

CITY OF BYRAM
MINUTES FOR 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

Mayor White called the meeting to order at 7:03 P.M.

2. Invocation

The invocation was given by Bishop Stanton of New Life Cathedral of Worship

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 a Memorial Resolution in Loving Memory of Eddie Roger Jenkins as consent agenda item n

Motion to amend the agenda

Moved by: Alderman Amos

Seconded by: Alderman Mack

MOTION Passed

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

b. 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

Motion to approve Resolution as written

Moved by: Alderman Gibson

Seconded by: Aldermen Hosey

MOTION Passed

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

- c. **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**

Motion to table the Public Hearing until March 28th, based upon the DRC's request for a traffic study

Moved by: Alderman Amos

Seconded by: Alderman Hosey

Motion rescinded by Alderman Amos

Mayor White opened the Public Hearing at 7:25 P.M

An opportunity to address the Mayor and Board of Aldermen was afforded to those present. Mr. Brian Dickerson, administrator of Edgewood Health and Rehab Center, spoke in opposition to granting the conditional use. All Public Hearing requirements have been met. Attached is a copy of the proof of publication and a copy of the notice that was posted at City Hall.

Mayor White closed the Public Hearing at 7:29 P.M.

Motion to deny request for Conditional Use

Moved by: Alderman Amos

Seconded by: Alderman Mack

MOTION Passed

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

- d. **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**

Mayor White opened the Public Hearing at 7:30 P.M.

Eric Munden, Building Official, and John Strong, owner of the property, addressed the Mayor and Board of Aldermen. An opportunity to address the Mayor and Board was afforded to those present.

Mr. Elroy Winding of Crossbridge Subdivision spoke in favor of having a sports bar in the city.

Ms. Pamela Shields is neutral, but inquired about the minimum age for patrons if the conditional use was to be granted.

Mr. Willie Moore of Byramdale Estates would like the Board to allow the owner to make the necessary revisions to his plans and give him a chance to come back for approval of the conditional use.

Representative Fabian Nelson of Parks Road encouraged the Board to allow the owner to make necessary changes to his plans and approve the conditional use once changes are made.

Mayor White closed the Public Hearing at 8:18 P.M.

Motion to table Public Hearing until February 22nd for the owner to provide a site plan and business plan

Moved by: Alderman Mack

Seconded by: Alderman Hosey

MOTION Passed

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

- e. **Hearing for consideration of a variance under the Mississippi Medical Cannabis Act for a cultivation and processing facility in a C-4 district**
Motion to approve the variance
Moved by: Alderman Amos
Motion failed for lack of a Second
Motion to table the Hearing until February 8th for the owner to provide a site plan and business plan
Moved by: Alderman Hosey
Seconded by: Alderman Mack
MOTION Passed
Ayes: Johnson, Hosey, Mack, Gibson, Moore, Harris-Allen
Nays: Amos

6. Approval of Consent Agenda Items

Motion to approve Consent Agenda

Moved by: Alderman Harris-Allen

Seconded by: Alderman Gibson

MOTION Passed

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

- 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**
- n. **Approval of Memorial Resolution in Loving Memory of Eddie Roger Jenkins**

7. Discussion and Action

- a. **Approval of Claims Docket in the amount of \$257,675.52 for January 3rd through January 17th, 2024**
Motion to approve claims docket
 Moved by: Alderman Gibson
 Seconded by: Alderman Hosey
 MOTION Passed
 Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
- b. **Discussion of redistricting public hearing**
 A Public Hearing was set for February 22nd to afford the public the opportunity to review and discuss redistricting options and for the Board to vote on a redistricting plan.

8. Public Comments

George Stewart of Sage Hills Drive announced his candidacy for Hinds County School Board, District 3.

Willie Moore of Byramdale Estates is concerned about violence caused by having a cultivating and processing facility in Byram.

Beatrice Moore of Byramdale Estates spoke about redistricting, stating that she wishes to remain in Ward 1 with Alderman Johnson

9. Announcements

- **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

Motion to adjourn at 9:10 pm

Moved by: Alderman Harris-Allen

Seconded by: Alderman Gibson

MOTION Passed

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

APPROVED:


Richard White, Mayor

Date

2/8/24

ATTEST:


Angela Richburg, City Clerk

Date

2/8/24



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

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Docket of Claims Register

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

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00161	AT & T	DKT0035833	ACCT# 8310012904295 (CIRCUIT) 12/2	Invoice	12/29/2023	ACCT# 8310012904295 (CIRCUIT) 12/2	001-200-605	232.56
00048	CENTERPOINT ENERGY	DKT0035834	ACCT# 10679376-3 (GENERATOR) 11/2	Invoice	01/03/2024	ACCT# 10679376-3 (GENERATOR) 11/2	001-195-630	447.43
	CH01032024		ACCT# 6400010056-6 (FIRE) 11/28/23	Invoice	01/03/2024	ACCT# 6400010056-6 (FIRE) 11/28/23	001-260-630	41.15
	FD01032024		ACCT# 8751379-2 (POLICE) 11/28/23	Invoice	01/03/2024	ACCT# 8751379-2 (POLICE) 11/28/23	001-200-630	155.43
	PD01032024		ACCT# 6402101524-9 (POLICE) 11/28/	Invoice	01/03/2024	ACCT# 6402101524-9 (POLICE) 11/28/	001-200-630	162.17
	PD01032024-2		ACCT# 9314167-9 (PUBLIC WORKS) 11	Invoice	01/03/2024	ACCT# 9314167-9 (PUBLIC WORKS) 11	001-301-630	41.99
	PW01032024						400-700-630	23.34
00264	KENTWOOD SPRINGS	DKT0035835	PD WATER	Invoice	01/07/2024	PD WATER	001-200-505	23.35
	12083768 010724							96.94
00264	KENTWOOD SPRINGS	DKT0035836	PW WATER	Invoice	01/06/2024	PW WATER	001-301-505	96.94
	12277150 010624						400-700-505	10.50
02198	WILLIAMS SCOTSMAN, INC	DKT0035837	LIBRARY - BLDG RENT 01/06/2024 - 02	Invoice	01/06/2024	LIBRARY - BLDG RENT 01/06/2024 - 02	001-195-688	5.25
	9019883474							5.25
								3,953.25
								3,953.25
Total Claims: 5								
Total Payment Amount:								4,740.68



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

By Docket/Claim Number

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

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Vendor # Vendor Name
 Payable Number
00506 TRIPLE V, INC
 12222023-2

Docket/Claim #
Payable Description

DKT0035849

PAYMENT REISSUED FROM 10/09/202 Invoice

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Payable Type

Payable Date

Item Description

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

Account Number

Payment Amount
Distribution Amount

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	Payable Number	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
01992	C SPIRE BUSINESS SOLUTIONS	0000684790-66	DKT0035859	PHONES - ALL DEPARTMENTS	Invoice	12/26/2023	PHONES - ALL DEPARTMENTS	001-110-605 001-190-605 001-195-605 001-200-605 001-260-605 001-280-605 001-301-605 400-700-605	5,431.36 122.70 167.03 1,170.48 1,901.23 1,234.76 167.03 334.06 334.07
00052	COMCAST	FD01092024	DKT0035860	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	160006305427	DKT0035861	ACCT# 94799053 (POLICE) 12/06/23 -	Invoice	01/12/2024	ACCT# 94799053 (POLICE) 12/06/23 -	001-200-630	892.53
0005	ENTERGY	225006866954	DKT0035862	ACCT# 103157525 (CITY HALL) 12/07/	Invoice	01/12/2024	ACCT# 103157525 (CITY HALL) 12/07/	001-195-630	1,444.93
0005	ENTERGY	112464243	DKT0035863	ACCT# 112464243 (FIRE) 12/07/2023 -	Invoice	01/12/2024	ACCT# 112464243 (FIRE) 12/07/2023 -	001-260-630	1,672.98
0005	ENTERGY	10018408154	DKT0035864	COLLECTIVE BILL (SEWER) # 10201798	Invoice	01/17/2024	COLLECTIVE BILL (SEWER) # 10201798	400-700-632	8,501.69
0005	ENTERGY	450003304953	DKT0035865	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	65007909452	DKT0035866	PW 231 SOUTHPOINTE DR 12/06/202:	Invoice	01/11/2024	PW 231 SOUTHPOINTE DR 12/06/202:	001-301-630 400-700-630	654.54 327.27 327.27
0005	ENTERGY	10018408153	DKT0035867	COLLECTIVE BILL (TRAFFIC SIGNALS) #	Invoice	01/17/2024	COLLECTIVE BILL (TRAFFIC SIGNALS) #	001-301-631	440.97
00913	FIRST NATIONAL BANK OF OMAH	01032024	DKT0035868	DIANDRA HOSEY - CATAMARAN RESOF	Invoice	01/03/2024	DIANDRA HOSEY - CATAMARAN RESOF	001-100-611	706.96
		12082023		STATEMENT CREDIT - COURTYARD RUS	Credit Memo	12/08/2023	STATEMENT CREDIT - COURTYARD RUS	001-200-610	675.00
		INV234439565		CH ZOOM MEETING 01/02/24 - 02/01,	Invoice	01/02/2024	CH ZOOM MEETING 01/02/24 - 02/01,	001-195-681	-0.02
		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	10602189 011224	DKT0035869	CH WATER	Invoice	01/12/2024	CH WATER	001-195-505	15.99 79.44 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
01940	TIRE HUB	DKT0035870						
	36618881-2		REPLACEMENT FOR A/P AUTOMATION	Invoice	08/24/2023	REPLACEMENT FOR A/P AUTOMATION	400-700-570	2,083.08
	36933377-2		REPLACEMENT FOR A/P AUTOMATION	Invoice	09/08/2023	REPLACEMENT FOR A/P AUTOMATION	400-700-575	232.00
	37646253-2		REPLACEMENT FOR A/P AUTOMATION	Invoice	10/13/2023	REPLACEMENT FOR A/P AUTOMATION	400-700-570	978.56
01940	TIRE HUB	DKT0035871						872.52
	36862859-2		REPLACEMENT FOR A/P AUTOMATION	Invoice	09/06/2023	REPLACEMENT FOR A/P AUTOMATION	001-200-570	976.03
	37630233-2		REPLACEMENT FOR A/P AUTOMATION	Invoice	10/12/2023	REPLACEMENT FOR A/P AUTOMATION	001-200-570	432.03
							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	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
02584	A J CONSTRUCTION INC. 2753	DKT0035887 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	DKT0035888 MOUTHPIECE ALCO-SENSOR	Invoice	01/11/2024	MOUTHPIECE ALCO-SENSOR	001-200-505	143.00
00161	AT & T 01012024	DKT0035889 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	DKT0035890 OIL CHANGE	Invoice	01/04/2024	OIL CHANGE	001-200-570	179.85
	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	DKT0035891 COMMERCIAL/AUTO/PHYSICAL/EQUIF	Invoice	01/09/2024	COMMERCIAL/AUTO/PHYSICAL/EQUIF	001-195-625 001-200-625 001-260-625 001-280-625 001-301-625 001-550-625 400-700-625	56,902.50 5,004.93 21,918.62 13,006.52 344.00 9,690.22 860.01 6,078.20
01097	BRITCHES AND BOOTS 2617-31	DKT0035892 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	DKT0035893 CAUSE NO. 23-00001920 FOR APRIL LI	Invoice	01/12/2024	CAUSE NO. 23-00001920 FOR APRIL LI	001-110-672	400.00
	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	DKT0035894 UNIFORM RENTALS	Invoice	01/04/2024	UNIFORM RENTALS	001-301-535 001-550-535	59.98 23.64
	4179816888	UNIFORM RENTALS	Invoice	01/10/2024	UNIFORM RENTALS	400-700-535 001-301-535 001-550-535 400-700-535	1.92 4.43 23.64 1.92
01748	COAST TO COAST COMPUTER PR A2625271	DKT0035895 TONER FOR COURT SERVICES	Invoice	01/10/2024	TONER FOR COURT SERVICES	001-110-500	766.00

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

Vendor #	Vendor Name	Docket/Claim #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00941	ENVIRONMENT MASTERS	DKT0035896	169773450	PO7083 FD SCHEDULED MAINTENAN	Invoice	01/05/2024	PO7083 FD SCHEDULED MAINTENAN	001-260-560	821.25
			170063631	PLANNED MAINTENANCE - MID SEASC	Invoice	01/17/2024	PLANNED MAINTENANCE - MID SEASC	001-195-575	422.25
00058	FLEETCOR TECHNOLOGIES OPER.	DKT0035897	NP64666959	VEHICLE FUEL FOR 06/26/2023 - 07/0	Invoice	07/03/2023	VEHICLE FUEL FOR 06/26/2023 - 07/0	001-140-525	399.00
								001-200-525	9,258.63
								001-260-525	33.27
								001-280-525	2,353.75
								001-301-525	410.23
								001-550-525	114.82
								400-700-525	369.37
								001-140-525	131.46
								001-190-525	291.02
								001-200-525	37.28
								001-260-525	51.82
								001-280-525	1,613.27
								001-301-525	254.15
								001-550-525	51.85
								400-700-525	366.30
								001-140-525	69.76
								001-190-525	362.72
								001-200-525	34.44
								001-260-525	92.38
								001-280-525	1,990.31
								001-301-525	242.38
								001-550-525	54.34
								400-700-525	203.87
									69.96
									59.88

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

Vendor #	Vendor Name	Docket/Claim #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment 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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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	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
01283	COOPER ELECTRIC MOTOR SERVI	SI-6386	DKT0035872 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	INV20243002	DKT0035873 PO7086 ANNUAL COMMUNICATIONS	Invoice	01/08/2024	PO7086 ANNUAL COMMUNICATIONS	400-700-650	250.00
00090	HOME DEPOT CREDIT SERVICES	6020949	DKT0035874 FOAM PIPING, GORILLA TAPE, FAUCET	Invoice	01/11/2024	FOAM PIPING, GORILLA TAPE, FAUCET	400-700-560	40.66
02350	HYDRA SERVICE, INC	175115	DKT0035875 PO7076 SERVICE CALL FOR PUMP POV	Invoice	01/17/2024	PO7076 SERVICE CALL FOR PUMP POV	400-700-577	4,540.05
		175124	PO7084 SERVICE CALL RENFROW LIFT	Invoice	01/17/2024	PO7084 SERVICE CALL RENFROW LIFT	400-700-577	827.55
00066	INNOVATIVE COMPUTER SOLUTI	121058-S	DKT0035876 SEWER-MONTHLY SERVICE CONTRACT	Invoice	01/01/2024	SEWER-MONTHLY SERVICE CONTRACT	400-700-650	3,712.50
00089	REVELL HARDWARE	189936/4	DKT0035877 SINGLE CUT KEY	Invoice	01/08/2024	SINGLE CUT KEY	400-700-560	240.00
		190009/4	DUCT TAPE, ELECTRICAL TAPE, SINGLE	Invoice	01/10/2024	DUCT TAPE, ELECTRICAL TAPE, SINGLE	400-700-505	70.85
		190129/4	HEX KEY	Invoice	01/17/2024	HEX KEY	400-700-504	13.95
		190134/4	NUTS, BOLTS, FASTENERS	Invoice	01/17/2024	NUTS, BOLTS, FASTENERS	400-700-505	23.29
02876	RODGERS, DAVID A	850918	DKT0035878 PO7077 PUMP OUT - 14 LOADS BYRAM	Invoice	01/01/2024	PO7077 PUMP OUT - 14 LOADS BYRAM	400-700-635	15.29
								18.32
								4,900.00
								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	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
								Distribution Amount
02047	AMAZON CAPITAL SERVICES	19F1-GC43-TW4C	GLOVES	Invoice	01/07/2024	GLOVES	400-700-505	239.76
		1NG7-1J6L-3MDY	ELECTRICAL TAPE, HEAVY DUTY DUCT	Invoice	01/13/2024	ELECTRICAL TAPE, HEAVY DUTY DUCT	400-700-505	21.89
		1RM3-HNRQ-KJCD	OFFICE CHAIR	Invoice	01/10/2024	OFFICE CHAIR	400-700-505	37.88
								179.99
02047	AMAZON CAPITAL SERVICES	11TT-NNCV-WKPP	TOSHIBA EXTERNAL USB HARD DRIVE	Invoice	01/12/2024	TOSHIBA EXTERNAL USB HARD DRIVE	001-200-559	148.05
		1HXR-Y1KH-6DRJ	SELF-INKING STAMP, GEL PENS, TAPE, :	Invoice	01/19/2024	SELF-INKING STAMP, GEL PENS, TAPE, :	001-140-500	101.98
							001-140-500	9.75
							001-195-500	5.29
							001-195-500	9.70
							001-195-500	9.48
							001-195-510	11.85
00252	DEPARTMENT OF FINANCE AND DEC2023	DKT0035881	COURT ASSESSMENT/FINE SETTLEMEN	Invoice	01/17/2024	COURT ASSESSMENT/FINE SETTLEMEN	001-000-105	23,724.80
00361	DPS CRIME LAB	DKT0035882	ANALYTICAL FEES	Invoice	01/03/2024	ANALYTICAL FEES	001-200-614	420.00
02826	GANNETT MEDIA CORP	DKT0035883	PUBLIC HEARING/NOTICES	Invoice	12/31/2023	PUBLIC HEARING/NOTICES	001-140-615	261.64
							001-140-615	33.46
							001-190-615	105.15
							001-190-615	57.91
							001-190-615	44.84
							001-190-615	20.28
00649	MS DEPARTMENT OF PUBLIC SAI DEC2023-2	DKT0035884	DUI OFFENSE/NON-ADJUDICATION	Invoice	01/17/2024	DUI OFFENSE/NON-ADJUDICATION	001-000-111	2,196.50
00649	MS DEPARTMENT OF PUBLIC SAI DEC2023-1	DKT0035885	CRIME STOPPERS	Invoice	01/17/2024	CRIME STOPPERS	001-000-104	278.00
01732	WHEELER'S JANITORIAL SUPPLIE	DKT0035886	TRASH LINERS	Invoice	01/10/2024	TRASH LINERS	400-700-510	83.00
								83.00
Total Claims: 8							Total Payment Amount:	27,351.75

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.

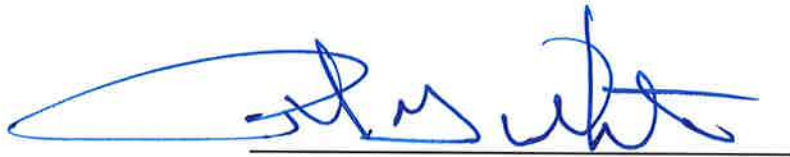
SECTION 3. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby confirms prior declarations and declares anew its official intent to reimburse expenditures made for the Project prior to the issuance of the remaining portion of the Bonds 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 GIBSON moved and Alderperson HOSEY seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

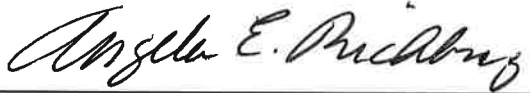
Alderman Robert Amos	voted: <u>AYE</u>
Alderwoman Roschelle Gibson	voted: <u>AYE</u>
Alderwoman Roshunda Harris-Allen	voted: <u>AYE</u>
Alderwoman Diandra Hosey	voted: <u>AYE</u>
Alderwoman Erma Johnson	voted: <u>AYE</u>
Alderwoman Teresa Mack	voted: <u>AYE</u>
Alderman David Moore	voted: <u>AYE</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, JANUARY 25, 2024.

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)

SECOND AMENDED DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Second Amended Development and Reimbursement Agreement (this "Second Amended Development Agreement"), dated as of Jan 25, 2024, 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

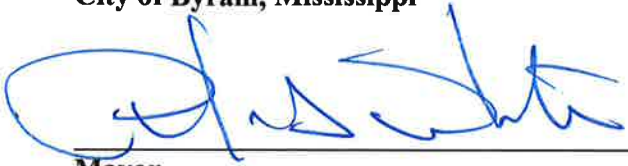
SECTION 10. Prior to any reimbursement, the Developers will, respectively, present a description of any portion of the Infrastructure Improvements to be dedicated to the Municipality, if any. If any property is to be dedicated to the Municipality, the Developers shall inform the Municipality prior to 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 1105
RIDGELAND, MS 39158
(O) 601.603.8128
(F) 601.603.8129

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 # 060021 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

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

Form # dL0021 v. 15

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

CITY OF BYRAM
REQUEST FOR CONDITIONAL USE
APPLICATION

Subject Property Address Tony Rd / Byram Parkway Byram, MS 4851-380
Owner Palwinder Singh
Address 150 blenville for Mafisam, 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

Signature

12/18/2023

Date

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

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.

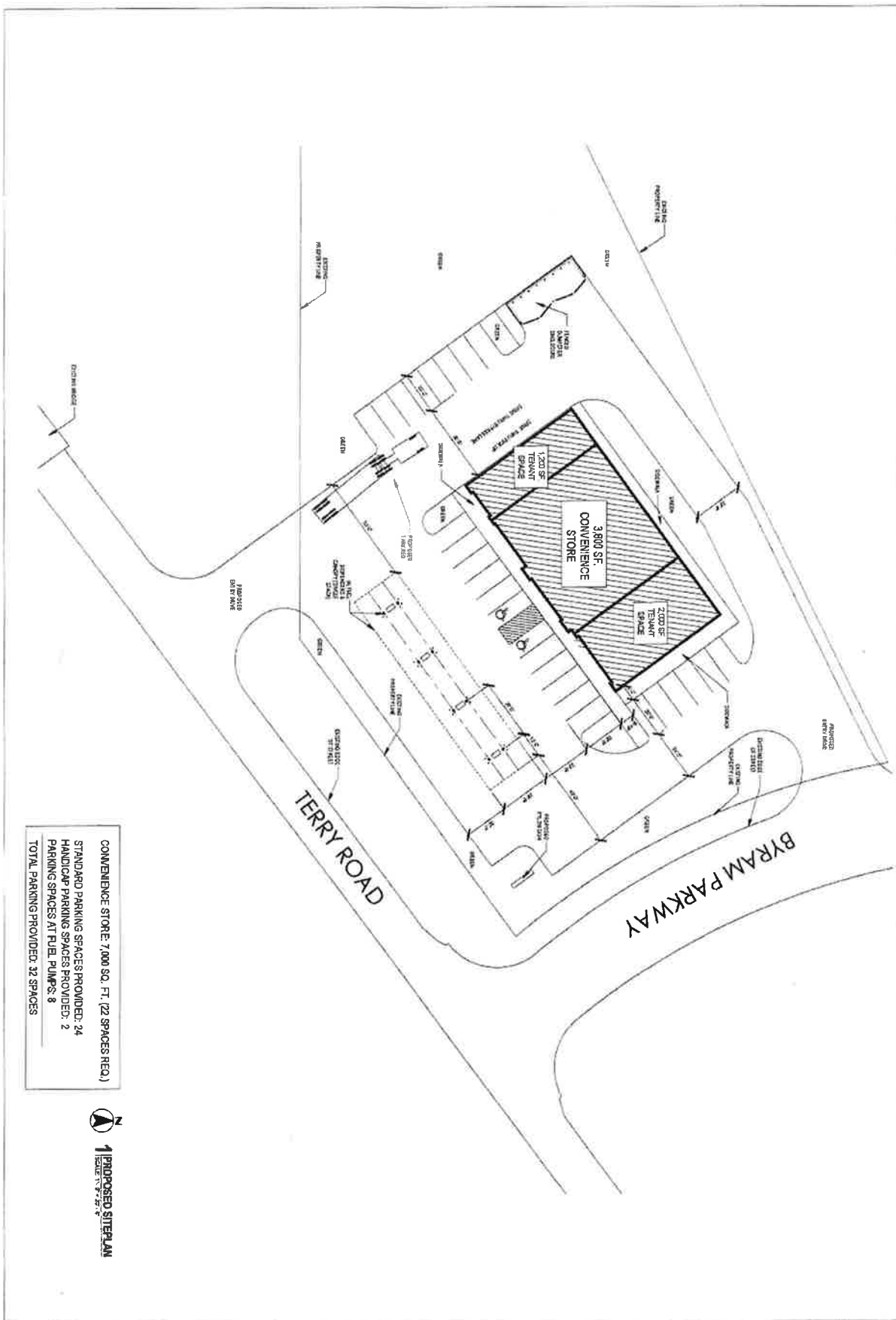
Sincerely,



Palwinder Singh

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.

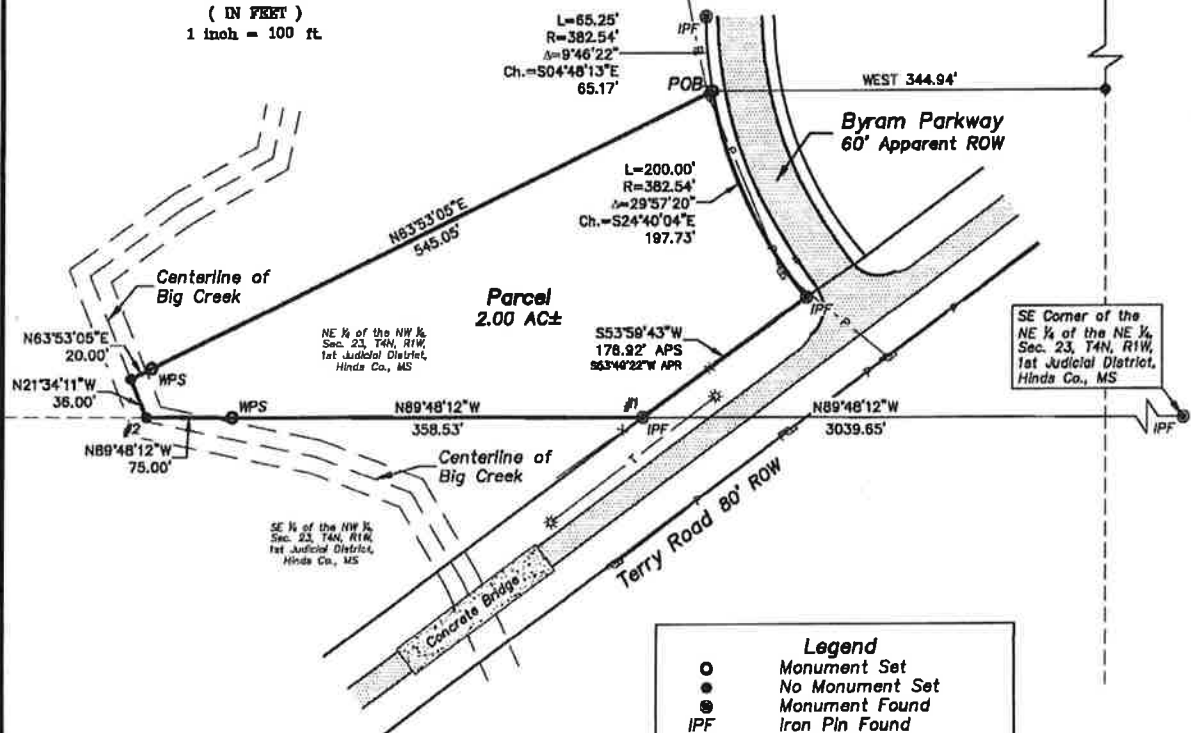
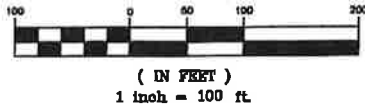


CONVENIENCE STORE: 7,000 SQ. FT. (22 SPACES REQ.)
 STANDARD PARKING SPACES PROVIDED: 24
 HANDICAP PARKING SPACES PROVIDED: 2
 PARKING SPACES AT FUEL PUMPS: 8
 TOTAL PARKING PROVIDED: 32 SPACES

PROPOSED SITE PLAN
 SCALE: 1" = 20' ±

A0.1	REVISIONS 2/20/20 04/10/2023	NEW CONVENIENCE STORE FOR FOOD MART TERRY ROAD & BYRAM PARKWAY BYRAM, MISSISSIPPI 39272	ARCHITECTS PLUS C. JOSEPH HOWARD, ARCHITECT, AIA, NCARB 414 UNIVERSITY BIRMINGHAM, AL 35202 PHONE: (205) 944-1000 FAX: (205) 944-1001
	THIS DOCUMENT IS PRELIMINARY AND NOT FOR CONSTRUCTION WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT		
	DATE: 04/10/2023		

GRAPHIC SCALE



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

CAD FILE: 2045237.DWG PROJECT NO: 2045237

LANDMARK
SURVEYING, LLC

P.O. Box 680 • Megees, Mississippi 39111
Phone: (601) 540-1700 Fax: (601) 540-1707

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





PROOF OF PUBLICATION

CITY OF BYRAM-LEGAL
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 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.
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

January 25, 2024

CITY OF BYRAM - PUBLIC HEARING

Public Hearings for the purpose of determining:

1-Whether or not a conditional use should be granted for a sports bar/pool hall in a C-4 Zoning District, 5547 I-55 South, Byram, MS.

2-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

3-Consideration of a variance under the Mississippi Medical Cannabis Act for a cultivation facility and processing facility in a C-4 district

NAME	ADDRESS
Ricky Young	305 Speed Dr Byram
Jan Kline	6148 Ray Brook Dr.
Pat Sullivan	" " "
Sandeep Singh	Terry Rd and Byram Parkway
Polwinder Singh	Terry Rd Byram Parkway
Jeremy Jones	918-618-2262
Shene Thomas	1834 Jayroe Drive
Bishop Stender	19 Jefferfield Rd
Christiana Sugg	Ridgeland MS
Rod Brown	107 Torrence Cove
Tomeka Strong	145 Elenside Dr
John Strong	1320 Dorgan St
Bred Paul	117 Country Drive, Madison, MS
Nick Schorr	153 Napa Valley Madison, MS
THADEUS V. ROSS	504 CHEVON COVE, BYRAM, MS
ALBERTA ROSS	504 CHEVON COVE, BYRAM, MS
Debra Johnson-Cockrell	304 W. Levee Drive, Terry, MS
Brian Dickerson	205 Byram Parkway Byram, MS 39222
Elray Wadley	
Rick Mills	117 Country Bend Place

Public Hearings for the purpose of determining:

1-Whether or not a conditional use should be granted for a sports bar/pool hall in a C-4 Zoning District, 5547 I-55 South, Byram, MS.

2-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

3-Consideration of a variance under the Mississippi Medical Cannabis Act for a cultivation facility and processing facility in a C-4 district

NAME	ADDRESS
Pamela Shields	5074 Kay Brook Dr.
Ricky Shields	5074 Kay Brook Dr
George Stewart	109 Sage Hills Drive
Sara Alexander	521 Fairview Cove
Patrick McFarigas	305 Martha Dr
Beatrice Moore	508 Chevron Cove, Jackson,
Willie Moore	508 Chevron Cove
Margarett Barnes	603 Owens Cove
Fabian Nelson	750 Parks Road Place

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BYRAM, HINDS COUNTY, MISSISSIPPI DENYING A CONDITIONAL USE PERMIT TO ALLOW A GAS STATION/CONVENIENCE STORE FOR PROPERTY LOCATED AT THE INTERSECTION OF TERRY ROAD AND BYRAM PARKWAY, BEING PARCEL NO. 4851-380 CITY OF BYRAM, HINDS COUNTY, MISSISSIPPI

WHEREAS, Palwinder Singh (the "Applicant"), did file an Application for a Conditional Use Permit to allow a gas station/convenience store on property described herein, which property is located in a C-3 General Commercial District Classification under the City of Byram Zoning Regulations Ordinance of May 23, 2019 (the "Application"); and

WHEREAS, the Mayor and Board of Aldermen referred the Application to the Development Review Committee ("DRC") of the City of Byram, which Committee took the matter under advisement; and

WHEREAS, the Development Review Committee ("DRC") upon conclusion of its January 18, 2024, meeting recommended in writing that the Board of Aldermen table the request for conditional use, until such time that the Applicant can submit a detailed traffic plan to the Public Works Department for review, and that the recommendation be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration; and

WHEREAS, the Mayor and Board of Aldermen scheduled a hearing on said Application for January 25, 2024, at 7:00 o'clock p.m. after review of the Application by the Development Review Committee of the City of Byram ("DRC") – the Board was advised that the DRC at its January 18, 2024, meeting, had reviewed the Application and did make certain findings in its minutes, and being advised that the Public Works Department needs a detailed traffic plan, and recommend tabling the application until a detailed traffic plan can be submitted and reviewed; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Byram were accomplished – the City Clerk did cause notice of the January 25, 2024, hearing to be published in the Clarion-Ledger, a newspaper of general circulation in the City of Byram, Hinds County, Mississippi, in the manner and for the time required by law, and did post notice of same inside City Hall, and upon the affected property in the manner and for the time required by law; and

WHEREAS, at the time, date and place specified in the City's public notice, at its regular public meeting, the Mayor and Board of Aldermen of the City of Byram, Mississippi, did conduct a full and complete public hearing on the Application on January 25, 2024, and received comments and heard evidence presented by the Petitioner/Applicant; and

WHEREAS, the Mayor and Board of Aldermen are fully familiar with the request and the property and existing land uses within the City of Byram and in the area of the City where the property is located, and in acting on this Resolution, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Application; and

WHEREAS, at the conclusion of the discussion of the DRC's recommendation and concerns, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Application and any recommendation and concerns of the DRC and after discussion thereof, Alderman AMOS offered the following Resolution and moved that it be adopted, to-wit:

IT IS, THEREFORE, RESOLVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi, as follows, to-wit;

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Conditional Use Permit as required by Section 5.600.15 D and 5600.15 of the City of Byram Zoning Regulations Ordinance of May 23, 2019, do not exist, and have not been satisfied by the Applicant regarding the granting of a Conditional Use Permit to allow a gas station/convenience store on the subject property.

SECTION 3. That the Petition/Application to grant a Conditional Use Permit pursuant to Section 5.600.15 D and 5600.15 of the City of Byram Zoning Regulations Ordinance of May 23, 2019, on the following described property to allow a gas station/convenience store, be and same is hereby denied. The property referenced in the Petition/Application (the "property") is known as Parcel No. 4851-380, located at the intersection of Terry Road and Byram Parkway.

SO RESOLVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi, at a regular meeting held on 25th day of JANUARY 2024.

The motion for adoption was seconded by Alderman MACK, and the foregoing Resolution having been first reduced to writing, was submitted to the Board of Aldermen for passage or rejection on roll call vote with the following results:

Alderman Johnson (Ward 1) voted:	<u>AYE</u>
Alderman Hosey (Ward 2) voted:	<u>AYE</u>
Alderman Amos (Ward 3) voted:	<u>AYE</u>
Alderman Mack (Ward 4) voted:	<u>AYE</u>
Alderman Gibson (Ward 5) voted:	<u>AYE</u>
Alderman Moore (Ward 6) voted:	<u>AYE</u>
Alderman Harris-Allen (At-large) voted:	<u>AYE</u>

Whereupon, the Mayor declared the motion carried and the Resolution adopted.

The foregoing Resolution is approved, this the 25th day of JANUARY 2024.

CITY OF BYRAM, MISSISSIPPI

BY: 
RICHARD WHITE, MAYOR

ATTEST:

BY: 
ANGELA RICHBURG, CITY CLERK

[SEAL]