



**CITY OF BYRAM
AGENDA FOR THE REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN
THURSDAY, JANUARY 25, 2024, 7:00 PM
City Hall: 5901 Terry Road, Byram, MS**

- 1. Welcome and Call to Order**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Presented Items**
 - (a) Approval of Resolution of the Mayor and Board of Aldermen of the City of Byram, Mississippi, Adopting, Approving, and Authorizing the Execution of the Second Amended Development and Reimbursement Agreement with BTC, LLC, and Wal-Mart Real Estate Business Trust, in conjunction with the Tax Increment Financing plan for the Byram Town Center Project, and Authorizing the City to make Reimbursements from Tax Increment Financing Revenue Bonds Issued for the Infrastructure Improvements Related to the Project; and for Related Purposes. Presented by Mr. Brad C. Davis of Watkins & Eager, PLLC and Mr. Nick Schorr of Government Consultants**
 - (b) Public Hearing for the purpose of determining whether or not a conditional use should be granted for a gas station/convenience store on property zoned C3 on Terry Road at Byram Parkway**
 - (c) Public Hearing for the purpose of determining whether or not a conditional use should be granted for a sports bar/pool hall in a C-4 zoning district at 5547 I-55 South, Byram**
 - (d) Public Hearing for consideration of a variance under the Mississippi Medical Cannabis Act for a cultivation facility and processing facility in a C-4 district**
- 6. Approval of Consent Agenda Items**
 - (a) Approval of minutes of the Regular Meeting of the Mayor and Board of Aldermen held January 11, 2024**

- (b) Approval of payment in the amount of \$142.50 to the Mississippi Municipal Clerks and Collectors Association for renewal of annual membership for City Clerk and two Deputy Clerks**
- (c) Approval of payment in the amount of \$424.00 to the Society for Human Resource Management, renewal of annual membership for Ledireada Kent to SHRM and Capital Area HRA**
- (d) Approval for Lt. M. Kendrick and Det. J. Magloire to attend "The Prepared Public Information Officer: Making the Media Work for You" in Flowood, MS from January 29-30, 2024 with \$600.00 registration fees (\$300.00/each). There is no estimated travel expense.**
- (e) Approval for Officer M. George to attend ARIDE (Advanced Roadside Impaired Driving Enforcement) Class in Flowood, MS, February 6-7, 2024, at no cost to the City.**
- (f) Approval for payment of \$240.00 to FBI National Academy Associates, Inc. for dues (\$120.00/each) for Chief D. Errington and Lt. R. Kincaid**
- (g) Approval to transfer one (1) 2011 5 'x 10' Marlon Made Utility Trailer, single axle, black, VIN # 4C9US1018BP251009 to Public Works**
- (h) Approval of N.F.P.A. membership renewals in the amount of \$175.00 each for Fire Marshall Michael Sterling and Fire Chief Fred Green**
- (i) Approval of quote in the amount of \$49,227.40 to EEP (Emergency Equipment Professionals) for a turnout washing machine, turnout dryer, 2 jaws of life and a complete airbag lifting set. FEMA will reimburse 95% of this cost and we will cover the other 5% which will be \$2,461.37.**
- (j) Approval of contract in the amount of \$4,128.00 with Lamar for advertising the Swinging Bridge Festival on two billboards for one month prior to the event**
- (k) Approval of contract with All Seasons in the amount of \$2,237.00, with half of this amount due up front as a non-refundable deposit, for tent, table and chair rentals for the Swinging Bridge Festival**
- (l) Acceptance of donations in the amount of \$2,250.00 from Lewis Electric, Mills, Scanlon, Dye & Pittman, Fluid Process & Pumps, and Watkins Construction, to be used for the 2024 Swinging Bridge Festival**
- (m) Approval for Bill Miley to attend MRPA Leadership Summit in Cleveland, MS from March 6 to March 7 with \$100 registration fee and \$235.00 estimated travel expense**

7. Discussion and Action

- (a) Approval of Claims Docket in the amount of \$257,675.52 for January 3rd through January 17th, 2024**

(b) Discussion of redistricting public hearing

- 8. Public Comments** *Byram residents may address the Board at this time, provided they have signed in with their name and address. Discussion will be limited to three (3) minutes per person*

9. Announcements

- (a)
- **Coffee Talk with Mayor White** will be held at Vowell's Marketplace on February 6th from 9:00 to 10:00 A.M.
 - **Regular Work Session of the Mayor and Board of Aldermen: Monday, February 5th, 6:30 P.M. at City Hall**
 - **Regular Meeting of the Mayor and Board of Aldermen: Thursday, February 8th, 7:00 P.M. at City Hall**

10. Adjourn

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 5.a

FOR: Approval of Resolution of the Mayor and Board of Aldermen of the City of Byram, Mississippi, Adopting, Approving, and Authorizing the Execution of the Second Amended Development and Reimbursement Agreement with BTC, LLC, and Wal-Mart Real Estate Business Trust, in conjunction with the Tax Increment Financing plan for the Byram Town Center Project, and Authorizing the City to make Reimbursements from Tax Increment Financing Revenue Bonds Issued for the Infrastructure Improvements Related to the Project; and for Related Purposes. Presented by Mr. Brad C. Davis of Watkins & Eager, PLLC and Mr. Nick Schorr of Government Consultants

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name

[Resolution Second Amended Development Agreement - Byram Town Center Phase 1 2.pdf](#)

[Pittman letter 1.12.24.pdf](#)

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BYRAM, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE SECOND AMENDED DEVELOPMENT AND REIMBURSEMENT AGREEMENT WITH BTC, LLC, AND WAL-MART REAL ESTATE BUSINESS TRUST, IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE BYRAM TOWN CENTER PROJECT, AND AUTHORIZING THE CITY TO MAKE REIMBURSEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS ISSUED FOR THE INFRASTRUCTURE IMPROVEMENTS RELATED TO THE PROJECT; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Byram, Mississippi (the “Governing Body” of the “Municipality”), acting for and on behalf of the Municipality, hereby finds, determines and adjudicates as follows:

1. Pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “Act”), the Governing Body has received and has conducted hearings on the *Tax Increment Financing Redevelopment Plan, City of Byram, Mississippi, April 2011* (the “Redevelopment Plan”) for the Municipality, and has approved the Redevelopment Plan on April 28, 2011. The Redevelopment Plan constitutes a qualified plan under the Act.

2. Pursuant to the Act, the Governing Body has received, has published notice of, has conducted hearings on the *Tax Increment Financing Plan, Byram Town Center Project, City of Byram, Mississippi, April 2011* (the “TIF Plan”), for the Municipality, and has approved the TIF Plan on August 13, 2015, as an attachment to and as a part of the Redevelopment Plan. The TIF Plan constitutes a qualified plan under the Act.

3. Pursuant to the Act and the TIF Plan, the Governing Body is authorized and empowered to issue tax increment financing revenue bonds, in one or more series, in the maximum principal amount of \$5,500,000 (the “Bonds”), to support the Byram Town Center Project (the “Project”) and to be used to pay for the costs of certain infrastructure to support the Project as described in the TIF Plan, which may include but are not limited to, acquiring and constructing various infrastructure improvements which may include but are not limited to, installation, rehabilitation, and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (the “Infrastructure Improvements”), at such times in the future as it sees fit to finance the Infrastructure Improvements to support the Project, which is being constructed by BTC, LLC, a Mississippi limited liability company (“BTC”) acting as a developer with respect to the Project, and Wal-Mart Real Estate Business Trust, a Delaware statutory trust (“Wal-Mart”), acting as a developer with respect to the Project (together the “Developers”), as the same are described in the TIF Plan.

4. The Municipality has previously issued its Tax Increment Financing Revenue Bonds, Series 2017 (Byram Town Center Project), in the principal amount of \$4,700,000, dated

and issued August 16, 2017, for the partial reimbursement to the Developers of the costs of the Infrastructure Improvements for the Project.

5. Pursuant to the Development and Reimbursement Agreement between the Municipality and BTC regarding the Project dated April 28, 2011 (the “Development Agreement”), and the Amended Development and Reimbursement Agreement between the Municipality and the Developers dated February 27, 2014 (the “Amended Development Agreement”), the remaining portion of the Bonds which may be issued pursuant to the Amended Development Agreement must be issued within 10 years from the date of approval of the Amended Development Agreement, which termination date would be February 27, 2024.

6. The Municipality now desires to extend the deadline to issue the remaining portion of the Bonds pursuant to the Amended Development Agreement by one additional year to February 27, 2025, and it is necessary and in the best interests of the Municipality to extend such deadline through a Second Amended Development and Reimbursement Agreement with the Developers (the “Second Amended Development Agreement”) setting forth the conditions and terms under which the remaining portion of the Bonds, in an amount not to exceed \$800,000, will be issued and providing for the payment thereof be approved and executed by the Municipality and the Developers in substantially the form attached hereto as **Exhibit A** with such amendments, corrections, additions, and deletions as may be agreed upon and approved by its duly authorized officers. The Municipality is authorized to enter into such Second Amended Development Agreement pursuant to the Act.

7. The Municipality reasonably expects that the Developers have or will incur expenditures for the Infrastructure Improvements prior to the issuance of the remaining portion of the Bonds, and that the Municipality should declare its official intent to reimburse such expenditures with the proceeds of the remaining portion of the Bonds upon the issuance thereof. The Developers agree to keep and maintain accurate records regarding the cost of the Infrastructure Improvements separate and apart from or in addition to records for the remainder of the Project. Each reimbursement of cost of the Infrastructure Improvements to the Developers by the Municipality shall be made by execution, presentation of, and compliance with the requisitions in the form of the Requisition for Payment attached to the Second Amended Development Agreement (the “Requisition”), and each such Requisition shall clearly specify whether such request for reimbursement was incurred in connection with dedicated Infrastructure Improvements or non-dedicated Infrastructure Improvements. The Mayor of the Municipality (the “Mayor”) and the City Clerk of the Municipality (the “City Clerk”) should be authorized to, on behalf of the Municipality, to approve whether such Infrastructure Improvements are to be dedicated or non-dedicated, such approval or non-approval to be based upon whether non-dedication of any Infrastructure Improvements are in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BYRAM, MISSISSIPPI, AS FOLLOWS:

SECTION 1. The Governing Body hereby approves and adopts the Second Amended Development Agreement in substantially the form attached hereto as **Exhibit A**, with such amendments, corrections, additions, and deletions as may be agreed upon and approved by its duly authorized officers.

SECTION 2. The Governing Body hereby authorizes and directs the Mayor and the City Clerk to execute and deliver the Second Amended Development Agreement for and on behalf of the Municipality with such changes, insertions, and omissions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval. Such officers are specifically authorized to approve changes in the dates for completion of the Infrastructure Improvements and the Project in order to coordinate the cash flows resulting from the Project with the principal and interest maturities for the remaining portion of the Bonds . In addition, such officers are authorized to approve whether any Infrastructure Improvements are to be dedicated or non-dedicated, such approval or non-approval to be based upon whether non-dedication of any Infrastructure Improvements are in the public interest.

SECTION 3. Pursuant to Section 1.150-2 of the Treasury Regulations (the “Reimbursement Regulations”), the Governing Body hereby confirms prior declarations and declares anew its official intent to reimburse expenditures made for the Project prior to the issuance of the remaining portion of the Bonds with proceeds of the remaining portion of the Bonds to the extent permitted by the Reimbursement Regulations.

Following the reading of the foregoing resolution and discussion thereof, Alderperson _____ moved _____ and _____ Alderperson _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Robert Amos	voted: _____
Alderwoman Roschelle Gibson	voted: _____
Alderwoman Roshunda Harris-Allen	voted: _____
Alderwoman Diandra Hosey	voted: _____
Alderwoman Erma Johnson	voted: _____
Alderwoman Teresa Mack	voted: _____
Alderman David Moore	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, _____, 20____.

City of Byram, Mississippi

Mayor Richard White

Angela Richburg, City Clerk

(seal)

Exhibit A

Form of the Second Amended Development Agreement

SECOND AMENDED DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Second Amended Development and Reimbursement Agreement (this “Second Amended Development Agreement”), dated as of _____, 20__, by and among the City of Byram, Mississippi (the “Municipality”), a municipal corporation organized and existing under the laws of the State of Mississippi (the “State”), BTC, LLC, a Mississippi limited liability company (“BTC”), acting as a developer with respect to the Byram Town Center Project (the “Project”), and Wal-Mart Real Estate Business Trust, a Delaware statutory trust (“Wal-Mart”), acting as a developer with respect to the Project (together, the “Developers”), restates and amends the Development and Reimbursement Agreement between the Municipality and BTC dated April 28, 2011 (the “Development Agreement”), and the Amended Development and Reimbursement Agreement between the Municipality and the Developers dated February 27, 2014 (the “Amended Development Agreement”).

WITNESSETH:

WHEREAS, the Municipality, acting through its Mayor and Board of Aldermen (the “Governing Body”) pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “Act”), has approved the *Tax Increment Financing Redevelopment Plan, City of Byram, Mississippi, April 2011* (the “Redevelopment Plan”) for the Municipality and has conducted hearings on the Redevelopment Plan and amendments thereto;

WHEREAS, on March 24, 2011, the Governing Body adopted a resolution giving notice of its intention to approve the *Tax Increment Financing Plan, Byram Town Center Project, City of Byram, Mississippi, April 2011* (the “TIF Plan”), as qualified for tax increment financing (“TIF”), to amend the Redevelopment Plan to establish and incorporate the tax increment financing district for the Project to include the area hereinafter described (the “TIF District”), to express its intent to issue tax increment financing revenue bonds, in one or more series, in a principal amount not to exceed \$5,500,000 (the “Bonds”), and to call a public hearing on the TIF Plan and the issuance of the Bonds, all as provided by the Act;

WHEREAS, on April 8, 2011 and April 15, 2011, the Municipality published a Notice of Public Hearing on the TIF Plan, and on April 28, 2011, the Governing Body held a public hearing on the TIF Plan, all as required by the Act, after which the Governing Body adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the Bonds for the purpose of acquiring and constructing the Infrastructure Improvements (as defined herein), including without limitation reimbursing the Developers for all or a portion of the costs of the Infrastructure Improvements;

WHEREAS, pursuant to the Amended Redevelopment Agreement, Wal-Mart joined BTC and became the Developers for the Project and provisions should be made for reimbursement of each of the Developers, respectively;

WHEREAS, the Municipality has entered into an Interlocal Cooperation Agreement with Hinds County, Mississippi (the “County”), pursuant to Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the “Interlocal Cooperation Act”), to support the Project and to allow the proceeds of the Bonds to be used to pay for the cost of constructing various infrastructure

improvements to support the Project, which may include without limitation, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, parking structures, relocation of electrical lines, lighting, signalization, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees. TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (the "Infrastructure Improvements");

WHEREAS, the proceeds of the Bonds shall be used to acquire and construct the Infrastructure Improvements;

WHEREAS, the County has authorized the pledge of not to exceed 50% of its ad valorem real property and personal property tax revenues derived from its general fund levy on the captured assessed value of real property and personal property within the TIF District, calculated in the manner set forth in the Act (the "County Ad Valorem TIF Revenues"), as further described in the TIF Plan;

WHEREAS, the Municipality has pledged 100% of its increase in ad valorem real property and personal property tax revenues, calculated in the manner set forth in the Act (the "Municipality Ad Valorem TIF Revenues"), and as further described in the TIF Plan;

WHEREAS, the Municipality has pledged 100% of its increase in the amount of the municipal sales tax diversion received by the Municipality from sales taxes collected within the TIF District, calculated in the manner set forth in the Act (the "Sales Tax TIF Revenues") that, together with the County Ad Valorem TIF Revenues and the Municipality Ad Valorem TIF Revenues will be sufficient to pay the Bonds as same shall mature and come due;

WHEREAS, the Municipality Ad Valorem TIF Revenues, the Sales Tax TIF Revenues, and the County Ad Valorem TIF Revenues shall be hereinafter referred to as the "TIF Revenues";

WHEREAS, the Municipality has previously issued a portion of the Bonds in its Tax Increment Financing Revenue Bonds, Series 2017 (Byram Town Center Project), in the principal amount of \$4,700,000, dated and issued August 16, 2017 (the "Series 2017 Bonds"), for the partial reimbursement to the Developers of the costs of the Project;

WHEREAS, the Municipality will size any series of the Bonds so that the principal amount of the Bonds will equal the lesser of (1) such amount as can be retired out of the projected TIF Revenues (for this purpose using only 50% of its Sales Tax TIF Revenues), as determined by the Municipality, and (2) 5,500,000, less the principal amount of \$4,700,000 of the Series 2017 Bonds, equaling \$800,000;

WHEREAS, part or all of the Project and part or all of the Infrastructure Improvements has been or will be constructed by the Developers prior to the issuance of the Bonds;

WHEREAS, the Municipality has determined with respect to any of the Infrastructure Improvements to be owned by the Developers, that it is in the best interests of the Municipality for such property to be owned by the Developers and not by the Municipality;

WHEREAS, after the sizing of the issue of any series of the Bonds has been determined as described above, and the Bonds have been issued, the proceeds of the Bonds shall be first used to pay costs of the issuance of the Bonds, as determined by the Municipality, and such proceeds of the Bonds shall be next used for the reimbursement (the “Reimbursement Portion”) to the Developers for such portion of the costs of the Infrastructure Improvements that does not exceed the remaining proceeds of the Bonds, and does not exceed the costs advanced by the Developers for the Infrastructure Improvements;

WHEREAS, this Second Amended Development Agreement is authorized by the Act; and

WHEREAS, as required by the Act, this Second Amended Development Agreement is being executed and delivered in order to restate and amend the agreement between the Developers and the Municipality for the construction of the Project and the reimbursement to the Developers for a portion of the costs of the Infrastructure Improvements in an amount not to exceed the Reimbursement Portion of the Bonds.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE MUNICIPALITY AND THE DEVELOPERS HEREBY AGREE AS FOLLOWS:

SECTION 1. The Municipality shall, subject to the provisions of this Second Amended Development Agreement and the issuance of the Bonds, reimburse the Developers for all or a portion of its expenditures pursuant to this Second Amended Development Agreement for the Infrastructure Improvements up to the available proceeds of the Bonds upon the filing of a requisition request in substantially the form attached hereto as **Exhibit A** (the “Requisition”), along with proof satisfactory to the Municipality showing that the expenditures to be reimbursed were expended for any of the Infrastructure Improvements eligible for reimbursement under the TIF Plan and the Act, and that the payments have been made.

SECTION 2. The Project, including the Infrastructure Improvements, has been constructed and acquired by the Developers in multiple phases as set forth in the TIF Plan and have resulted in expenditures for the Infrastructure Improvements equal to or more than \$5,500,000 and in costs of the Project estimated as set forth in the TIF Plan. The Municipality will issue the final series of the Bonds, in one or more series and in the principal amount as may be reasonably determined by the Municipality in accordance with fact, to defray the costs of the Infrastructure Improvements, equal to the lesser of:

(a) Such amount as can be retired out of the projected TIF Revenues (but for this purpose using only 50% of its Sales Tax TIF Revenues), as determined by the Municipality, and

(b) \$5,500,000, less the principal amount of \$4,700,000 of the Series 2017 Bonds, equaling \$800,000.

The Municipality will deliver the final series of the Bonds, in an amount not to exceed \$800,000, as soon as the Developers are able to demonstrate to the satisfaction of the Municipality that projected TIF Revenues described for sizing purposes above will provide funds sufficient to make the payment of the Bonds; however, such portion of the TIF Revenues consisting of the County Ad Valorem TIF Revenues and the Municipality Ad Valorem TIF Revenues shall be

projected by the Tax Assessor of the County (which projection may be obtained prior to the property on which the County Ad Valorem TIF Revenues and the Municipality Ad Valorem TIF Revenues are projected being placed on the tax rolls of the County), or shall be projected by a financial advisor or a consultant acceptable to the Municipality and knowledgeable and experienced in making such projections.

The Bonds to be issued pursuant to this Second Amended Development Agreement shall be issued within eleven years of the execution date of this Second Amended Development Agreement. The Municipality pledges to use its best efforts to issue the Bonds in the principal amount determined to be appropriate pursuant to this Section and to accomplish the issuance of such principal amount of the Bonds as is justified by information presented within the specified time frame.

SECTION 3. The acquisition and construction of all or any portion of the Infrastructure Improvements by the Developers will be at Developers' own cost prior to the delivery of any series of the Bonds and to the extent allowed by law and this Second Amended Development Agreement, the Municipality will reimburse the Developers for its expenditures so incurred in amounts not to exceed the proceeds of the Bonds available for such purpose for the Infrastructure Improvements when any series of the Bonds are delivered and the proceeds of the Bonds are received by the Municipality; provided however, that all of the Infrastructure Improvements shall be constructed in compliance with all applicable Municipality standards, codes, and ordinances.

SECTION 4. (a) The Municipality and the Developers agree that at such time as any series of the Bonds are sold and delivered, the Municipality shall deposit any premium or accrued interest in a debt service fund, any funds (if any) that may be necessary or advisable into a debt service reserve fund, and the remaining proceeds of the Bonds into a "construction fund" of the Municipality (the "Construction Fund"). From the Construction Fund, the Municipality shall first set aside or pay an amount sufficient to pay the Municipality's outstanding obligations incurred in connection with the Project, if any, including costs of issuance of the Bonds, and then, in the Municipality's sole discretion, may establish a capitalized interest fund as a reserve to pay interest on the Bonds which would be due and payable prior to the date when the first incremental increase in taxes is received. The proceeds of the Bonds shall next be used to reimburse the Developers for all eligible costs and expenditures made by the Developers in connection with acquisition and construction of the Infrastructure Improvements portion of the Project, and the remainder of the proceeds of the Bonds, if any, will remain in the Construction Fund of the Municipality to pay the remaining costs of the Infrastructure Improvements as the same may be incurred by the Developers or the Municipality, to the extent that the Developers have been fully reimbursed for their expenditures for the Infrastructure Improvements.

(b) Funds to be reimbursed to the Developers shall be allocated between BTC and Wal-Mart and paid as follows:

(1) Reimbursement funds shall be first used to pay all fees and other costs of issuance of any series of the Bonds, and any accrued interest shall be paid with the bond and interest fund set up for payment of the Bonds.

(2) Net of such fees and other costs of issuance of the Bonds, the first \$1,250,000 (up to the available proceeds of the Bonds) shall be paid as reimbursements to BTC upon its satisfactory documentation of such costs through a Requisition providing such evidence of expenses and costs to be reimbursed, as may reasonably be required by the Municipality.

(3) Thereafter, following the purchase of the property and fulfillment of the obligations described in that certain Purchase Agreement by and between BTC, LLC and Wal-Mart Real Estate Business Trust dated September 30, 2013, as the same may be amended from time to time (the "Purchase Agreement"), all reimbursements shall be made to Wal-Mart upon submission and approval of the Requisition, up to the lesser of the net amount of available proceeds of the Bonds, or the amount set forth in an approved Requisition, as described above: provided, however, that this sub-paragraph (3) shall become null and void if Wal-Mart does not purchase the property and otherwise satisfy the terms and conditions of the Purchase Agreement. In determining whether the Purchase Agreement has become null and void, the Municipality may conclusively rely upon written confirmation or opinion from counsel to each of the Developers.

(4) In the event that sub-paragraph (3) above becomes null and void according to its terms, then BTC shall be entitled to all the reimbursements up to the amount of available proceeds of the Bonds.

SECTION 5. The Developers hereby acknowledge and agree that the Municipality is not authorized to use its general funds to pay (or to reimburse the Developers) any part of the cost of the Project or the Infrastructure Improvements or cost and expenses incurred in connection with issuing the Bonds, and that the Municipality's obligation to expend funds or reimburse the Developers is limited to the proceeds of the Bonds, and in the event that any series of the Bonds are not sold and delivered, no resulting liability shall accrue to the Municipality, irrespective of expenditures made by the Developers in connection with construction of the Project. To the extent that proceeds of the Bonds are not sufficient to pay costs of the Infrastructure Improvements, the Developers shall be responsible for any costs the Developers have incurred for such purposes. The Municipality covenants and agrees to use its best efforts to issue the Bonds in the amounts, for the purposes and at the times contemplated herein, and covenants and agrees that the Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such Bonds, or by the lack of sufficient projected TIF Revenues to provide for the payments of the Bonds, in the amount provided for herein, as may reasonably be determined by the Municipality in accordance with fact.

SECTION 6. The Developers acknowledge and agree that they Developers have assumed the risk of proceeding with the construction and acquisition of the Project prior to the issuance and sale of any series of the Bonds and further acknowledges that the Municipality's sole source of funds available to pay the cost of the Infrastructure Improvements or reimburse the Developers for such costs are the proceeds of the Bonds.

SECTION 7. The Municipality hereby agrees that it will make all reasonable efforts to issue and deliver any series of the Bonds in a timely manner and represents to the Developers that, subject to construction, completion, and operation of the Project by the Developers and sufficiency

of TIF Revenues for the payment of the Bonds, it knows of no reason why any series of the Bonds will not be issued and delivered.

SECTION 8. If any provision of this Second Amended Development Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

SECTION 9. Any notice, request, complaint, demand, communication, or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

City of Byram, Mississippi
City Hall
5901 Terry Road
Byram Mississippi 39272
Attention: City Clerk

BTC, LLC
100 Calumet Gardens, Suite 100
Madison, Mississippi 39110
Attention: Yandell Wideman

Wal-Mart Real Estate Business Trust
2001 S.E. 10th Street
Bentonville, Arkansas 72716-5560
Attention: Legal Department — 8313
Store #6469-00

With copy to:

Wal-Mart Real Estate Business Trust
2001 S.E. 10th Street
Bentonville, Arkansas 72716-5560
Attention: Real Estate Director, Mississippi
Store #6469-00

SECTION 10. Prior to any reimbursement, the Developers will, respectively, present a description of any portion of the Infrastructure Improvements to be dedicated to the Municipality, if any. If any property is to be dedicated to the Municipality, the Developers shall inform the Municipality prior to any reimbursement and receive prior approval of such proposed dedication. Contingent on same being constructed in compliance with Municipality standards, codes and ordinances, the Municipality agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which is dedicated to the Municipality. The non-dedicated Infrastructure Improvements shall remain the property of the Developers or other private party and shall be maintained by the Developers or such other private party.

SECTION 11. Neither the Developers nor the Municipality shall assign its obligations or interests in this Second Amended Development Agreement without prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

SECTION 12. This Second Amended Development Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

DULY EXECUTED on the day and year first written hereinabove.

City of Byram, Mississippi

Mayor

City Clerk

(seal)

BTC, LLC

By: _____

Title: _____

Wal-Mart Real Estate Business Trust

By: _____

Title: _____

Exhibit A

Form of the Requisition for Payment

City of Byram, Mississippi

**Tax Increment Financing Revenue Bonds, Series 20__
(Byram Town Center Project)**

Requisition for Payment

The undersigned duly authorized representatives of BTC, LLC, and the Wal-Mart Real Estate Business Trust (together, the “Developers”), hereby request the City of Byram, Mississippi (the “Municipality”), to reimburse the Developers for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see the Second Amended Development and Reimbursement Agreement dated _____, 20__, for definitions of such terms):

- | | | |
|-----|------------------------------------|----------|
| (a) | Acquisition and Construction Costs | \$ _____ |
| (b) | Other Authorized Costs | \$ _____ |

Total Costs to be Paid or Reimbursed: \$ _____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor, or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein and to evidence that such costs have been paid.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the Municipality.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Infrastructure Improvements and such amounts have been paid.
4. The undersigned has no notice of any vendor’s, mechanic’s, or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests, or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this Requisition on this day, _____, 20__.

BTC, LLC

By: _____

Title: _____

Wal-Mart Real Estate Business Trust

By: _____

Title: _____

Approved by order of the Mayor and Board of Aldermen of the Municipality:

City of Byram, Mississippi

Mayor

City Clerk

(seal)



P.O. BOX 1463
RIDGELAND, MS 39158
(601) 601-0075 B108
(601) 601-0075 B109

January 12, 2024

Via Email only: spittman@gc-ms.net
Steve Pittman
Government Consultants, Inc.
116 Village Boulevard
Madison, MS 39110

RE: *Tax Increment Financing Plan, Byram Town Center Project, City of Byram, Mississippi, March 2011*

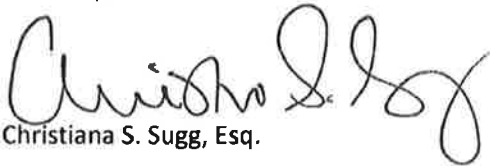
Dear Steve:

Enclosed please find tax increment financing (TIF) projections for the second series of bonds for the Byram Town Center project. Please note that the projections contemplate a deduct of 10% from the sales tax rebates to account for transferred sales. Based upon the Mississippi Department of Revenue's (MDOR's) most recent certification and data from the Hinds County Tax Assessor, the current TIF revenues (minus transferred sales) are in excess of the Additional Bonds Test required under the Bond Purchase Agreement. I have also attached a copy of the MDOR's certification and a spreadsheet summarizing the ad valorem data we received from the Hinds County Tax Assessor.

On behalf of BTC, LLC and Wal-Mart Real Estate Business Trust, please proceed with the issuance of the second series of TIF bonds.

We appreciate the City's continued commitment to the success of this project. Please let me know if I can be of further assistance to you on this.

Sincerely,



Christiana S. Sugg, Esq.

Cc: Brad Davis, Esq.
Debbie Horne, Esq.
Jerry Mills, Esq.
Yandell Wideman
Angela Richburg, City Clerk

BYRAM TOWN CENTER SERIES 2024 | NTE \$800,000

City of Byram, Mississippi

City TIF Revenues

(100% pledge)

Real Property	\$68,622
Personal Property	\$54,744
Total Sales Tax	\$1,026,246
10% transfer deduct	-\$102,625
Sales Tax for TIF	\$923,621
SUBTOTAL CITY TIF REVENUES:	\$1,046,988

City Revenues for Debt Service

100%	\$68,622
100%	\$54,744
50%	\$461,811
SUBTOTAL:	\$585,177

County TIF Revenues

(pledge of 50% of GF millage)

	13.7
Real Property	\$26,187
Personal Property	\$20,776
SUBTOTAL COUNTY TIF REVENUES:	\$46,962
TOTAL:	\$1,093,950

County Revenues for Debt Service

	\$26,187
	\$20,776
SUBTOTAL:	\$46,962
TOTAL:	\$632,139

Series 2017 Payment	\$474,610
Revenue for Coverage	\$1,093,950
Series 2017 Coverage:	2.30

Bonds:	\$800,000
Rate:	6.00%
Term:	15
Payment:	(\$82,370.21)
Required Revenue (1.3 DSC):	(\$107,081.27)
Revenue in Excess of Series 2017 pmt:	\$157,529

1/12/2024

BYRAM TOWN CENTER SERIES 2024 NTE \$800,000							
City of Byram, Mississippi							
TAX YEAR 2023					13.7	70.62	36.1
Address	Use	Parcel	True	Assessed	Hinds County	Hinds County Schools	City
401 Handley Blvd Byram MS	Chick Fil A	4851-238-2	\$666,060	\$99,910	\$1,368.77	\$7,055.64	\$3,606.75
211 Handley Blvd Byram MS	Newk's	4851-238-3	\$605,300	\$90,795	\$3,277.70	\$6,411.94	\$3,051.51
212 Handley Blvd Byram MS	Burger King	4851-238-4	\$423,610	\$63,092	\$864.36	\$4,455.56	\$2,123.27
5813 Terry Rd. Byram MS	Car Wash	4851-238-5	\$631,460	\$94,716	\$1,297.61	\$6,688.84	\$3,419.36
7395 S. Siwell Rd. Byram MS	Raising Canes	4851-271-1	\$878,770	\$131,816	\$1,805.88	\$9,308.85	\$4,758.56
131 Handley Blvd Byram MS	Wal-Mart	4854-205	\$9,540,670	\$1,431,101	\$19,606.08	\$101,064.35	\$51,662.75
2023 REAL PROPERTY TOTALS:			\$12,745,870	\$1,911,430	\$28,220.40	\$134,985.19	\$68,622.20
TAX YEAR 2023					13.7	70.62	36.1
Address	Use	ACCT#	True	Assessed	Hinds County	Hinds County Schools	City
401 Handley Blvd Byram MS	Chick Fil A	50938	\$535,860	\$80,380	\$1,101.21	\$5,676.44	\$2,901.72
211 Handley Blvd Byram MS	Newk's	47445	\$157,830	\$23,675	\$3,277.70	\$1,671.93	\$854.67
212 Handley Blvd Byram MS	Burger King	47450	\$174,170	\$26,127	\$357.94	\$1,845.09	\$943.18
5813 Terry Rd. Byram MS	Car Wash	51935	\$637,560	\$95,634	\$1,310.19	\$6,753.67	\$3,452.39
7395 S. Siwell Rd. Byram MS	Raising Canes	49910	\$53,860	\$8,080	\$110.70	\$570.61	\$291.69
131 Handley Blvd Byram MS	Wal-Mart	49624	\$8,550,440	\$1,282,566	\$17,571.15	\$90,574.81	\$46,300.63
2023 PERS PROPERTY TOTALS:			\$10,109,720	\$1,516,462	\$23,728.88	\$107,092.55	\$54,744.28

1/12/2024

Diversion Certificate



CITY OF BYRAM
PO BOX 720222
BYRAM MS 39272-0222

Date: May 02, 2023
Letter ID: L1078382624

City of Byram Sales Tax Diversion Byram Town Center Project As Diverted As Of March 31, 2023

Pursuant to and as required by Miss. Code Ann. Section 21-45-21, as amended, and a resolution duly adopted by the Mayor and Board of Aldermen of the City of Byram, Mississippi, dated on April 28, 2011 (the "Bond Resolution"), the Mississippi Department of Revenue, as authorized by the "Tax Increment Financing Act", Miss. Code Ann. Section 21-45-21, as amended (the "Act"), and after having been requested and authorized to do so by the Bond Resolution, does hereby certify that:

1. The Original Diversion Amount of the sales tax collected and diverted to the City from the Redevelopment Project as determined by the Mississippi Department of Revenue as of March 31, 2011 is \$0.00.
2. The Current Diversion Amount collected within the Redevelopment Project and diverted to the City and as determined by the Mississippi Department of Revenue as of March 31, 2023 is \$1,026,246.13.
3. On March 31, 2023 the incremental increase in diverted sales taxes resulting from the City sales tax is \$1,026,246.13 (the "Tax Increment").

For purposes of the Certificate, the following words and phrases shall have the following meaning:

"Current Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve month period ending March 31, 2011 and as of March 31 of each year thereafter as long as the Bonds are outstanding and as set forth in the Annual Diversion Certificate of the Mississippi Department of Revenue filed with the City.

"Original Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve month period ending March 31, 2011, as certified by the Mississippi Department of Revenue as required by Miss. Code Ann. Section 21-45-21, as amended.

"Redevelopment Project" shall mean the City of Byram, MS Project as described in detail in the Tax Increment Financing Plan, City of Byram, Mississippi, and approved by the Mayor and Board of Aldermen of the City on April 28, 2011 such project being located on a parcel of land described in EXHIBIT I of said plan.

"Tax Increment" shall mean the added increments of municipal ad valorem tax and sales tax revenue resulting from the taxation of the captured assessed value of the real and personal property contained within and forming a part of the Redevelopment Project site and the increased increment of sales tax collected within the boundaries of the Redevelopment

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # a.c.0021 v. 15

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Date: May 02, 2023
Letter ID: L1078382624

Project and diverted to the City when the original diversion amount is subtracted from the current diversion amount to the City which shall be so much of the additional tax revenues necessary and sufficient to pay the principal of and interest on the Bond and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the paying agent but shall not include ad valorem taxes for school district purposes nor ad valorem taxes levied and collected for and on behalf of the City of Byram, Mississippi.

Clera Hill, Auditor

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 5.b

FOR: Public Hearing for the purpose of determining whether or not a conditional use should be granted for a gas station/convenience store on property zoned C3 on Terry Road at Byram Parkway

INTRODUCED BY: Eric Munden, Building Official

ATTACHMENTS:

File Name

[Terry Rd-Byram Pkwy gas station cond. use.pdf](#)

[Sign on property.jpg](#)

[Notice of Public Hearing.pdf](#)

[Proof of Publication.pdf](#)

[DRC Minutes 1.18.24.pdf](#)

CITY OF BYRAM
REQUEST FOR CONDITIONAL USE
APPLICATION

Subject Property Address Tony Rd / Byram Parkway Byram, MS 4851-380
Owner Palwinder Singh
Address 150 bienville for Mableton, MS 39110
Phone # 6014976932
Current Zoning District C3
Use/Reason Gas station

Requirements of Applicant:

1. Letter stating reason for requested conditional use.
2. Copy of the written legal description.
3. Site plan of property.
4. \$250.00 fee required for processing.

Requirements for Granting Conditional Uses: (Section 5.600.15 - Zoning Ordinance)

A conditional use shall not be granted unless satisfactory provisions and arrangements have been met concerning all the following:

- a) Ingress and egress to property and proposed structures.
- b) Off-street parking and loading areas.
- c) Refuse and service areas.
- d) Utilities, with reference locations, availability and compatibility.
- e) Screening and buffering with reference to type, dimensions and character.
- f) Required yards and other open space.
- g) General compatibility with adjacent properties and other property in the district.
- h) Any other provisions deemed applicable by the Mayor/Board of Aldermen.

Applicant shall be present at the Mayor and Board of Alderman meeting. Documents shall be submitted thirty (30) days prior to the Mayor and Board of Alderman meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a conditional use.

R S 12/18/2023
Signature Date

Palwinder Singh
150 Bienville Drive
Madison MS 39110

Date: December 18, 2023

City of Byram City Hall
5901 Terry Road
Byram, MS 39272

Subject: Request for Conditional Use Permit for Gas Station Convenience Store on Terry Byram Parkway

Dear City of Byram Planning and Zoning Committee,

I hope this letter finds you well. My name is Palwinder Singh, I am writing to formally request a Conditional Use Permit for the development of a gas station convenience store on the land located at Terry Byram Parkway in Byram, MS. The property is currently zoned as C3, but as per local regulations, a conditional use permit is required for the proposed development.

The proposed gas station convenience store aligns with the strategic development plan for the area and will serve as a valuable asset to both residents and visitors. The convenience store will offer essential services and amenities, contributing to the overall convenience and accessibility of the community.

Details of the Proposed Development:

Location: Terry Byram Parkway, Byram, MS [Specify the exact address or parcel number if available].

Zoning: C3

Nature of Development: Gas Station Convenience Store

Benefits to the Community: Provide essential services, create job opportunities, and enhance local economic growth.

We have conducted a thorough analysis of the impact of the proposed development on the surrounding community, and we are committed to complying with all zoning regulations and environmental guidelines. We understand the importance of obtaining community input and ensuring that the development aligns with the long-term goals and vision of the City of Byram.

Enclosed with this letter, you will find detailed plans and documents outlining the proposed development, including architectural designs, traffic impact studies, and any other relevant information required by the Planning and Zoning Committee.

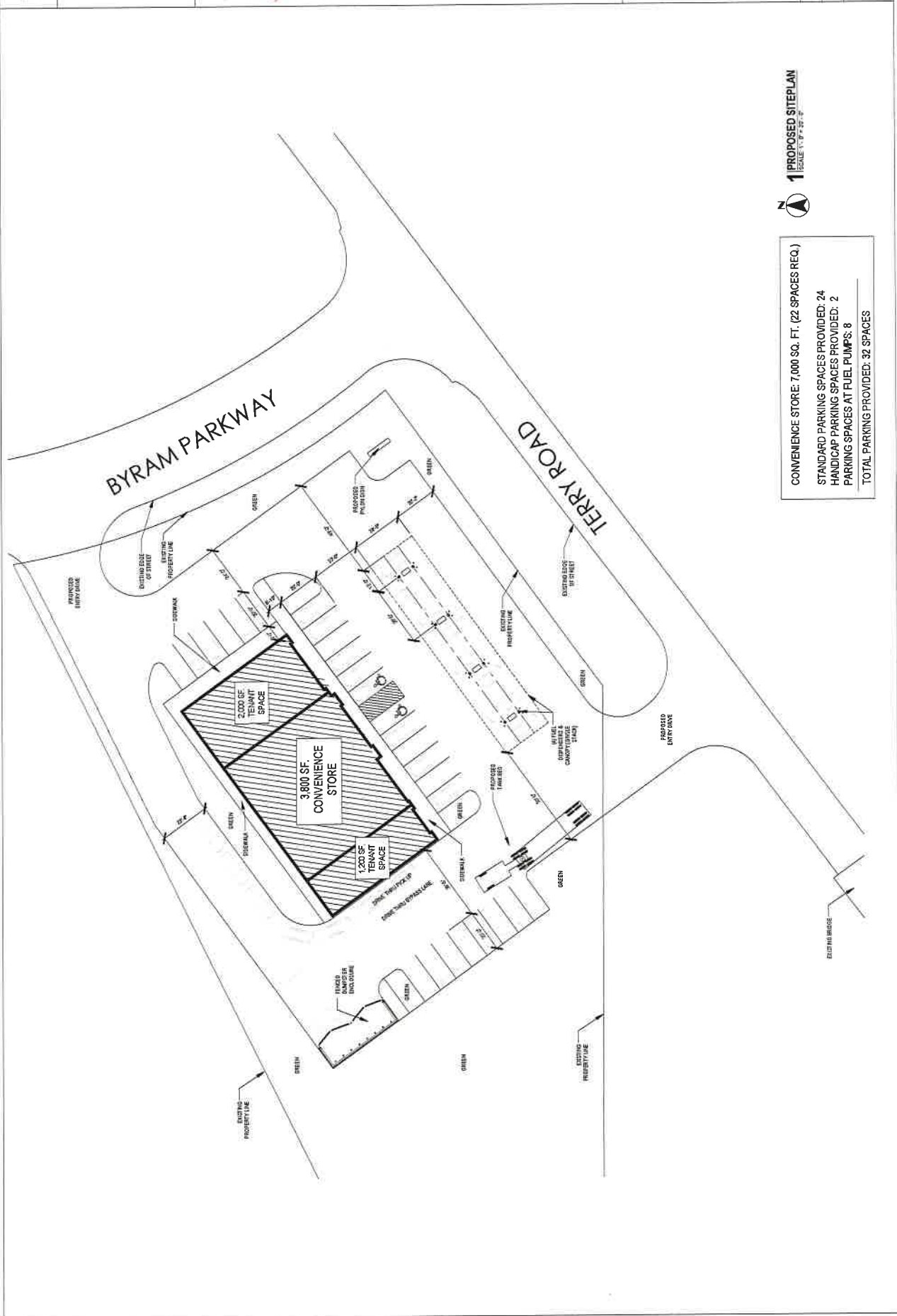
I kindly request the opportunity to present our proposal at the next available meeting of the Planning and Zoning Committee. Additionally, I am open to scheduling a meeting with the committee members to address any questions or concerns they may have regarding the project.

Thank you for considering our request. I look forward to the opportunity to discuss the proposed development in further detail and working together to contribute positively to the growth and prosperity of the City of Byram.

Sincerely,



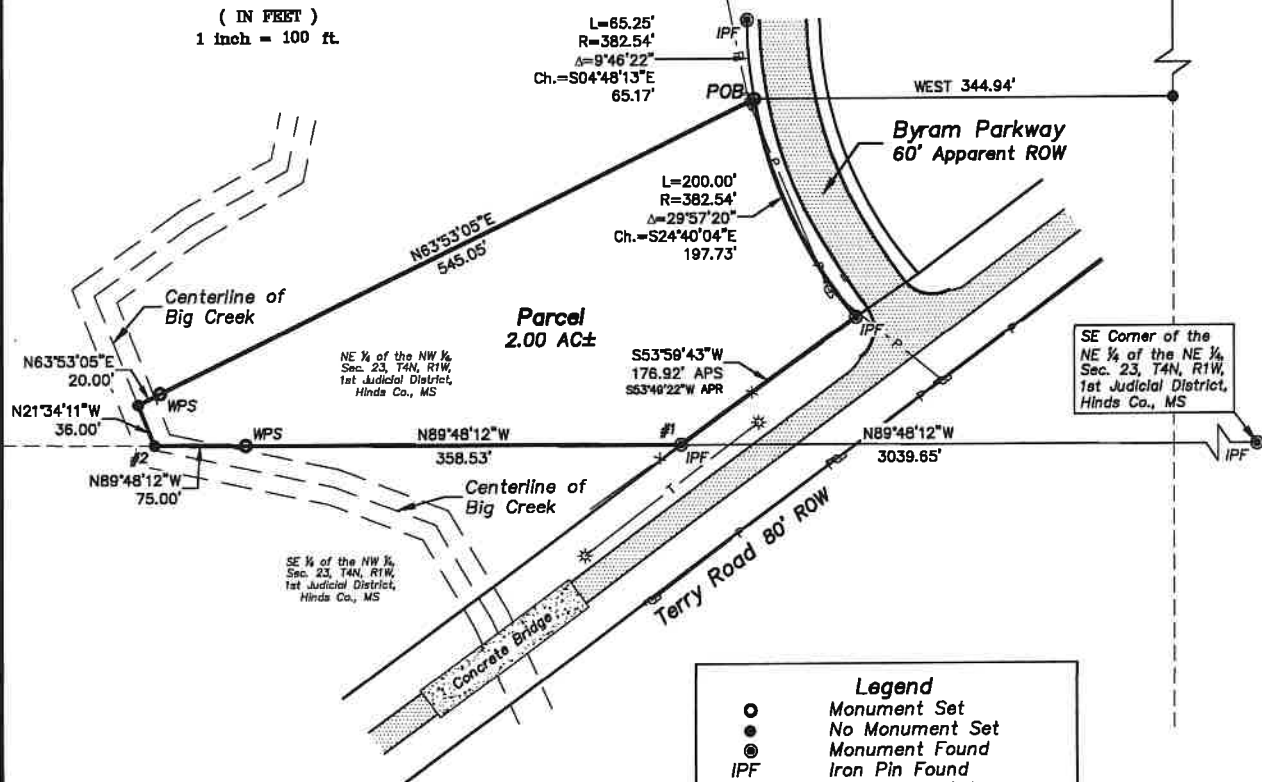
Palwinder Singh



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



Reference Materials

- 1) Hinds County Tax Map
- 2) GLO Township Plat
- 3) Instructions per client
- 4) Deed Book 5234, Page 236
- 5) Deed Book 7274, Page 3289
- 6) Deed Book 7209, Page 5775

Notes

- 1) No record search of easements was conducted.
- 2) Survey performed without the benefit of a title opinion.
- 3) 1/2"x18" rebar with cap set at all property corners, unless noted otherwise.
- 4) Orientation is based upon GPS Observation (Geodetic North).
- 5) Record call from #1 to #2 is S89°28'09"W for 252.47 feet.

Legal Description

A parcel of land located in the NE 1/4 of the NW 1/4 of Section 23, Township 4 North, Range 1 West, First Judicial District, Hinds County, Mississippi and being more particularly described as follows:

Commence at an iron pin found marking the NE Corner of the said NE 1/4 of the NW 1/4; thence South for 1,026.30 feet; thence West for 344.94 feet to an iron pin found on the western right of way line of Byram Parkway, said point also being the Point of Beginning; thence along said western right of way line along a curve to the left for 200.00 feet to an iron pin found on the northern right of way line of Terry Road, said curve having a radius of 382.54 feet, an included angle of 29 degrees 57 minutes 20 seconds and a chord of South 24 degrees 40 minutes 04 seconds East for 197.73 feet; thence South 53 degrees 59 minutes 43 seconds West along said northern right of way line for 176.92 feet to an iron pin found on the south line of the said NE 1/4 of the NW 1/4; thence North 89 degrees 48 minutes 12 seconds West along said south line for 358.53 feet to a witness pin set; thence continue North 89 degrees 48 minutes 12 seconds West along said south line for 75.00 feet to the centerline of Big Creek; thence North 21 degrees 34 minutes 11 seconds West along said centerline for 36.00 feet; thence North 63 degrees 53 minutes 05 seconds East for 20.00 feet to a witness pin set; thence continue North 63 degrees 53 minutes 05 seconds East for 545.05 feet back to the Point of Beginning. Said parcel contains 2.00 acres, more or less. Bearings in above description are based upon GPS Observation of Geodetic North.

Legend	
○	Monument Set
●	No Monument Set
⊙	Monument Found
IPF	Iron Pin Found
WPS	Witness Pin Set
APS	As Per Survey
APR	As Per Record
ROW	Right of Way
POB	Point of Beginning
⊕	Power Pole
*	Utility Pole
—P—	Overhead Electric Line
—T—	Overhead Telephone Line
—X—	Barbed Wire Fence

GPS Observation

LANDMARK SURVEYING, LLC

P.O. Box 580 • Meigs, Mississippi 39111
Phone: (601) 849-1700 Fax: (601) 849-1707

SCALE: 1" = 100'

DATE OF SURVEY: 03/16/2023

CLASS OF SURVEY: C

SURVEY FOR:

Buddy Brock

NE 1/4 OF NW 1/4
SECTION 23, T 4 N, R 1 W,
FIRST JUDICIAL DISTRICT,
HINDS COUNTY, MISSISSIPPI

BEARINGS DETERMINED BY: GPS Observation

SURVEYED BY: CM

DRAWN BY: CS



A parcel of land located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 4 North, Range 1 West, First Judicial District, Hinds County, Mississippi and being more particularly described as follows:

Commence at an iron pin found marking the NE Corner of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence South for 1,026.30 feet; thence West for 344.94 feet to an iron pin found on the western right of way line of Byram Parkway, said point also being the Point of Beginning; thence along said western right of way line along a curve to the left for 200.00 feet to an iron pin found on the northern right of way line of Terry Road, said curve having a radius of 382.54 feet, an included angle of 29 degrees 57 minutes 20 seconds and a chord of South 24 degrees 40 minutes 04 seconds East for 197.73 feet; thence South 53 degrees 59 minutes 43 seconds West along said northern right of way line for 176.92 feet to an iron pin found on the south line of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence North 89 degrees 48 minutes 12 seconds West along said south line for 358.53 feet to a witness pin set; thence continue North 89 degrees 48 minutes 12 seconds West along said south line for 75.00 feet to the centerline of Big Creek; thence North 21 degrees 34 minutes 11 seconds West along said centerline for 36.00 feet; thence North 63 degrees 53 minutes 05 seconds East for 20.00 feet to a witness pin set; thence continue North 63 degrees 53 minutes 05 seconds East for 545.05 feet back to the Point of Beginning. Said parcel contains 2.00 acres, more or less. Bearings in above description are based upon GPS Observation of Geodetic North.



PUBLIC NOTICE

THIS PROPERTY BEING
CONSIDERED FOR

Conditional use

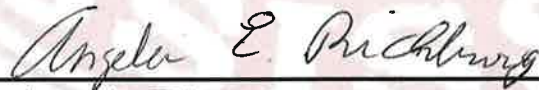
FOR FURTHER INFORMATION
CALL PLANNING & ZONING
601-372-7791

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to those parties in interest that there will be two Public Hearings at the Mayor and Board of Aldermen Meeting on Thursday, January 25th at 7:00 P.M., City Hall, 5901 Terry Road, Byram, on consideration of the following items:

- for the purpose of determining whether or not a Conditional Use shall be granted for a sports bar/pool hall in a C-4 Zoning District, 5547 I-55 South, Byram, MS.
- for the purpose of determining whether or not a conditional use shall be granted for a gas station/convenience store on the property zoned C3 at the intersection of Terry Rd and Byram Parkway:

All interested citizens are encouraged to attend and comment at the Public Hearing.



Posted by Angela Richburg, City Clerk, December 21st, 2023



Mississippi

PO Box 632030 Cincinnati, OH 45263-2030

GANNETT

PROOF OF PUBLICATION

CITY OF BYRAM-LEGALS

City Of Byram-Legals

PO Box 720222

Byram MS 39272-0222

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he/she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspapers editions date as follows:

12/22/2023

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 12/22/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$44.84

Order No: 9652662

Customer No: 1010689

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

Notice is hereby given to those parties in interest that there will be a public hearing on Thursday, January 25, 2024 at 7:00 P.M. at City Hall, 5901 Terry Rd, Byram MS, for the purpose of determining whether or not a conditional use shall be granted for a gas station/convenience store on the following described property at the intersection of Terry Rd and Byram Parkway zoned C3:

A parcel of land located in the NE 1/4 of the NW 1/4 of Section 23, Township 4 North, Range 1 West, First Judicial District, Hinds County Mississippi and being more particularly described as follows:

Commence at an iron pin found marking the NE corner of the said NE 1/4 of the NW 1/4; thence South for 1,026.30 feet; thence West for 344.94 feet to an iron pin found on the Western right-of-way line of Byram Parkway, said point also being the Point of Beginning; thence along said western right-of-way line along a curve to the left for 200.00 feet to an iron pin found on the northern right-of-way line of Terry Road, said curve having a radius of 382.54 feet, an included angle of 29 degrees 57 minutes 20 seconds and a chord of South 24 degrees 40 minutes 04 seconds East for 197.73 feet; thence South 53 degrees 59 minutes 43 seconds West along said northern right-of-way line for 176.92 feet to an iron pin found on the south line of the said NE 1/4 of the NW 1/4; thence North 89 degrees 48 minutes 12 seconds West along said south line for 75.00 feet to the centerline of Big Creek; thence North 21 degrees 34 minutes 11 seconds West along said centerline for 36.00 feet; thence North 63 degrees 53 minutes 05 seconds East for 20.00 feet to a witness pin set; thence continue North 63 degrees 53 minutes 05 seconds East for 545.05 feet back to the Point of Beginning. Said parcel contains 2.00 acres, more or less. Bearings in above description are based upon GPS Observation of Geodetic North.

12/22/23 9652662



City of Byram
DRC Meeting January 18, 2024, 10:00 a.m.
Public Works

Agenda:

1. Conditional Use for a Bar/Nightclub @ the old Sears Building
2. Conditional Use for a Gas station/convenience store at the corner of Terry Rd. and Byram Parkway
3. Variance for a Medical Marijuana Cultivation/Processing facility @ 5477 I-55 S Frontage Rd.

Present:

Eric Munden, Building Official
Bill Miley, Director of Public Works
Ricky Thompson, Code Enforcement
Chief David Errington
Lt Ricardo Kincaid
Fire Marshall Michael Sterling
Cheri Bridges, Administrative Assistant

1. Conditional Use for a Bar/Nightclub @ the old Sears Building
 - The DRC Members were all in agreement to deny this request because it would be detrimental to the public health, safety, or general welfare due to the potential increased number of intoxicated drivers.
 - The Fire Department recommends a sprinkler system.
 - Public Works- Not enough parking for the size of the building per City of Byram Ordinance 3.37.2 3B
2. Conditional use for a Gas station / convenience store at the corner of Terry Rd. and Byram Parkway
 - Public Works need a more detail traffic plan before granting a Conditional Use
3. Variance for a Medical Marijuana Cultivation / Processing facility @ 5477 I-55 S Frontage Rd.
 - The DRC Members recommend a ventilation system
 - The Police Department recommends a security camera & gate

Approved: _____

Bill Miley

Date: 1-18-24

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 5.c

FOR: Public Hearing for the purpose of determining whether or not a conditional use should be granted for a sports bar/pool hall in a C-4 zoning district at 5547 I-55 South, Byram

INTRODUCED BY: Eric Munden, Building Official

ATTACHMENTS:

File Name

[Conditional Use Application.pdf](#)

[Notice of Public Hearing.pdf](#)

[Sign on property.jpg](#)

[Proof of Publication.pdf](#)

[DRC Minutes 1.18.24.pdf](#)

7784

CITY OF BYRAM
REQUEST FOR CONDITIONAL USE
APPLICATION

Subject Property Address 5547 I-55 S. Byram, MS

Owner John Strong

Address 1320 Dorgan St. Jackson, MS 39204

Phone # 601-259-4895

Current Zoning District _____

Use/Reason Sports Bar / ~~Cigar Lounge~~ / Pool Hall / Party Rooms

Requirements of Applicant:

1. Letter stating reason for requested conditional use.
2. Copy of the written legal description.
3. Site plan of property.
4. \$250.00 fee required for processing.

Requirements for Granting Conditional Uses: (Section 5.600.15 - Zoning Ordinance)

A conditional use shall not be granted unless satisfactory provisions and arrangements have been met concerning all the following:

- a) Ingress and egress to property and proposed structures.
- b) Off-street parking and loading areas.
- c) Refuse and service areas.
- d) Utilities, with reference locations, availability and compatibility.
- e) Screening and buffering with reference to type, dimensions and character.
- f) Required yards and other open space.
- g) General compatibility with adjacent properties and other property in the district.
- h) Any other provisions deemed applicable by the Mayor/Board of Aldermen.

Applicant shall be present at the Mayor and Board of Alderman meeting. Documents shall be submitted thirty (30) days prior to the Mayor and Board of Alderman meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a conditional use.

John Strong
Signature

12-19-23
Date

Return to: Eric Munden, Building Official
Post Office Box 720222 Byram, MS 39272
emunden@byram-ms.us

Letter of Intent

Boomerang Bar and Grill, LLC is a Sports Bar that will offer an entertainment venue along the I-55 Corridor. By occupying 5547 I-55 S. Boomerang will offer the citizens of Byram a place to dine and have a beer or drink a cocktail while watching their favorite sports. There will also be a cigar lounge, pool hall, performance stage for live bands or comedians, live dj, and private party rooms for celebrations such as birthday parties, wedding receptions, anniversaries etc.

Security Measures are a well-lit parking lot, security cameras inside and outside, no loitering on the premises, security guards, metal detectors.

Hours of Operation: Sun-Wed 11:00AM-11:00PM

Thur. 11:00AM-12AM

Fri-Sat. 11:00AM-2AM

INDEXING INSTRUCTIONS

§13-T4N-R1W

part SE NW

**STATE OF MISSISSIPPI
COUNTY OF HINDS
FIRST JUDICIAL DISTRICT**

The bearings and distances in the following description are based on the Mississippi State Plane Coordinate System (West Zone, NAD 83, NAVD 88, Geoid 18, having a Ground to Grid, Combined Scale factor of 0.99994155504312, a Convergence angle of 01°45'26" (NE) at the POINT OF BEGINNING, derived from a GCGC (USM) Network Observation, said point having a Value of N: 978,281.42, E: 2,320,991.98, Z: 277.57 on said coordinate system.

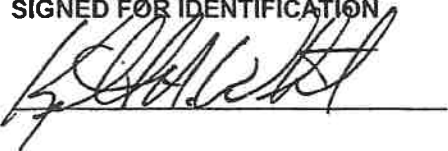
A 1.57 acre, more or less, parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 13, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi, and being more particularly described as follows, To Wit:

COMMENCING at a found 1/2 inch rebar marking the Southeast Corner of Lot 1 of Magnolia Bluff Part 1 as recorded in Cabinet "C", Slot 346 of the Chancery Clerks Office, First Judicial District, Hinds County, Mississippi; thence South for a distance of 1,871.83 feet to a point; thence West for a distance of 61.43 feet to a found 1/2 inch rebar on the West Right of Way of I-55 South Frontage Road (as is now laid out and in use October 2023) and the POINT OF BEGINNING;

1. Thence along said Right of Way run South 26 Degrees 35 Minutes 42 Seconds West for a distance of 185.04 feet to a found 1/2 inch rebar;
2. Thence leaving said Right of Way run North 62 Degrees 58 Minutes 28 Seconds West for a distance of 307.40 feet to a set 1/2 inch x 18 inch rebar with cap;
3. Thence North 62 Degrees 40 Minutes 26 Seconds West for a distance of 90.50 feet to a set PK Nail with washer;
4. Thence North 41 Degrees 36 Minutes 08 Seconds East for a distance of 144.79 feet to a found galvanized fence post;
5. Thence South 48 Degrees 33 Minutes 41 Seconds East for a distance of 81.86 feet to a found 1/2 inch rebar;
6. Thence North 39 Degrees 57 Minutes 26 Seconds East for a distance of 129.83 feet to a found 1/2 inch rebar;
7. Thence along a curve to the left with a radius of 280.00 feet and an arc length of 190.91 feet (chord = South 43 Degrees 44 Minutes 47 Seconds East - 187.23 feet) to a found 1/2 inch rebar;
8. Thence South 62 Degrees 55 Minutes 07 Seconds East for a distance of 74.94 feet back to the POINT OF BEGINNING.

Containing an area of 1.57 acres, more or less, according to the survey of R.E.D. Land Surveying, LLC, dated October 4, 2023. And being the same property conveyed to Red Star Auto Brokers, Inc., in Book 7298, Page 1596.

SIGNED FOR IDENTIFICATION



STATE OF MS
COUNTY OF HINDS
FILED-RECORDED
1ST DISTRICT

2023 NOV -8 PM 3:03

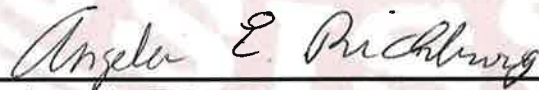
BOOK 7298
PAGE 4535
EDDIE JEAN CARR
CHANCERY CLERK

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to those parties in interest that there will be two Public Hearings at the Mayor and Board of Aldermen Meeting on Thursday, January 25th at 7:00 P.M., City Hall, 5901 Terry Road, Byram, on consideration of the following items:

- for the purpose of determining whether or not a Conditional Use shall be granted for a sports bar/pool hall in a C-4 Zoning District, 5547 I-55 South, Byram, MS.
- for the purpose of determining whether or not a conditional use shall be granted for a gas station/convenience store on the property zoned C3 at the intersection of Terry Rd and Byram Parkway:

All interested citizens are encouraged to attend and comment at the Public Hearing.



Posted by Angela Richburg, City Clerk, December 21st, 2023

PUBLIC NOTICE

**THIS PROPERTY BEING
CONSIDERED FOR
CONDITIONAL USE.**

**FOR FURTHER
INFORMATION CALL
PLANNING & ZONING.
801-372-7791**



Mississippi
GANNETT

PO Box 632030 Cincinnati, OH 45263-2030

PROOF OF PUBLICATION

CITY OF BYRAM-LEGALS
City Of Byram-Legals
PO Box 720222
Byram MS 39272-0222

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he/she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspapers editions date as follows:

12/27/2023

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 12/27/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$20.28

Order No: 9663933

Customer No: 1010689

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

**NOTICE OF PUBLIC
HEARING**

**NOTICE IS HEREBY
GIVEN** to those parties in interest that there will be a Public Hearing at the regular Meeting of the Mayor and Board of Aldermen on January 25, 7:00 P.M, 2024 at City Hall, 5901 Terry Road, Byram, for the purpose of determining whether or not a Conditional Use for a sports bar/pool hall shall be allowed in a C-4 Zoning District, 5547 I-55 South, Byram, MS.

Public Hearing in relation thereto shall provide parties in interest, and citizens, an opportunity to be heard.

Approved: Mayor Richard White

Attest: City Clerk, Angela Richburg

12/28/23 9663933





City of Byram
DRC Meeting January 18, 2024, 10:00 a.m.
Public Works

Agenda:

1. Conditional Use for a Bar/Nightclub @ the old Sears Building
2. Conditional Use for a Gas station/convenience store at the corner of Terry Rd. and Byram Parkway
3. Variance for a Medical Marijuana Cultivation/Processing facility @ 5477 I-55 S Frontage Rd.

Present:

Eric Munden, Building Official
Bill Miley, Director of Public Works
Ricky Thompson, Code Enforcement
Chief David Errington
Lt Ricardo Kincaid
Fire Marshall Michael Sterling
Cheri Bridges, Administrative Assistant

1. Conditional Use for a Bar/Nightclub @ the old Sears Building
 - The DRC Members were all in agreement to deny this request because it would be detrimental to the public health, safety, or general welfare due to the potential increased number of intoxicated drivers.
 - The Fire Department recommends a sprinkler system.
 - Public Works- Not enough parking for the size of the building per City of Byram Ordinance 3.37.2 3B
2. Conditional use for a Gas station / convenience store at the corner of Terry Rd. and Byram Parkway
 - Public Works need a more detail traffic plan before granting a Conditional Use
3. Variance for a Medical Marijuana Cultivation / Processing facility @ 5477 I-55 S Frontage Rd.
 - The DRC Members recommend a ventilation system
 - The Police Department recommends a security camera & gate

Approved: _____

Bill Miley

Date: 1-18-24

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 5.d

FOR: Public Hearing for consideration of a variance under the Mississippi Medical Cannabis Act for a cultivation facility and processing facility in a C-4 district

INTRODUCED BY: Eric Munden, Building Official

ATTACHMENTS:

File Name

[medical marijuana variance.pdf](#)

[DRC Minutes 1.18.24.pdf](#)

BEFORE THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BYRAM, HINDS COUNTY, MISSISSIPPI

JEREMY V JONES - GRH PROPERTIES, LLC

PETITIONER

(NAME OF PETITIONER(S))

PETITION AND APPLICATION FOR ZONING VARIANCE

COMES NOW, JEREMY V JONES - GRH PROPERTIES, LLC, (the "Petitioner") and respectfully petitions the Mayor and Board of Aldermen of the City of Byram, Mississippi, to grant a zoning variance from those requirements set forth in the City of Byram Zoning Regulations Ordinance of May 2019, as more specifically described in this Petition for the real property described in this Petition, and in support of this Petition would show as follows:

1. The name of the Petitioner is JEREMY V. JONES - GRH PROPERTIES, LLC (hereinafter referred to as "Petitioner").

2. The Petitioner's mailing address is P.O. BOX 819, EUFAULA, OKLAHOMA 74432
_____ and the Petitioner's attorney or representative's mailing address is NOT APPLICABLE - PRO SE.

3. The Petitioner's phone number is 918-618-2262 and the Petitioner's attorney's phone number is NOT APPLICABLE - PRO SE.

4. The record title holder of the property is J & J COMMERCIAL, LLC and a copy of the property deed is attached hereto as Exhibit "A".

5. If the Petitioner is not the owner of the property, the owner's address is 6119 KAYBROOK DRIVE BYRAM, MISSISSIPPI 39272, and the owner's property deed is attached hereto as Exhibit "A".

6. A copy of the written authority of the owner's representative to act on behalf of the owner is attached hereto as Exhibit "B".

7. The street address of the property is 5477 I-55 SOUTH FRONTAGE ROAD, Byram, Mississippi 39272, and the complete legal description of the property is:
BEG 845 FT S & 964 FT W NE COR NW 1/4 NE 1/4 NELY 104.7 FT NWLY 218.8 FT SWLY 120.3 FT SELY 226 FT NELY 15.3 FT TO POB
SEC 13 T4 R1W TOWN OF BYRAM - TAX PARCEL 4851-201

8. A copy of a plat or map of the property is certified by a licensed land surveyor is attached as Exhibit "C".

9. A map or plat of the subject property and surrounding properties is attached as Exhibit "B".

10. The property is presently zoned C-4, according to the official zoning map for Byram, Mississippi.

11. A list of the names and addresses of all owner's of property within 300 feet of the subject property according to the most recent county tax roll is attached as Exhibit "E" to this Petition.

12. Petitioner requests that it be granted a zoning variance from the zoning requirements set forth in Section 5.600.15 of the Zoning Regulations Ordinances of the City of Byram, Mississippi, which requires THAT ALL CONDITIONAL USES BE APPROVED BY THE MAYOR AND BOARD OF ALDERMEN WHICH IN THIS CASE IS TO ALLOW FOR AN INDUSTRIAL/AGRICULTURAL BUSINESS TO OPERATE IN A C4 ZONING AREA.

13. Petitioner intends to use the subject property in accord with its present zoning classification for MEDICAL MARIJUANA CULTIVATION, PROCESSING AND TRANSPORTATION.

14. Petitioner requests a zoning variance to change the zoning requirements to ALLOW FOR THE OPERATION OF LICENSED MEDICAL MARIJUANA CULTIVATION, LICENSED MEDICAL MARIJUANA PROCESSING AND LICENSED MEDICAL MARIJUANA TRANSPORTATION BUSINESSES IAW TITLE 15 PART 22 SUBPART 5,6,7.

15. The variance from the zoning setback requirements is requested so that the Petitioner can NOT APPLICABLE.

16. The conditions and circumstances which have caused this request are not the result of the actions of the Petitioner, but result from REGULATIONS FOUND IN MISSISSIPPI CODE TITLE 15 PART 22 SUBPART 5.

17. No special privilege will be granted to the Petitioner by the approval of this zoning variance which is not enjoyed by other property owners within this use district classification (zoning district). Other properties which enjoy the requested dimensions within the same zoning district are: NOT APPLICABLE

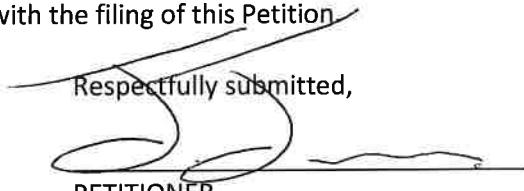
18. Petitioner believes that the reasons set forth in this Petition justify the granting of the variance, and the requested variance constitutes the minimum allowable deviation from the zoning requirements of the Zoning Ordinance, while at the same time allowing for responsible use of the property as A MEDICAL MARIJUANA CULTIVATION, PROCESSING AND TRANSPORTATION FACILITY.

19. Petitioner would show that the planned use of the property and the requested variance would be in harmony with the general purpose and intent of the Zoning Ordinance, and would not be injurious to the neighborhood, the adjoining property or detrimental to the public welfare.

20. The required filing fee has been paid with the filing of this Petition

12-13-23
Date

Respectfully submitted,


PETITIONER

11
120

1499274

Prepared by:

Dewey B. Miller, Attorney MB# 3279
Tammy N. Miller, Attorney MB# 99775
12 Woodgate Drive, Suite C
Brandon, Mississippi 39042
(601-825-5220)

NO TITLE SEARCH
DONE AT PARTIES
REQUEST

Record and Return to:

M-TEC, Inc.
12 Woodgate Drive, Suite C
Brandon, Mississippi 39042
(601-825-5220)

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged,

James T. Moser, Jr. and Janice G. Moser

6119 Kay Brook Dr.
Byram, MS 39272

Tel: 601-260-3018

does hereby convey and quitclaim unto

J and J Commercial, LLC

A Mississippi limited liability company

6119 Kay Brook Dr.
Byram, MS 39272

Tel: 601-260-3018

all fee simple title in and to the land and property situated in Hinds County, State of Mississippi, described as follows, to-wit:

5477 I-55 SW, Frontage Road, Byram, MS

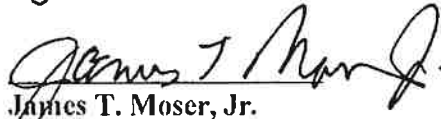
Land lying and being a part of the NW ¼ of the NE ¼ of Section 13, Township 4 North, Range 1 West, Hinds County, Mississippi, being more particularly described in Exhibit (A) attached hereto for legal description; together with all improvements thereon and appurtenances thereunto belonging.

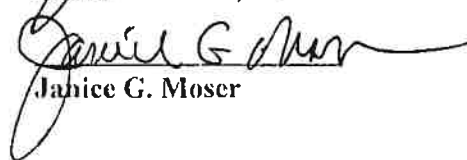
INDEXING INSTRUCTIONS: the NW ¼ of the NE ¼ of Section 13, Township 4 North, Range 1 West, Hinds Co., MS.

SUBJECT to the prior reservation of all oil, gas, and other minerals in, on, or under the above described land.

SUBJECT to any and all ad valorem taxes, rights-of-way and/or easements for public roads and/or public utilities located on, over, and across the above described land as shown by the Land Deed Records on file in the office of the Chancery Clerk of Hinds County, Mississippi.

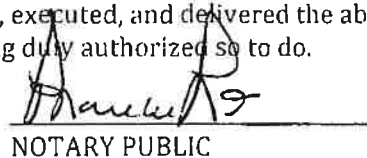
WITNESS MY SIGNATURE this 31 day of August, 2015.


James T. Moser, Jr.


Janice G. Moser

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY came and appeared before me, the undersigned authority in and for the said county and state, on the 31 day of August, 2015, within my jurisdiction, the within named **James T. Moser and wife, Janice G. Moser** who acknowledged that they signed, executed, and delivered the above and foregoing instrument in said representative capacity, after being duly authorized so to do.


NOTARY PUBLIC

MY COMMISSION EXPIRES



EXHIBIT A

A lot or parcel of land lying in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirteen (13), Township Four (4) North, Range One (1) West, in the First Judicial District of Hinds County, Mississippi and being described by metes and bounds as follows to-wit:

Beginning at a point on the West R.O.W. line of the New Highway No. 51 Service road (U.S. Interstate #55) which point is 845 feet South and 964 feet West of the Northern corner of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the aforesaid Section Thirteen (13), thence from said point of beginning run thence North 28 degrees and 55 minutes East along the west R.O.W. line of said Highway a distance of 104.7 feet; thence turning to the left through an angle of ninety (90) degrees run North 61 degrees 05 minutes West a distance of 218.8 feet to a point on the East R.O.W. line of the Jackson-Terry Road (Old Highway #51); thence south 32 degrees and 16 minutes West along said R.O.W. a distance of 60 feet; thence South 35 degrees and 01 minutes West along said R.O.W. a distance of 60.3 feet; thence leaving said R.O.W. of Jackson-Terry Road run South 61 degrees and 05 minutes East a distance of 226 feet to a point on the West R.O.W. of Service Road of New Highway #51; thence North 28 degrees and 55 minutes East a distance of 15.3 feet along the West R.O.W. of said Highway to the point of beginning. NOTE: There is excepted from this conveyance an easement along the West side thereof for a gas line. Also the grantor herein reserves one half (1/2) of all oil, gas and minerals on above and below the above described property which is vested in him.

STATE OF MS
COUNTY OF HINDS
FILED-RECORDED
1ST DISTRICT

2015 SEP -4 PM 3: 03

BOOK 7179
PAGE 7653
EDDIE JEAN CARR
CHANCERY CLERK

EXHIBIT A

Warranty Deed:

5477 I-55 Sout Frontage Road

Byram, MS 39272

EXHIBIT B

**Copy of Contract to Purchase Property
To Include Contingencies**

Property:

**5477 I-55 South Frontage Road
Byram, MS 39272**



CONTRACT FOR THE SALE AND PURCHASE OF IMPROVED COMMERCIAL REAL ESTATE

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

1. **1. PARTIES. Buyer GRH Properties, LLC**
2. **Seller J & J Commercial, LLC**
3. Buyer(s) agree to buy and Seller(s) agree(s) to sell, the herein described property on the terms and conditions set forth herein.
4. **2. PROPERTY. Description: SEC 845 FT S & 964 FT W NE COR NW 1/4 NE 1/4 NELY 104.7 FT NWLY 218.8 FT**
5. **SWLY 120.3 FT SELY 226 FT NELY 15.3 FT TO POB SEC 13 T4 R1W TOWN OF BYRAM For**
6. **5477 I-55** in **Byram** **39272** **MS** **County, MS.**
7. (street address, if available) (city/town/zip code)
8. The property is further described as tax parcel # **4851-201** in the public
9. records of the county within which the property is located, the exact legal description to be determined by survey (if agreed).
10. Property includes all improvements as they now exist on the Property including, but not limited to, improvements, fences, wells, etc.
11. Prior to Closing, Seller may remove only the following (if any, insert description here):
12. **All Personal Property**
- 13.
- 14.
15. Unless otherwise stated in Special Provisions or any attached addendum, all mineral rights held by Seller(s) shall be transferred to
16. Buyer(s) at Closing.
17. **3. PURCHASE PRICE. Buyer agrees to pay a purchase price of \$ 275,000.00** ("Purchase
18. Price") by Federal Reserve wire transfer, Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i), or such
19. form as is approved in writing by Seller.
20. **4. EARNEST MONEY. (SELECT ONE):**
21. ☐ Buyer has tendered the sum of \$ _____ as Earnest Money to [CHECK ONE] ☐ Selling Broker
22. ☐ Listing Broker who shall be fully responsible for said Earnest Money at all times. Responsible Broker shall hold Earnest
23. Money until a binding Contract is entered into OR until such time as negotiations fail to result in a binding Contract, in which case
24. the Earnest Money shall be promptly returned to Buyer. Upon entry of the parties into a binding Contract, said Broker shall deposit
25. the Earnest Money into a federally insured trust account by the close of business of the next banking day following the Effective
26. Date of the Contract, where it shall be held until the transaction is successfully consummated (at Closing) or termination of the
27. transaction.
28. ☒ Buyer has not tendered Earnest Money. Buyer will tender within twenty-four (24) hours of the Effective Date (as defined
29. in Section 9(D)) of this Contract a sum of \$ **2,500.00** as Earnest Money to [CHECK ONE] ☐ Selling Broker
30. ☒ Listing Broker. Buyer's failure to tender said sum within twenty-four (24) hours of said Effective Date shall constitute a
31. material breach hereof and terminate the Contract unless Seller agrees in writing to extend the time for Buyer to tender Earnest
32. Money and Buyer thereafter timely tenders said Earnest Money. Failure of Buyer to timely tender Earnest Money by the deadline as
33. extended shall terminate the Contract.
34. ☐ See attached Earnest Money Escrow Agreement/Addendum.
35. Any Earnest Money delivered to a non-broker licensee shall immediately be delivered to the Broker responsible for the Earnest
36. Money deposit. In the event any Earnest Money check is dishonored by the bank on which it is drawn, Broker shall immediately
37. notify all parties involved. Should the transaction be terminated prior to Closing through no breach of Buyer, Broker shall return the
38. Earnest Money to Buyer when Buyer is rightfully entitled to it, allowing a reasonable time for clearance of any Earnest Money
39. check. Should the transaction be terminated prior to Closing by reason of Buyer's default and the Seller be entitled to the Earnest
40. Money by virtue of Section 10 hereof, Broker shall deliver the Earnest Money to Seller. In the event of uncertainty as to the proper

Page 1 of 7

DS
JJ



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F47 - Contract for the Sale and Purchase of Improved Commercial Real Estate

Rev. Date 06/2021-A

Courtesy Properties, 5110 Hwy 25, #61 Howard MS 39217
Don Erdmann

Phone: (601) 540-6275 Fax:
Produced with zipForm® by zipLogic 18070 Fifteen Mile Road, Freer, Michigan 48026 www.ziplogic.com

5477 I-55 S - GRH

41. disposition of Earnest Money, Broker shall interplead the funds in the appropriate court. In the event of interpleader, Buyer and
 42. Seller consent to (i) the filing of same by Broker; (ii) jurisdiction in the county where the property, or any part of it, lies; (iii) entry of
 43. an order discharging Broker upon deposit of the funds into court; and (iv) deduction against or reimbursement to Broker from the
 44. money interplead of all costs necessitated by the filing of the interpleader action, including reasonable attorney's fees, service of
 45. process fees and court costs.

46. **5. CONTINGENCIES.**

47. (A) Loan. ☐ Applicable ☒ Not Applicable (Check One)

48. If applicable, Contract is contingent upon Buyer(s) being approved for a new loan sufficient to close, provided that Buyer(s) makes
 49. timely application and good faith efforts to secure loan prior to Closing. Within five (5) business days after the Effective Date of
 50. the Contract, Buyer(s) will make application in proper form for the loan(s), shall cooperate with parties to obtain approval(s),
 51. diligently and timely pursue the same in good faith, execute all documents and furnish all information and documents required,
 52. and make timely payment of any costs of obtaining such loan approval. Failure of the Buyer(s) to make timely application for loan
 53. and exercise good faith efforts to facilitate its approval shall entitle the Seller(s) at its option to (A) excuse the failure and proceed
 54. with the transaction on such terms as the parties may agree to in writing in the form of an amendment to the Contract; OR (B) declare
 55. the Contract void and refund to Buyer(s) the earnest money deposit; OR (C) treat the failure as a Breach by Buyer(s) under paragraph
 56. 10 hereof.

57. (B) Due Diligence or Acceptance in Current Condition. (Select One):

58. ☒ Due Diligence. Buyer shall have a period of 30 days (the "Inspection Period") following the Effective Date
 59. of this Agreement to make, secure or review such physical, zoning, geotechnical, wetlands/environmental, civil engineering,
 60. governmental enactments, availability of utilities (including water, sewer, gas, electricity and/or storm water drainage), marketing and
 61. other investigations, tests and studies including, but not limited to, soil tests and borings, percolation tests, appraisal, survey,
 62. engineering, leases, zoning, title, subdivision, availability of insurance and financial statements, to determine if Buyer desires to
 63. purchase the Property. During the Inspection Period (i) Seller shall make available to Buyer all existing reports, statements, test results,
 64. studies and other items and documents in Seller's possession or control with respect to such matters; and (ii) Buyer and its contractors,
 65. employees, and agents shall have the right, subject to the rights of tenants under leases, if any, to enter upon the Property and make
 66. tests, studies and investigations while thereon, with reasonable advance notice to Seller and, if required by Seller, accompanied by a
 67. representative of Seller, for the purpose of inspecting and testing the Property. Buyer, in the exercise of such right of entry, shall use
 68. all reasonable efforts not to damage the Property or to interfere unreasonably with Seller's operation thereof or Seller's tenants. If
 69. Buyer's environmental site assessment of the Property during the Inspection Period includes the performance of any subsurface
 70. investigation, Seller acknowledges and agrees that, as between Buyer and Seller, Seller is the owner of such soil and water produced
 71. and Seller shall be solely responsible for the removal and disposal of soil and water produced in connection with such subsurface
 72. investigation. Buyer shall use all customary and reasonable techniques and practices to minimize the volume of soil and water that
 73. may be extracted during such subsurface investigation.

74. Buyer shall indemnify and hold Seller harmless for and from all costs, claims, damages or liability of any kind resulting from all
 75. acts or omissions of Buyer, its contractors, employees or agents arising out of or relating to the exercise of the right of entry set forth
 76. in this Section. The provisions of this Section shall survive the expiration or termination of this Agreement or Closing.

77. Before the end of the Inspection Period, in the event Buyer, in Buyer's sole discretion, determines that the Property is not suitable for
 78. Buyer's intended use, then Buyer shall have the option of canceling this Agreement by written notice to Seller delivered as other
 79. notices under this Agreement before the expiration of the Inspection Period stating that Buyer is canceling this transaction pursuant to
 80. this section, in which event Escrow Agent shall return all deposits to Buyer, whereupon both parties shall be released from all further
 81. obligations under this Agreement. Notwithstanding the foregoing, as a condition of the return to Buyer of any deposits, Buyer shall
 82. promptly deliver to Seller, at no cost to Seller, all originals or copies of documents relating to investigations, tests, studies and other
 83. materials obtained by Buyer from Seller with respect to the Property, together with all other due diligence documents and materials
 84. provided to Buyer by Seller. Buyer shall not retain copies of any documents provided to it by Seller during due diligence except
 85. those required by law.

86. In the event that Buyer does not exercise its right to cancel this Agreement under this section as set forth in the preceding paragraph,
 87. then Seller shall be irrevocably entitled to retain Buyer's deposits and the same shall become non-refundable, except in the event of
 88. Seller default or as may be otherwise set forth herein.



89. The parties may, by written agreement, provide for extensions of the Inspection Period and, to the extent any deadline as extended
 90. conflicts with the Closing deadline set forth in Section 6, such extensions shall control.
91. **OR**
92. ☐ **Acceptance in Current Condition.** Buyer(s) has/have inspected the property and find(s) same to be in satisfactory condition
 93. and accepts same in its current condition. Buyer(s) acknowledge(s) that neither Seller(s) nor Listing Broker nor Selling Broker
 94. or salespersons associated with this transaction have made any warranty, express, implied or otherwise, as to the Property, except
 95. such express warranties as the parties agree to in writing attached hereto, which shall survive Closing.
96. **(C) Pre-Closing Loss.** In the event of damage to the Property before Closing by virtue of causes beyond the parties' control, such
 97. as fire, flood, war, acts of God or other causes, Seller(s) shall, within three (3) calendar days of a loss or as soon thereafter
 98. as reasonably possible, notify Buyer(s) in writing of said damage, at which time Buyer(s) may, at Buyer's option:
 99. (1) cancel this contract and be entitled to the return of earnest money deposits; **OR**
 100. (2) waive any objection and proceed to Closing on the terms set forth in this Contract; **OR**
 101. (3) seek to reach suitable agreement with Seller(s) as to repair(s), assignment of insurance proceeds, extension of the Closing date
 102. and/or other adjustments to the Contract as may be agreed upon by the parties. Failure of the parties to reach a suitable agreement
 103. within five (5) calendar days after election by Buyer(s) to proceed under this option (3) shall automatically and without further
 104. notice cancel this Contract and entitle Buyer(s) to the return of earnest money deposits.
105. **6. CLOSING.**
106. **(A) Deadline to Close.** Closing (evidenced by delivery of deed and payment of Purchase Price) shall take place no later than 11:59
 107. p.m. (CST) on the 25th day of January, 2024 (the "Closing Date") or on such earlier date as agreed to by the
 108. parties in writing.
109. **(B) Title And Conveyance.** At Closing, Seller shall execute a ☒ **General Warranty Deed**
 110. ☐ **Special Warranty Deed** ☐ **Assignment of Lease** ☐ **Quitclaim Deed** vesting title to the Property in (write names clearly):
 111. GRH Properties, LLC
112. Seller(s) shall, prior to or at Closing, satisfy and pay all outstanding mortgages, deeds of trust, special liens, taxes or special
 113. assessments, escrow amount of Property Owner's Association or Condominium fees affecting the subject property which are not
 114. specifically assumed by Buyer(s) herein. Title shall be good and marketable, subject only to the following items recorded in the
 115. Chancery Clerk's Office of said county: easements without encroachments, applicable zoning ordinances, protective covenants and
 116. prior mineral reservations; otherwise Buyer(s), at its option, may either (A) if defects cannot be cured by designated Closing date,
 117. cancel this Contract, in which case any earnest money deposit shall be refunded to Buyer; (B) accept title as is and proceed to
 118. Closing; or (C) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit
 119. Seller(s) such reasonable time to perform this curative work at Seller(s)' expense. In the event curative work is performed by
 120. Seller(s), the time specified herein for Closing shall be extended for a reasonable period necessary for such cure, said period not
 121. to exceed thirty (30) days unless agreed to in writing by the parties.
122. **(C) Proration.** All taxes, rents, utility and other assessments and appropriate condominium or Property Owner's Association fees are
 123. to be prorated as of the Closing date for the year of the sale. Pro-rated items are not "Closing Costs" under this Contract.
124. **(D) Costs of Sale.** At Closing, Buyer shall pay the cost of recording the deed of conveyance and any premiums relating to title
 125. insurance required by it. Each party shall bear the recording costs of any other instruments received or required by that party, and
 126. Seller shall pay the recording costs on documents necessary to clear title at Closing. The parties shall pay their respective attorney
 127. fees. All taxes, rents, utility and other assessments shall be prorated between the parties as of the date of Closing, unless the parties
 128. otherwise agree.
129. **(E) Possession.** Possession shall be delivered to Buyer(s) (check one):
 130. ☒ Upon completion of Closing and full funding
 131. ☐ By separate *Possession Addendum* attached and made a part of this Contract
132. **7. DISCLOSURES.**
133. **(A) Multiple Listing Service ("MLS").** The Selling Broker is a participant of the MLS United
 134. Multiple Listing Service and the sales information will be provided to the MLS to be published and disseminated to its Participants.
135. **(B) Privacy.** Signature of Buyer(s) on this Contract is authorization by Buyer(s) to the mortgage company processing a loan
 136. application to examine the credit worthiness of Buyer(s). Signature of Seller(s) of this Contract is authorization to any mortgage
 137. company to release any information pertinent to the mortgage secured by the Property to foreshaid brokers or salespersons and the
 138. closing attorney.



139. (C) Wire Fraud Warning; Release. Buyers and Sellers of real property are targets in scams regarding electronic transfers of
 140. money (i.e., wire transfers, direct deposits, electronic checks, etc.). NEVER transfer funds associated with this transaction based
 141. upon electronic communications (such as email) that have not been verbally confirmed by you to be valid (from a person you know
 142. and trust) and accurate. Email scammers can disguise emails, text messages and social media messages to appear to be from your
 143. real estate agent, title companies, your bank or other parties. Do not trust any communication you receive concerning transfer of
 144. funds without taking steps to verify that these funds are, in fact, going to the proper recipient. Do not use telephone numbers or
 145. email addresses in electronic communications you receive; they may be fraudulent and part of a scam. VERIFY telephone numbers,
 146. contact people and wiring instructions BEFORE you respond. Fraudulent communications or acts should be reported immediately to
 147. the FBI and law enforcement authorities, and should be done so immediately if funds are lost. By signing this Contract, you
 148. acknowledge receipt of this notice and agree to hold the brokerages, their agents and the designated title company or closing
 149. attorney harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of such funds, and any
 150. and all other damages relating to conduct of third parties influencing implementation of wire transfers.

151. (D) Audio & Video; Photography. Owners, Sellers, Invitees and Buyers of real property using audio and/or video surveillance or
 152. remote monitoring devices or devices capable of photography, videography or videotelephony are solely responsible for compliance
 153. with applicable state, local and federal laws concerning use of such devices including, but not limited to, cameras, phones, security
 154. systems, monitors or other devices capable of making or transmitting audio and/or video recordings and/or photographs. Audio or
 155. video recordings or photographs may be illegal under state, local and/or federal laws, depending on the circumstances. Sellers and
 156. Buyers are urged to consult legal counsel concerning applicable laws and take steps to protect against practices violative of rights of
 157. persons owning, inhabiting, utilizing, viewing or visiting the property. By signing this contract, Buyer and Seller acknowledge
 158. receipt of this notice and agree to hold the brokerages and their agents harmless from all claims (excepting only claims under
 159. the exclusive jurisdiction of the Mississippi Real Estate Commission under license law or claims under the National
 160. Association of REALTORS® Code of Ethics and Arbitration Manual) or damages arising out of use of video and audio
 161. surveillance systems or photography, videography or videotelephony.

163. **8. BROKERS AND SALESPERSONS.**

164. (A) The Brokers and Salespersons involved in the transaction associated with this Contract are as follows:

165. Selling Brokerage: <u>Crossway Properties</u>	Selling Agent: <u>Dan Robinson</u>
166. Selling Brokerage Address: <u>578 Lakeland East St. E. Flowood, MS 39232</u>	
167. Selling Broker License No.: _____	Selling Agent License No.: _____
168. Business Phone: <u>(601) 540-6275</u>	Business Phone: <u>(601) 540-6275</u>
169. Email: <u>dan@crosswayteam.com</u>	Facsimile: _____

170. Listing Brokerage: <u>Front Gate Realty</u>	Listing Agent: <u>Jeffrey Dillon</u>
171. Listing Brokerage Address: _____	
172. Listing Broker License No.: _____	Listing Agent License No.: _____
173. Business Phone: <u>(601) 991-2900</u>	Business Phone: <u>(601) 502-4693</u>
174. Email: <u>jeffreypdillon@yahoo.com</u>	Facsimile: _____

175. (B) Agency Relationship. (Check One):

176. ☐ The Listing Firm, the Selling Firm, and their salespersons represent the Seller(s) as their Client. The Buyer(s) is/are the
 177. customer.

178. ☒ The Listing Firm and its salespersons represent the Seller(s). The Selling Firm and its salespersons represent the Buyer(s).

179. ☐ The Listing Firm and its salespersons represent both Seller(s) and the Buyer(s) as dual agents by mutual agreement and all
 180. parties have signed and understand the Dual Agency Confirmation form provided to them by the Listing Firm.

181. ☐ The Selling Firm and its salespersons represent the Buyer(s). The Seller(s) is/are not represented and is/are a customer.

182. (C) Compensation. The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement
 183. or prior offer of cooperation and compensation. If Broker(s) collect(s) this compensation or any part thereof through legal action,
 184. the defaulting party agrees to pay court costs including reasonable attorney fees. Compensation due hereunder is deemed earned,
 185. due and payable upon presentation of a buyer ready, willing and able to purchase on terms acceptable to Seller(s), though Broker
 186. agrees to accept payment at Closing as an accommodation to the parties.



187. (D) **No Reliance; Release.** Seller(s) and Buyer(s) acknowledge that neither them, nor their agents, have relied upon any statement, representation or omission made or documentation provided by the Broker(s), salesperson(s), or their representatives, relating to any aspect of this transaction, the Property or otherwise including, but not limited to, terms or conditions of sale, tax or legal considerations, liability, size, square footage or condition of the Property, presence or lack thereof of UFFI insulation, presence or lack thereof of Exterior Insulated Finish Systems (E.I.F.S.), previous or present flooding, flood zones, flood insurance, history of title or use, effect of or location within Mississippi State Tidelands or Federal wetlands, presence or absence of mold or other toxic substances, presence or lack of expansive soils, presence or absence or enforceability of acceleration clauses or tax or balloon notes, names or recommendations concerning vendors of any sort whatsoever or validity or accuracy of any reports rendered thereby. By signing this Contract, Buyer(s) and Seller(s) acknowledge receipt of this disclosure and agree to hold the brokerages, their agents and the designated title company or closing attorney harmless from all claims arising out of or pertaining in any way to any representations in this section.

198. (E) **Liability.** Broker's liability to Buyer(s) and Seller(s) in this transaction shall not exceed the amount it has received as compensation.

200. **9. GENERAL.**

201. (A) **Agreement Complete.** This Contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

204. (B) **Read And Understood.** Each party acknowledges and hereby affirms that it has read and understands this Contract.

205. (C) **Assignment.** This Contract shall not be assignable by either party without consent of the other party, excepting only the case where Seller notifies Seller in writing of Seller's intent to perform a 1031 exchange relating to the Property.

207. (D) **Effective Date.** For purposes of this contract the Effective Date is the date the last necessary party signs.

208. (E) **Notices.** Any notices required or permitted to be given under this Contract shall be delivered by hand or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope or by nationally recognized overnight carrier service; by facsimile with receipt acknowledgement (if the fax number is listed below); or by email (if the email address is listed below), at Sender's option, and addressed as follows:

212. If to Seller(s):

213. Address: _____

214. Facsimile: _____

215. Email: jeffreypdillon@yahoo.com

216. If to Buyer(s):

217. Address: _____

218. Facsimile: _____

219. Email: dan@crosswayteam.com

220. (F) **Survival Of Contract.** All express representations, warranties and covenants shall survive termination of the Contract or Closing unless specified to the contrary. All other contractual obligations shall terminate at Closing.

222. (G) **Time Is Of The Essence.** Time is of the essence as to all time periods and deadlines stated in this Contract, and delay in performance is not excused unless expressly excused in writing signed by all parties. The foregoing or any other provision in this Contract notwithstanding, any unavoidable delay necessitated by applicable law or regulations shall extend any affected deadline by no more than the actual number of days of delay necessitated by such law or regulation.

226. (H) **Representations and Warranties.** Seller(s) and Buyer(s) represent and warrant, each to the other, that (to the extent they are not individuals) they are duly organized and in good standing under the laws of their state of organization and the State of Mississippi, that they are authorized to do business in the State of Mississippi, that they, and all persons signing on their behalf have full power and authority to enter into, take all actions necessary and to perform the terms and conditions of this Agreement; and that they have respectively obtained all necessary approvals and consents relating to this Agreement and the performance of all conditions and terms hereof.



232. 10. BREACH. In the event of a default by either party under this Contract, the non-breaching party shall have the right to receive
 233. from Escrow Agent the Earnest Money paid under Section 4 of this Contract, to be a credit against any other damages, in addition to
 234. such other remedies as it may have under applicable law including, but not limited to, specific performance.

235. 11. SPECIAL PROVISIONS. (If none, write "NONE" below):

236. *Owner Financing with \$30,000 down on a 12 year note with 7% interest.

237. *Contingent upon variance approval by the city of Byram and license approval for a
 238. medical marijuana retail and processing facility through the state of Mississippi. Buyer
 239. to begin making scheduled mortgage payments on January 2, 2024 regardless of whether this
 240. sale has closed or not. If Buyer isn't able to close for any reason, the scheduled
 241. payments shall be nonrefundable. Closing to take place immediately after contingencies
 242. are met at Covenant Title in Ridgeland. Buyer and seller to split closing costs 50/50.
 243. Buyer agrees to give 60 days after closing to remove any and all personal property.

244. 12. EXPIRATION OF OFFER. This offer expires at 5:00 a.m. ☐ p.m. ☒ Central Standard Time (CST) on
 245. November 14, 2023 [date] if not accepted, countered or rejected by Seller(s) by that time.

246. 13. ATTACHMENTS. (Check All That Apply):

247. ☐ Dual Agency Confirmation ☐ Option Agreement
 248. ☐ Pre-Closing Repair/Improvement Addendum ☐ Back Up Contract Contingency
 249. ☐ First Right of Refusal Addendum ☐ Pre-Closing Possession Addendum
 250. ☐ Post-Closing Possession Addendum
 251. ☐ Back-Up Contract Addendum
 252. ☐ Other _____

253. 14. SIGNATURE BLOCKS.

254. Signed this the _____ day of _____, _____, at _____ ☐ a.m. ☐ p.m., and a copy hereof received:

255. BUYER  11/11/2023 BUYER _____
 256. GRH Properties, LLC
 257. Phone: _____ Phone: _____

258. The foregoing offer is accepted this the _____ day of Nov 14, 2023, _____, at _____ ☐ a.m. ☐ p.m.,

259. and a copy hereof received:

260. SELLER  SELLER _____
 261. J & J Commercial, LLC
 262. Phone: _____ Phone: _____

263. The Sellers have countered this offer subject to the terms of the attached Counter Offer No. _____ this the _____

264. day of _____, _____, at _____ ☐ a.m. ☐ p.m., and a copy hereof received:

265. SELLER _____ SELLER _____



266. The Sellers have received a copy of this offer and rejected same and make no counter offer this the _____ day of

267. _____, at _____ ☐ a.m. ☐ p.m., and a copy of this rejection has been delivered

268. to Buyer(s).

269. SELLER _____ SELLER _____



EXHIBIT C

Copy of Plat

Property:

5477 I-55 South Frontage Road

Byram, MS 39272

1-55

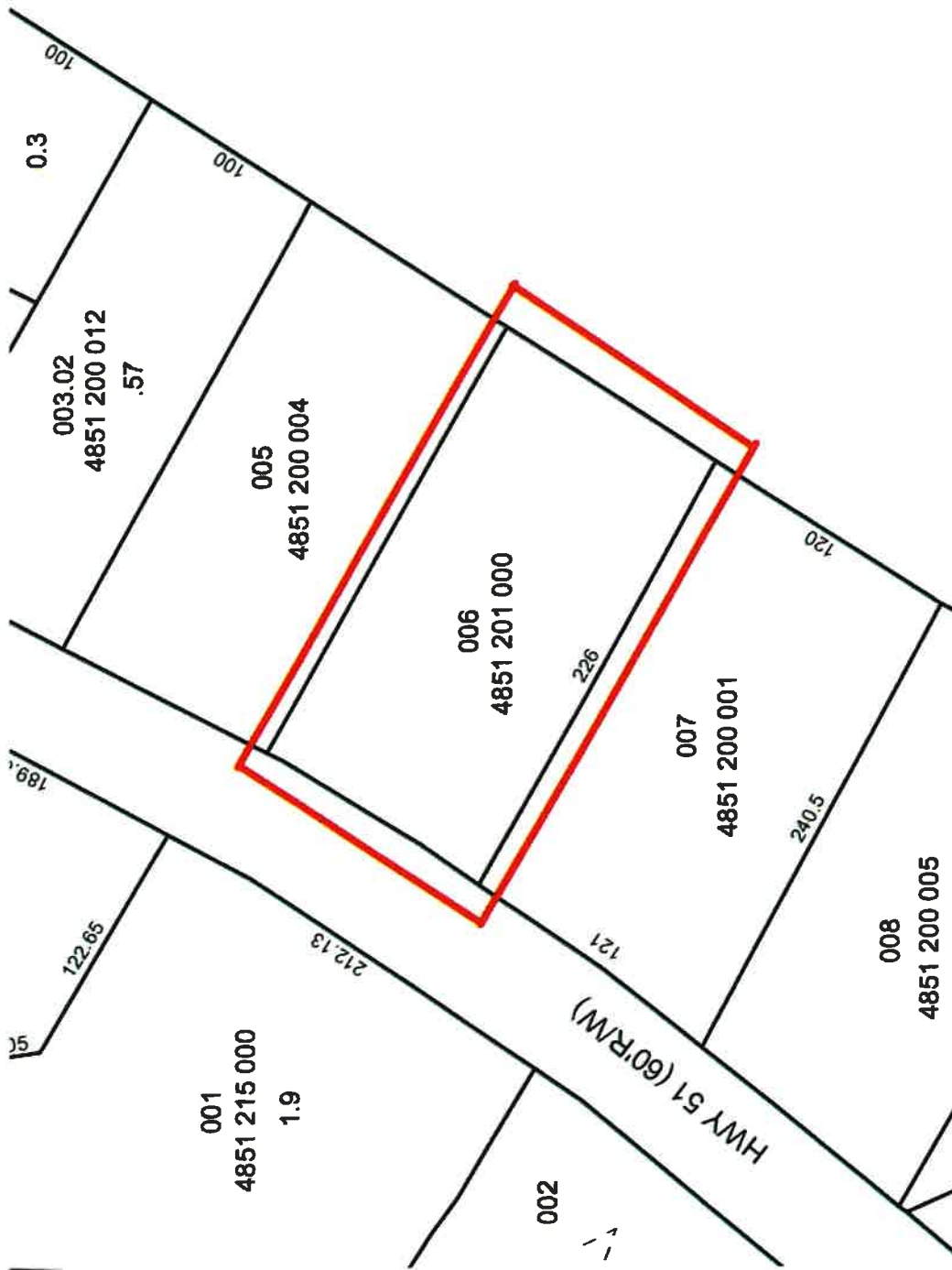


EXHIBIT E

**List of Names/Addresses Of All Owner's Of
Property Within 300 Feet Of The Subject
Property According To Most Recent Tax Roll**

Property:

5477 I-55 South Frontage Road

Byram, MS 39272

EXHIBIT E - ALL PROPERTY OWNER INFORMATION FOR PROPERTIES WITHIN 300' OF 5477 I-55 SOUTH FRONTGAGE ROAD, BYRAM, MS 39272										
Street Address	City	State	Zip	Owner Name	PARCEL	Agent (If Applicable)	Owner Street Address	Owner City	Owner State	Owner ZIP
5631 Terry Road	Byram	MS	39272	NAC Holdings LLC	4851-216-20	Vick, Marcy Bryan Croft	116 Stone Lake Drive	Madison	MS	39110
5641 Terry Road	Byram	MS	39272	Emmett, Diane H	4851-215	N/A	N/A	N/A	N/A	N/A
5483 Highway 55	Byram	MS	39272	All-Tech Properties LLC	4851-200-5	Wroten, Michael	1074 Ford Road	Terry	MS	39170
5481 Highway 55	Byram	MS	39272	Berry Sheet Metal Inc	4851-200-1	Berry, Bill	108 Eden Lane	Madison	MS	39110
5475 Highway 55	Byram	MS	39272	McInnis, Robert G	4851-200-12	McInnis, Robert G	PO Box 176	Clinton	MS	39060
5475 Highway 55	Byram	MS	39272	McInnis, Robert G	4851-200-4	McInnis, Robert G	PO Box 176	Clinton	MS	39060



City of Byram
DRC Meeting January 18, 2024, 10:00 a.m.
Public Works

Agenda:

1. Conditional Use for a Bar/Nightclub @ the old Sears Building
2. Conditional Use for a Gas station/convenience store at the corner of Terry Rd. and Byram Parkway
3. Variance for a Medical Marijuana Cultivation/Processing facility @ 5477 I-55 S Frontage Rd.

Present:

Eric Munden, Building Official
Bill Miley, Director of Public Works
Ricky Thompson, Code Enforcement
Chief David Errington
Lt Ricardo Kincaid
Fire Marshall Michael Sterling
Cheri Bridges, Administrative Assistant

1. Conditional Use for a Bar/Nightclub @ the old Sears Building
 - The DRC Members were all in agreement to deny this request because it would be detrimental to the public health, safety, or general welfare due to the potential increased number of intoxicated drivers.
 - The Fire Department recommends a sprinkler system.
 - Public Works- Not enough parking for the size of the building per City of Byram Ordinance 3.37.2 3B
2. Conditional use for a Gas station / convenience store at the corner of Terry Rd. and Byram Parkway
 - Public Works need a more detail traffic plan before granting a Conditional Use
3. Variance for a Medical Marijuana Cultivation / Processing facility @ 5477 I-55 S Frontage Rd.
 - The DRC Members recommend a ventilation system
 - The Police Department recommends a security camera & gate

Approved: _____

Bill Miley

Date: 1-18-24

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 6.a

FOR: Approval of minutes of the Regular Meeting of the Mayor and Board of Aldermen held January 11, 2024

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name

[2024 1.11.pdf](#)

CITY OF BYRAM
MINUTES FOR REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN
THURSDAY, JANUARY 11, 2024, 7:00 PM
City Hall: 5901 Terry Road, Byram, MS

1. Welcome and Call to Order

Mayor White called the meeting to order at 7:00 P.M.

2. Invocation

Pastor Aaron Tucker of Raymond Road Baptist Church gave the Invocation

3. Pledge of Allegiance

4. Roll Call

Present: Richard White, Mayor
Erma Johnson, Alderman
Diandra Hosey, Alderman
Robert Amos, Alderman
Teresa Mack, Alderman
Roschelle Gibson, Alderman
David Moore, Alderman
Roshunda Harris-Allen, Alderman
Legal counsel present: Attorney Zack Giddy

5. Presented Items

- a. Approval to amend the agenda to include under Presented Items, project updates by Mr. Ron McMaster, Jr. of McMaster Engineering, under Consent Agenda, approval of a letter to Senator David Blount requesting his assistance in seeking an appropriation for paving, and under Discussion and Action, discussion of proposed redistricting plans**

Motion to amend the agenda

Moved by: Alderman Gibson

Seconded by: Alderman Harris-Allen

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

- b. Update on current and upcoming projects by Mr. Ron McMaster, Jr. of McMaster Engineering**

Motion to approve re-advertising the Terry Road Bridge Pile Stabilization Project in February

Moved by: Alderman Gibson

Seconded by: Alderman Amos

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

6. Approval of Consent Agenda Items

Motion to approve Consent Agenda

Moved by: Alderman Hosey

Seconded by: Alderman Harris-Allen

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

- a. **Approval of Minutes of the Work Session of the Mayor and Board of Aldermen held December 11, 2023**
- b. **Approval of Minutes of the Regular Meeting of the Mayor and Board of Aldermen held December 14, 2023**
- c. **Approval of minutes of the Special Called Meeting of the Mayor and Board of Aldermen held December 19, 2023**
- d. **Adoption of the new mileage reimbursement rates recommended by the State of Mississippi Department of Finance and Administration, effective January 1, 2024**
- e. **Approval of a Resolution authorizing the City of Byram to request assistance from the Central Mississippi Planning and Development District in applying for Fiscal Year 2024 Delta Regional Authority funds for community development**
- f. **Approval for Cynthia Elabor to attend the 2024 Spring Certified Municipal Clerk Program in Oxford, MS on February 21-23, 2024, with a \$300.00 registration fee and estimated travel expenses of \$637.24**
- g. **Approval of payment to Mills, Scanlon, Dye & Pittman in the amount of \$22,097.38 for December legal services**
- h. **Approval of payment to Guest Consultants in the amount of \$5,735.00 for December engineering services**
- i. **Approval of payment to McMaster & Associates, Inc. in the amount of \$52,500.00 for engineering design and construction phase services for Old Byram Road Bridge Replacement, Emergency Relief Bridge Replacement Project ERBR-25(02)**
- j. **Acceptance of donations in the amount of \$589.08 from the NRA, Watkins Construction and Jackson Area Federal Credit Union, to be used for the K-9 unit**
- k. **Acceptance of donation in the amount of \$200.00 from Jermaine K. May for the Christmas Toy Drive.**
- l. **Approval for Chief David Errington to attend Equitable Sharing for Financial Support and Staff Training in Montgomery, AL, Jan. 23-24, 2024, with no registration cost to the City and estimated travel expenses of \$337.60**
- m. **Approval for Lt. Maurice Kendrick and Officer Dwayne Smith to attend the Leading and Retaining the New Generation of Police Officers Course in Pearl, MS, January 8, 2024 at no cost to the City.**

- n. **Approval for Lt. Ricardo Kincaid and Officer Johnny Wells to attend Tactical Arrest and Control Procedures Training Course at the Regional Counterdrug Training Academy at the Naval Air Station in Meridian, MS., Jan. 28-Feb. 02, 2024, with no registration cost to the City, and estimated travel expenses of \$295.00 each.**
- o. **Approval for Harry Horton to attend a Basic Life Support for Healthcare Providers Instructor Course at the State Fire Academy in Pearl, MS on 1/29/24, with \$35.00 registration fee.**
- p. **Approval of quote for \$21,500.00 to Delta Constructors, Inc. to Renovate Pump Station at Dorothy Lane.**
- q. **Approval to dispose of Public Works vehicles that are no longer running:**
- r. **Approval of radio commercial agreement with New South Radio/Digio Strategies in the amount of \$4,650.00 for 2024 Swinging Bridge Festival advertising**
- s. **Approval of payment in the amount of \$229.00 to the American Public Works Association, membership dues renewal for Bill Miley**
- t. **Approval of payment to Byram Place, Inc. in the amount of \$280.77, for electricity bills incurred for the lighted sign since the City accepted the donation of the street on May 11, 2023**
- u. **Approval of letter to Senator David Blount requesting his help in seeking an appropriation from MDOT to help defray the costs of paving at the intersection of Siwell and Terry Road**

7. Discussion and Action

- a. **Approval of Claims Docket in the amount of \$560,485.82 for December 3, 2023 through January 3, 2024**

Motion to approve Claims Docket

Moved by: Alderman Gibson

Seconded by: Alderman Hosey

MOTION Passed

Ayes: Johnson, Hosey, Amos, Gibson, Moore, Harris-Allen

Nays: Mack

- b. **Approval of bank bid**

Motion to approve Cadence Bank's 3% fixed rate bid

Moved by: Alderman Gibson

Seconded by: Alderman Harris-Allen

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

c. Discussion of salary increases for two Public Works employees.

Motion to approve a salary realignment for two Public Works employees: Darrion Jones to \$15.50 per hour and Phillip Hammonds to \$15.00 per hour

Moved by: Alderman Hosey

Seconded by: Alderman Johnson

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

d. Approval of Special Event Application for a Rodeo to be held at Crossroads of Life Church on October 25-26, 2024

Motion to approve Special Event Application

Moved by: Alderman Gibson

Seconded by: Alderman Harris-Allen

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

e. Department Heads Monthly Reports

No action taken

f. Discussion of proposed redistricting plans

No action taken

8. Announcements

9. Adjourn

Motion to adjourn at 7:54 P.M.

Moved by: Alderman Harris-Allen

Seconded by: Alderman Moore

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

APPROVED:

Richard White, Mayor

Date

ATTEST:

Angela Richburg, City Clerk

Date

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 6.b

CONSENT AGENDA: \$142.50

FOR: Approval of payment in the amount of \$142.50 to the Mississippi Municipal Clerks and Collectors Association for renewal of annual membership for City Clerk and two Deputy Clerks

DISTRIBUTION: 001-140-622

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name

[ByramDuesInvoice.pdf](#)

Mississippi Municipal Clerks and Collector's Association

Attn: Lauren Stewart
P.O. Box 647
Laurel, MS 39441

INVOICE



TO:
Byram

Mississippi Municipal Clerks and Collector's
Association
Membership Dues

DESCRIPTION	AMOUNT
2024-Byram Mississippi Municipal Clerks and Collector's Association Membership Dues	
TOTAL	142.50

<u>POPULATION</u>	<u>MUNICIPAL CLERK TAX COLLECTOR OR CLERK OF COUNCIL</u>	<u>DEPUTY: MUNICIPAL CLERK & TAX COLLECTOR OR CLERK OF COUNCIL</u>	<u>EACH ADDITIONAL DEPUTY</u>
Under 1,000	\$20.00	\$20.00	\$2.50
1,001 – 2,500	\$30.00	\$30.00	\$2.50
2,501 – 5,000	\$40.00	\$40.00	\$2.50
5,001 – 7,500	\$50.00	\$50.00	\$2.50
7,501 – 10,000	\$60.00	\$60.00	\$2.50
10,001 – 20,000	\$70.00	\$70.00	\$2.50
20,001 – 30,000	\$80.00	\$80.00	\$5.00
30,001 – 40,000	\$90.00	\$90.00	\$5.00
40,001 – 50,000	\$100.00	\$100.00	\$5.00
Over 50,000	\$110.00	\$110.00	\$5.00

Make all checks payable to

Mississippi Municipal Clerks and Collector's Association

Attn: Lauren Stewart
P.O. Box 647
Laurel, MS 39441

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 6.c

CONSENT AGENDA: 424.00

FOR: Approval of payment in the amount of \$424.00 to the Society for Human Resource Management, renewal of annual membership for Ledireada Kent to SHRM and Capital Area HRA

DISTRIBUTION: 001-140-622

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name

[SO2862354_Ledireada Kent.pdf](#)



SHRM Customer Experience
shrm.org/contactus
For Phone Payment:
US: 800.283.7476
International: +1.703.548.3440

ORDER NO. SO2862354

1/17/2024

BILL TO

Ledireada Kent
1638 Meadow Forest Drive
Jackson MS 39212
United States

PAYMENT

For questions regarding your payment, please contact our
Customer Experience Team at shrm.org/contactus

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	TAX
1	Professional Membership 2/1/2024 - 1/31/2025	\$244.00	\$244.00	\$0.00
1	SHRM HR Magazine	\$0.00	\$0.00	\$0.00
1	Professional - Dual Membership - Capital Area HRA	\$180.00	\$180.00	\$0.00

SUBTOTAL \$424.00

SHIPPING \$0.00

TAX TOTAL \$0.00

TOTAL \$424.00

PO NO

AUTHORIZATION: ATTN SOCIETY FOR HUMAN RESOURCE MANAGEMENT ACCOUNTING

We, the authorized representative of the undersigned company, on behalf of said company subscribe and agree to all terms, conditions, authorizations and covenants obtained in this Contract and Rules governing all SHRM events.

The Prepared Public Information Officer: Making the media work for you.

DATES: January 29-30

INSTRUCTOR: Therese Apel, TAC Consulting

COURSE CREDITS: 16 hours

COST: \$300/student for 2 days
(lunch provided)

LOCATION:

Flowood Police
Department

2101 Airport Road
Flowood, MS
39232

To Register

Call or text: 769-300-1521

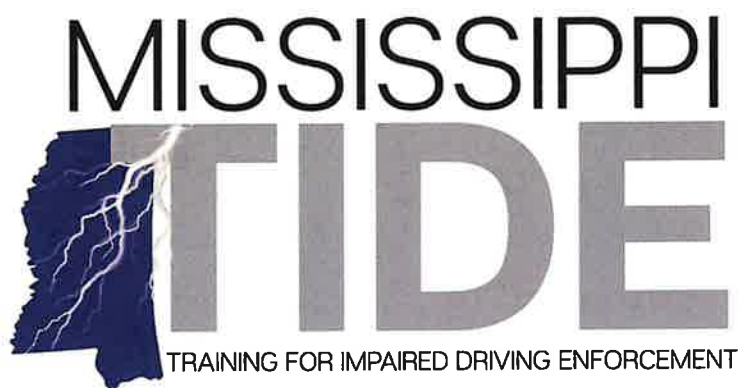


Course Overview:

This two-day course is designed to not only familiarize officers with the role and functions of a public information officer, but to prepare them to best work the media to achieve the most desirable results, whether it be in the short term, such as press releases, publicity events and crime scenes, or in long-term projects like cultivating media allies and building community favor. The goal is to bridge those communication gaps between police and the media and to restore harmony and a working relationship between the media, first responders, and the community.



About Therese: Currently the owner of Darkhorse Press. Therese has been a crime and emergency reporter since 2007. Her experience includes working for The Clarion Ledger, WAPT, the Department of Public Safety, and MEMA.



February 6-7, 2024

ARIDE CLASS

IN FLOWOOD

There will be an ARIDE (Advanced Roadside Impaired Driving Enforcement) class held at The Flowood Police Department (2101 Airport Rd Suite B) on the above dates. The class will go from 9am – 5 pm both days. **You must be certified and proficient in SFST to attend this class.**

To register, contact MS TIDE@ 662-598-1244 or go to the website at www.mstide.us. If you have any questions, you can send an email to info@mstide.us.



ARIDE

- This class expands on the training an officer has already received in the standardized field sobriety class to help the officer determine if a driver is under the influence of drugs or other substances
- 16 CEU HOURS
- FREE TRAINING

MS TIDE

OXFORD POLICE DEPARTMENT

DIRECTOR ROB BANKS

715 Molly Barr Road
Oxford, MS 38655
662-598-1244 (work)
662-897-2795 (cell)
rbanks@oxfordpolice.net

Facebook @MississippiTIDE
www.mstide.us

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 6.f

CONSENT AGENDA: \$240.00

FOR: Approval for payment of \$240.00 to FBI National Academy Associates, Inc. for dues (\$120.00/each) for Chief D. Errington and Lt. R. Kincaid

DISTRIBUTION: 001-200-622

INTRODUCED BY: Chief David W. Errington

ATTACHMENTS:

File Name

[2024 FBINAA DUES CHIEF ERRINGTON.pdf](#)

[2024 FBINAA DUES FOR R KINCAID.pdf](#)

Ayn Reed

From: David Errington
Sent: Wednesday, January 17, 2024 9:09 AM
To: Ayn Reed
Subject: 2024 FBINAA RENEWAL INVOICE

From: FBINAA <membership@fbinaa.org>
Sent: Friday, January 12, 2024 5:36 PM
To: David Errington <derrington@byram-ms.us>
Subject: [External]2024 FBINAA RENEWAL INVOICE



FBINAA
FBI National Academy Associates, Inc.

National Office:
FBI Academy, Bldg. 8-102
Quantico, VA 22135
PH: 703.632.1990 Fax: 703.632.1940

FROM

FBI National Academy Associates, Inc.
FBI Academy, Bldg 8-102
Quantico VA 22135

Tax ID: 52-608052

2024 DUES INVOICE



TO

David Errington
141 Southpointe Dr
Byram, MS 39272-5566

Invoice/Member ID #
51677

Invoice Date: 01/01/2024

Due Date: 03/31/2024

Item Description	Amount Due
2024 FBINAA National Dues	\$100

2024 FBINAA Mississippi Chapter Dues	\$20
This Invoice includes your primary chapter dues only. You may add secondary chapters to your shopping cart prior to completing your order. If you are exempt from chapter dues, your chapter membership dues will be listed as free when you complete your membership order.	
Balance Due	\$120

This letter serves as your 2024 FBINAA Membership Dues Invoice.

In the spirit of continued collaboration and shared success, we invite you to renew your membership for another year. Your ongoing support is vital to sustaining the initiatives and programs that define our association. By renewing your membership, you will not only continue to be an integral part of our association but also play a crucial role in shaping its future.

Invoice Notes:

The FBI National Academy Associates, Inc. (FBINAA) dues term runs annually from January through December. 2024 Membership Renewal opens **January 15, 2024**. Please be sure to complete your renewal by February 29, 2024, to be eligible for the Early Renewal incentives!

If there are discrepancies in this invoice (e.g., missing a chapter, incorrect details, or you would like to add a donation), if you have questions, or if you need payment assistance, please contact the Membership Engagement Office via email: membership@fbinaa.org or by calling 703-632-1994.

FOR CHECK PAYMENTS: Agency checks must reference the member's name and/or include a copy of this invoice. Make checks payable, in U.S. dollars, to FBINAA and mail them to: FBINAA, Attn: Membership, FBI Academy, Bldg. 8-102, Quantico, VA 22135.

FOR ONLINE PAYMENTS: Visit www.fbinaa.org. Your login is your email. If your email is not recognized when logging in, you must contact the National Office or complete a [Renewal Form](#). To log in please enter your email and password. If you do not remember your password, select the forgotten password prompt to receive a link to reset your password (check your spam folder if not). Once logged in, select the "[Renew Now](#)" button at the top of the home page, and follow the prompts to [Rejoin](#) from your profile page. Verify your preferred mailing address before leaving the website after processing online payments.

We know your presence strengthens our association. The FBINAA's position as the world's strongest Law Enforcement Leadership Network is directly related to the continuing involvement of the graduates of the National Academy. If you have any questions or need assistance with the renewal process, please don't hesitate to reach out to our Membership Team at membership@fbinaa.org or call 703-632-1994.

Thank you for renewing your FBINAA membership. We look forward to another year of collaboration, growth, and shared success.

Best regards,

Membership Team
FBI National Academy Associates, Inc.

FBI National Academy Associates

FBI Academy Building, 8-102

Quantico, VA 22135

membership@fbinaa.org

[Unsubscribe](#)

FBI Academy, Quantico, Virginia 22135

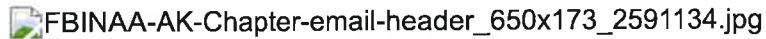
THIS EMAIL IS FROM AN EXTERNAL SENDER. DO NOT click links, open attachments, or provide any information if the sender is unknown or the email is unexpected.

[External]2024 FBINAA RENEWAL INVOICE

FBINAA <membership@fbinaa.org>

Fri 1/12/2024 5:36 PM

To:Ricardo Kincaid <rkincaid@byram-ms.us>



FROM

2024 DUES INVOICE

FBI National Academy Associates, Inc.



FBI Academy, Bldg 8-102

Quantico VA 22135

Tax ID: 52-608052

TO

**Invoice/Member ID #
72661**

Ricardo Kincaid

Invoice Date: 01/01/2024

141 Southpointe Dr

Due Date: 03/31/2024

Byram, MS 39272-5566

Item Description	Amount Due
2024 FBINAA National Dues	\$100
2024 FBINAA Mississippi Chapter Dues	\$20
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CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 6.g

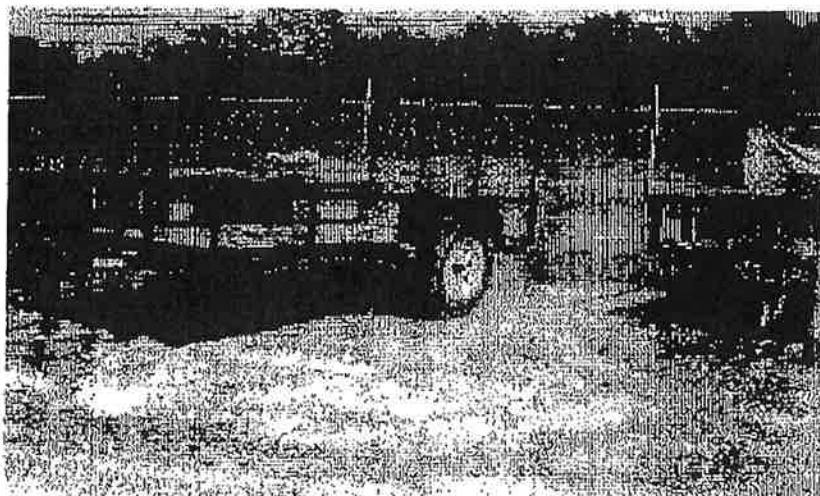
FOR: Approval to transfer one (1) 2011 5 'x 10' Marlon Made Utility Trailer, single axle, black, VIN # 4C9US1018BP251009 to Public Works

INTRODUCED BY: Chief David W. Errington

ATTACHMENTS:

File Name

[2024 TRANS UTILITY TRLR TO PW.pdf](#)



(1-1785-4 F000)

5 ft x 10 ft Utility Trailer
Year: 2011

Manufacturer: MARLON
MADE

Model: MD5101

Axle Type: Single Axle

Hitch Type: Bumper

Color: BLACK

Vin #: 4C9US1018BP251009

Inventory: 1 in Jackson

Base Price: \$.

Wells Cargo Invoice #: 397495 18

Selling Price: \$1,083.00



Features & Options Included:

- **TECHNICAL SPECIFICATIONS**
- GVWR: 2990 lbs.
- GAWR: 3500
- Curb Weight: 700 lbs.
- 2" 5k lb. Coupler
- 1-3500 lb. Idler Dexter Axle 4 Leaf Double Eye
- New ST205/75D15 LR C Tires and Silver Mod Wheels
- 5 on 4.5 Wheel Bolt Pattern
- Diamond Plate Fenders
- Treated Pine Floor
- 2x2x3/16 Angle Top Rail
- 3" Channel Tongue
- Safety Chains
- 3x2x3/16 Main Frame
- 2x2x3/16 Angle on Uprights & Crossmembers
- 2 Coats Sher-Chem Acrylic Paint
- 48" Tube Removable Gate

QUOTE TO
CITY OF BYRAM
POLICE DEPT.

\$1,083.00

10.00 Title Appr
0.00 Tax Exempt

Total
\$1,093.00

STARING TRAILER SALES SALES & PARTS

DIANNE FAIRCHILD
TEL # (601) 373-1615
(877) 373-1615
FAX # (601) 373-1677

5765 I-55 South
Byram, MS 39272
www.trailerbuy.com
sales@trailerbuy.com

cust. to plv
Trailer
Thank You.
Dianne

STATE TAX COMMISSION

Form 78-002-07-7-1-000 (Rev. 04/07)



780020771000

DEPARTMENT OF REVENUE
TITLE BUREAU - POST OFFICE BOX 1383
JACKSON, MISSISSIPPI 39215

APPLICATION FOR CERTIFICATE OF TITLE

ENTER
COMPLETE
MISSISSIPPI
TITLE NO.VEHICLE
TYPE:

9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

PASS. (1) ☐ TRK. TRACTOR (2) ☐ HAIL (H) ☐ FLOOD (F) ☐ SALVAGE (S) ☐ REBUILT (R) ☐ OTHER ☐ MOTORCYCLE (7) ☐ MOTOR HOME CAB (8) ☐ TRK. TLR. (9) ☐

YEAR MAKE MODEL/SERIES CYL NO. PASS OR GVW BODY TYPE COLOR NEW USED FUEL VEHICLE IDENTIFICATION NO. (VIN) ODOMETER CODE EXAMPLE 00-123456

01 Marlon Made MD5101 0111 Black 2 2 40715101K00251009

FROM WHOM PURCHASED (NAME)

Staring Trailer Sales

CITY STATE ZIP CODE
Byram MS 39272

OWNER(S) LAST NAME, FIRST, INITIAL (& & OR; OR) FIRST, INITIAL

City of Byram/Police Department

CITY STATE ZIP CODE
Byram MS 39272

1st LIENHOLDER NAME

CITY STATE ZIP CODE

2nd LIENHOLDER NAME

CITY STATE ZIP CODE

Staring Trailer Sales
NAME OF SELLER

STREET / APT. / P.O. BOX /

8765 1-55 North

PREVIOUS TITLE NO.

TITLING STATE

TAG NO.

CODE: 00-ACTUAL
11-EXCEEDS LIMIT
12-NOT ACTUAL-DISCREPANCY

STREET / APT. / P.O. BOX /

141 Southpointe Drive

CO. CODE DATE OF PURCHASE MO. DAY YR. TRADE IN PURCHASED OUT OF STATE
YES ☐ NO ☒ YES ☐ NO ☒

STREET ADDRESS

LIENHOLDER NUMBER Contact Lienholder & get this

DATE OF LIEN MO. DAY YR.

STREET ADDRESS

LIENHOLDER NUMBER Contact Lienholder & get this

DATE OF LIEN MO. DAY YR.

BY Neane Smith
AUTHORIZED SIGNATURE

I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE, AND THIS VEHICLE WILL NOT BE SUBJECT OF LIEN PRIOR TO RECEIPT OF TITLE UNLESS INDICATED ABOVE.

*** DISCLOSURE STATEMENT AND PRIVACY ACT NOTICE ***

DRIVER'S LICENSE NUMBERS ARE REQUIRED BY STATE LAW AND WILL BE USED IN THE ADMINISTRATION OF STATE MOTOR VEHICLE LAWS. THE COMMISSION IS AUTHORIZED TO COLLECT THE INFORMATION PURSUANT TO 42 U.S.C. § 405(c)(2)(C) AND MISS. CODE ANN. § 63-21-15. TITLES AND REGISTRATION RECORDS MAY BE RELEASED ONLY PURSUANT TO 18 U.S.C. §§ 2721-2725. FAILURE TO PROVIDE THE INFORMATION WILL RESULT IN THE DENIAL OF A CERTIFICATE OF TITLE.

OWNER'S SIGNATURE City of Byram/Police Dept. Lt. James Thompson
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)

DRIVER'S LICENSE NUMBER

JOINT OWNER'S SIGNATURE (IF THERE IS NO JOINT OWNER LEAVE THIS LINE BLANK)
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)

DRIVER'S LICENSE NUMBER

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE HAS BEEN PHYSICALLY INSPECTED BY ME AND THAT THE V.I.N. AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FURTHER, I IDENTIFIED THE PERSON SIGNING THE APPLICATION AND WITNESSED HIS SIGNATURE.

Staring Auto Sales

DESIGNATED AGENT

BY

AUTHORIZED SIGNATURE

/93) DESIGNATED AGENT NO. 800-000-302-00DATE 7-5-2011

00190153

See reverse of copy 4 for important information

OWNER'S TEMPORARY PERMIT

APPLICATION NUMBER

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 6.h

CONSENT AGENDA: \$350.00

FOR: Approval of N.F.P.A. membership renewals in the amount of \$175.00 each for Fire Marshall Michael Sterling and Fire Chief Fred Green

DISTRIBUTION: 001-260-622

INTRODUCED BY: Fire Chief Fred Green

ATTACHMENTS:

File Name

[NFPA renewals.pdf](#)

Please return top copy of this form in the enclosed postage-paid envelope or go online to nfpa.org/join. Keep bottom copy for your records.



**Membership
Services**

NFPA
11 Tracy Drive
Avon, MA 02322

PRIORITY CODE:

AAG-MEEE-NTS
Reference priority code to receive this special offer

REPLY BY:

1/19/2024

YOUR ANNUAL PROFESSIONAL RATE:

\$175

ID#: 3391337

NFPA membership requires an individual's name. This offer is valid for 30 days.

First Name _____

Last Name _____

SIGN UP TODAY TO START RECEIVING YOUR BENEFITS!

INDIVIDUAL 1 year:

\$175

Scan the QR Code
with the camera on
your phone or visit
nfpa.org/join



☐ Check enclosed payable to NFPA (US funds from US bank)

Membership in NFPA is individual and non-transferable. Voting privileges begin after 180 days of membership. Dues amount subject to change. **Please be sure to write in your name if it is not printed on this form.** Also, please make any necessary address corrections.

Michael Sterling
FIRE MARSHAL
BYRAM FIRE DEPARTMENT
200 Byram Pkwy
Byram, MS 39272-9610

PHONE: _____

EMAIL: _____



MEMBERSHIP RENEWAL NOTICE

Notice:

8645003X

#2

DATE:	12/28/2023	MEMBERSHIP (one year): \$175
RENEWAL THRU:	01/30/25	
I.D. NUMBER:	3315862	

Keep your exclusive NFPA benefits, including Members Only NFPA Xchange™ access. Renew today!
If you have already renewed your Individual membership, please disregard this notice.

Scan the QR Code with the camera on your phone, visit nfpa.org/renew, or call 1-800-344-3555 to renew now!



BILL TO:



Fred Green
200 Byram Pkwy
Byram, MS 39272-9610

☐ Check enclosed payable to NFPA (US funds from US bank)

NFPA membership requires an individual's name.

This offer is valid for 30 days.

E-mail: fgreen@byram-ms.us

Your email address will only be used for membership communications, unless you have subscribed to other NFPA email. For more information visit: nfpa.org/privacypolicy.

☐ I have updated my information on the back of this notice.

21 0003315862 864500324 0 00000017500

▲ Detach here and return notice in the envelope provided. ▲



INDIVIDUAL MEMBERSHIP RENEWAL NOTICE

NFPA RENEWAL NOTICE

RE: NFPA ID# 3315862

Dear Fred Green,

Your NFPA® Individual membership is due to be renewed, and I don't want you to miss out on any of your valuable benefits.

Remember all of the valuable benefits you receive with Individual membership, including:

- Technical support for your NFPA codes and standards questions*
- Subscription to *NFPA Journal*® for news and analysis of emerging issues
- 10% discount on most NFPA products and services**

Also, as an Individual member you can take full advantage of **NFPA Xchange™**, our online community that gives you exclusive access to the Members Only section where you can submit and search technical standards questions. And now you can enjoy our convenient auto renewal feature so you can ensure your membership is always up to date. Simply scan the QR code on the top of this letter, visit nfpa.org/renew, or call 1-800-344-3555 today (select auto renew at checkout when renewing online).

To continue as an Individual member in good standing please respond today—don't risk not having your valuable membership benefits when you need them most.

Sincerely,



Jim Pauley
President and CEO, NFPA

ID# 3315862
Fred Green
200 Byram Pkwy
Byram
MS

P.S. See the other side of this letter to read how others have benefited from their Individual membership. Renew now and you can do the same! Simply renew online at nfpa.org/renew, scan the QR code above, or call 1-800-344-3555.

* Certain restrictions apply. See nfpa.org/technicalquestions for details.

** Cannot be combined with any other offer or used with certification programs.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 6.i

CONSENT AGENDA: \$49,227.40

FOR: Approval of quote in the amount of \$49,227.40 to EEP (Emergency Equipment Professionals) for a turnout washing machine, turnout dryer, 2 jaws of life and a complete airbag lifting set. FEMA will reimburse 95% of this cost and we will cover the other 5% which will be \$2,461.37.

INTRODUCED BY: Fire Chief Fred Green

ATTACHMENTS:

File Name

[Quote from EEP 1-12-24.pdf](#)

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
217752

CUSTOMER NO.
13955

BILL TO:

City of Byram Fire Dept
200 Byram Parkway
Byram, Ms 39272

SHIP TO:

City of Byram Fire Dept
200 Byram Parkway
Byram, Ms 39272

F. L.

PHONE: 601-351-9700

Visit our website at www.emergencyequipment.us

PAGE 1

FAX:

DATE	SHIP VIA	F.O.B.	TERMS
01/12/24	Best Way		NET 30 DAYS

PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER
Quote	01/12/24	WM SW	217752

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED			
1		CIR.CACSM-35-PRO	8,050.00	8,050.00
		CIRCUL-AIR EXPRESS SOFT MOUNT front loading turnout gear extractor pre-programmed with PPE safe cycles. Clean up to 7 pieces of gear with confidence!		
		Wash cycles designed for firefighting turnout gear Exclusive 10 minute spin cycle to reduce dry times Benefit to department: Improved rinse and decreased dry time Extractor is pre-wired and programmed to work with the included dosing pump Dosing Pump is pre-programmed to dispense the correct amount of detergent Pre-programmed with wash cycles that are safe for firefighter turnout gear Specific wash cycles for blood-born / liners / outer shells Commercial quality		

Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
---------------	----------	---------	----------------	-----	------------	-----------------

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
217752

CUSTOMER NO.
13955

BILL TO:

City of Byram Fire Dept
200 Byram Parkway
Byram, Ms 39272

SHIP TO:

City of Byram Fire Dept
200 Byram Parkway
Byram, Ms 39272

PHONE: 601-351-9700

Visit our website at www.emergencyequipment.us

PAGE 2

FAX:

DATE	SHIP VIA	F.O.B.	TERMS
01/12/24	Best Way		NET 30 DAYS

PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER
Quote	01/12/24	WM SW	217752

QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED				
1		CIR.CITRO005GAL	construction and components Drum Size: 35 lb. 120V power required 2-year warranty Citrosqueeze PPE Cleaner Citrosqueeze 5 Gallon container This Gallon bottle of Citrosqueeze is part of the complete "FIRE PACKAGE" system Getting you up and cleaning gear comopliant with NFPA 1851:2020	0.00	0.00
1		CIR.CAC-SEKO-2	INCLUDED IN PAGAKE PRICE Extractor Soap Injector Pump Features: Dosing signaled from the extractor or manual switch Basic installation and low-maintenance pumps Precise detergent discharge resulting in consistent gear cleaning	0.00	0.00
1		CIR.E612	INCLUDED IN PAGAKE PRICE CIRCUL-AIR EXPRESS DRYING CAB. CIRCUL-AIR EXPRESS DRYING	9,000.00	9,000.00

Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
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EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
217752

CUSTOMER NO.
13955

BILL TO:

City of Byram Fire Dept
200 Byram Parkway
Byram, Ms 39272

SHIP TO:

City of Byram Fire Dept
200 Byram Parkway
Byram, Ms 39272

PHONE: 601-351-9700

Visit our website at www.emergencyequipment.us

PAGE 3

FAX:

DATE	SHIP VIA	F.O.B.	TERMS
01/12/24	Best Way		NET 30 DAYS

PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER
Quote	01/12/24	WM SW	217752

QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED				
			CABINET 6 GEAR CAPACITY Electrical: 240/1/60 Comes with 6 Gear Hangers, 6 Glove/Boot Hangers, 3 hose racks, 1 boot shelf 900 CFM / 6000W Heating 10 Year Warranty, CSA / ETL Compliant meeting the requirements of NFPA 1851:2020.		
2		HUR.274085000	R 421 E2 Ram Package R 421 E2 Ram Package (includes R 421 E2 Ram, charger, and 2 EXL batteries)	9,265.00	18,530.00
2		EQP	RAM PLATE	267.00	534.00
1		HUR.1316003500	V 40 S.Tec 12 174PSI	1,765.60	1,765.60
1		HUR.1316000700	LIFTING BAG 44.5 Ton V 20 S.Tec 12 174PSI	836.00	836.00
1		HUR.1316000300	LIFTING BAG 22.2 Ton V 5 S.Tec 12 174PSI	556.00	556.00
2		HUR.106R168	LIFTING BAG 5.1 Ton VCB 30N C Tec (includes 2 pro	2,871.20	5,742.40

Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
---------------	----------	---------	----------------	-----	------------	-----------------

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Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
217752

CUSTOMER NO.
13955

BILL TO:

City of Byram Fire Dept
200 Byram Parkway
Byram, Ms 39272

SHIP TO:

City of Byram Fire Dept
200 Byram Parkway
Byram, Ms 39272

PHONE: 601-351-9700

Visit our website at www.emergencyequipment.us

PAGE 4

FAX:

DATE	SHIP VIA	F.O.B.	TERMS
01/12/24	Best Way		NET 30 DAYS

PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER
Quote	01/12/24	WM SW	217752

QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED				
			(includes 2 protection caps)		
1		HUR.1200010400	33.2 ton		
			VCB Connection Bolt	300.00	300.00
1		HUR.1200010400	VCB Connection Bolt	275.00	275.00
1		HUR.266R179	Pressure Regulator (5,500 PSI)	726.50	726.50
			Pressure regulator: Inlet		
			pressure 413 bar (6,000 psi)		
			max		
			Outlet pressure adjustable		
			up to 27.57 bar (400 psi) max		
1		HUR.1200005000	Dual Deadman Controller	789.50	789.50
			Dual Deadman Controller,		
			Aluminum, Connectable 12 bar		
1		HUR.1200002000	Inflation Hose 12 bar, 16.4 Ft	82.40	82.40
			Inflation Hose 12 bar, 16.4		
			Ft/5 m, Yellow		
1		HUR.1200002100	Inflation Hose 12 bar, 16.4 Ft	82.40	82.40
			Inflation Hose 12 bar, 16.4		
			Ft/5 m, Blue		
1		HUR.1200002300	Inflation Hose 12 bar, 16.4 Ft	82.40	82.40
			Inflation Hose 12 bar, 16.4		
			Ft/5 m, RED		
1		HUR.1200004000	Inflation Hose with Shut-off 1	158.40	158.40
			Inflation Hose with Shut-off		
			12 bar, 0,3 m, Red		
1		HUR.1200004100	Inflation Hose with Shut-off 1	158.40	158.40

Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
---------------	----------	---------	----------------	-----	------------	-----------------

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Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
217752

CUSTOMER NO.
13955

BILL TO:

City of Byram Fire Dept
200 Byram Parkway
Byram, Ms 39272

SHIP TO:

City of Byram Fire Dept
200 Byram Parkway
Byram, Ms 39272

PHONE: 601-351-9700

Visit our website at www.emergencyequipment.us

PAGE 5

FAX:

DATE	SHIP VIA	F.O.B.	TERMS
01/12/24	Best Way		NET 30 DAYS

PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER
Quote	01/12/24	WM SW	217752

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED			
1	HUR.1200006400	Inflation Hose with Shut-off 12 bar, 0,3 m, Yellow	158.40	158.40
1	CIR.CRATE-FEE	Inflation Hose with Shut-off 1 12 bar, 0,3 m, Blue	25.00	25.00
1	CIR.CRATE-FEE	Citrosqueeze PPE Cleaner EXTRACTOR CRATE FEE	175.00	175.00
		Citrosqueeze PPE Cleaner DRYER CRATE FEE		

Please note: Invoices paid by Credit Card will have a 3% fee added to the Total Quote Amount shown below

Pricing quotes are estimates only. Due to volatility in material cost, pricing, surcharges, etc., orders will not be accepted until pricing is verified from the vendor. Both the purchaser and Emergency Equipment Professionals, Inc. will approve final pricing before the order is finalized.

If the supplier to EEP modifies prices after the order has been submitted, the customer will have the right to cancel without penalty.

Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
48,027.40	0.00	1,200.00	48,027.40	0.00		49,227.40

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 6.j

CONSENT AGENDA: \$4,128.00

FOR: Approval of contract in the amount of \$4,128.00 with Lamar for advertising the Swinging Bridge Festival on two billboards for one month prior to the event

DISTRIBUTION: 100-550-615

INTRODUCED BY: Bill Miley, Public Works Director

ATTACHMENTS:

File Name

[Lamar contract.pdf](#)

Jackson
405 Country Place Pkwy
Pearl, MS 39208
Phone: 601-948-3443
Fax: 601-355-6255



CONTRACT # 4438636

Date: 1/12/2024
New/Renewal: NEW
Account Executive: Joe Bennett
Phone: 601-948-3443

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	713119-0
Name	SWINGING BRIDGE FESTIVAL
Address	PO BOX 720222
City/State/Zip	BYRAM, MS 39272
Contact	Julia Kraft
Email Address	jkraft@byram-ms.us
Phone #	(601) 372-7746
Fax #	
P.O./ Reference #	
Advertiser/Product	SWINGING BRIDGE FESTIVAL
Campaign	Swinging Bridge Festival 2024

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Vinyl	047 Jackson, MS	Vinyl for 8059		04/05/24	1	\$720.00	\$720.00
Vinyl	047 Jackson, MS	Vinyl for 1073		04/05/24	1	\$1,008.00	\$1,008.00
Total Production/Other Services Costs:							\$1,728.00

Space										
# of Panels: 2								Billing Cycle: Monthly		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
1073 567474	047-JACKSON, MS	I-20W.W/O PEARL RIVER N/S F/E	Yes	Perm Bulletin	14' 0" x 48' 0"	Design:Swinging Bridge Festival	04/05/24-05/04/24	1	\$1,400.00	\$1,400.00
8059 568074	047-JACKSON, MS	I55 .5 N/O BYRAM W/S F/N (TOP)	Yes	Perm Bulletin	12' 0" x 40' 0"	Design:Swinging Bridge Festival	04/05/24-05/04/24	1	\$1,000.00	\$1,000.00
Total Space Costs:										\$2,400.00
Total Costs:										\$4,128.00

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	SWINGING BRIDGE FESTIVAL
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)



INITIALS

Jackson
405 Country Place Pkwy
Pearl, MS 39208
Phone: 601-948-3443
Fax: 601-355-6255



CONTRACT # 4438636

Date: 1/12/2024
New/Renewal: NEW
Account Executive: Joe Bennett
Phone: 601-948-3443

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Joe Bennett

GENERAL MANAGER

DATE

STANDARD CONDITIONS

1. **Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. **Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

INITIALS



CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING
DATE:

January 25, 2024

AGENDA
ITEM NO:

6.k

CONSENT
AGENDA:

\$1,118.50 due now, and \$1,118.50 due on
date of delivery

FOR: Approval of contract with All Seasons in the amount of \$2,237.00, with half of this amount due up front as a non-refundable deposit, for tent, table and chair rentals for the Swinging Bridge Festival

DISTRIBUTION: 100-550-676

INTRODUCED BY: Bill Miley, Public Works Director

ATTACHMENTS:

File Name

[All Seasons Events Tent & Equipment Rental Agreement.pdf](#)

[SWINGING BRIDGE FESTIVAL.pdf](#)



TENT & EQUIPMENT RENTAL AGREEMENT

2678 MOORE DR. JACKSON MS, 39204

*(601)405-1417

allseasonevents@aol.com

www.allseasonsevents.jackson.com

ALL SEASONS EVENTS TENT & EQUIPMENT RENTAL AGREEMENT-TERMS & CONDITIONS: All equipment will be reserved upon the deposit of 50% of total charges; this deposit is non-refundable and will be paid by cash, credit, debit, or approved check. All checks must be received no less than ten days prior to event. All returned checks will receive a fee of \$35.00. Equipment cannot be sub-rented or used by any other party than that listed on the given invoice. Within five business days of scheduled event, items cannot be cancelled. Cancelled items within these five days will be charged to the renter at rental cost. A fee of 4% will be collected on all card payments.

MISSING OR DAMAGED ITEMS: All Seasons Events will pick up the items on a specified date and at a time agreed upon when reserved. If all items are not present at pick-up those items must be returned to All Seasons Events within one business day after scheduled event or those items will be considered missing. Missing or damaged items will be charged to the client at replacement cost.

FINAL PAYMENT: Final payment is due at or before deliver, and will be made by cash, credit, or debit. No checks will be accepted less than ten days prior to event date. A fee of 4% will be collected on all card payments.

DELIVERY & SET UP: All Seasons Events will strive to accommodate client delivery request; however, delays and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. Installation may take place several days before and pickup several days after, at the reasonable discretion of All Seasons Events. All items will be delivered and picked up at a designated location. Delivery locations should be immediately accessible to our trucks. Supplemental charges will be billed for deliveries involving stairs, elevators, and excessive distance from the truck. All Seasons Events standard delivery times are 9:00 AM – 4:00 PM, Monday – Friday. All deliveries scheduled after that will be charged a “after hours fee” unless the afterhours delivery is at the discretion of All Seasons Events. The client must be available to count all items upon delivery and pickup; otherwise, All Seasons Events counts will be considered accurate. If any tent is ordered, the tent, lighting for the tent, and sidewalls for the tent will be properly set-up and secured in a designated area by the delivery personnel. All additional items will be placed under the tent to be set-up by the renter, unless otherwise requested. Table & chair set up fees are \$0.25 per chair & \$0.50 per table. Delivery personnel are not authorized under any circumstance to move a client’s personal property. It is the responsibility of the renter to communicate to All Season Events of any underground wiring, pipes, sewage systems, or anything that could interfere with the tent stakes. Stakes are driven between 1-4 feet under the ground. If any underground systems are not communicated to All Seasons Events personnel or incorrect information is given, All Seasons Events will not be responsible for any underground damage.

WEATHER: Tents are temporary structures designed to handle most normal weather conditions; however, there may be situations that become unsafe such as high winds or lightning. Evacuation of tents is recommended in these or other unsafe conditions. Although the canvas and vinyl products or equipment have been treated for water repellency, they cannot be guaranteed to be waterproof.

CLEAN UP & PREPREATION FOR PICKUP: All floral arrangement, trash, and decorations of any kind should be removed from tent along with other rental equipment not provided by All Season Events before scheduled pickup time. There will be an additional charge for any items that have to be removed. All chairs and tables should be stacked in the same designated location as delivered. If chairs are not stacked a fee of \$0.25 per chair and \$0.50 per table will be charged to the renter. Linens should be food and particle free and shaken out before being placed in laundry bags. Linens that are returned with burns, wax, holes, tears, permanently stained, wet or damp with mildew, or otherwise unusable will billed at replacement cost. Be sure to notify your caterer of these conditions.

NECESSARY PERMITS & LICENCES: Renter agrees, prior to installation of the equipment, to obtain at renter's expense, all necessary permits, licenses, and other consents.

HOLD HARMLESS: Renter will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Renter agrees to indemnify, defend and hold harmless All Seasons Events from and against all liability, claims, judgements, attorney's fees and cost, of every kind and nature, including, but not limited to injuries or death to persons and damage to property arising out of delivery, installation, removal, use, maintenance, instruction, operation, possession, ownership or rental of items rented, however caused, except claims or litigations arising through the willful misconduct of All Seasons Events.

NOTE: WHEN CANOPIES OR TENTS ARE PLACED IN A CLOSE PROXIMITY TO BUILDING OR PERMANENT STRUCTURES, THERE IS A GREATER POSSIBILITY OF PROPERTY DAMAGE RENTERS AGREES THAT ALL SEASONS EVENTS WILL NOT BE RESPONSIBLE FOR ANY PROPERTY DAMAGE THAT OCCURS DUE TO DELIVERY, INSTALLATION, REMOVAL, OR PLACEMENT OF TENTS OR CANOPIES.

SUMMARY: RESPONSIBILITY OF THE EQUIPMENT REMAINS WITH THE CLIENT FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP. Please be sure all equipment is secured when not in use and protected from weather. All collection-fees, attorney fees, court costs, or any expense involved in the collections of rental charges or damaged items will be the client's responsibility. Be sure all equipment is returned according to these terms & conditions. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY THIS CLIENT AND SUPERCEDES ALL PRIOR CONTRACTS.

Please sign and return via email.

allseasonsevents@aol.com

601-405-1417

X _____ Date: _____

ALL SEASONS

601-405-1417 (PAIGE GALLAGHER)
601-668-3685
2678 MOORE DR
JACKSON MS 39204

Invoice

Date	Invoice #
4/30/2024	5755

Bill To
SWINGING BRIDGE FESTIVAL CHERI BRIDGES 601-372-7791 EXT 406 CBRIDGES@BYRAM-MS.US

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
4	TENT 20X20 ONE OF THESE TENTS NEEDS TO BE A HIGH PEAK TENT	300.00	1,200.00
	TENT LIGHTS FOR THE (4) 20X20 TENTS	160.00	160.00
1	TENT10X10	175.00	175.00
	TENT LIGHTS FOR 10X10	40.00	40.00
200	PLASTIC CHAIR	1.50	300.00
20	6FT. TABLE PLASTIC	8.00	160.00
4	60 INCH ROUND TABLE	13.00	52.00
1	DELIVERY/PICK UP	150.00	150.00
	A NON-REFUNDABLE 50% DEPOSIT IS DUE IN ORDER TO BOOK. A 4% FEE IS APPLIED TO ALL CARD TRANSACTIONS	0.00	0.00T
	CBRIDGES@BYRAM-MS.US CHERI BRIDGES RELPACED KITTY THOMPSON EVENT DATE 5/3/24 - 5/4/24 LAKENDRICK POWELL 601-968-7301 ANGELIA RICHBURG ARICHBURG@BYRAM-MS.US Sales Tax Jackson Ms.	8.00%	0.00
		Total	\$2,237.00

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 6.1

FOR: Acceptance of donations in the amount of \$2,250.00 from Lewis Electric, Mills, Scanlon, Dye & Pittman, Fluid Process & Pumps, and Watkins Construction, to be used for the 2024 Swinging Bridge Festival

INTRODUCED BY: Angela Richburg, City Clerk

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 6.m

CONSENT AGENDA: 100.00

FOR: Approval for Bill Miley to attend MRPA Leadership Summit in Cleveland, MS from March 6 to March 7 with \$100 registration fee and \$235.00 estimated travel expense

DISTRIBUTION: 001-550-611

INTRODUCED BY: Bill Miley, Public Works Director

ATTACHMENTS:

File Name

[MRPA Reg.pdf](#)

[B. Miley MRPA 2024.pdf](#)

MS Recreation and Park Association
P.O. Box 16451
Hattiesburg, MS 39404-6451

Quote

DATE	ESTIMATE NO.
1/10/2024	080923-03

NAME / ADDRESS
City of Byram PO Box 720222 Byram, MS 39272

DESCRIPTION	QTY	COST	TOTAL
Executive Leadership Member Registration- March 6-7, 2024 Cleveland, MS	1	100.00	100.00
		TOTAL	\$100.00

CITY OF BYRAM ESTIMATED TRAVEL EXPENSES

All travel expenses must have Department Head and Board approval prior to travel

Employee: Bill Miley Department: Public Works

Destination: Cleveland, MS Account #: 001-550-610/611

Reason for Travel: MRPA Executive Leadership Summit

Travel dates: 3/6/24 - 3/7/24 Transportation: City X Private

Total Miles in personal vehicle: _____ miles @ 0.67 per mile = \$0.00

Personal car if City car available: _____ miles @ 0.21 per mile = \$0.00

Other expenses: _____
(ie: rental car, airfare) _____

Lodging: 1 # Nights X \$117.00 per night = \$117.00

Hotel: Lyric Hotel West End Confirmation 908709637
1300 MS-8 Deposit paid: \$0.00
Cleveland, MS 38732 Balance due: \$117.00

Maximum per diem: 2 days @ \$59.00 per day = \$118.00
(You must turn in itemized receipts to be reimbursed for expenses up to this maximum amount)

Registration for event: \$100.00
Estimated travel expense: \$235.00 (includes mileage, max per diem, hotel)
Total: \$335.00

Department Head/Purchasing Clerk Approval: 

- * Return from Travel form is due to Purchasing Clerk within 5 days of returning to work.
- * Turn in ITEMIZED receipts for hotel, airfare, meals, tips, taxis, etc. with this form
- * New rates approved 1/2024 Personal vehicle: 0.67 per mile, or .21 per mile if city vehicle available
- * \$59.00 per day basic per diem, or \$64.00 per day per diem for Oxford & Starkville

Julia Kraft

From: Choice Hotels Reservations <choicehotels@reservations.choicehotels.com>
Sent: Friday, January 19, 2024 1:16 PM
To: Julia Kraft
Subject: [External]Your Reservation at the Lyric Hotel West End, Ascend Hotel Collection in Cleveland is Confirmed.

You don't often get email from choicehotels@reservations.choicehotels.com. [Learn why this is important](#)

Open this message to review your booking details.



Earn rewards for your stay.

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ASCEND

Lyric Hotel West End, Ascend Hotel Collection

📍 1300 Highway 8 West, Cleveland, MS, 38732, US

☎ +1 (662) 441-3901

📄 [Review All Hotel Details & Amenities](#)

Bill, your reservation is confirmed.

Confirmation Number: 908709637



📅 Check-in:

6

Wed, Mar 6, 2024
3:00 PM

📅 Check-out:

7

Thu, Mar 7, 2024
11:00 AM

🖨 Print

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[View Reservation Details >](#)

[Book Another Reservation >](#)

Summary of Charges

Room Type:	2 Queen Beds, No Smoking
Number of Rooms:	1
Number of Occupants:	1
Daily Rates:	Mar 6, 2024 for 1 night at \$117.00

Estimated Tax and Other Charges: \$10.53

Estimated Total: \$127.53

Cancellation Policy: Free Cancellation until Mar 6, 2024 at 4:00:00 PM local hotel time.

Standard Guarantee Policy: Policies vary by hotel. Please view your reservation details online [here](#) to confirm the policy of the hotel you have booked.

Have your plans changed?

Your reservation may be changed or cancelled, without charge, via one of the following methods:

- From the [View Reservation Details](#) page
- If you are in the US, please call **800-424-6423** and give them your confirmation number. If you are outside of the US, please find the international reservation number for your region on our [support](#) page.
- By calling the hotel directly at [+1 662-441-3901](#)

Confirmation Number: 908709637

[MODIFY YOUR RESERVATION >](#)

ENHANCE YOUR STAY

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 7.a

FOR: Approval of Claims Docket in the amount of \$257,675.52 for January 3rd through January 17th, 2024

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name
[claims docket.pdf](#)



CITY OF BYRAM
Claims Docket
01/03/2024 to 01/17/2024
JANUARY 26, 2024 CHECK RUN

Paid Claims:

PACKET # 8123	\$4,740.68	01/12/2024 AGENDA RUN (A/P AUTOMATION)	Page 1 attached
PACKET # 8124	\$107,402.78	01/12/2024 AGENDA RUN (IN HOUSE)	Pages 2-3 attached
PACKET # 8125	\$23,258.98	01/18/2024 MISCELLANEOUS CHECK RUN	Pages 4-5 attached

Unpaid Claims:

PACKET # 8130	\$84,055.34	01/26/2024 2nd A.P. (A/P AUTOMATION)	Pages 6-9 attached
PACKET # 8131	\$10,865.99	01/26/2024 2nd A.P. (SEWER AUTOMATION)	Page 10 attached
PACKET # 8132	\$27,351.75	01/26/2024 2nd A.P. (IN HOUSE)	Page 11 attached

Total Claims:	\$257,675.52
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City of Byram, MS

Page #1

Docket of Claims Register

APPKT008123 - 01/12/2024 AGENDA RUN (A/P AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
								Distribution Amount
00161	AT & T	12292023	ACCT# 8310012904295 (CIRCUIT) 12/2	Invoice	12/29/2023	ACCT# 8310012904295 (CIRCUIT) 12/2	001-200-605	232.56
								232.56
00048	CENTERPOINT ENERGY	CH01032024	ACCT# 10679376-3 (GENERATOR) 11/2	Invoice	01/03/2024	ACCT# 10679376-3 (GENERATOR) 11/2	001-195-630	447.43
		FD01032024	ACCT# 6400010056-6 (FIRE) 11/28/23	Invoice	01/03/2024	ACCT# 6400010056-6 (FIRE) 11/28/23	001-260-630	41.15
		PD01032024	ACCT# 8751379-2 (POLICE) 11/28/23	Invoice	01/03/2024	ACCT# 8751379-2 (POLICE) 11/28/23	001-200-630	155.43
		PD01032024-2	ACCT# 6402101524-9 (POLICE) 11/28/	Invoice	01/03/2024	ACCT# 6402101524-9 (POLICE) 11/28/	001-200-630	162.17
		PW01032024	ACCT# 9314167-9 (PUBLIC WORKS) 11	Invoice	01/03/2024	ACCT# 9314167-9 (PUBLIC WORKS) 11	001-301-630	41.99
							400-700-630	23.34
								23.35
00264	KENTWOOD SPRINGS	12083768 010724	DKT0035835	PD WATER	01/07/2024	PD WATER	001-200-505	96.94
				Invoice				96.94
00264	KENTWOOD SPRINGS	12277150 010624	DKT0035836	PW WATER	01/06/2024	PW WATER	001-301-505	10.50
				Invoice			400-700-505	5.25
								5.25
02198	WILLIAMS SCOTSMAN, INC	9019883474	DKT0035837	LIBRARY - BLDG RENT 01/06/2024 - 02	01/06/2024	LIBRARY - BLDG RENT 01/06/2024 - 02	001-195-688	3,953.25
				Invoice				3,953.25
Total Claims: 5							Total Payment Amount:	4,740.68



City of Byram, MS

Page 2

Docket of Claims Register

APPKT008124 - 01/12/2024 AGENDA RUN (IN HOUSE)

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
								Distribution Amount
02906	BYRAM PLACE, INC.	DKT0035838						280.77
	01092024	REIMBURSEMENT - ELECTRICITY BILL F	Invoice	01/09/2024	REIMBURSEMENT - ELECTRICITY BILL F	001-301-631		280.77
02905	CATAMARAN RESORT HOTEL & S	DKT0035839						809.58
	01042024	CONF# 10025953-1, DIANDRA HOSEY,	Invoice	01/04/2024	CONF# 10025953-1, DIANDRA HOSEY,	001-100-610		1,079.44
	01092024	CONF# 10025953-1, DIANDRA HOSEY,	Credit Memo	01/09/2024	CONF# 10025953-1, DIANDRA HOSEY,	001-100-610		-269.86
00048	CENTERPOINT ENERGY	DKT0035840						72.26
	PW01032024-2	ACCT# 11826065-2 (GENERATOR) 11/2	Invoice	01/03/2024	ACCT# 11826065-2 (GENERATOR) 11/2	400-700-630		72.26
00631	CITY OF BYRAM	DKT0035841						77,457.67
	01112024-1	JANUARY 2024 BOND & INTEREST	Invoice	01/11/2024	JANUARY 2024 BOND & INTEREST	400-900-991		30,000.00
	01112024-2	JANUARY 2024 PAYROLL & A/P TRANSI	Invoice	01/11/2024	JANUARY 2024 PAYROLL & A/P TRANSI	400-000-005		27,420.69
	01112024-3	JANUARY 2024 DUE TO/FROM TRANSF	Invoice	01/11/2024	JANUARY 2024 DUE TO/FROM TRANSF	400-000-148		20,036.98
00019	GUEST CONSULTANTS, INC	DKT0035842						4,727.50
	7212	CDBG DRAINAGE PROJECT# 23-062	Invoice	01/04/2024	CDBG DRAINAGE PROJECT# 23-062	001-195-602		2,727.50
	7213	PROJECTS & PLAN REVIEW	Invoice	01/04/2024	PROJECTS & PLAN REVIEW	001-190-602		2,000.00
00019	GUEST CONSULTANTS, INC	DKT0035843						1,007.50
	7210	SEWER DESLUDGE PROJECT #22-051	Invoice	01/04/2024	SEWER DESLUDGE PROJECT #22-051	400-700-602		290.00
	7211	LIFT STAT REHAB-BYRAM PKWY/TERRY	Invoice	01/04/2024	LIFT STAT REHAB-BYRAM PKWY/TERRY	400-700-602		717.50
00007	MILLS, SCANLON, DYE & PITTM	DKT0035844						11,174.75
	DEC2023	GENERAL SERVICES	Invoice	01/04/2024	GENERAL SERVICES	001-100-603		840.00
						001-110-603		1,943.50
						001-110-671		3,812.50
						001-120-603		542.50
						001-190-603		332.75
						001-195-603		3,458.50
						001-200-603		122.50
						001-260-603		122.50
00007	MILLS, SCANLON, DYE & PITTM	DKT0035845						10,922.63
	DEC2023-S	SEWER SERVICES	Invoice	01/04/2024	SEWER SERVICES	400-700-603		10,922.63
02909	PALMER, BENJAMIN	DKT0035846						618.34
	01102024	REIMBURSEMENT FOR DIRECT DEPOSI	Invoice	01/10/2024	REIMBURSEMENT FOR DIRECT DEPOSI	001-000-398		618.34
00508	REED, AYN	DKT0035847						9.94
	01042024	REIMBURSEMENT - INMATE LUNCH	Invoice	01/04/2024	REIMBURSEMENT - INMATE LUNCH	001-200-683		9.94
02908	TOWNSEND, LASONYA	DKT0035848						75.00
	01092024	BASKETBALL REGISTRATION REFUND -	Invoice	01/09/2024	BASKETBALL REGISTRATION REFUND -	001-000-318		75.00

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APPKT008124 - 01/12/2024 AGENDA RUN (IN HOUSE)

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00506	TRIPLE V, INC 12222023-2	DKT0035849 PAYMENT REISSUED FROM 10/09/202	Invoice	12/22/2023	PAYMENT REISSUED FROM 10/09/202	001-200-683	246.84 246.84
Total Claims: 12						Total Payment Amount:	107,402.78



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APPKT008125 - 01/18/2024 MISCELLANEOUS CHECK RUN

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
01992	C SPIRE BUSINESS SOLUTIONS	DKT0035859	PHONES - ALL DEPARTMENTS	Invoice	12/26/2023	PHONES - ALL DEPARTMENTS	001-110-605	5,431.36
	0000684790-66						001-190-605	122.70
							001-195-605	167.03
							001-200-605	1,170.48
							001-260-605	1,901.23
							001-280-605	1,234.76
							001-301-605	167.03
							400-700-605	334.06
								334.07
00052	COMCAST	DKT0035860						269.95
	FD01092024	ACCT# 8396 41 046 0114198 (01/13/2	Invoice	01/09/2024	ACCT# 8396 41 046 0114198 (01/13/2	001-260-605		269.95
0005	ENTERGY	DKT0035861						892.53
	160006305427	ACCT# 94799053 (POLICE) 12/06/23 -	Invoice	01/12/2024	ACCT# 94799053 (POLICE) 12/06/23 -	001-200-630		892.53
0005	ENTERGY	DKT0035862						1,444.93
	225006866954	ACCT# 103157525 (CITY HALL) 12/07/	Invoice	01/12/2024	ACCT# 103157525 (CITY HALL) 12/07/	001-195-630		1,444.93
0005	ENTERGY	DKT0035863						1,672.98
	112464243	ACCT# 112464243 (FIRE) 12/07/2023 -	Invoice	01/12/2024	ACCT# 112464243 (FIRE) 12/07/2023 -	001-260-630		1,672.98
0005	ENTERGY	DKT0035864						8,501.69
	10018408154	COLLECTIVE BILL (SEWER) # 10201798	Invoice	01/17/2024	COLLECTIVE BILL (SEWER) # 10201798	400-700-632		8,501.69
0005	ENTERGY	DKT0035865						104.52
	450003304953	PD-2 130 SOUTHPOINTE DR STE G 12/	Invoice	01/11/2024	PD-2 130 SOUTHPOINTE DR STE G 12/	001-200-630		104.52
0005	ENTERGY	DKT0035866						654.54
	65007909452	PW 231 SOUTHPOINTE DR 12/06/202:	Invoice	01/11/2024	PW 231 SOUTHPOINTE DR 12/06/202:	001-301-630		327.27
						400-700-630		327.27
0005	ENTERGY	DKT0035867						440.97
	10018408153	COLLECTIVE BILL (TRAFFIC SIGNALS) #	Invoice	01/17/2024	COLLECTIVE BILL (TRAFFIC SIGNALS) #	001-301-631		440.97
00913	FIRST NATIONAL BANK OF OMAH	DKT0035868						706.96
	01032024	DIANDRA HOSEY - CATAMARAN RESOF	Invoice	01/03/2024	DIANDRA HOSEY - CATAMARAN RESOF	001-100-611		675.00
	12082023	STATEMENT CREDIT - COURTYARD RUS	Credit Memo	12/08/2023	STATEMENT CREDIT - COURTYARD RUS	001-200-610		-0.02
	INV234439565	CH ZOOM MEETING 01/02/24 - 02/01,	Invoice	01/02/2024	CH ZOOM MEETING 01/02/24 - 02/01,	001-195-681		15.99
	INV236133387	COURT ZOOM MEETING 01/13/24 - 02	Invoice	01/13/2024	COURT ZOOM MEETING 01/13/24 - 02	001-110-681		15.99
00264	KENTWOOD SPRINGS	DKT0035869						79.44
	10602189 011224	CH WATER	Invoice	01/12/2024	CH WATER	001-195-505		79.44

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APPKT008125 - 01/18/2024 MISCELLANEOUS CHECK RUN

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
01940	TIRE HUB	DKT0035870						2,083.08
	36618881-2	REPLACEMENT FOR A/P AUTOMATION	Invoice	08/24/2023	REPLACEMENT FOR A/P AUTOMATION	400-700-570		232.00
	36933377-2	REPLACEMENT FOR A/P AUTOMATION	Invoice	09/08/2023	REPLACEMENT FOR A/P AUTOMATION	400-700-575		978.56
	37646253-2	REPLACEMENT FOR A/P AUTOMATION	Invoice	10/13/2023	REPLACEMENT FOR A/P AUTOMATION	400-700-570		872.52
01940	TIRE HUB	DKT0035871						976.03
	36862859-2	REPLACEMENT FOR A/P AUTOMATION	Invoice	09/06/2023	REPLACEMENT FOR A/P AUTOMATION	001-200-570		432.03
	37630233-2	REPLACEMENT FOR A/P AUTOMATION	Invoice	10/12/2023	REPLACEMENT FOR A/P AUTOMATION	001-200-570		544.00
Total Claims: 13							Total Payment Amount:	23,258.98



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APPKT008130 - 01/26/2024 2nd A.P. (A/P AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
02584	A J CONSTRUCTION INC.	2753	PO7089 SC-1 TYPE 8 ASPHALT	Invoice	01/09/2024	PO7089 SC-1 TYPE 8 ASPHALT	001-301-572	338.52
00362	ALCO PRO, INC	0279716-IN	MOUTHPIECE ALCO-SENSOR	Invoice	01/11/2024	MOUTHPIECE ALCO-SENSOR	001-200-505	143.00
00161	AT & T	01012024	NCIC MONITORING 12/01/2023 - 12/3	Invoice	01/01/2024	NCIC MONITORING 12/01/2023 - 12/3	001-200-609	214.61
00611	BARNETT'S BODY SHOP	76221	OIL CHANGE	Invoice	01/04/2024	OIL CHANGE	001-200-570	59.95
		76242	OIL CHANGE	Invoice	01/09/2024	OIL CHANGE	001-200-570	59.95
		76270	OIL CHANGE	Invoice	01/17/2024	OIL CHANGE	001-200-570	59.95
02351	BERKLEY INSURANCE COMPANY	40015496 010924	COMMERCIAL/AUTO/PHYSICAL/EQUIF	Invoice	01/09/2024	COMMERCIAL/AUTO/PHYSICAL/EQUIF	001-195-625	5,004.93
							001-200-625	21,918.62
							001-260-625	13,006.52
							001-280-625	344.00
							001-301-625	9,690.22
							001-550-625	860.01
							400-700-625	6,078.20
01097	BRITCHES AND BOOTS	2617-31	PO7078 - 1 PAIR ROCKY BOOTS	Invoice	01/03/2024	PO7078 - 1 PAIR ROCKY BOOTS	001-200-535	135.00
02690	BURCH, W. MATTHEW	01122024-1	CAUSE NO. 23-00001920 FOR APRIL LI	Invoice	01/12/2024	CAUSE NO. 23-00001920 FOR APRIL LI	001-110-672	200.00
		01122024-2	CAUSE NO. 23-000004111 FOR FREDEI	Invoice	01/12/2024	CAUSE NO. 23-000004111 FOR FREDEI	001-110-672	200.00
01197	CINTAS CORPORATION #210	4179174609	UNIFORM RENTALS	Invoice	01/04/2024	UNIFORM RENTALS	001-301-535	23.64
							001-550-535	1.92
							400-700-535	4.43
		4179816888	UNIFORM RENTALS	Invoice	01/10/2024	UNIFORM RENTALS	001-301-535	23.64
							001-550-535	1.92
							400-700-535	4.43
01748	COAST TO COAST COMPUTER PR	A2625271	TONER FOR COURT SERVICES	Invoice	01/10/2024	TONER FOR COURT SERVICES	001-110-500	766.00

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Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
00941	ENVIRONMENT MASTERS	DKT0035896						821.25
	169773450	PO7083 FD SCHEDULED MAINTENAN	Invoice	01/05/2024	PO7083 FD SCHEDULED MAINTENAN	001-260-560		422.25
	170063631	PLANNED MAINTENANCE - MID SEASC	Invoice	01/17/2024	PLANNED MAINTENANCE - MID SEASC	001-195-575		399.00
00058	FLEETCOR TECHNOLOGIES OPER.	DKT0035897						9,258.63
	NP64666959	VEHICLE FUEL FOR 06/26/2023 - 07/01/2023	Invoice	07/03/2023	VEHICLE FUEL FOR 06/26/2023 - 07/01/2023	001-140-525		33.27
						001-200-525		2,353.75
						001-260-525		410.23
						001-280-525		114.82
						001-301-525		369.37
						001-550-525		131.46
						400-700-525		291.02
	NP65753589	VEHICLE FUEL FOR 01/07/2024 - 01/01/2024	Invoice	01/08/2024	VEHICLE FUEL FOR 01/07/2024 - 01/01/2024	001-140-525		37.28
						001-190-525		51.82
						001-200-525		1,613.27
						001-260-525		254.15
						001-280-525		51.85
						001-301-525		366.30
						001-550-525		69.76
						400-700-525		362.72
	NP65780136	VEHICLE FUEL FOR 01/08/2024 - 01/14/2024	Invoice	01/15/2024	VEHICLE FUEL FOR 01/08/2024 - 01/14/2024	001-140-525		34.44
						001-190-525		92.38
						001-200-525		1,990.31
						001-260-525		242.38
						001-280-525		54.34
						001-301-525		203.87
						001-550-525		69.96
						400-700-525		59.88

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00066	INNOVATIVE COMPUTER SOLUTI	DKT0035898					8,470.00
	121052	CH/CLOUD SERVER HOSTING/365 BAC	Invoice	01/01/2024	CH-CLOUD SERVER HOSTING-365 BAC	001-195-650	2,510.00
	121053	PD - CLOUD SERVER HOSTING	Invoice	01/01/2024	PD - CLOUD SERVER HOSTING	001-200-681	250.00
	121057	CH - CLOUD SERVER HOSTING	Invoice	01/01/2024	CH - CLOUD SERVER HOSTING	001-140-650	350.00
	121058	MONTHLY SERVICE CONTRACT	Invoice	01/01/2024	MONTHLY SERVICE CONTRACT	001-110-650	150.00
						001-140-650	502.50
						001-190-650	120.00
						001-195-650	502.50
						001-200-650	1,005.00
						001-260-650	720.00
						001-280-650	120.00
						001-301-650	240.00
	121174	LANSWEEPER NETWORK INVENTORY, ,	Invoice	01/03/2024	LANSWEEPER NETWORK INVENTORY, ,	001-110-650	250.00
						001-140-650	250.00
						001-190-650	83.33
						001-200-650	500.00
						001-260-650	500.00
						001-280-650	83.33
						001-301-650	166.67
						400-700-650	166.67
00069	JACKSON PAPER	DKT0035899					199.00
	1365244	COPY PAPER	Invoice	01/05/2024	COPY PAPER	001-195-500	199.00
01899	KEES, TERRY J	DKT0035900					1,200.00
	12292023	PO7072 LOW HANGING LIMBS & HAU	Invoice	12/29/2023	PO7072 LOW HANGING LIMBS & HAU	001-301-638	1,200.00
01784	MS ELEVATOR, LLC	DKT0035901					375.00
	3587	PO7081 FD SEMI-ANNUAL SERV. ON EI	Invoice	01/01/2024	PO7081 FD SEMI-ANNUAL SERV. ON EI	001-260-560	375.00
00096	O'REILLY AUTOMOTIVE STORES,	DKT0035902					5.69
	1676-186852	SEALED BEAM	Invoice	01/05/2024	SEALED BEAM	001-260-570	5.69
00345	PRECISION PEST MANAGEMENT	DKT0035903					405.00
	41507	PD PEST CONTROL	Invoice	01/09/2024	PD PEST CONTROL	001-200-560	75.00
	41508	PW PEST CONTROL	Invoice	01/09/2024	PW PEST CONTROL	001-301-560	30.00
						400-700-560	30.00
	41509	DAVIS ROAD PARK PEST CONTROL	Invoice	01/09/2024	DAVIS ROAD PARK PEST CONTROL	001-550-560	60.00
	41510	FD PEST CONTROL	Invoice	01/09/2024	FD PEST CONTROL	001-260-560	135.00
	41511	CH PEST CONTROL	Invoice	01/09/2024	CH PEST CONTROL	001-195-560	75.00
00089	REVELL HARDWARE	DKT0035904					147.68
	190045/4	OIL, CHAIN LOOP	Invoice	01/12/2024	OIL, CHAIN LOOP	001-301-505	82.22
	190047/4	CHAIN OIL	Invoice	01/12/2024	CHAIN OIL	001-301-505	17.98
	190052/4	COPPER INSULATION	Invoice	01/12/2024	COPPER INSULATION	001-195-560	9.90
	190115/4	METER KEY	Invoice	01/17/2024	METER KEY	001-190-505	22.99
	190179/4	LIQUID NAILS, TRIM	Invoice	01/19/2024	LIQUID NAILS, TRIM	001-195-560	14.59

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APPKT008130 - 01/26/2024 2nd A.P. (A/P AUTOMATION)

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00901	ROBERT J YOUNG COMPANY INC	DKT0035905					1,183.99
	INV6704557	PD PATROL COPIES 12/01/2023 - 12/31/2023	Invoice	01/02/2024	PD PATROL COPIES 12/01/2023 - 12/31/2023	001-200-650	63.75
	INV6704558	PD DISPATCH COPIES 10/01/2023 - 12/31/2023	Invoice	01/02/2024	PD DISPATCH COPIES 10/01/2023 - 12/31/2023	001-200-650	130.98
	INV6704559	PD CID COPIES 12/01/2023 - 12/31/2023	Invoice	01/02/2024	PD CID COPIES 12/01/2023 - 12/31/2023	001-200-650	63.75
	INV6704560	COURT COPIES 12/01/2023 - 12/31/2023	Invoice	01/02/2024	COURT COPIES 12/01/2023 - 12/31/2023	001-110-650	174.85
	INV6704781	PD RECORDS COPIES 12/01/2023 - 12/31/2023	Invoice	01/02/2024	PD RECORDS COPIES 12/01/2023 - 12/31/2023	001-200-650	228.82
	INV6719272	CH BLACK & WHITE/COLOR COPIES 12/01/2023 - 12/31/2023	Invoice	01/10/2024	CH BLACK & WHITE/COLOR COPIES 12/01/2023 - 12/31/2023	001-100-500	2.69
						001-100-500	0.63
						001-140-500	51.97
						001-140-500	-0.63
						001-190-500	0.08
						001-195-650	211.80
						001-280-500	0.08
	INV6719482	PW BLACK & WHITE/COLOR COPIES 12/01/2023 - 12/31/2023	Invoice	01/10/2024	PW BLACK & WHITE/COLOR COPIES 12/01/2023 - 12/31/2023	001-190-560	43.39
						001-280-650	43.39
						001-301-650	84.22
						400-700-650	84.22
01229	SOUTHERN PIPE & SUPPLY	DKT0035906					1,990.40
	8992539-00	PO7061 PIPE FOR MCCARTY RD	Invoice	01/08/2024	PO7061 PIPE FOR MCCARTY RD	001-301-571	1,990.40
00194	THE SOUTHERN CONNECTION, LLC	DKT0035907					177.97
	28871	EMBROIDERY/UNIFORM PANTS	Invoice	01/09/2024	EMBROIDERY/UNIFORM PANTS	001-200-535	177.97
00340	THORNTON, MELVIN G	DKT0035908					50.94
	83701	OIL CHANGE	Invoice	01/10/2024	OIL CHANGE	001-260-570	50.94
01940	TIRE HUB	DKT0035909					576.04
	39348378	PO7071-22-04-GY EAGLE ENFORCER A	Invoice	12/28/2023	PO7071-22-04-GY EAGLE ENFORCER A	001-200-570	576.04
00393	TRITECH FORENSICS	DKT0035910					54.29
	00968616	DRUG CARD - PUPILMETER	Invoice	01/15/2024	DRUG CARD - PUPILMETER	001-200-505	54.29
Total Claims: 24						Total Payment Amount:	84,055.34



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APPKT008131 - 01/26/2024 2nd A.P. (SEWER AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
01283	COOPER ELECTRIC MOTOR SERV	DKT0035872					824.43
	SI-6386	PO7082 SEWR PUMP LK RIDGELEA- 50	Invoice	01/04/2024	PO7082 SEWR PUMP LK RIDGELEA- 50	400-700-556	824.43
02154	HIGH TIDE TECHNOLOGIES, LLC	DKT0035873					250.00
	INV20243002	PO7086 ANNUAL COMMUNICATIONS	Invoice	01/08/2024	PO7086 ANNUAL COMMUNICATIONS	400-700-650	250.00
00090	HOME DEPOT CREDIT SERVICES	DKT0035874					40.66
	6020949	FOAM PIPING, GORILLA TAPE, FAUCET	Invoice	01/11/2024	FOAM PIPING, GORILLA TAPE, FAUCET	400-700-560	40.66
02350	HYDRA SERVICE, INC	DKT0035875					4,540.05
	175115	PO7076 SERVICE CALL FOR PUMP POV	Invoice	01/17/2024	PO7076 SERVICE CALL FOR PUMP POV	400-700-577	827.55
	175124	PO7084 SERVICE CALL RENFROW LIFT	Invoice	01/17/2024	PO7084 SERVICE CALL RENFROW LIFT	400-700-577	3,712.50
00066	INNOVATIVE COMPUTER SOLUTI	DKT0035876					240.00
	121058-S	SEWER-MONTHLY SERVICE CONTRACT	Invoice	01/01/2024	SEWER-MONTHLY SERVICE CONTRACT	400-700-650	240.00
00089	REVELL HARDWARE	DKT0035877					70.85
	189936/4	SINGLE CUT KEY	Invoice	01/08/2024	SINGLE CUT KEY	400-700-560	13.95
	190009/4	DUCT TAPE, ELECTRICAL TAPE, SINGLE	Invoice	01/10/2024	DUCT TAPE, ELECTRICAL TAPE, SINGLE	400-700-505	23.29
	190129/4	HEX KEY	Invoice	01/17/2024	HEX KEY	400-700-504	15.29
	190134/4	NUTS, BOLTS, FASTENERS	Invoice	01/17/2024	NUTS, BOLTS, FASTENERS	400-700-505	18.32
02876	RODGERS, DAVID A	DKT0035878					4,900.00
	850918	PO7077 PUMP OUT - 14 LOADS BYRAM	Invoice	01/01/2024	PO7077 PUMP OUT - 14 LOADS BYRAM	400-700-635	4,900.00
Total Claims: 7						Total Payment Amount:	10,865.99



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APPKT008132 - 01/26/2024 2nd A.P. (IN HOUSE)

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
02047	AMAZON CAPITAL SERVICES	DKT0035879					239.76
	19F1-GC43-TW4C	GLOVES	Invoice	01/07/2024	GLOVES	400-700-505	21.89
	1NG7-1J6L-3MDY	ELECTRICAL TAPE, HEAVY DUTY DUCT	Invoice	01/13/2024	ELECTRICAL TAPE, HEAVY DUTY DUCT	400-700-505	37.88
	1RM3-HNRQ-KJCD	OFFICE CHAIR	Invoice	01/10/2024	OFFICE CHAIR	400-700-505	179.99
02047	AMAZON CAPITAL SERVICES	DKT0035880					148.05
	11TT-NNCV-WKPP	TOSHIBA EXTERNAL USB HARD DRIVE	Invoice	01/12/2024	TOSHIBA EXTERNAL USB HARD DRIVE	001-200-559	101.98
	1HXR-Y1KH-6DRJ	SELF-INKING STAMP, GEL PENS, TAPE,	Invoice	01/19/2024	SELF-INKING STAMP, GEL PENS, TAPE,	001-140-500	9.75
						001-140-500	5.29
						001-195-500	9.70
						001-195-500	9.48
						001-195-510	11.85
00252	DEPARTMENT OF FINANCE AND DEC2023	DKT0035881					23,724.80
		COURT ASSESSMENT/FINE SETTLEMEN	Invoice	01/17/2024	COURT ASSESSMENT/FINE SETTLEMEN	001-000-105	23,724.80
00361	DPS CRIME LAB	DKT0035882					420.00
	90139495	ANALYTICAL FEES	Invoice	01/03/2024	ANALYTICAL FEES	001-200-614	420.00
02826	GANNETT MEDIA CORP	DKT0035883					261.64
	0006120087	PUBLIC HEARING/NOTICES	Invoice	12/31/2023	PUBLIC HEARING/NOTICES	001-140-615	33.46
						001-140-615	105.15
						001-190-615	57.91
						001-190-615	44.84
						001-190-615	20.28
00649	MS DEPARTMENT OF PUBLIC SAI	DKT0035884					2,196.50
	DEC2023-2	DUI OFFENSE/NON-ADJUDICATION	Invoice	01/17/2024	DUI OFFENSE/NON-ADJUDICATION	001-000-111	2,196.50
00649	MS DEPARTMENT OF PUBLIC SAI	DKT0035885					278.00
	DEC2023-1	CRIME STOPPERS	Invoice	01/17/2024	CRIME STOPPERS	001-000-104	278.00
01732	WHEELER'S JANITORIAL SUPPLIE	DKT0035886					83.00
	16133	TRASH LINERS	Invoice	01/10/2024	TRASH LINERS	400-700-510	83.00
Total Claims: 8						Total Payment Amount:	27,351.75

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 7.b

FOR: Discussion of redistricting public hearing

INTRODUCED BY: Angela Richburg, City Clerk

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 25, 2024 AGENDA ITEM NO: 9.a

FOR:

- Coffee Talk with Mayor White will be held at Vowell's Marketplace on February 6th from 9:00 to 10:00 A.M.
- Regular Work Session of the Mayor and Board of Aldermen: Monday, February 5th, 6:30 P.M. at City Hall
- Regular Meeting of the Mayor and Board of Aldermen: Thursday, February 8th, 7:00 P.M. at City Hall

INTRODUCED BY: Angela Richburg, City Clerk
