

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 further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent 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.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

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, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing 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 issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be $3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

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.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP

Elizabeth Lambert Clark

By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(Via email: jdanos@bordisdanos.com)
Paula Yancey, City Manager (Via email: pyancey@gautier-ms.gov)

EXHIBIT A

Event Notice

The City certifies that none of the events have occurred with respect to the Bonds during fiscal year 2024:

1. Principal and interest payment delinquencies
2. Non-Payment related defaults, if material
3. Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. Modifications to rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution, or sale of property, if any, securing repayment of the securities
11. Rating changes
12. Bankruptcy, insolvency, receivership or other similar event[1]
13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a financial obligation[2] of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation[2] of the obligated person, any of which reflect financial difficulties.

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated:_____

[1] For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

[2] For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**May 6, 2025**
Title:	**Authorization to Acknowledge Bids and Award Contract for the Belk Canopy Demolition Project to Vice Brothers Unlimited**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000**

Summary Explanation: Authorization to acknowledge the receipt of five (5) qualified bids for the Belk Canopy Demolition Project and award the contract to Vice Brothers Unlimited for the bid in an amount not to exceed $186,275.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

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

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, the City of Gautier has requested bids for the Belk Canopy Demolition Project; and

WHEREAS, on or before April 22, 2025, five bids were received by the City, which are hereby acknowledged; and

WHEREAS, Seymour Engineering performed a complete review of the bids and recommends awarding the contract to Vice Brothers Unlimited in an amount not to exceed $186,275.00; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Vice Brothers Unlimited, in an amount not to exceed $186,275.00; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the written recommendation of Seymour Engineering, and the bases outlined therein, that Vice Brothers Unlimited has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that all qualified bids are hereby acknowledged.

IT IS FURTHER ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Vice Brothers Unlimited for the Belk Canopy Demolition Project is hereby authorized and approved.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 6, 2025.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kim Saucier, Grants and Projects Director

Date: April 29, 2025

Subject: Authorization to Acknowledge Bids and Award Contract for Belk Canopy Demolition Project.

REQUEST:
The Grants and Projects Department requests that City Council acknowledge receipt of five (5) qualified bids for the Belk Canopy Demolition Project and award the contract to the lowest and best bid to Vice Brothers Unlimited in an amount not to exceed $186,275.00.

BACKGROUND:
The old Singing River Mall property was purchased back in 2021 by the City of Gautier excluding the Belk Building and parking area. Upon the purchase of the old mall site, and in conjunction with the development of the Town Center, the city plans to establish a centralized, downtown area for retail growth and other development.

The city intends to demolish the existing canopy and remove the concrete slab. In addition, structural modifications will also be constructed adjacent to the Belk building.

DISCUSSION:
Five (5) qualified bids for this project were received and opened on April 22, 2025, Seymour Engineering performed a complete review of the bids and recommends awarding the contract to the lowest and best bid to Vice Brothers Unlimited.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council acknowledge receipt of five (5) qualified bids for the Belk Canopy Demolition Project and award the contract to Vice Brothers Unlimited in an amount not to exceed $186,275.00

The City Council may:
1. Accept bids and authorize the award and execution of the contract, as presented; or
2. Reject all bids and modify the scope of the project; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Recommendation Letter and Certified Bid Tabulation

MEMORANDUM

DATE: April 29, 2025

TO: Paula Yancey, City Manager
City of Gautier

FROM: Mark Seymour, P.E., President
Seymour Engineering, PLLC

SUBJECT: Acceptance Recommendation of Lowest and Best Bid
Belk Canopy Demo Project

Please be advised that bids for this project were accepted on April 22, 2025 at Gautier City Hall. Seymour Engineering has reviewed all bids received and recommends accepting the lowest and best bid from Vice Brothers Unlimited for the Base Bid in the amount of $186,275.00.

Seymour Engineering has done extensive research on the recommended Contractor and proposed subcontractors and have found them to be adequately qualified and capable of completing the work within the scope of this project.

Mark Seymour, P.E., President
Seymour Engineering, PLLC

Attachments/
Certified Bid Tabulation

SEYMOUR ENGINEERING
Engineering, Environmental and Professional Land Surveying

BELK CANOPY DEMO
City of Gautier, Mississippi

BID OPENING

Bid Date: April 22, 2025, 10:00 a.m.

Bid Place: Gautier City Hall
3330 US-90, Gautier, MS 39553

CONTRACTOR NAME	CERT. OF RESPONSIBILITY	BASE BID
DAVID RUSH CONSTRUCTION	14565-MC	$228,000.00
BROTHERHOOD SERVICE COMPANY, LLC	24194-MC	$325,800.00
JACK FERRILL'S HEAVY EQUPIMENT	19884-MC	$199,085.00
VICE BROTHERS UNLIMITED	19290-MC	$186,275.00
APPLE CONSTRUCTION COMPANY	09785-MC	$348,255.00

CERTIFIED BY: _____

MATTHEW KIRKLAND, P.E.
SEYMOUR ENGINEERING

MATTHEW K. KIRKLAND
LICENSED PROFESSIONAL
ENGINEER
30578
4-24-25
STATE OF MISSISSIPPI

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**May 6, 2025**
Title:	**Authorization to waive Pavilion rental fee at Bacot Park for College Park Elementary**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-2244**

Summary Explanation: Authorization to waive Pavilion rental fee at Bacot Park Pavilion for College Park Elementary on May 28, 2025, from 12:00pm – 4:00pm.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Voted as follows:		**AYES**	**NAYS**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Colledge**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Gollott**	☐	☐	☐	☐
Ward 4	**Anderson**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

RESOLUTION NUMBER 000-2025

WHEREAS, College Park Elementary has requested the City waive the $40 pavilion rental fee, in order to host a field trip for students who have achieved academic growth to be held at Bacot Park on May 28, 2025, from 12:00pm until 4:00pm; and

WHEREAS, the Recreation Department recommends that City Council waive all fees associated with this use; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to waive all fees associated with the use of the Bacot Park Pavilion for College Park Elementary to host a field trip on May 28, 2025, from 12:00pm until 4:00pm is hereby approved and authorized; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 6, 2025.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chassity Bilbo, Recreation Director

Date: April 30, 2025

Subject: Approval to waive the rental fee in the amount of ($40.00) for the use of Pavilion at Bacot Park for College Park Elementary

REQUEST:
The Recreation Department has received a request from College Park Elementary to waive the rental fee in the amount of ($40.00) for the use of Bacot Park Pavilion for field trip to be held on May 28, 2025 from 12pm-4pm

BACKGROUND:
College Park Elementary is planning a student reward field trip for students who have achieved academic growth for the school year and is in need of a location to host this event.

DICUSSION:
To make this field trip a success, College Park Elementary is in need of a location to host this worthwhile event. College Park Elementary is in the Pascagoula-Gautier District (PGSD) that has campuses that serve the cities of Gautier and Pascagoula, MS.

RECOMMENDATION:
The Recreation Department recommends that City Council waive the rental fee in the amount of ($40.00) for the Bacot Park Pavilion rental for College Park Elementary students field trip.

The City Council may:

1. Approve to waive the rental fee in the amount of ($40.00) for the Bacot Park Pavilion for College Park Elementary field trip.; or
2. Not approve to waive the rental fee in the amount of ($40.00) for the Bacot Park Pavilion for College Park Elementary field trip.

ATTACHMENT(S):
Letter of Request College Park Elementary

COLLEGE PARK ELEMENTARY SCHOOL
2617 Ladnier Road | Gautier, Mississippi 39553
Office: 228.522.8829 | Fax: 228.522.8830

April 16, 2025

Please waive pavilion fee at Bacot Park on May 28, 2025 12:30pm-2:30pm for College Park Elementary.

Thanks,

James E. Cooper

James Cooper,
CPE Principal

CITY OF GAUTIER

Consent Agenda Item #6
Fact Sheet

Council Meeting:	**May 6, 2025**
Title:	**Authorization to enter into an agreement with Federal Railroad Administration for the Dolphin Drive CSX Grade Separation Project**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000 Ext. 315**

Summary Explanation: Authorization to enter into an agreement with Federal Railroad Administration for the development of the Dolphin Drive CSX Grade Separation Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

Voted as follows:		**AYES**	**NAYS**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Colledge**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Gollott**	☐	☐	☐	☐
Ward 4	**Anderson**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, the Grants and Projects Department requests City Council authorization to enter into an agreement with Federal Railroad Administration for the development of the Dolphin Drive CSX Grade Separation Project; and

WHEREAS, the City was notified of the grant agreement award on January 13, 2025; and

WHEREAS, per the agreement, FRA will contribute a maximum of 80% of the total project cost, not to exceed the agreement Federal Funds of $1,200,000 (80%), and the City will contribute $300,000 (20%); and

WHREAS, the work performed under this portion of the project will complete project development, including preliminary engineering and environmental review, for a grade separation at the crossing of Dolphin Drive and the CSX; and

WHEREAS, the fully completed project will remove an existing at-grade crossing and replace it with a grade separated crossing over the CSX; and

WHEREAS, the Mayor and Council hereby find that entering into an agreement with the Federal Railroad Administration for the development of the Dolphin Drive CSX Grade Separation Project is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement with Federal Railroad Administration for the development of the Dolphin Drive CSX Grade Separation Project is hereby approved and authorized.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 6, 2025.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants and Projects Director

Date: April 23, 2025

Subject: Federal Railroad Administration (FRA) Grant Agreement – Dolphin Drive CSX Grade Separation Project

---

REQUEST:
The Grants and Projects Department requests City Council authorization to enter into an agreement with the Federal Railroad Administration (FRA) for the development of the Dolphin Drive CSX Grade Separation Project.

BACKGROUND:
The grant funds were made available through the legislative authority Section 22305 of the Bipartisan Infrastructure Law. 49 U.S.C. § 22909. Funding made available by the FY 2023 and 2024 advance appropriations provided in Title VIII of Division J of the Bipartisan Infrastructure Law and by remaining unawarded FY 2022 RCE Program balances

The Project will remove an existing at-grade crossing and replace it with a grade separated crossing over the CSX. CSX currently operates along an east-west mainline that roughly bisects the city of Gautier. Due to frequent blockages caused by passing and stationary trains along the tracks, motorists, including law enforcement and emergency responders, often experience congestion and delays at the crossings.

DISCUSSION:
The City was notified on January 13, 2025, of the grant agreement award. The Dolphin Drive/CSX Grade Separation Project will complete project development, including preliminary engineering and environmental review, for a grade separation at the crossing of Dolphin Drive and the CSX in Gautier, Mississippi.

This award is an 80/20 with the federal award agreement of $1,500,000. The FRA will contribute a maximum of 80 percent of the total project cost, not to exceed the agreement Federal Funds of $1,200,000 (80%), and the City will contribute $300,000 (20%).

RECOMMENDATION:
The Grants and Projects Department recommends that City Council enter into an agreement with the Federal Railroad Administration (FRA) for the development of the Dolphin Drive CSX Grade Separation Project.

The City Council may:

1. Approve entering into a grant agreement with the Federal Railroad Administration (FRA) as presented; or
2. Not approve entering into a grant agreement with the Federal Railroad Administration (FRA)

ATTACHMENT(S):

1. Grant Agreement

Attachment 1

GENERAL TERMS AND CONDITIONS

Revision Date: April 16, 2025

General Terms and Conditions
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ATTACHMENT 1

This Grant Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Recipient identified in Attachment 2: Project-Specific Terms and Conditions. This Agreement, including the Agreement cover sheet, this Attachment 1, Attachment 2, and Exhibits A–C, constitutes the entire Agreement between FRA and the Recipient regarding the Project as defined in Attachment 2. All prior discussions and understandings concerning the scope and subject matter of this agreement are superseded by this Agreement.

This Agreement is governed by and subject to 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the U.S. Department of Transportation (USDOT) implementing regulations at 2 C.F.R. part 1201.

ARTICLE 1: TERMS AND CONDITIONS

1.1 General Terms and Conditions

This Attachment 1: General Terms and Conditions, is part of the Agreement between FRA and the Recipient. This Attachment 1 contains the standard terms and conditions governing the administration of this Agreement and the execution of the Project. The General Terms and Conditions incorporate by reference the information contained in Attachment 2 and the Exhibits to this Agreement.

1.2 Project-Specific Terms and Conditions

Attachment 2: Project-Specific Terms and Conditions, is part of the Agreement between FRA and the Recipient. Attachment 2 contains Project-Specific Terms and Conditions, which may include special terms and conditions.

1.3 Program-Specific Clauses

Article 26 of this Attachment 1 contains the applicable program-specific clauses. The Recipient will comply with the program-specific clauses below that are associated with the grant program identified in Attachment 2 of this Agreement. In the event that the Recipient's grant is not authorized under a program listed below, Article 26 does not apply.

(a) For Projects funded under the Interstate Rail Compacts program (49 U.S.C. § 22910), the Recipient will comply with the program-specific clauses in Article 26.1.

(b) For Projects funded under the Railroad Crossing Elimination program (49 U.S.C. § 22909), the Recipient will comply with the program-specific clauses in Article 26.2.

(c) For Projects funded under the Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907), the Recipient will comply with the program-specific clauses in Article 26.3.

(d) For Projects funded under the Restoration and Enhancement program (49 U.S.C. § 22908), the Recipient will comply with the program-specific clauses in Article 26.4.

(e) For Projects funded under the Federal-State Partnership for Intercity Passenger Rail program (49 U.S.C. § 24911) and Federal-State Partnership for State of Good Repair (as authorized in Sections 11103 and 11302 of the Passenger Rail Reform and Investment Act of 2015 (Title XI of the Fixing America's Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015))), the Recipient will comply with the program-specific clauses in Article 26.5.

1.4 Exhibits

Exhibits A–C are part of the Agreement between FRA and the Recipient. The Recipient will comply with Exhibits A–C.

ARTICLE 2: FRA ROLE AND RESPONSIBILITIES

2.1 FRA Role

(a) FRA is responsible for funding disbursements to the Recipient under this Agreement. FRA will also conduct oversight and monitoring activities to assess Recipient progress against established performance goals and to assess compliance with terms and conditions, including the Statement of Work and other requirements of this Agreement.

(b) If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Recipient in Project activities.

(c) If this award is made as a Grant, FRA will not have substantial programmatic involvement.

2.2 FRA Professional Staff

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. FRA professional staff may include the following:

(a) Financial Analyst. The Financial Analyst will serve as the Recipient's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring.

(b) Grant Manager. The Grant Manager will serve as the Recipient's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Project Manager to facilitate effective Project delivery.

(c) Project Manager. The Project Manager will serve as the Recipient's point of contact for the technical aspects of Project delivery. The Project Manager coordinates Project deliverable review, provides technical assistance to the Recipient, and generally assesses Project progress and performance.

ARTICLE 3: RECIPIENT ROLE

3.1 Representations and Acknowledgments on the Project

(a) The Recipient represents that:

(1) all material statements of fact in the Application were accurate when the Application was submitted and now; and

(2) the Recipient read and understands the terms and conditions in Attachment 1 and Attachment 2 of this Agreement, the applicable program-specific clauses in Article 26 of this Attachment 1, and the information and conditions in the Exhibits.

(b) The Recipient acknowledges that:

(1) the terms and conditions impose obligations on the Recipient and that the Recipient's non-compliance with the terms and conditions may result in remedial action, including terminating the Agreement, disallowing costs incurred for the Project, requiring the Recipient to refund Federal contributions to FRA, and reporting the non-compliance in the Federal-government-wide integrity and performance system. Recipient acknowledges that the terms and conditions impose such obligations on the Recipient whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

(2) The Recipient acknowledges that the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

(c) By entering into this Agreement with FRA, the Recipient agrees to comply with the terms and conditions in Attachment 1 and Attachment 2, including applicable program-specific clauses in Article 26 of this Attachment 1, Exhibits A–C, and all applicable Federal laws and regulations, including those identified in this Agreement. The Recipient will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subawards and contracts under this Agreement, as appropriate. The Recipient understands that the terms and conditions of this Agreement apply regardless of whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

3.2 Representations on Authority and Capacity

The Recipient represents that:

(a) it has the legal authority to receive Federal financial assistance under this Agreement;

(b) it has the legal authority to complete the Project;

(c) all representations and warranties made in the Federal System for Awards Management (SAM.gov) and in the Application are true and correct;

(d) it has the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and complete the Project;

(e) the Non-Federal Funds listed in Article 6 of Attachment 2 of this Agreement are committed to fund the Project;

(f) it has sufficient funds available to ensure that equipment and infrastructure funded under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law;

(g) it has sufficient funds available to ensure that operations funded under this agreement are conducted in compliance with this Agreement and applicable Federal law; and

(h) the individual executing this agreement on behalf of the Recipient has the legal authority to enter this Agreement and make the statements and certifications in this Agreement on behalf of the Recipient.

3.3 FRA Reliance

The Recipient acknowledges that:

(a) FRA relied on statements of fact in the Application and SAM.gov to select the Project to receive this award;

(b) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient and the Project are eligible to receive financial assistance under this Agreement;

(c) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient has the legal authority to implement the Project; and

(d) FRA relied on statements of fact in both the Application and this Agreement to establish the terms of this Agreement; and

(e) FRA's selection of the Project to receive this award may have prevented awards to other eligible applicants.

3.4 Project Delivery

(a) The Recipient will implement and complete the Project to FRA's satisfaction under the terms of this Agreement.

(b) The Recipient will ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project

(a) The Recipient will not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of FRA.

(b) The Recipient will act promptly, in a manner acceptable to FRA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

3.6 Notification of Changes to Key Personnel

The Recipient will notify the FRA Grant Manager in writing within 30 days of any change in key personnel who are identified in the Application, which may require an amendment to this Agreement.

ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount

Under this Agreement, FRA awards a Grant to the Recipient in the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.2 Federal Obligations

This Agreement obligates for the budget period the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.3 Maximum Funding Amount

This Agreement funds the Project at the lesser amount of the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement, or the FRA maximum contribution percentage of the total Project cost identified in Article 6.5 of Attachment 2 of this Agreement.

4.4 Budget Period

The budget period for this award begins on the date of this Agreement and ends on the end date that is listed in Section 5 on the Agreement cover sheet. In this Agreement, "budget period" is used as defined at 2 C.F.R. § 200.1.

4.5 Period of Performance

The Period of Performance for this award is listed in Section 4 on the Agreement cover sheet. In this Agreement, "Period of Performance" is used as defined at 2 C.F.R. § 200.1.

ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement

The Recipient will notify the FRA Grant Manager and Project Manager by electronic correspondence within 30 days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project, including change in authority. In that notification, the Recipient will describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 5.1 is separate from any requirements under this Article 5 that the Recipient request an amendment to this Agreement.

5.2 Scope and Statement of Work Changes

If the Project's activities differ from the activities described in Article 4 of Attachment 2 of this Agreement, then the Recipient will notify FRA in writing of the change, which may require an amendment to this Agreement.

5.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient will request an amendment to this Agreement to update the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement:

(a) a completion date for the Project or a component of the Project is listed in the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed;

(b) a schedule change would require the budget period to continue after the end of the budget period defined in Section 4.4; or

(c) a schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in Section 4.5. The Recipient must submit requests to extend the Period of Performance not later than 90 days before the end of the Period of Performance.

For other schedule changes, the Recipient will notify the Grant Manager in writing.

5.4 Budget Changes

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project;

(2) any additional funds the Recipient contributes to complete the Project are subject to the requirements of this Agreement in the same manner as the Non-Federal Funds identified in Article 6.5 of Attachment 2 of this Agreement; and

(3) FRA will not increase the amount of this award to address any funding shortfall.

(b) The Recipient will notify FRA in writing if the total Project cost, as described in Table 6-A of Attachment 2 of this Agreement, amount increases, which may result in an amendment to this Agreement.

(c) The Recipient will notify FRA in writing if the Non-Federal Funds amount decreases, which may result in an amendment to this Agreement.

(d) For all other budget changes, the Recipient will follow the applicable procedures and document the changes in writing.

5.5 Project Cost Savings

(a) If there are Project Cost Savings, then the Recipient may notify FRA in writing of its intent to include in the Project and complete with the Project Cost Savings the additional activities within the scope of this award that are specified in the Additional Task(s) in Article 4 of Attachment 2 of this Agreement. The Recipient will complete the Additional Task(s) after FRA provides a written approval. An amendment to this Agreement is not required to proceed with the Additional Task(s).

(b) If there are Project Cost Savings, and there are not Additional Task(s) identified in Article 4 of Attachment 2 of this Agreement, then the Recipient may propose a new task that is within the scope of this award and request an amendment to add the new task to this Agreement and complete it with Project Cost Savings.

(c) In this Agreement, **"Project Cost Savings"** means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA's satisfaction, the actual Project costs are less than the estimated total Project costs. There are no Project Cost Savings prior to completion of the Project or if the actual costs to complete the Project are equal to or greater than the total Project cost listed in Section 6.5 of Attachment 2 of this Agreement.

(d) If there are Project Cost Savings and either the Recipient does not make a proposal or FRA does not accept the Recipient's proposal under (a) of this Section 5.5, then:

(1) The Recipient will provide written notice to FRA and reduce the Federal Share by the Project Cost Savings, which may result in an amendment to this Agreement; and

(2) If the reduced Federal Share reduces this award and the Recipient received reimbursed costs exceeding the appropriate amount under the reduced award, the Recipient will refund the difference between the reimbursed costs and the reduced award.

(e) In this Agreement, "Federal Share" means the sum of the Agreement Federal Funds and Other Federal Funds amounts that are identified in the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement.

(f) The Recipient acknowledges that amounts that are required to be refunded under this Section constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.6 FRA Acceptance of Changes

FRA may accept or reject changes requested under this Article 5, and in doing so may elect to consider only the interests of the grant program and FRA. The Recipient acknowledges that any request under this Article 5 does not amend, modify, or supplement this Agreement unless FRA

accepts the request and the parties amend this Agreement under Section 15.1 of this Attachment 1.

ARTICLE 6: GENERAL REPORTING TERMS

6.1 Alternative Reporting Methods

FRA may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient will use the processes required by FRA.

6.2 Paperwork Reduction Act Notice

Under 5 C.F.R. § 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (OMB). Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in Articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7: PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications

(a) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a complete FRA Form 34[1] Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

(1) a certification that the Recipient is in compliance with 2 C.F.R. § 200.303 (Internal Controls) and 2 C.F.R. part 200, Subpart F (Audit Requirements);

(2) the certification required under 2 C.F.R. § 200.415(a); and

(3) a certification that the Recipient is complying with any environmental mitigation commitments and Section 106 compliance obligations.

If the date of this Agreement is in the final month of a quarter, then the Recipient will submit the first Quarterly Project Progress Report and Recertification in the quarter that begins after the date of this Agreement.

(b) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a Federal Financial Report (SF-425) covering the previous quarter.

[1] FRA Form 34 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

7.2 Final Progress Reports and Financial Information

No later than 120 days after the end of the Period of Performance, the Recipient will submit:

(a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in Section 7.1(a) of this Attachment 1 for each Quarterly Project Progress Report and Recertification;

(b) a final SF-425 through GrantSolutions;

(c) a Final Performance Report FRA Form 33 as provided by FRA[2] ; and

(d) any other information required under FRA's award closeout procedures.

7.3 Real Property Reporting

The Recipient will comply with the reporting obligations in 2 C.F.R. § 200.330, as directed by FRA.

ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement

Within one year before the start of work on the Project, the Recipient will collect baseline data for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement. Within six months of the start of the Period of Performance, the Recipient will submit to FRA a Baseline Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure. The Recipient will also provide FRA access to the data collected in machine-readable format.

8.2 Post-Project Performance Measurement

For each performance measure that is listed in Article 7 of Attachment 2 of this Agreement, the Recipient will collect data and submit to FRA a Post-Project Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure, at the frequency and for the duration identified in Article 7 of Attachment 2 of this Agreement. The Recipient will also provide FRA access to the data collected in machine-readable format. If an external factor affects a performance measure, the Recipient will identify that external factor in the Post-Project Performance Measurement Report and discuss the external factor's influence on the performance measure. In the Post-Project Performance Report, the Recipient will compare the actual project performance against the pre-project (baseline) performance and expected post-project performance as described in Table 7-A of Attachment 2 of this Agreement.

[2]FRA Form 33 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

8.3 Project Outcomes Report

Where indicated in Article 7 of Attachment 2 of this Agreement, the Recipient will submit to FRA, not later than January 31st of the year that follows the final year during which data were collected, a Project Outcomes Report that contains:

(a) an analysis of the impacts of the Project, including a comparison of the baseline performance measurement data collected under Section 8.1 of this Attachment 1 with the post-project performance measurement data that the Recipient reported in the final Post-Project Performance Measurement Report required under Section 8.2 of this Attachment 1;

(b) for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement, an analysis of the accuracy of the projected outcome; and

(c) all data collected under Sections 8.1 and 8.2 of this Attachment 1;

(d) additional information as directed.

8.4 General Performance Measurement Requirements

The Recipient will ensure that all data collection for each performance measure identified in Article 7 of Attachment 2 of this Agreement is completed in a manner consistent with the description, location, and other attributes associated with that performance measure.

8.5 Outcome Measurement and Reporting Survival

The data collection and reporting requirements in Article 8 of this Attachment 1 survive the termination of this Agreement. FRA may consider the Recipient's compliance with this requirement after closeout of the grant in its evaluation of future applications for Federal financial assistance.

ARTICLE 9: NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations

(a) Notice of Proposed Determination. If FRA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, FRA will notify the Recipient of a proposed determination of noncompliance through a written notice that:

(1) explains the noncompliance;

(2) describes a proposed remedy that is consistent with Section 9.2 of this Attachment 1;

(3) describes the process and form in which the Recipient may respond to the notice that is consistent with Section 9.1(b) of this Attachment 1; and

(4) if applicable, provides the Recipient an opportunity to cure the noncompliance or take corrective action.

(b) Response to Notice of Proposed Determination. The Recipient may, not later than 7 days after receiving the notice of proposed determination of noncompliance, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the proposed remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy;

(3) acknowledge the noncompliance and agree to cure or take corrective action; or

(4) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response sufficient documentation or other information supporting the Recipient's compliance.

(c) Notice of Final Determination. After considering the Recipient's response or failure to timely respond under Section 9.1(b) of this Attachment 1, FRA will make a final determination. To make a final determination, FRA must provide a written notice to the Recipient that:

(1) states what the final determination is (e.g., noncompliance or compliance);

(2) states the basis for the final determination; and

(3) describes the remedy that FRA is imposing, if applicable, or if FRA is not imposing a remedy, describes the resolution to the proposed determination of noncompliance, including whether the Recipient has cured or corrected the noncompliance.

(d) If FRA determines the noncompliance is one that cannot be addressed while work on the Project is ongoing, in the notice of proposed determination or in the notice of final determination, FRA will direct the Recipient to stop work. The Recipient will stop work and will direct any Subrecipients or contractors to stop work immediately upon receipt of a notice to stop work from FRA.

(e) FRA may consider the public interest in making a determination of noncompliance and imposing a remedy.

9.2 Remedies

(a) If FRA makes a final determination of noncompliance under Section 9.1(c) of this Attachment 1, FRA may impose a remedy, including:

(1) additional conditions on the award;

(2) requiring the Recipient to prepare and implement a corrective action plan;

(3) directing the Recipient to stop work;

(4) any remedy permitted under 2 C.F.R. §§ 200.339–200.340, including withholding of payments ; disallowance of previously reimbursed costs, requiring refunds from the Recipient to FRA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(5) any other remedy legally available.

(b) The Recipient acknowledges that any amounts FRA requires the Recipient to refund to FRA under this Section 9.2 constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

(c) Other Remedies. The termination authority under Article 10 of this Attachment 1 supplements and does not limit FRA's remedial authority under this Article 9 or 2 C.F.R. part 200, including 2 C.F.R. §§ 200.339-200.240. FRA reserves the right to seek any appropriate remedy or otherwise enforce the terms and conditions of this Agreement as authorized by law.

9.3 Other Oversight Entities

Nothing in Article 9 of this Attachment 1 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION

10.1 Suspension of Award Activities

(a) If FRA determines that the remedy for noncompliance imposed under Article 9 of this Agreement does not achieve the desired result or is unlikely to improve compliance or performance, FRA may suspend activities under this Agreement pending corrective action by the Recipient or termination.

(b) If FRA suspends activities under this Agreement, FRA will notify the Recipient in writing of the following, which may be included in the determinations of non-compliance under Section 9.1 of this Attachment 1:

(1) what project activities, if any, will take place during the period of suspension;

(2) what costs FRA will reimburse if the suspension is lifted and the award resumed;

(3) what corrective actions must occur during the suspension; and

(4) FRA's intent to terminate the award under this Article 10 if the Recipient does not meet the conditions of the remedial action.

(c) The duration of the temporary suspension of activities under the Agreement should be commensurate with the corrective action needed, but should not exceed 120 days at the outset. If the Recipient is not making sufficient progress in correcting the noncompliance, FRA must consider both financial and programmatic requirements in determining the appropriate extension to avoid the need for termination.

10.2 FRA Termination

(a) FRA may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:

(1) the Recipient fails to obtain or contribute the required Non-Federal Funds, or alternatives approved by FRA, as provided in this agreement and consistent with Article 6 of Attachment 2 of this Agreement;

(2) the Recipient fails to meet a milestone by six months after the completion date listed in Article 5 of Attachment 2 of this Agreement and the Recipient fails to request an amendment to this Agreement pursuant to Section 5.3 of this Attachment 1;

(3) the Recipient fails to comply with the terms and conditions of this Agreement;

(4) there are changes to the Project that FRA determines are inconsistent with FRA's basis for selecting the Project to receive the award; or

(5) FRA determines that termination of this Agreement is in the public interest.

(b) The Recipient may request that FRA terminate the Agreement, which may result in FRA determining noncompliance and imposing remedies pursuant to Article 9 of this Attachment 1.

10.3 Closeout Termination

(a) This Agreement terminates on Project Closeout.

(b) In this Agreement, "Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.4 Post-Termination Adjustments

The Recipient acknowledges that under 2 C.F.R. §§ 200.345–200.346, termination of this Agreement does not extinguish FRA's authority to disallow costs, including costs that FRA reimbursed before termination, and recover funds from the Recipient.

10.5 Non-Terminating Events

(a) The end of the budget period described under Section 4.4 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

(b) The end of the Period of Performance described under Section 4.5 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention

(a) The Recipient will monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient will monitor the activities of the Subrecipient in compliance with 2 C.F.R. §200.332(e).

(c) The Recipient will retain and provide access to records relevant to the award during the course of the Project and for three years after closeout or longer, as required under 2 C.F.R. § 200.334.

(d) The Recipient will adhere to the recording and recordkeeping requirements set forth in 2 C.F.R. §§ 200.334–200.338. Project Closeout does not alter these requirements.

11.2 Financial Records and Audits

(a) The Recipient will keep all Project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.

(b) The Recipient will keep accounts and records described under Section 11.2(a) of this Attachment 1 in accordance with a financial management system that meets the requirements of 2 C.F.R. §§ 200.302–200.307 and 2 C.F.R. part 200, subpart F and will facilitate an effective audit in accordance with 31 U.S.C. §§ 7501–7506.

(c) The Recipient will separately identify expenditures under the award in financial records required for audits under 31 U.S.C. §§ 7501–7506. Specifically, the Recipient will:

(1) list expenditures separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including the fiscal year in the format "FY 202X" in the program name; and

(2) list expenditures on a separate row under Part II, Item 1 (Federal Awards Expended During Fiscal Period) of Form SF-SAC, including "FY 202X" in Column C (Additional Award Identification).

(d) If the Recipient expends $1,000,000 or more in Federal awards during the Recipient's fiscal year, a single or program audit will be conducted for that year, consistent with 2 C.F.R. §§ 200.501(a) and 200.512(c).

11.3 Internal Controls

The Recipient will establish and maintain internal controls as required under 2 C.F.R. § 200.303.

11.4 FRA Record Access

FRA may access Recipient records related to this award under 2 C.F.R. § 200.337.

11.5 Site Visits

FRA may conduct site visits to review Project activities, accomplishments, and management control systems and to provide technical assistance to the Recipient. The Recipient will provide or ensure reasonable, safe, and convenient access to FRA for any such site visit. FRA will conduct all site visits in such a manner as will not unduly delay work conducted by the Recipient, Subrecipient, or contractor.

ARTICLE 12: CONTRACTING AND SUBAWARDING

12.1 Buy America

(a) For infrastructure projects, steel, iron, manufactured goods, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) For all other projects, the Recipient's acquisition of steel, iron, and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Recipient also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

(c) Under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(d) Under 2 C.F.R. § 200.322, the Recipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders f under this award.

12.2 Small and Disadvantaged Business Requirements

The Recipient will expend all funds under this award in compliance with the requirements at 2 C.F.R. § 200.321 (Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms).

12.3 Engineering and Design Services [Reserved]

12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the Recipient and all Subrecipients from procuring or obtaining certain telecommunications and video surveillance equipment or services under this award.

12.5 Pass-Through Entity Responsibilities

(a) If the Recipient makes a subaward under this award, the Recipient will comply with the requirements for pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. §§ 200.331–200.333, regardless of whether the Recipient is also a Pass-Through Entity as defined in 2 C.F.R. § 200.1.

(b) The Recipient will report any subaward obligation of $30,000 or more in Federal funds in USASpending.gov consistent with the Federal Funding Accountability and Transparency Act, Pub. L. 109-282.

(c) The Recipient is accountable for performance under this award, the appropriate expenditure of funds, and other requirements under this Agreement. The Recipient is responsible for any non-compliance under the award and for compliance with any remedies imposed.

12.6 Local Hiring Preference for Construction Jobs

Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Recipient or Subrecipient may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. For additional information, see https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf.

12.7 Procurement

The Recipient may acquire property, goods, or services in connection with the Project. If the Recipient is a State or Indian Tribe, then it will follow the same policies and procedures it uses for procurements with non-Federal funds in compliance with 2 C.F.R. § 200.317. A Subrecipient of a State will follow the policies and procedures allowed by that State when procuring property

and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a State or Indian Tribe, or Subrecipient of a State or Indian Tribe, will comply with 2 C.F.R. §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations. The Recipient will provide technical specifications and requirements to FRA for review upon request.

ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount

Under this award, FRA will not provide funding in an amount greater than the Agreement Federal Funds. The Recipient acknowledges that FRA is not liable for payments exceeding that amount, and the Recipient will not request reimbursement of costs exceeding that amount.

13.2 Project Costs

This award is subject to the cost principles at 2 C.F.R. part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs

(a) The Recipient will not charge to this award costs that are incurred after the budget period.

(b) The Recipient will not charge to this award costs that were incurred before the date of this Agreement unless those costs are identified as approved pre-award costs in Section 6.6 of Attachment 2 of this Agreement and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. § 200.458. This agreement hereby terminates and supersedes any previous FRA approval for the Recipient to incur costs under this award for the Project. Section 6.6 of Attachment 2 of this Agreement is the exclusive FRA approval of costs incurred before the date of this Agreement.

(c) The Recipient may request approval of pre-award costs in a written request that demonstrates the purpose and amount of the costs, compliance with 2 C.F.R. § 200.458, and whether such costs would otherwise serve as Non-Federal Funds.

13.4 Recipient Recovery of Federal Funds

The Recipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if FRA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner. The Recipient will not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by FRA.

13.5 Unexpended Agreement Federal Funds

Any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States.

13.6 Interest Earned

Interest earned on advances of Agreement Federal Funds is not program income.

13.7 Timing of Payments to the Recipient

(a) Reimbursement is the payment method, unless otherwise approved by FRA.

(b) The Recipient will not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.8 Payment Method

(a) The Recipient will use the DELPHI e-Invoicing System (https://www.dot.gov/cfo/delphi-einvoicing-system.html) to request reimbursement under this award. FRA will provide access to that system upon request by the Recipient.

(b) FRA may deny a payment request that is not submitted using the method identified in this Section.

13.9 Information Supporting Expenditures

(a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.

(b) Unless FRA and the Recipient agree otherwise in writing, the Recipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost FRA will contribute identified in Section 6.5 of Attachment 2 of this Agreement. The Recipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.

(c) If the Recipient submits a request for reimbursement that FRA determines does not include or is not supported by sufficient detail, FRA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Reimbursement Request Timing Frequency

The Recipient will request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient will not submit any single payment request exceeding $99,999,999.99. The Recipient will not submit a payment request exceeding $50,000,000.00 unless the Recipient notifies FRA six days before submitting the request.

13.11 Program Income

The Recipient is encouraged to earn income to defray Project costs, where appropriate, and will work with FRA to determine how income may be applied to the grant, in accordance with 2

C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Recipient will maintain records of all program income.

ARTICLE 14: PROPERTY AND EQUIPMENT

14.1 General Requirements

The Recipient will comply with the property standards of 2 C.F.R. §§ 200.310–200.316 and will ensure compliance with these standards for all tiers of subawards and contracts under this award.

14.2 Relocation and Real Property Acquisition

The Recipient will comply with the land acquisition policies and relocation requirements in 42 U.S.C. § 4601 et seq. and 49 C.F.R. part 24, subparts A–F, as applicable. At a minimum, under this section, the Recipient will:

(a) comply with the land acquisition policies in 49 C.F.R. part 24, subpart B and will pay or reimburse property owners for necessary expenses as specified in that subpart;

(b) provide a relocation assistance program offering the services described in 49 C.F.R. part 24, subpart C and provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24, subparts D–E; and

(c) make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. part 24.

(d) provide to FRA a real estate acquisition and management plan prior to beginning real property acquisition if the Project is designated a Major Project in Article 1 of Attachment 2 of this Agreement, or if the total Project cost in Section 6.5 of Attachment 2 of this Agreement is greater than $300 million and the Project is also receiving financial assistance from the Federal Transit Administration (FTA).

14.3 Use for Originally Authorized Purpose

The Recipient will ensure that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Recipient will enter into appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

14.4 Maintenance

The Recipient will ensure that any property, improvements to property, and any equipment funded under this Agreement are maintained in good working order and in accordance with FRA regulations, guidelines, and directives.

14.5 Real Property Disposition

In accordance with 2 C.F.R. § 200.311, when real property acquired or improved under this award is no longer used for its originally intended purpose, the Recipient will request disposition instructions from FRA.

14.6 Equipment Disposition

(a) In accordance with 2 C.F.R. §§ 200.313 and 1201.313, when equipment acquired under this award is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a Subrecipient of a State, that entity will dispose of that equipment in accordance with State laws and procedures;

(2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and

(3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity will request disposition instructions from FRA. In accordance with 2 C.F.R. § 200.313(f), FRA may permit the Recipient or Subrecipient to retain equipment.

(b) In accordance with 2 C.F.R. §200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. §§ 200.313–200.316 and 2 C.F.R. § 1201.313.

14.7 Recordkeeping

The Recipient will keep records regarding the operation and maintenance of property, improvements to property, equipment, and supplies funded under this Agreement and will provide them to FRA upon request.

14.8 Encumbrance

The Recipient will not create an obligation, such as a transfer of title, lease, lien, mortgage, or encumbrance, that would dispose of or encumber the Recipient's title or other interest in property, improvements to property, equipment or supplies funded under this Agreement without prior written approval from FRA.

The Recipient will not take any action that would adversely affect FRA's interest or impair the Recipient's continuing control over the use of the property, improvements to property, equipment, or supplies funded under the Agreement without prior written approval from FRA.

ARTICLE 15: AMENDMENTS

15.1 Bilateral Amendments

The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by FRA and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

15.2 FRA Unilateral Amendments

(a) FRA may unilaterally amend this Agreement for the following reasons:

(1) to comply with Federal law;

(2) at closeout or in anticipation of closeout; and

(3) other non-substantive changes, such as to correct typographical errors, as deemed appropriate by FRA.

(b) To unilaterally amend this Agreement under Section 15.3 of this Attachment 1, FRA will provide a written notice to the Recipient that includes the amendment and the date that the amendment is effective.

(c) Except at closeout or in anticipation of closeout, FRA may not unilaterally amend the Statement of Work, this Agreement's monetary amount, the delivery schedule, the Period of Performance, or other terms or conditions of this Agreement.

15.3 Other Amendments

The parties will not amend, modify, or supplement this Agreement except as permitted under Sections 15.1, 15.2, or 15.3 of this Attachment 1. If an amendment, modification, or supplement is not permitted under Section 15.1, 15.2, or 15.3 of this Attachment 1, it is void.

ARTICLE 16: [RESERVED]

ARTICLE 17: [RESERVED]

ARTICLE 18: LABOR AND WORK

18.1 Labor and Work

The Recipient will document its consideration of job quality and labor standards related to the Project in Article 9 of Attachment 2 of this Agreement.

ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience

(a) Consistent with the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021) and the National Security Memorandum on Critical Infrastructure Security and Resilience (April 30, 2024), the Recipient will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in Section 1.3 of Attachment 2 of this Agreement is "Elevated," then not later that than two years after the date of this Agreement the Recipient will submit to FRA a report that:

(1) identifies a cybersecurity point of contact for the transportation infrastructure being improved in the Project;

(2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;

(3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

(4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and

(5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards

The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201, regardless of whether the Recipient or other entity receiving funding under this agreement is a Non-Federal entity as defined in 2 C.F.R. § 200.1, except that subpart F of part 200 does not apply if the Recipient or Subrecipient is a for-profit entity.

20.2 Federal Law and Public Policy Requirements

(a) The Recipient will ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not

impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

(b) Pursuant to Section 3(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Section 3(b)(iv)(B) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

(d) The failure of this Agreement to expressly identify Federal law applicable to the Recipient or activities under this Agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act

(a) FRA is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

(b) The Recipient acknowledges that the Application and materials submitted to FRA by the Recipient related to this Agreement will become FRA records that may be subject to public release under 5 U.S.C. § 552. If the Recipient submits any materials to FRA related to this Agreement that the Recipient considers to include trade secret or confidential commercial or financial information, the Recipient should note that the submission contains confidential business information, mark each affected page, and highlight or otherwise denote the portions of the submission that contain confidential business information.

20.4 History of Performance

Under 2 C.F.R. § 200.206, any Federal awarding agency may consider the Recipient's performance under this Agreement, when assessing the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection

(a) The Recipient acknowledges that it is a "Recipient" within the scope of 41 U.S.C. § 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations

(a) In addition to this document and the contents described in Article 25 of this Attachment 1, this Agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R. part 175: Award Term for Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient will comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications

The Recipient makes the representations in the following certifications, which are incorporated by reference:

(a) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 21: ASSIGNMENT

21.1 Assignment Prohibited

The Recipient will not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 22: WAIVER

22.1 Waivers

(a) A waiver of a term of this Agreement authorized by law and granted by FRA will not be effective unless it is in writing and signed by an authorized representative of FRA.

(b) A waiver of a term of this Agreement granted by FRA on one occasion will not operate as a waiver on other occasions.

(c) If FRA fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS

23.1 Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

23.2 Environmental Review

(a) Except as authorized by law or under 23 C.F.R. § 771.113(d)(4), the Recipient will not begin final design activities; acquire real property, construction materials, or equipment, including rolling stock; begin construction; or take other actions that would have an adverse environmental impact or limit the choice of reasonable alternatives for the Project unless and until FRA complies with the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. (NEPA), and any other applicable environmental laws and regulations. In addition, the Recipient will not begin project development that involves ground disturbing activity prior to FRA compliance with NEPA and any other applicable environmental laws and regulations.

(b) The Recipient acknowledges that:

(1) FRA's actions under Section 23.2(a) of this Attachment 1 may depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to FRA; and

(2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) Consistent with 23 C.F.R. § 771.105(a), to the maximum extent practicable and consistent with Federal law, the Recipient will coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Article 4 of Attachment 2 of this Agreement and other information described in this Agreement may inform environmental decision-making processes, but the parties do not intend this Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Article 4 of Attachment 2 of this Agreement or other information in this Agreement, then FRA will either:

(1) amend this Agreement under Section 15.1 of this Attachment 1 for consistency with the selected build alternative; or

(2) if FRA determines that the condition at Section 10.1(a)(5) of this Attachment 1 is satisfied, terminate this Agreement under Section 10.1(a)(5) of this Attachment 1; or

(3) take other action as deemed appropriate by FRA.

(g) The Recipient will complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Article 4 of Attachment 2 of this Agreement identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.3 Project Maintenance Requirement

The Recipient will ensure that any property and equipment funded within this Agreement is operated and maintained in good operating order and in accordance with 2 C.F.R. §§ 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that FRA may issue.

23.4 Appropriations Act Requirements

The Recipient will comply with applicable requirements of the appropriations act identified in Section 6.3 of Attachment 2 of this Agreement.

23.5 Standards of Conduct

The Recipient will comply with the following standards of conduct:

(a) Standards of Conduct. The Recipient will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal contribution provided through this Agreement. The code or standards will provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Subrecipients or contractors. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by Subrecipients or their agents.

(b) Personal Conflict of Interest. The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by the Federal contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

(c) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

(d) Existing Codes or Standards. This Section does not require the Recipient to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the required elements.

(e) Disclosure of Conflicts. The Recipient will disclose in writing any potential conflict of interest to FRA or pass-through entity.

23.6 Changed Conditions of Performance

The Recipient will notify FRA of any event that may affect its ability to perform the Project in accordance with the terms of this Agreement.

23.7 Litigation

The Recipient will notify FRA in writing of any decision pertaining to the Recipient's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. The Recipient will inform FRA in writing before naming FRA as a party to any type of litigation for any reason in any forum.

23.8 [Reserved]

23.9 Equipment and Supplies

The Recipient will maintain written policies and procedures that address acquisition, classification, and management of all equipment and supplies acquired or used under this award.

23.10 Safety and Technology Data

The Recipient will ensure that FRA has access to safety and technology relevant data generated by the Recipient under the award, in a machine-readable format, where specified in Article 4 of Attachment 2 of this Agreement.

23.11 Intellectual Property

The Recipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 C.F.R. Part 401, as applicable.

23.12 Liquidation of Recipient Obligations

(a) The Recipient will liquidate all obligations of award funds under this Agreement not later than 120 days after the end of the Period of Performance.

(b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 C.F.R. §§ 200.344–200.346.

ARTICLE 24: CONSTRUCTION AND DEFINITIONS

24.1 Agreement

This Agreement consists of the following:

(a) Agreement Cover Sheet

(b) Attachment 1: General Terms and Conditions

(c) Attachment 2: Project-Specific Terms and Conditions

(d) Exhibit A: Applicable Federal Laws and Regulations

(e) Exhibit B: Additional Standard Terms

(f) Exhibit C: Quarterly Project Progress Reports and Recertifications

24.2 Construction

(a) In these General Terms and Conditions, there are no references to articles or sections in project-specific portions of this Agreement that are not contained in Attachments or Exhibits listed in Section 24.1.

(b) If a provision in these General Terms and Conditions or the Exhibits conflicts with a provision in the Project-Specific Terms and Conditions in Attachment 2 of this Agreement, then the relevant portion in Attachment 2 prevails. If a provision in the Exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.3 Integration

This Agreement constitutes the entire agreement of the parties relating to the Project and supersedes any previous agreements, oral or written, relating to the Project.

24.4 Definitions

This Section defines terms used in this Agreement. Additional definitions found in 2 C.F.R. § 200.1 are incorporated by reference into this Agreement.

“Agreement Federal Funds” means the total amount of Federal funds obligated under this Agreement. This is the amount shown in Section 6.1 of Attachment 2 of this Agreement.

“Application” means the application identified in Article 3 of Attachment 2 of this Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“Construction Substantial Completion” means the stage of the Project when all construction tasks are complete such that the Recipient can use the Project for its intended use and only closeout activities remain. Activity to address or complete closeout activities will not prevent or disrupt use of the Project.

"Contingent Commitment" means the unobligated amounts of future available budget authority specified in law that FRA commits to obligate under the terms of this Agreement.

"Federal Share" means the sum of Agreement Federal Funds and Other Federal Funds. If there are no Other Federal Funds, the Federal Share is the same as the Agreement Federal Funds.

"General Terms and Conditions" means this Attachment 1.

"Other Federal Funds" means Federal funds that are part of the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement for the Project but are not obligated under this Agreement.

"Project" means the project proposed in the Application, as modified by the negotiated provisions of this Agreement, including Attachment 2 of this Agreement.

"Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

"Project Cost Savings" means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA's satisfaction, the actual Project costs are less than the estimated total Project costs.

"Rural Area" means any area that is not within an area designated as an urbanized area by the Bureau of the Census.

24.5 Calendar Dates

Unless otherwise specified, all dates and durations are in calendar days, calendar quarters, or calendar years, as appropriate.

24.6 Communication in Writing

Unless otherwise specified, all written communication may be provided by electronic mail.

24.7 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement is not affected or impaired by such finding. A provision held to be unenforceable as applied to any party or circumstance remains applicable to other parties and circumstances.

ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it.

ARTICLE 26: PROGRAM-SPECIFIC CLAUSES

26.1 Interstate Rail Compacts Grant Program

The Recipient agrees to comply with the clauses in Section 26.1 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.1 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Non-Federal Match. The Recipient will provide a Non-Federal match of not less than 50 percent of the eligible expenses under the grant.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1, the Recipient will comply with the following clauses, as applicable:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.1 of this Attachment 1, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.1(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Operator Limitation. Recipient's eligible expenses must be related to intercity passenger rail service to be operated by Amtrak.

(i) Reporting. As requested by FRA, the Recipient will report on:

(1) the status of the planning efforts and coordination funded by the grant award;

(2) plans for continued implementation of the interstate rail compact;

(3) the status of, and data regarding, any new, restored, or enhanced rail services initiated under the interstate rail compact; and

(4) other data and information as requested by FRA.

26.2 Railroad Crossing Elimination Program Clauses

The Recipient agrees to comply with the clauses in Section 26.2 of this Attachment 1.

Consistent with 49 U.S.C. §§ 22905(e) & 22909(j), clauses (b), (c), (d), and (g) of Section 26.2 of this Agreement 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law. In addition, clause (f) does not apply to: 1) the Alaska Railroad or its contractors; or 2) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.2(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Impacted Rail Carrier or Real Property Owner Approvals. In accordance with 49 U.S.C. § 22909(e)(2)(A), prior to proceeding with the construction of the Project funded by this Agreement, if applicable, Recipient will obtain necessary approvals to commence construction from any impacted rail carriers or real property owners. If the Project is a planning project, as described in 49 U.S.C. § 22909(d)(6), the Recipient agrees to work collaboratively with rail carriers and right-of-way owners.

(f) Labor Protective Arrangements

(1) Notwithstanding 49 U.S.C. § 22905(e)(1), and in accordance with 49 U.S.C. § 22909(j)(3), any employee covered by the Railway Labor Act (45 U.S.C. § 151 et seq.) and the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.) who is adversely affected by actions taken in connection with the project financed in whole or in part by such grant shall be covered by employee protective arrangements required to be established under 49 U.S.C. § 22905(c)(2)(B). In accordance with 49 U.S.C. § 22905(c)(2)(B), the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404, as such protective arrangements are described in the final FRA guidance titled Equivalent Protections for Railroad Employees and effective December 28, 2022, included herein in Exhibit B.

(2) In accordance with 49 U.S.C. § 22909(j)(3), Recipient, and any successors, assigns, and contractors of Recipient:

i. shall be bound by the employee protective arrangements required under subparagraph (1); and

ii. shall be responsible for the implementation of such arrangements and for the obligations under such arrangements, but may arrange for another entity to take initial responsibility for compliance with the conditions of such arrangement.

(3) Labor protections required pursuant to Subsection (f) of Section 26.2 of this Attachment 1 shall be documented consistent with Article 18 of this Attachment 1.

(g) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(h) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.3 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.3 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49

U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. §22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes:

compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.3(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.4 Restoration and Enhancement Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.4 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.4 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right-of -way and facilities under current law.

(a) Maximum Funding Limitation. A grant authorized by 49 U.S.C. § 22908 may not exceed:

(1) 90 percent of the projected net operating costs for the first year of service;

(2) 80 percent of the projected net operating costs for the second year of service;

(3) 70 percent of the projected net operating costs for the third year of service;

(4) 60 percent of the projected net operating costs for the fourth year of service;

(5) 50 percent of the projected net operating costs for the fifth year of service; and

(6) 30 percent of the projected net operating costs for the sixth year of service.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.4 of this Attachment 1, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the

Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.4(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Route Reporting. The Recipient will provide similar information regarding the route performance, financial, and ridership projections, and capital and business plans that Amtrak is required to provide, and such other data and information as is required by Article 4 of Attachment 2 of this Agreement.

(i) Termination. In addition to the terms of this Attachment 1, FRA may terminate this Agreement upon the cessation of service, or the violation of any other term of this Agreement.

26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses

The Recipient agrees to comply with the clauses in Section 26.5 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.5 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. §

10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.5(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Northeast Corridor Cost Allocation. For projects located on the Northeast Corridor, as that term is defined in 49 U.S.C. § 24911(a)(4), Amtrak and the public authorities providing commuter rail passenger transportation at the Project location on the Northeast Corridor must remain in compliance with 49 U.S.C. § 24905(c)(2).

(i) Interest and Financing Costs. Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Recipient will certify to FRA's satisfaction that the Recipient has shown reasonable diligence in seeking the most favorable financing terms.

###

Attachment 2

PROJECT-SPECIFIC TERMS AND CONDITIONS

Version Date: April 16, 2025

U.S. Department of Transportation
Federal Railroad Administration

Project-Specific Terms and Conditions
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ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of Gautier, Mississippi (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Railroad Crossing Elimination Program grant for the Dolphin Drive/CSX Grade Separation Proejct (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Fiscal Year 2023-2024 Notice of Funding Opportunity that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

1.3 Program Designations

(a) Research and Development. This award is not for research and development.

(b) Project Size. This award is for a non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, January 11, 2023 (Railroad Capital Projects Guidance).

(c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.

(d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.

(e) Security Risk. This award is for a Project that has a low security risk.

(f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award is not for a Project in a Rural Area.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: Dolphin Drive/CSX Grade Separation Project

Application Date: September 23, 2024

3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The "Federal Award Date" is the effective date of this Agreement, as defined under Section 25.2 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the Railroad Crossing Elimination program, the Assistance Listings Number is 20.327 and the Assistance Listings Title is Railroad Crossing Elimination.

3.5 Recipient's Unique Entity Identifier

The Recipient's Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the "Agreement Number."

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

The Dolphin Drive/CSX Grade Separation Project will complete Project Development, to include preliminary engineering and environmental review, for a grade separation at the crossing of Dolphin Drive and the CSX in Gautier, Mississippi.

The Project will remove an existing at-grade crossing and replace it with a grade separated crossing over the CSX. CSX currently operates along an east-west mainline that roughly bisects the city of Gautier. Due to frequent blockages caused by passing and stationary trains along the tracks, motorists, including law enforcement and emergency responders, often experience congestion and delays at the crossings.

4.2 Project Location

The Project is located in Gautier, Jackson County, Mississippi, on the Mississippi Gulf Coast. The Dolphin Drive crossing (USDOT Crossing #340162P) is located at Milepost 712.74 of the CSX NO&M Subdivision. The Project is located at latitude 30.38757 and longitude -88.66027.

4.3 Project Scope

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- CSX Transportation (CSXT)
- Mississippi Department of Transportation
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- participate in a Project kickoff meeting with FRA following award;
- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

The Recipient shall demonstrate to FRA that the Project is carried out in the most cost-efficient manner.

Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: Environmental Review

The Recipient will not commence work on Task 2: Environmental Review until FRA has approved the PMP deliverable described in Task 1: Project Administration and Management and provided written notification to proceed.

The Recipient will prepare all required documentation to comply with applicable environmental laws, including but not limited to the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, Section 4(f) of the US DOT Act, and Section 7 of the Endangered Species Act, as well as applicable implementing regulations and guidance. The Recipient will provide FRA with sufficient information to determine the NEPA Class of Action and will prepare the environmental documentation as detailed in the PMP. The PMP will identify information and activities necessary to perform and complete the required environmental review.

Task 2 Deliverables:

Deliverable ID	Deliverable Name
2	Final NEPA Documentation

Task 3: Preliminary Engineering

The Recipient will not commence work on Task 3: Preliminary Engineering until FRA has approved the PMP deliverable described in Task 1: Project Administration and Management and provided written notification to proceed.

The Recipient will complete and submit a preliminary engineering (PE) design set to FRA for approval, as specified in the PMP. The PE design set includes engineering from concept through the 30% design level,

Commented [C(1]: The issue here is that typically for non-major projects, we don't need to approve the PMP. However, because this template assumes that the PMP will have other items for review, we could ostensibly keep it as "approved."

as detailed in the PMP, which includes but is not limited to necessary field surveys, operational analysis, legal due diligence, and preparation of drawings and cost estimates. The PE Design Set will include all design development and Project delivery documentation, along with eligible and allowable cost estimates, with associated project milestone timelines necessary to demonstrate the effectiveness, feasibility, and readiness of the Project for final design and construction.

Task 3 Deliverables:

Deliverable ID	Deliverable Name
3	PE Design Set

4.4 Implement Required Environmental Commitments

None.

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: January 31, 2028

Period of Performance End Date: January 31, 2028

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Project Management Plan Completion	August 31, 2025
Final NEPA Documentation	January 31, 2027
PE Design Set	March 30, 2027

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: $1,200,000

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act, Public Law 117-58 (November 15, 2021); 49 U.S.C. 22909

Appropriation: Infrastructure Investment and Jobs Act, Division J, Title VIII (Public Law 117-58 (2021))

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is $1,500,000.

FRA will contribute a maximum of 80 percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute $300,000 in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of cash contributions.

The Recipient will complete the Project to FRA's satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Total
1	Project Administration and Management	$60,000	$15,000	$75,000
2	Environmental Review	$120,000	$30,000	$150,000
3	Preliminary Engineering	$1,020,000	$255,000	$1,275,000
	Total	**$1,200,000**	**$300,000**	**Total Project Cost: $1,500,000**

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	$1,200,000	80%
Agreement Federal Funds	$1,200,000	80%

FRA RCE	$1,200,000	80%
Agreement Non-Federal Funds	$300,000	20%
City of Gautier, Mississippi	$225,000	20%
CSXT	$75,000	20%

6.6 Pre-Award Costs

None. Consistent with 2 C.F.R. part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

6.7 Phased Funding Agreement

Not applicable.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient's progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
Completion of Preliminary Engineering for a highway rail grade crossing elimination	Satisfactory Design Completion	Satisfactory Completion of preliminary engineering documents and deliverables	All deliverables required in Section 4.3 are successfully completed and accepted by FRA	**Pre-Project (Baseline) Performance as of March 2024** Not applicable since no document completed	**Frequency:** During period of performance

Commented [LL2]: Need to include a project planning performance element. @Heckler, Ariel (FRA) to include.

Commented [HA3R2]: Minor edits from previous planning language used in this section.

				Expected Post-Project Performance: Yes; documents/ deliverables completed	**Duration:** One time
Completion of Environmental Review for a highway rail grade crossing elimination	Satisfactory completion of the NEPA environmental review process	Completion of NEPA documents/deliverables acceptable to FRA	All deliverables in Section 4.3 are successfully completed and accepted by FRA	**Pre-Project (Baseline) Performance as of March 2024**: Not applicable since no document completed	**Frequency:** During period of performance
				Expected Post-Project Performance: Yes; document/ deliverables completed	**Duration:** One time

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, and related regulatory requirements, on April 16, 2025, FRA determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.3 are categorically excluded from detailed environmental review pursuant to 23 C.F.R. § 771.116(c)(3). In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 C.F.R. part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties. The actions do not require the use of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 C.F.R. part 774).

Categorical exclusion (CE) means a category of actions that a Federal agency has determined normally do not have a significant impact on the quality of the human environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). 42 U.S.C. § 4336e(1). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA further concluded that no unusual circumstances

exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: LABOR AND WORK

9.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

This Section identifies the Recipient's efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. (Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. (Describe the training programs in the supporting narrative below.)
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. (Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. (Describe the partnership and workforce strategies in the supporting narrative below.)
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. (Describe those actions in the supporting narrative below.)
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described below. (Identify the relevant actions in the supporting narrative below.)

X	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

9.2 Supporting Narrative

N/A

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Exhibits

Revision Date: April 16, 2025

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EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Recipient assures and certifies, with respect to this award, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this Agreement include, but are not limited to, the following:

GENERAL FEDERAL LEGISLATION

a. Davis-Bacon Act – 40 U.S.C. § 3141 et seq.
b. Federal Fair Labor Standards Act – 29 U.S.C. § 201 et seq.
c. Hatch Act – 5 U.S.C. § 1501 et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. § 4601 et seq.
e. National Historic Preservation Act of 1966 (Section 106) – 54 U.S.C. § 306108
f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. §§ 312501-312508
g. Native American Graves Protection and Repatriation Act – 25 U.S.C. § 3001 et seq.
h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
i. Clean Water Act, as amended – 33 U.S.C. § 1251 et seq.
j. Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536 et seq.
k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
m. Age Discrimination Act of 1975 – 42 U.S.C. § 6101 et seq.
n. American Indian Religious Freedom Act, as amended – P.L. 95-341
o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. §§ 290dd–290dd-2
p. Architectural Barriers Act of 1968 – 42 U.S.C. § 4151 et seq.
q. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42, Section 403 – 42 U.S.C. § 8373
r. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701 et seq.
s. Copeland Anti-kickback Act, as amended – 18 U.S.C. § 874 and 40 U.S.C. § 3145
t. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321 et seq.
u. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
v. Single Audit Act of 1984 – 31 U.S.C. § 7501 et seq.
w. Americans with Disabilities Act of 1990 – 42 U.S.C. § 12101 et seq.
x. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
y. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. § 794
z. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.
aa. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
bb. Freedom of Information Act, as amended – 5 U.S.C. § 552
cc. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
dd. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
ee. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
ff. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.
gg. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. §§ 401 and

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hh. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303
ii. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
jj. Safe Drinking Water Act – 42 U.S.C. §§ 300f–300j-26
kk. The Wilderness Act – 16 U.S.C. §§ 1131-1136
ll. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
mm. Migratory Bird Treaty Act – 16 U.S.C. § 703 et seq.
nn. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by Section 6202 of Public Law 110-252)
oo. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
pp. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
qq. Efficient Environmental Reviews – 23 U.S.C. § 139
rr. Grant Conditions – 49 U.S.C. § 22905
ss. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands
b. Executive Order 11988 – Floodplain Management
c. Executive Order 12372 – Intergovernmental Review of Federal Programs
d. Executive Order 12549 – Debarment and Suspension
e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
f. Executive Order 14025 – Worker Organizing and Empowerment
g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
h. Executive Order 14154 – Unleashing American Energy
i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

GENERAL FEDERAL REGULATIONS

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60 et seq.
h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –

Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21

j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
s. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774

Specific assurances required to be included in the Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.

EXHIBIT B: ADDITIONAL STANDARD TERMS

EXHIBIT B.1: TITLE VI ASSURANCES

TITLE VI ASSURANCE
Implementing Title VI of the Civil Rights Act of 1964, as amended

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Application and by entering into this Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. Section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including FRA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the FRA under this Agreement. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the program or project funded under this Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or

FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117 and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex) (as applicable);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).

EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost $25,000 or more—as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Application and by entering into this Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust

statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification – Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost $25,000 or more – 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by Sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. Definitions. Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) "Average Monthly Compensation" means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) "Average Monthly Time" means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) "Day" means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) "Displaced Employee" means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee's status as a Displaced Employee begins on the date said employee is harmed.

(e) "Dismissed Employee" means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee's position, or (ii) the Railroad eliminates another employee's position (and that employee's exercise of seniority rights results in the Protected Employee's inability to secure another position by the exercise of the Protected Employee's seniority rights); and (2) is unable to secure another position by exercise of their seniority rights A Protected Employee's status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) "Project" means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) "Protected Employee" means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee's status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) "Protective Period" means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements**. The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee**. Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After

such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice**. When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations**.

(i) Initiation of Negotiation. Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) Subject of Negotiations. Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration**. If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) Notice & Selection of Arbitrator. Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.

(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) **Implementation**. If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) **Displacement Allowances**.

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) **Moving Expenses**. Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) Prior Agreement. The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) Exception. Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) Furloughed Employees. The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) Reimbursement. A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination**. Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) Home Sale for Less Than Fair Market Value. If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) Election to Receive Closing Costs. The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include

the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) **Failure to Exercise Seniority Rights**. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).

6. Protections for Dismissed Employees.

(a) **Dismissal Allowance**. A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) Monthly Dismissal Allowance Calculation. The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) Submission of Claim. A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) Reduction or Suspension of Dismissal Allowance. If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) Early Termination. The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance**. A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment**. Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training**. In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections**. If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope**. Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice**. The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members**. Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives**. In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor

organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding**. The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses**. The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.

EXHIBIT C: QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
May 6, 2025

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: