

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

1. Welcome and Call to Order

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

2. Invocation

The Invocation was given by Pastor Turner of Marl Grove Church of Christ Holiness

3. Pledge of Allegiance

4. Roll Call

Present: Richard White, Mayor

Erma Johnson, Alderman Ward I

Diandra Hosey, Alderman Ward II, Mayor Pro Tem

Robert Amos, Alderman Ward III

Teresa Mack, Alderman Ward IV

Roschelle Gibson, Alderman Ward V

Roshunda Harris-Allen, Alderman At Large

Angela Richburg, City Clerk

Absent: David Moore, Alderman Ward VI

Legal Counsel Present: Attorney John Scanlon and Attorney Zachary Giddy

5. Presented Items

- (a) Approval to amend the agenda to include under Presented Items, authorization for McMaster & Associates to obtain proposals for geotechnical engineering wetland consultants and land surveyors, and under Discussion and Action, Discussion of Food Truck Friday, and Discussion of Travel Policy**

Motion to amend the agenda

Moved by Alderman Gibson

Seconded by Alderman Amos

Motion Passed

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

- (b) Presentation of letter from Byram Fire Department**

Captain Nichols of the Byram Fire Department, along with several Firefighters, presented the Mayor and Board of Aldermen with a letter signed by all of them in support of Interim Fire Chief Harry Horton becoming the Fire Chief. No action was taken

- (c) **Acceptance of the lowest and best bid for the Big Creek Interceptor Project from Hemphill Construction in the amount of \$6,998,075.00**

Motion to accept the Hemphill Construction base and alternate bid for the Big Creek Interceptor Project

Moved by Alderman Amos

Seconded by Alderman Gibson

Motion Passed

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

- (d) **Acceptance of the lowest and best bid for the Terry Road Bridge Stabilization Project from Hemphill Construction in the amount of \$459,490.00**

Motion to accept the Hemphill Construction bid for the Terry Road Bridge Stabilization Project

Moved by Alderman Johnson

Seconded by Alderman Amos

Motion Passed

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

- (e) **Approval of quote in the amount of \$60,820.00 from Fordice Construction Company for Parker Drive pipe repair (131-301-908)**

Motion to approve the Fordice Construction Company quote for Parker Drive pipe repair

Moved by Alderman Gibson

Seconded by Alderman Harris-Allen

Motion Passed

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

- (f) **Approval to advertise for bids for Phase 2 of the Siwell Road striping project**

Motion to approve advertising for bids

Moved by Alderman Gibson

Seconded by Alderman Harris-Allen

Motion Passed

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

- (g) **Approval to advertise for bids for the 2024 City Overlay Project**

Motion to approve advertising for bids

Moved by Alderman Gibson

Seconded by Alderman Harris-Allen

Motion Passed

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

- (h) **Authorization for McMaster & Associates to obtain proposals for geotechnical engineering wetland consultants and land surveyors in preparation for the soccer fields**

Motion to approve

Moved by Alderman Gibson

Seconded by Alderman Harris-Allen

Motion Passed

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

- (i) **Hearing on property located at 437 Riverbend Drive, Byram, MS to make a determination under Section 21-19-11 of the MS Code as to whether the property is in a condition to be a menace to the health, safety and welfare of the community; if determined then approval of the Resolution declaring the property a menace**
Motion to declare the property a menace to the health, safety and welfare of the community
Moved by Alderman Hosey
Seconded by Alderman Amos
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Harris-Allen
- (j) **Hearing on property located at 6655 Siwell Road, Byram, MS to make a determination under Section 21-19-11 of the MS Code as to whether the property is in a condition to be a menace to the health, safety and welfare of the community; if determined then approval of the Resolution declaring the property a menace**
Motion to declare the property a menace to the health, safety and welfare of the community
Moved by Alderman Johnson
Seconded by Alderman Gibson
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Harris-Allen
- (k) **Hearing on property located at 702 Gary Drive, MS to make a determination under Section 21-19-11 of the MS Code as to whether the property is in a condition to be a menace to the health, safety and welfare of the community; if determined then approval of the Resolution declaring the property a menace**
Motion to declare the property a menace to the health, safety and welfare of the community based on the condition of grass and gutter disrepair with the condition of further notification attempts for thirty days
Moved by Alderman Gibson
Seconded by Alderman Harris-Allen
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Harris-Allen
- (l) **Hearing on property located at 2150 South Ridge Road, Byram, MS to make a determination under Section 21-19-11 of the MS Code as to whether the property is in a condition to be a menace to the health, safety and welfare of the community; if determined then approval of the Resolution declaring the property a menace**
Motion to declare the property a menace to the health, safety and welfare of the community
Moved by Alderman Gibson
Seconded by Alderman Johnson
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Harris-Allen
- (m) **Hearing on property located at 0 Dakota Street, Byram, MS to make a determination under Section 21-19-11 of the MS Code as to whether the property is in a condition to be a menace to the health, safety and welfare of the community; if determined then approval of the Resolution declaring the property a menace**

Motion to declare the property a menace to the health, safety and welfare of the community

Moved by Alderman Gibson

Seconded by Alderman Johnson

Motion Passed

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

- (n) **Hearing on property located at 2041 South Ridge Road, Byram, MS to make a determination under Section 21-19-11 of the MS Code as to whether the property is in a condition to be a menace to the health, safety and welfare of the community; if determined then approval of the Resolution declaring the property a menace**

Motion to declare the property a menace to the health, safety and welfare of the community

Moved by Alderman Gibson

Seconded by Alderman Hosey

Motion Passed

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

6. Approval of Consent Agenda Items

Motion to approve Consent Agenda

Moved by Alderman Hosey

Seconded by Alderman Gibson

Motion Passed

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

- (a) **Approval of Minutes of the June 10th Regular Work Session of the Mayor and Board of Aldermen**
- (b) **Approval of minutes of the June 13th Regular Meeting of the Mayor and Board of Aldermen**
- (c) **Approval of payment in the amount of \$335.00 to Ledireada Kent, reimbursement for SHRM exam fees (001-140-611)**
- (d) **Approval of payment in the amount of \$10,000.00 to LiveWire Electrical Contractors for siren maintenance (001-195-575)**
- (e) **Approval of Entergy proposal for installation of LED lights at City Hall to replace all the current fluorescent lights. Of the \$10,295.00 total cost, Entergy would pay \$8,740.00, leaving \$2,185.00 cost to the City (001-195-560)**
- (f) **Approval of Entergy proposal for installation of LED lights at the Police Department to replace all the current fluorescent lights. Of the \$3,993.00 total cost, Entergy would pay \$3,194.40, leaving \$798.60 cost to the City (001-200-560)**
- (g) **Approval for Officer Detra Ward to attend First Hands Advanced First Aid/Narcan Class at the Simpson County 9-1-1 Operations Center in Mendenhall, MS on July 23, 2024, at no cost to the City**

- (h) **Approval for payment of \$3,676.00 to Service Electrical Sales for Yearly Renewal of Eaton Flex Service Plan (001-200-650)**
- (i) **Approval of Agreement with CMPDD for professional services relating to the 2022 CDBG Grant Application**
- (j) **Approval of Agreement with Guest Consultants for engineering services for the CDBG Drainage Project**
- (k) **Approval of quote in the amount of \$7,627.42 from Rick's Pro Truck Commercial for the purchase and installation of a crane on a 2015 Chevy 2500 truck (400-700-903)**
- (l) **Approval to dispose of asset #PE-4, 2014 International Asphalt Hot Box, VIN 1K9BU1811EN246203, by auction**
- (m) **Approval of lowest and best quote in the amount of \$11,346.25 from Cooper Electric to rebuild the pump in the Renfroe Pump Station (400-700-577)**
- (n) **Approval of payment in the amount of \$10,210.00 to Hemphill Construction, invoice #1 for Bull Run emergency pipe repair (131-301-908)**

7. Discussion and Action

- (a) **Approval of Claims Docket in the amount of \$907,090.99 from 6/5/24 to 7/3/24**
Motion to approve Claims Docket
 Moved by Alderman Johnson
 Seconded by Alderman Gibson
 Motion Passed
 Ayes: Johnson, Hosey, Amos, Gibson, Harris-Allen
 Nays: Mack
- (b) **Discussion of proposed dates for Budget Work Sessions**
Motion to set Budget Work Sessions for July 30th, August 1st and Aust 6th, all at 6:00 P.M.
 Moved by Alderman Johnson
 Seconded by Alderman Harris-Allen
 Motion Passed
 Ayes: Johnson, Hosey, Amos, Mack, Gibson, Harris-Allen
- (c) **Approval of pay increase to \$25.25 per hour for Ledireada Kent after passing the Society for Human Resource Management Certified Professional exam**
Motion to approve pay increase to \$25.25 per hour for Ledireada Kent
 Moved by Alderman Johnson
 Seconded by Alderman Harris-Allen
 Motion Passed
 Ayes: Johnson, Hosey, Amos, Mack, Gibson, Harris-Allen

- (d) **Approval of quote in the amount of \$5,400.19 from Bags In Bulk, for 984 clear backpacks for the Blue Dawgs to donate to the Back to School Bash**

Motion to approve this donation as it will bring favorable notice to communities in the City of Byram

Moved by Alderman Harris-Allen

Seconded by Alderman Johnson

Motion Passed

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

- (e) **Approval to hire a Certified Patrol Officer at \$21.50 per hour with full benefits, contingent upon successful completion of the hiring process**

Motion to hire a Clint Earls as a Certified Patrol Officer at \$21.50 per hour with full benefits, contingent upon successful completion of the hiring process

Moved by Alderman Hosey

Seconded by Alderman Gibson

Motion Passed

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

- (f) **Approval of a pay increase to \$12.67 per hour, effective July 22nd, for Firefighter Demichael Mabry after becoming a certified EMT**

Motion to approve pay increase to \$12.67 per hour for Firefighter Demichael Mabry

Moved by Alderman Harris-Allen

Seconded by Alderman Gibson

Motion Passed

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

- (g) **Approval to hire a Street Worker at \$14.00 per hour with full benefits, contingent upon successful completion of the hiring process**

Motion to hire Decoby Sumrall as a Street Worker at \$14.00 per hour with full benefits, contingent upon successful completion of the hiring process

Moved by Alderman Hosey

Seconded by Alderman Gibson

Motion Passed

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

- (h) **Approval to hire a Street Worker at \$14.00 per hour with full benefits, contingent upon successful completion of the hiring process**

Motion to hire Michael Nutt as a Street Worker at \$14.00 per hour with full benefits, contingent upon successful completion of the hiring process

Moved by Alderman Hosey

Seconded by Alderman Gibson

Motion Passed

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

(i) Discussion and consideration of the Mayoral veto action presented to the Board of Aldermen via email on June 17, 2024

After discussion, Alderman Hosey called the question and Alderman Amos seconded Motion to override the Mayoral Veto action presented to the Board of Aldermen via email on June 17, 2024

Moved by Alderman Gibson

Seconded by Alderman Mack

Motion withdrawn by Alderman Gibson

STATEMENT REGARDING MAYORAL VETO

In the Mayor Veto I issued on June 17, 2024, I included a statement which references my belief that the Board's 4-3 action granting a conditional use was in violation of state law as being both arbitrary and capricious, as well as unsupported by substantial evidence. Although not my intent by including it within my veto, I have since learned that to certain Aldermen, this statement was inadvertently personally and professionally offensive. Thus, I hereby withdraw that portion of my veto described above. The remaining reasons for my June 17 veto, namely a lack of interest by the petitioner in the real property, are unchanged.

(j) Discussion of Holiday Weekend scheduling concerning Food Truck Friday

Motion to amend the Food Truck Friday application to state that in the event the first Friday of the month falls on a legal holiday or the day after a legal holiday, the event will be held on the following Friday.

Moved by Alderman Gibson

Seconded by Alderman Mack

Motion Passed

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

(k) Department Heads monthly reports

No action taken

(l) Discussion of Travel Policy

No motion was made therefore no action was taken

(m) Approval to go into Closed Session to see if Executive Session is warranted to discuss a personnel issue

Motion to go into Closed Session to See if Executive Session is warranted to discuss a personnel issue with Mills, Scanlon, Dye & Pittman attorney John Scanlon and his associate

Moved by Alderman Amos

Seconded by Alderman Hosey

Motion Passed

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

Nays: Hosey

Motion to go into Executive Session to discuss the job performance of attorney John Scanlon and his associate

Moved by Alderman Mack

Seconded by Alderman Gibson

Motion Passed

Ayes: Johnson, Mack, Gibson, Harris-Allen

Nays: Hosey, Amos

Motion for a vote of No Confidence in City Attorney John Scanlon

Moved by Alderman Mack

Seconded by Alderman Gibson

Motion failed

Ayes: Mack, Gibson

Nays: Johnson, Hosey, Amos, Harris-Allen

Alderman Mack requested that her lack of confidence in the City Attorney be noted

Motion to exit Executive Session and re-enter Open Session

Moved by Alderman Gibson

Seconded by Alderman Johnson

Motion Passed

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

The required public announcement was made on re-entering Open Session

8. **Public Comments** *Byram residents may address the Board at this time, provided they have signed in with their name and address. Discussion will be limited to three (3) minutes per person*
No public comments

9. **Announcements**

- (a) **Thursday, July 25 - Regular Meeting of the Mayor and Board of Aldermen, 7:00 P.M. at City Hall**

10. **Adjourn**

Motion to adjourn at 9:51 P.M.

Moved by Alderman Harris-Allen

Seconded by Alderman Gibson

Motion Passed

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

Approved:  Date: 7/30/24
Richard White, Mayor

Attest:  Date: 7/30/24
Angela Richburg, City Clerk



CITY OF BYRAM

Claims Docket

06/05/2024 to 07/03/2024

JULY 12, 2024 CHECK RUN

Paid Claims:

PACKET # 8389	\$180,370.85	06/14/2024 AGENDA RUN (A/P AUTOMATION)	Pages 1-2 attached
PACKET # 8390	\$46,423.02	06/14/2024 AGENDA RUN (IN HOUSE)	Pages 3-4 attached
PACKET # 8399	\$560.00	06/14/2024 DA SHACK (BYRAM BLUE DAWGS)	Page 5 attached
PACKET # 8404	\$6,010.27	06/20/2024 MISC CHECK RUN (A/P AUTOMATION)	Page 6 attached
PACKET # 8405	\$2,357.15	06/20/2024 MISC CHECK RUN (IN HOUSE)	Page 7 attached
PACKET # 8407	\$8,382.89	06/20/2024 MISC CHECK RUN (SEWER AUTOMATION)	Page 8 attached
PACKET # 8423	\$61,487.72	06/21/2024 BANK TRANSFERS, CONTRACT LABOR	Page 9 attached
PACKET # 8424	\$2,027.41	06/21/2024 UTILITIES, USIQ	Page 10 attached
PACKET # 8425	\$11,230.36	06/30/2024 END OF MONTH (A/P AUTOMATION)	Page 11 attached
PACKET # 8426	\$13,808.40	06/30/2024 END OF MONTH (IN HOUSE)	Page 12-14 attached
PACKET # 8428	\$20.98	06/30/2024 END OF MONTH (SEWER AUTOMATION)	Page 15 attached

Unpaid Claims:

PACKET # 8408	\$414,127.03	07/12/2024 1st A.P. (A/P AUTOMATION)	Pages 16-23 attached
PACKET # 8409	\$95,785.76	07/12/2024 1st A.P. (SEWER AUTOMATION)	Pages 24-25 attached
PACKET # 8422	\$64,499.15	07/12/2024 1st A.P. (IN HOUSE)	Page 26 attached

Total Claims:	\$907,090.99
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City of Byram, MS

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Docket of Claims Register

APPKT008389 - 06/14/2024 AGENDA RUN (A/P AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00161	AT & T 0811479808	DKT0037069	ACCT# 8310012904295 (CIRCUIT) 05/2 Invoice	05/29/2024	ACCT# 8310012904295 (CIRCUIT) 05/2	001-200-605	229.62
00042	AT&T 05232024	DKT0037070	ACCT# 601 M31-3923 001 0598 (05/2: Invoice	05/23/2024	ACCT# 601 M31-3923 001 0598 (05/2:	001-200-605	284.00
01992	C SPIRE BUSINESS SOLUTIONS 0000684790-71	DKT0037071	PHONES - ALL DEPARTMENTS Invoice	05/26/2024	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	5,427.27 122.41 166.93 1,170.77 1,898.76 1,233.77 166.93 333.85 333.85
00048	CENTERPOINT ENERGY PD06032024-2	DKT0037072	ACCT# 6402101524-9 (POLICE) 04/29/ Invoice	06/03/2024	ACCT# 6402101524-9 (POLICE) 04/29/	001-200-630	37.08
00048	CENTERPOINT ENERGY PD06032024	DKT0037073	ACCT# 8751379-2 (POLICE) 04/29/24 - Invoice	06/03/2024	ACCT# 8751379-2 (POLICE) 04/29/24 -	001-200-630	57.50
00048	CENTERPOINT ENERGY FD06032024	DKT0037074	ACCT# 6400010056-6 (FIRE) 04/29/24 Invoice	06/03/2024	ACCT# 6400010056-6 (FIRE) 04/29/24	001-260-630	73.00
00048	CENTERPOINT ENERGY CH06032024	DKT0037075	ACCT# 10679376-3 (GENERATOR) 04/2 Invoice	06/03/2024	ACCT# 10679376-3 (GENERATOR) 04/2	001-195-630	38.71
00048	CENTERPOINT ENERGY PW06032024-1	DKT0037076	ACCT# 9314167-9 (PUBLIC WORKS) 04 Invoice	06/03/2024	ACCT# 9314167-9 (PUBLIC WORKS) 04	001-301-630 400-700-630	54.24 27.12 27.12
00048	CENTERPOINT ENERGY PW06032024-2	DKT0037077	ACCT# 11826065-2 (GENERATOR) 04/2 Invoice	06/03/2024	ACCT# 11826065-2 (GENERATOR) 04/2	400-700-630	37.08
00052	COMCAST PD05232024	DKT0037078	ACCT# 8396 41 046 0063338 (05/24/2 Invoice	05/23/2024	ACCT# 8396 41 046 0063338 (05/24/2	001-200-605	370.66
00052	COMCAST PW05282024	DKT0037079	ACCT# 8396 41 046 0073014 (06/03/2 Invoice	05/28/2024	ACCT# 8396 41 046 0073014 (06/03/2	001-301-605 400-700-605	157.81 78.90 78.91
01891	GRANICUS 183964	DKT0037080	PEAK AGENDA MANAGEMENT 05/13/ Invoice	05/20/2024	PEAK AGENDA MANAGEMENT 05/13/	001-195-681	5,353.43

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Docket of Claims Register

APPKT008389 - 06/14/2024 AGENDA RUN (A/P AUTOMATION)

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00860	HEMPHILL CONSTRUCTION CO	DKT0037081					108,519.63
	05212024	GARY ROAD BRIDGE LPA PROJECT - CO	Invoice	05/21/2024	GARY ROAD BRIDGE LPA PROJECT - CO	001-301-910	108,519.63
00090	HOME DEPOT CREDIT SERVICES	DKT0037082					169.00
	8353381	GREASE GUN	Invoice	02/08/2024	GREASE GUN	001-260-559	169.00
02264	KEEP AMERICA BEAUTIFUL	DKT0037083					187.00
	KAB 2024-3753	ANNUAL MEMBERSHIP	Invoice	06/07/2024	ANNUAL MEMBERSHIP	001-195-622	187.00
02419	MCMASTER & ASSOCIATES, INC.	DKT0037084					9,021.27
	3278	SURVEY & DESIGN @ 925 BULLRUN DF	Invoice	05/21/2024	SURVEY & DESIGN @ 925 BULLRUN DF	001-301-602	9,021.27
02419	MCMASTER & ASSOCIATES, INC.	DKT0037085					2,149.56
	3269	SURVEY & DESIGN SERVICES FOR PARK	Invoice	05/17/2024	SURVEY & DESIGN SERVICES FOR PARK	001-301-602	2,149.56
02419	MCMASTER & ASSOCIATES, INC.	DKT0037086					9,103.82
	3	PROFESSIONAL SERVICES 04/01/2024	Invoice	05/29/2024	PROFESSIONAL SERVICES 04/01/2024	001-301-602	9,103.82
02531	PICKERING FIRM, INC	DKT0037087					34,500.00
	0095459	PROFESSIONAL SERVICES 04/28/2024	Invoice	06/03/2024	PROFESSIONAL SERVICES 04/28/2024	400-700-602	34,500.00
00603	REGIONAL ORGANIZED CRIME IN	DKT0037088					300.00
	0066381-IN	ANNUAL SERVICE FEE JULY 2024 - JUN	Invoice	06/01/2024	ANNUAL SERVICE FEE JULY 2024 - JUN	001-200-681	300.00
00193	REPUBLIC SERVICES, INC	DKT0037089					4,071.35
	0823-001152975	PD BASIC SERVICE 06/01/2024 - 06/30	Invoice	05/26/2024	PD BASIC SERVICE 06/01/2024 - 06/30	001-200-681	308.22
	0823-001153059	PW BASIC SERVICE 05/01/2024 - 05/31	Invoice	05/26/2024	PW BASIC SERVICE 05/01/2024 - 05/31	001-301-685	3,763.13
00901	ROBERT J YOUNG COMPANY INC	DKT0037090					228.82
	INV6954871	PD RECORDS COPIES 05/01/2024 - 05/31	Invoice	06/03/2024	PD RECORDS COPIES 05/01/2024 - 05/31	001-200-650	228.82
Total Claims: 22						Total Payment Amount:	180,370.85



City of Byram, MS

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Docket of Claims Register

APPKT008390 - 06/14/2024 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
01984	COURTYARD GULFPORT BEACH	06042024-2	CONF# 91793164, RICARDO KINCAID, .	Invoice	06/04/2024	CONF# 91793164, RICARDO KINCAID, .	001-200-610	856.00
		06072024-1	CONF# 91793164, DAVID ERRINGTON, .	Invoice	06/04/2024	CONF# 91793164, DAVID ERRINGTON, .	001-200-610	428.00
00913	FIRST NATIONAL BANK OF OMAHA	06032024	HOTEL BOOKING RESERVATION FEE	Invoice	06/03/2024	HOTEL BOOKING RESERVATION FEE	001-200-610	31.98
		INV259228821	ZOOM MEETINGS 06/02/2024 - 07/01	Invoice	06/02/2024	ZOOM MEETINGS 06/02/2024 - 07/01	001-110-681	15.99
							001-195-681	7.99
								8.00
02558	FIRST NAT'L BANK OF OMAHA	05152024	DELTA AIRLINES BAGGAGE FEE - CALGA	Invoice	05/15/2024	DELTA AIRLINES BAGGAGE FEE	001-140-610	2,098.97
		05232024-1	MARRIOTT - DOWNTOWN CALGARY	Invoice	05/23/2024	MARRIOTT - DOWNTOWN CALGARY	001-140-610	35.00
		05232024-2	FOREIGN TRANSACTION FEE - CALGAR	Invoice	05/23/2024	FOREIGN TRANSACTION FEE - CALGAR	001-140-610	900.95
		06012024	AT&T BILL PAYMENT(S) LOST IN MAIL,	Invoice	06/01/2024	AT&T BILL PAYMENT(S) LOST IN MAIL,	001-200-605	27.02
								1,136.00
00019	GUEST CONSULTANTS, INC	7317	CDBG DRAINAGE PROJECT #23-062	Invoice	06/04/2024	CDBG DRAINAGE PROJECT #23-062	001-195-602	4,450.00
		7318	ADMIN/LAND DONATION	Invoice	06/04/2024	ADMIN/LAND DONATION	001-195-602	1,797.50
		7319	PROJECTS AND PLAN REVIEW	Invoice	06/04/2024	PROJECTS AND PLAN REVIEW	001-190-602	652.50
								2,000.00
00019	GUEST CONSULTANTS, INC	7315	SEWER DESLUDGE PROJECT #22-051	Invoice	06/04/2024	SEWER DESLUDGE PROJECT #22-051	400-700-602	7,742.50
		7316	LIFT STATION IN LAKE DOCKERY PROJ #	Invoice	06/04/2024	LIFT STATION IN LAKE DOCKERY PROJ #	400-700-602	2,160.00
								5,582.50
00007	MILLS, SCANLON, DYE & PITTMAN		GENERAL SERVICES	Invoice	06/05/2024	GENERAL SERVICES	001-100-603	12,201.25
	MAY2024						001-110-603	52.50
							001-110-671	1,952.25
							001-190-603	3,805.00
							001-195-603	476.25
							001-260-603	2,656.75
							001-280-603	52.50
							001-301-603	630.00
								2,576.00
00007	MILLS, SCANLON, DYE & PITTMAN		SEWER SERVICES	Invoice	06/05/2024	SEWER SERVICES	400-700-603	15,781.75
	MAY2024-S						400-700-603	1,661.50
								14,120.25
01046	MS CHAPTER FBINAA	06072024-1	REGISTRATION - DAVID ERRINGTON, A	Invoice	06/07/2024	REGISTRATION - DAVID ERRINGTON, A	001-200-611	700.00
		06072024-2	REGISTRATION - RICARDO KINCAID, AL	Invoice	06/07/2024	REGISTRATION - RICARDO KINCAID, AL	001-200-611	350.00
								350.00

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Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
01501	MS DEPARTMENT OF REVENUE	DKT0037099						24.12
	06102024	SBF 2024 SALES TAX FOR HOMEGIRL B	Invoice	06/10/2024	SBF 2024 SALES TAX FOR HOMEGIRL B	001-000-398		24.12
02449	MUNICIPAL INTERCEPT COMPAN	DKT0037100						1,526.69
	06122024-1	REFUND/DOR PYMT SENT IN ERROR -	Invoice	06/12/2024	REFUND/DOR PYMT SENT IN ERROR -	001-000-398		85.50
	06122024-2	REFUND/DOR PYMT SENT IN ERROR -	Invoice	06/12/2024	REFUND/DOR PYMT SENT IN ERROR -	001-000-398		148.94
	06122024-3	REFUND/DOR PYMT SENT IN ERROR -	Invoice	06/12/2024	REFUND/DOR PYMT SENT IN ERROR -	001-000-398		195.50
	06122024-4	REFUND/DOR PYMT SENT IN ERROR -	Invoice	06/12/2024	REFUND/DOR PYMT SENT IN ERROR -	001-000-398		256.00
	06122024-5	REFUND/DOR PYMT SENT IN ERROR -	Invoice	06/12/2024	REFUND/DOR PYMT SENT IN ERROR -	001-000-398		236.80
	06122024-6	REFUND/DOR PYMT SENT IN ERROR -	Invoice	06/12/2024	REFUND/DOR PYMT SENT IN ERROR -	001-000-398		195.50
	06122024-7	REFUND/DOR PYMT SENT IN ERROR -	Invoice	06/12/2024	REFUND/DOR PYMT SENT IN ERROR -	001-000-398		408.45
01317	PAY PROS OF MS, INC	DKT0037101						267.00
	APRIL2024	TIME CLOCK LEASE FOR APRIL 2024	Invoice	04/30/2024	TIME CLOCK LEASE FOR APRIL 2024	001-195-650		267.00
00028	PETTY CASH CUSTODIAN / JULIA	DKT0037102						376.36
	06132024	REIMBURSEMENT TO PETTY CASH	Invoice	06/13/2024	REIMBURSEMENT TO PETTY CASH	001-140-622		15.00
						001-195-505		102.63
						001-200-511		205.18
						001-260-505		53.55
03012	SMITH, PATRICIA	DKT0037103						366.40
	06132024	REFUND FOR OVERPAYMENT OF COUR	Invoice	06/13/2024	REFUND FOR OVERPAYMENT OF COUR	001-000-398		366.40
Total Claims: 13							Total Payment Amount:	46,423.02



City of Byram, MS

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APPKT008399 - 06/14/2024 DA SHACK (BYRAM BLUE DAWGS)

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
03003		TERRY, FREDERICK	DKT0037116					560.00
		102	PO7371-CHEESEBURGER MEALS FOR E	Invoice	06/03/2024	PO7371-CHEESEBURGER MEALS FOR E	001-200-511	560.00
			Total Claims: 1			Total Payment Amount:		560.00



City of Byram, MS

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APPKT008404 - 06/20/2024 MISC CHECK RUN (A/P AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
								Distribution Amount
00161	AT & T	3596240908	NCIC MONITORING 05/01/2024 - 05/3	Invoice	06/01/2024	NCIC MONITORING 05/01/2024 - 05/3	001-200-609	214.61
								214.61
00161	AT & T	06112024	NCIC MONITORING 06/11/2024 - 07/1	Invoice	06/11/2024	NCIC MONITORING 06/11/2024 - 07/1	001-200-609	152.67
								152.67
00042	AT&T	06112024	POLICE DEPARTMENT PHONES 06/11/	Invoice	06/11/2024	POLICE DEPARTMENT PHONES 06/11/	001-200-605	390.01
								390.01
0005	ENTERGY	255006708346	ACCT# 103157525 (CITY HALL) 05/08/	Invoice	06/12/2024	ACCT# 103157525 (CITY HALL) 05/08/	001-195-630	973.78
								973.78
0005	ENTERGY	10018940832	COLLECTIVE BILL (TRAFFIC SIGNALS) #	Invoice	06/14/2024	COLLECTIVE BILL (TRAFFIC SIGNALS) #	001-301-631	454.92
								454.92
0005	ENTERGY	170006490355	ACCT# 112464243 (FIRE) 05/08/24 - 0	Invoice	06/12/2024	ACCT# 112464243 (FIRE) 05/08/24 - 0	001-260-630	1,470.75
								1,470.75
0005	ENTERGY	185007677003	ACCT# 100229020 (PUBLIC WORKS) 05	Invoice	06/11/2024	ACCT# 100229020 (PUBLIC WORKS) 05	001-301-630 400-700-630	563.33 281.66 281.67
								1,303.38
0005	ENTERGY	375005130190	ACCT# 94799053 (POLICE) 05/07/24 -	Invoice	06/11/2024	ACCT# 94799053 (POLICE) 05/07/24 -	001-200-630	1,303.38
								182.39
0005	ENTERGY	55008199574	ACCT# 162483584 (POLICE -2) 05/07/	Invoice	06/11/2024	ACCT# 162483584 (POLICE -2) 05/07/	001-200-630	182.39
								39.28
02855	JXN WATER INC	PD06102024	ACCT# 3179300000 (05/07/2024 - 06/	Invoice	06/10/2024	ACCT# 3179300000 (05/07/2024 - 06/	001-200-630	39.28
								218.27
02855	JXN WATER INC	PW06102024	ACCT# 9956300000 (05/07/2024 - 06/	Invoice	06/10/2024	ACCT# 9956300000 (05/07/2024 - 06/	001-301-630 400-700-630	109.14 109.13
								46.88
02855	JXN WATER INC	FD06112024	ACCT# 1836400000 (05/08/2024 - 06/	Invoice	06/11/2024	ACCT# 1836400000 (05/08/2024 - 06/	001-260-630	46.88
Total Claims: 12							Total Payment Amount:	6,010.27

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APPKT008405 - 06/20/2024 MISC CHECK RUN (IN HOUSE)

By Docket/Claim Number



City of Byram, MS

Vendor #	Vendor Name	Payable Number	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
									Distribution Amount
02000	ASCAP	500788427 04202024	DKT0037117	ANNUAL LICENSE FEE	Invoice	04/20/2024	ANNUAL LICENSE FEE	100-550-681	438.67
									438.67
00073	MARS AND STEEL, INC	80289	DKT0037118	TROPHIES & ENGRAVING	Invoice	06/18/2024	TROPHIES & ENGRAVING	001-200-511	122.60
									122.60
00192	MCALISTER'S DELI	2373841	DKT0037119	PO7402-#40 BLACK FOREST HAM BOX	Invoice	06/13/2024	PO7402-#30 ROAST TURKEY BOX LUNC	001-200-511	775.60
							PO7402-#40 BLACK FOREST HAM BOX	001-200-511	322.50
									453.10
03004	MOSES, JERMAINE	226	DKT0037120	PO7381-24' X 60' DUAL LANE WATERS	Invoice	06/03/2024	PO7381-24' X 60' DUAL LANE WATERS	001-200-511	765.00
							PO7381-24' X 60' DUAL LANE WATERS	001-200-511	378.00
							PO7381-VOLLEYBALL POOL	001-200-511	27.00
									360.00
02779	MS BUREAU OF INVESTIGATION	PW06172024	DKT0037121	BACKGROUND CHECK- NEW EMPLOYE	Invoice	06/17/2024	BACKGROUND CHECK- NEW EMPLOYE	001-301-681	32.00
									32.00
00890	WHITE, RICHARD	06072024	DKT0037122	REIMBURSEMENT FOR BYRAM BLUE D	Invoice	06/07/2024	REIMBURSEMENT FOR BYRAM BLUE D	001-200-511	223.28
									223.28
Total Claims: 6								Total Payment Amount:	2,357.15



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APPKT008407 - 06/20/2024 MISC CHECK RUN (SEWER AUTOMATION)

By Docket/Claim Number

	Vendor Name	Docket/Claim #					Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
0005	ENTERGY	DKT0037135					8,382.89
	10018940833	COLLECTIVE BILL (SEWER) # 10201798	Invoice	06/14/2024	COLLECTIVE BILL (SEWER) # 10201798	400-700-632	8,382.89
Total Claims: 1						Total Payment Amount:	8,382.89



City of Byram, MS

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APPKT008423 - 06/21/2024 BANKI TRANSFERS, CONTRACT LABOR

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #					Payment Amount
	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
02932	CITY OF BYRAM CADENCE GENE	DKT0037136					61,087.72
	06202024-1	JUNE 2024 PAYROLL & A/P TRANSFER	Invoice	06/20/2024	JUNE 2024 PAYROLL & A/P TRANSFER	400-000-005	9,810.86
	06202024-2	JUNE 2024 DUE TO/FROM	Invoice	06/20/2024	JUNE 2024 DUE TO/FROM	400-000-148	21,276.86
	06202024-3	JUNE 2024 BOND & INTEREST	Invoice	06/20/2024	JUNE 2024 BOND & INTEREST	400-900-991	30,000.00
02997	FISHER, ESTHER	DKT0037137					120.00
	06152024-1	REFEREED @ 8:15 A.M.	Invoice	06/15/2024	REFEREED @ 8:15 A.M.	001-550-665	30.00
	06152024-2	REFEREED @ 9:00 A.M.	Invoice	06/15/2024	REFEREED @ 9:00 A.M.	001-550-665	30.00
	06152024-3	REFEREED @ 9:50 A.M.	Invoice	06/15/2024	REFEREED @ 9:50 A.M.	001-550-665	30.00
	06152024-4	REFEREED @ 10:50 A.M.	Invoice	06/15/2024	REFEREED @ 10:50 A.M.	001-550-665	30.00
02980	JOHNSON, GENINA	DKT0037138					120.00
	06152024-1	REFEREED @ 8:15 A.M.	Invoice	06/15/2024	REFEREED @ 8:15 A.M.	001-550-665	30.00
	06152024-2	REFEREED @ 9:00 A.M.	Invoice	06/15/2024	REFEREED @ 9:00 A.M.	001-550-665	30.00
	06152024-3	REFEREED @ 9:50 A.M.	Invoice	06/15/2024	REFEREED @ 9:50 A.M.	001-550-665	30.00
	06152024-4	REFEREED @ 10:50 A.M.	Invoice	06/15/2024	REFEREED @ 10:50 A.M.	001-550-665	30.00
02973	WHITE, GREG	DKT0037139					160.00
	06152024-1	REFEREED @ 8:15 A.M. (SOLO)	Invoice	06/15/2024	REFEREED @ 8:15 A.M. (SOLO)	001-550-665	40.00
	06152024-2	REFEREED @ 8:50 A.M. (SOLO)	Invoice	06/15/2024	REFEREED @ 8:50 A.M. (SOLO)	001-550-665	40.00
	06152024-3	REFEREED @ 9:30 A.M. (SOLO)	Invoice	06/15/2024	REFEREED @ 9:30 A.M. (SOLO)	001-550-665	40.00
	06152024-4	REFEREED @ 10:00 A.M. (SOLO)	Invoice	06/15/2024	REFEREED @ 10:00 A.M. (SOLO)	001-550-665	40.00
Total Claims: 4						Total Payment Amount:	61,487.72



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APPKT008424 - 06/21/2024 UTILITIES, USIQ

By Docket/Claim Number

	Vendor Name	Docket/Claim #						Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount	
00052	COMCAST	DKT0037141						263.64
	FD06092024	ACCT# 8396 41 046 0114198 (06/13/2	Invoice	06/09/2024	ACCT# 8396 41 046 0114198 (06/13/2	001-260-605		263.64
0005	ENTERGY	DKT0037142						720.42
	145007629686	ACCT# 200404150 (FIRE) 05/13/24 - 0	Invoice	06/17/2024	ACCT# 200404150 (FIRE) 05/13/24 - 0	001-260-630		720.42
02796	USIQ, INC	DKT0037143						1,043.35
	24863169-1	PELTOR COMTAC HEADSET, ADAPTER,	Invoice	11/20/2023	PELTOR COMTAC HEADSET, ADAPTER,	001-200-555		727.50
						001-200-555		250.00
						001-200-555		65.85
Total Claims: 3						Total Payment Amount:		2,027.41



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APPKT008425 - 06/30/2024 END OF MONTH (A/P AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
								Distribution Amount
00052	COMCAST	CH06182024	ACCT# 8396 41 043 0118550 (06/22/2	Invoice	06/18/2024	ACCT# 8396 41 043 0118550 (06/22/2	001-195-605	105.82
								105.82
00052	COMCAST	PD06232024	ACCT# 8396 41 046 0063338 (06/24/2	Invoice	06/23/2024	ACCT# 8396 41 046 0063338 (06/24/2	001-200-605	370.66
								370.66
0005	ENTERGY	395005008223	ACCT# 104018296 (STREETLIGHTS) 05,	Invoice	06/24/2024	ACCT# 104018296 (STREETLIGHTS) 05,	001-301-631	6,458.05
								6,458.05
0005	ENTERGY	320004381165	ACCT# 19777721 (WELCOME SIGN) 05	Invoice	06/25/2024	ACCT# 19777721 (WELCOME SIGN) 05	001-550-630	43.43
								43.43
02855	JXN WATER INC	DRP06172024	ACCT# 1740745981 (05/09/2024 - 06/	Invoice	06/17/2024	ACCT# 1740745981 (05/09/2024 - 06/	001-550-630	32.90
								32.90
00264	KENTWOOD SPRINGS	12083768 062324	PD WATER	Invoice	06/23/2024	PD WATER	001-200-505	86.95
								86.95
00264	KENTWOOD SPRINGS	10602189 062824	CH WATER	Invoice	06/28/2024	CH WATER	001-195-505	75.94
								75.94
00423	RAWORTH & HARVEL, LLC	JULY2024	130 SOUTHPOINTE DR. SUITE #G (JULY	Invoice	06/24/2024	130 SOUTHPOINTE DR. SUITE #G (JULY	001-200-688	1,750.00
								1,750.00
00193	REPUBLIC SERVICES, INC	0823-001158187	PD BASIC SERVICE 07/01/2024 - 07/31	Invoice	06/26/2024	PD BASIC SERVICE 07/01/2024 - 07/31	001-200-681	756.62
		0823-001158271	PW BASIC SERVICE 06/01/2024 - 06/31	Invoice	06/26/2024	PW BASIC SERVICE 06/01/2024 - 06/31	001-301-685	304.83
								451.79
02364	STEWART, KEVIN THOMAS	JUNE2024	PUBLIC DEFENDER FOR JUNE 2024	Invoice	06/24/2024	PUBLIC DEFENDER FOR JUNE 2024	001-110-672	1,500.00
								1,500.00
00489	THE TRACTOR STORE	207996	SHIPPING & HANDLING NOT INCLUDEI	Invoice	05/23/2024	SHIPPING & HANDLING NOT INCLUDEI	001-301-575	49.99
								49.99
Total Claims: 11								Total Payment Amount: 11,230.36



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APPKT008426 - 06/30/2024 END OF MONTH (IN HOUSE)

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00123	CAPITAL ONE TRADE CREDIT	DKT0037155					2,246.27
	00850	BLUE DAWG SUPPLIES	Invoice	06/18/2024	BLUE DAWG SUPPLIES	001-200-511	122.64
	01548	MISCELLANEOUS EQUIPMENT FOR ST/	Invoice	05/24/2024	MISCELLANEOUS EQUIPMENT FOR ST/	001-260-559	89.90
	01990	CLEANING & JANITORIAL SUPPLIES	Invoice	06/11/2024	CLEANING & JANITORIAL SUPPLIES	001-280-510	46.62
	03000	STARTER FLUID/MECHANIC IN A BOTTI	Invoice	06/07/2024	STARTER FLUID/MECHANIC IN A BOTTI	001-260-570	12.45
	04778	HEAVY DUTY BINDERS	Invoice	06/18/2024	HEAVY DUTY BINDERS	001-200-500	79.52
	06336	SUPPLIES	Invoice	06/13/2024	SUPPLIES	001-260-505	104.27
	08063	PO7403-VIZIO TELEVISION AND MISC!	Invoice	06/06/2024	PO7403- MISC SOFT DRINKS	001-200-511	96.79
					PO7403-VIZIO TELEVISION AND MISC!	001-200-511	268.00
	08071	BLUE DAWG SUPPLIES	Invoice	06/06/2024	BLUE DAWG SUPPLIES	001-200-511	56.60
	082726	PO7375-PAPER TOWELS, SOAP, GLOVE	Invoice	06/05/2024	PO7375-PAPER TOWELS, SOAP, GLOVE	001-200-511	216.13
	08439	BLUE DAWG SUPPLIES	Invoice	05/31/2024	BLUE DAWG SUPPLIES	001-200-511	37.13
	08474	SUPPLIES - FIRE CHIEF'S RETIREMENT I	Invoice	05/21/2024	SUPPLIES - FIRE CHIEF'S RETIREMENT I	001-260-505	85.42
	08673	DURACELL BATTERIES	Invoice	06/04/2024	DURACELL BATTERIES	001-200-500	109.35
	09224	PO7376 FD CLEANING SUPPLIES, BOT	Invoice	06/06/2024	PO7376 FD CLEANING SUPPLIES, BOT	001-260-510	449.02
	09652	BLUE DAWG SUPPLIES	Invoice	06/13/2024	BLUE DAWG SUPPLIES	001-200-511	79.36
	137693	TOWELS	Invoice	06/05/2024	TOWELS	001-200-500	19.98
	940163	BLUE DAWG SUPPLIES	Invoice	06/18/2024	BLUE DAWG SUPPLIES	001-200-511	373.09
02932	CITY OF BYRAM CADENCE GENE	DKT0037156					8,537.10
	07012024	JUNE 2024 PAYROLL & A/P TRANSFER :	Invoice	07/01/2024	JUNE 2024 PAYROLL & A/P TRANSFER :	400-000-005	8,537.10
02486	COURTNEY & CAMP ATTORNEYS	DKT0037157					735.54
	INV0081245		Invoice	06/14/2024		001-000-125	364.54
	INV0081509		Invoice	06/28/2024		001-000-125	371.00
03023	EDWARDS, MICHAEL	DKT0037158					104.00
	1082871	REIMBURSEMENT - EMT INITIAL APPLI	Invoice	06/28/2024	REIMBURSEMENT - EMT INITIAL APPLI	001-260-611	104.00
03025	FISHER, ELIJAH K.	DKT0037159					90.00
	06292024-1	REFEREED BOYS/GIRLS @ 8:30 A.M.	Invoice	06/29/2024	REFEREED BOYS/GIRLS @ 8:30 A.M.	001-550-665	30.00
	06292024-2	REFEREED BOYS/GIRLS @ 9:15 A.M.	Invoice	06/29/2024	REFEREED BOYS/GIRLS @ 9:15 A.M.	001-550-665	30.00
	06292024-3	REFEREED BOYS/GIRLS @ 10:15 A.M.	Invoice	06/29/2024	REFEREED BOYS/GIRLS @ 10:15 A.M.	001-550-665	30.00
01222	HENLEY, ROSS E.	DKT0037160					100.00
	INV0081298		Invoice	06/14/2024		001-000-125	50.00
	INV0081562		Invoice	06/28/2024		001-000-125	50.00
00887	HOSEY, DIANDRA	DKT0037161					77.26
	06262024	TRAVEL REIMBURSEMENT, JUNE 23-26	Invoice	06/26/2024	TRAVEL REIMBURSEMENT, JUNE 23-26	001-100-610	77.26

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APPKT008426 - 06/30/2024 END OF MONTH (IN HOUSE)

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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
02856	KRAFT, JULIA	DKT0037162					99.60
	06272024	TRAVEL REIMBURSEMENT, JUNE 23-27	Invoice	06/27/2024	TRAVEL REIMBURSEMENT, JUNE 23-27	001-140-610	99.60
01968	LEGAL SHIELD	DKT0037163					207.40
	CM0001576		Credit Memo	06/28/2024		001-000-123	-0.04
	INV0081268		Invoice	06/14/2024		001-000-123	13.95
	INV0081269		Invoice	06/14/2024		001-000-123	16.95
	INV0081270		Invoice	06/14/2024		001-000-123	17.95
	INV0081271		Invoice	06/14/2024		001-000-123	9.48
	INV0081272		Invoice	06/14/2024		001-000-123	9.48
	INV0081273		Invoice	06/14/2024		001-000-123	9.48
	INV0081274		Invoice	06/14/2024		001-000-123	9.48
	INV0081532		Invoice	06/28/2024		001-000-123	13.95
	INV0081533		Invoice	06/28/2024		001-000-123	16.95
	INV0081534		Invoice	06/28/2024		001-000-123	17.95
	INV0081535		Invoice	06/28/2024		001-000-123	9.48
	INV0081536		Invoice	06/28/2024		001-000-123	9.48
	INV0081537		Invoice	06/28/2024		001-000-123	9.48
	INV0081538		Invoice	06/28/2024		001-000-123	9.48
	INV0081580		Invoice	07/01/2024		001-000-123	33.90
02698	MENDELSON LAW FIRM	DKT0037164					363.63
	INV0081581		Invoice	07/01/2024		001-000-125	363.63
02469	MILEY, BILL	DKT0037165					98.10
	06272024	TRAVEL REIMBURSEMENT - MML BILO	Invoice	06/27/2024	TRAVEL REIMBURSEMENT - MML BILO	001-301-610	98.10
02779	MS BUREAU OF INVESTIGATION	DKT0037166					32.00
	PW06252024	BACKGROUND CHECK - NUTT, MICHAEL	Invoice	06/25/2024	BACKGROUND CHECK - NUTT, MICHAEL	001-301-681	32.00
02970	MYERS, RICHARD LEE	DKT0037167					160.00
	06292024-1	REFEREED BOYS/GIRLS @ 8:30 A.M. (S	Invoice	06/29/2024	REFEREED BOYS/GIRLS @ 8:30 A.M. (S	001-550-665	40.00
	06292024-2	REFEREED BOYS/GIRLS @ 9:15 A.M. (S	Invoice	06/29/2024	REFEREED BOYS/GIRLS @ 9:15 A.M. (S	001-550-665	40.00
	06292024-3	REFEREED BOYS/GIRLS @ 10:00 A.M. (	Invoice	06/29/2024	REFEREED BOYS/GIRLS @ 10:00 A.M. (	001-550-665	40.00
	06292024-4	REFEREED BOYS/GIRLS @ 10:45 A.M. (	Invoice	06/29/2024	REFEREED BOYS/GIRLS @ 10:45 A.M. (	001-550-665	40.00
03024	PORTER, QUINTARIUS	DKT0037168					90.00
	06292024-1	REFEREED BOYS/GIRLS @ 8:30 A.M.	Invoice	06/29/2024	REFEREED BOYS/GIRLS @ 8:30 A.M.	001-550-665	30.00
	06292024-2	REFEREED BOYS/GIRLS @ 9:15 A.M.	Invoice	06/29/2024	REFEREED BOYS/GIRLS @ 9:15 A.M.	001-550-665	30.00
	06292024-3	REFEREED BOYS/GIRLS @ 10:15 A.M.	Invoice	06/29/2024	REFEREED BOYS/GIRLS @ 10:15 A.M.	001-550-665	30.00
02772	RAWLINGS, DAVID C.	DKT0037169					332.00
	INV0081244		Invoice	06/14/2024		001-000-125	166.00
	INV0081508		Invoice	06/28/2024		001-000-125	166.00

Vendor Name		Docket/Claim #				Payment Amount	
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
00322	SOUTHERN STATES POLICE BENE	DKT0037170					535.50
	INV0081281		Invoice	06/14/2024		001-000-124	15.75
	INV0081282		Invoice	06/14/2024		001-000-124	15.75
	INV0081283		Invoice	06/14/2024		001-000-124	15.75
	INV0081284		Invoice	06/14/2024		001-000-124	15.75
	INV0081285		Invoice	06/14/2024		001-000-124	15.75
	INV0081286		Invoice	06/14/2024		001-000-124	15.75
	INV0081287		Invoice	06/14/2024		001-000-124	15.75
	INV0081288		Invoice	06/14/2024		001-000-124	15.75
	INV0081289		Invoice	06/14/2024		001-000-124	15.75
	INV0081290		Invoice	06/14/2024		001-000-124	15.75
	INV0081291		Invoice	06/14/2024		001-000-124	15.75
	INV0081292		Invoice	06/14/2024		001-000-124	15.75
	INV0081293		Invoice	06/14/2024		001-000-124	15.75
	INV0081294		Invoice	06/14/2024		001-000-124	15.75
	INV0081295		Invoice	06/14/2024		001-000-124	15.75
	INV0081296		Invoice	06/14/2024		001-000-124	15.75
	INV0081297		Invoice	06/14/2024		001-000-124	15.75
	INV0081545		Invoice	06/28/2024		001-000-124	15.75
	INV0081546		Invoice	06/28/2024		001-000-124	15.75
	INV0081547		Invoice	06/28/2024		001-000-124	15.75
	INV0081548		Invoice	06/28/2024		001-000-124	15.75
	INV0081549		Invoice	06/28/2024		001-000-124	15.75
	INV0081550		Invoice	06/28/2024		001-000-124	15.75
	INV0081551		Invoice	06/28/2024		001-000-124	15.75
	INV0081552		Invoice	06/28/2024		001-000-124	15.75
	INV0081553		Invoice	06/28/2024		001-000-124	15.75
	INV0081554		Invoice	06/28/2024		001-000-124	15.75
	INV0081555		Invoice	06/28/2024		001-000-124	15.75
	INV0081556		Invoice	06/28/2024		001-000-124	15.75
	INV0081557		Invoice	06/28/2024		001-000-124	15.75
	INV0081558		Invoice	06/28/2024		001-000-124	15.75
	INV0081559		Invoice	06/28/2024		001-000-124	15.75
	INV0081560		Invoice	06/28/2024		001-000-124	15.75
	INV0081561		Invoice	06/28/2024		001-000-124	15.75
			Total Claims: 16		Total Payment Amount:		13,808.40



City of Byram, MS

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APPKT008428 - 06/30/2024 END OF MONTH (SEWER AUTOMATION)

By Docket/Claim Number

Vendor #		Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
		Payable Number	Payable Description					Distribution Amount
00048		CENTERPOINT ENERGY	DKT0037171					20.98
		PW06172024-3	ACCT# 11732033-3 (GENERATOR) 05/C	Invoice	06/17/2024	ACCT# 11732033-3 (GENERATOR) 05/C	400-700-630	20.98
			Total Claims: 1			Total Payment Amount:		20.98



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APPKT008408 - 07/12/2024 1st A.P. (A/P AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
								Distribution Amount
02584	A J CONSTRUCTION INC.	3116	SC-1, TYPE 8, 06/17/2024	Invoice	06/17/2024	SC-1, TYPE 8, 06/17/2024	001-301-572	156.78
02047	AMAZON CAPITAL SERVICES	1HG4-PFX1-HHH4	TUNE UP KIT, SPIGOT, PORTFOLIO	Invoice	06/23/2024	TUNE UP KIT, SPIGOT, PORTFOLIO	001-260-500	1,316.56
							001-260-505	149.99
							001-301-505	36.94
							001-301-505	30.78
							001-301-505	24.99
							400-700-500	12.99
							400-700-500	7.83
							400-700-500	5.61
							400-700-500	13.00
							400-700-505	43.78
		1KH6-DNPH-143G	PO7421-HALOGEN RIGHT SIDE HEADLI	Invoice	06/20/2024	PO7421-HALOGEN RIGHT SIDE HEADLI	001-200-570	281.29
		1MMF-4967-TKPM	FOLDER LABELS, GEL PENS, HIGHLIGHT	Invoice	06/14/2024	FOLDER LABELS, GEL PENS, HIGHLIGHT	001-110-500	12.98
							001-140-500	16.49
							001-140-500	5.79
		1PPD-31LL614K	PO7384-MSA 818264 RIOT CONTROL	Invoice	06/10/2024	PO7384-MSA 818264 RIOT CONTROL	001-200-555	674.10
00352	ANIMAL CARE EQUIPMENT AND	126034	48" VALUE SNAKE TONGS	Invoice	06/10/2024	48" VALUE SNAKE TONGS	001-200-559	77.15
01377	APPLICATION DATA SYSTEMS, IN	11551	PD & COURT SOFTWARE FOR JULY 202	Invoice	06/01/2024	PD & COURT SOFTWARE FOR JULY 202	001-110-650	4,195.00
							001-200-650	839.00
								3,356.00
01804	B & G AUTOBODY	754	PO7368-13-04-REPL.PADS, ROTORS, B	Invoice	05/21/2024	PO7368-REPL.PADS, ROTORS, BOLT KIT	001-200-570	717.28
						PO7368-REPL.PADS, ROTORS, BOLT KIT	001-200-570	212.79
						PO7368-REPL.PADS, ROTORS, BOLT KIT	001-200-570	192.00
		760	PO7399-21-03-BRAKES & ROTORS WIT	Invoice	06/13/2024	PO7399-21-03-BRAKES & ROTORS WIT	001-200-570	312.49
01626	BADGEPASS	INV116863	RIBBON	Invoice	06/20/2024	RIBBON	001-200-500	111.00
00882	BANK PLUS WEALTH MANAGEM	61724	2012 G. O. BOND	Invoice	06/17/2024	2012 G. O. BOND	200-140-800	291,940.00
							200-140-810	260,000.00
							200-140-840	31,440.00
								500.00
00611	BARNETT'S BODY SHOP	76908	OIL CHANGE	Invoice	06/19/2024	OIL CHANGE	001-200-570	137.95
		76935	OIL CHANGE, TIRE ROTATION	Invoice	06/24/2024	OIL CHANGE, TIRE ROTATION	001-200-570	59.00
								78.95

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Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
02351	BERKLEY INSURANCE COMPANY 40015496 061024	DKT0037204 INSURANCE - COMMERICAL	Invoice	06/10/2024	INSURANCE - COMMERICAL	001-140-625 001-195-625 001-200-625 001-260-625 001-280-625 001-301-625 001-550-625 400-700-625	56,040.00 580.20 4,209.12 21,810.79 12,898.71 236.19 9,582.41 752.20 5,970.38
02960	BRADY INDUSTRIES OF MISSISSIP 8961831	DKT0037205 JANITORIAL AND OFFICE SUPPLIES	Invoice	06/17/2024	JANITORIAL AND OFFICE SUPPLIES	001-195-505 001-200-500 001-200-510 400-700-500	405.95 40.02 12.89 48.03 38.68
	8962540	JANITORIAL AND OFFICE SUPPLIES	Invoice	06/17/2024	JANITORIAL AND OFFICE SUPPLIES	001-195-505 001-200-500 001-200-510 400-700-500	66.41 21.39 79.67 64.18
	8986671	PINE CLEANER & DEODORIZER	Invoice	06/25/2024	PINE CLEANER & DEODORIZER	001-195-510	34.68
00766	BUDGET SIGNES, INC 42961	DKT0037206 PO7355 FD 2 SIGNS FOR BAY AT STATI	Invoice	06/13/2024	PO7355 FD 2 SIGNS FOR BAY AT STATI	001-260-560	103.00 103.00
00482	CENTRAL MS AUTO PARTS INC. 06292024 758042 758532 758671	DKT0037207 SERVICE CHARGE ADAPTER HOSE, HOSE FITTINGS CHUCK HD, COUPLER	Invoice Invoice Invoice Invoice	06/29/2024 05/30/2024 06/06/2024 06/10/2024	SERVICE CHARGE ADAPTER HOSE, HOSE FITTINGS CHUCK HD, COUPLER	001-301-681 001-301-505 001-301-575 001-301-575	123.14 0.12 7.72 86.42 28.88
00254	CENTRAL PIPE SUPPLY S100376097.001	DKT0037208 PO7370 2 PALLETS PERMA PATCH	Invoice	06/06/2024	PO7370 2 PALLETS PERMA PATCH	001-301-572	1,950.00 1,950.00
01197	CINTAS CORPORATION #210 4195078653	DKT0037209 UNIFORM RENTALS	Invoice	06/06/2024	UNIFORM RENTALS	001-301-535 001-550-535 400-700-535	70.54 27.26 2.71 5.30
	4195799990	UNIFORM RENTALS	Invoice	06/13/2024	UNIFORM RENTALS	001-301-535 001-550-535 400-700-535	27.26 2.71 5.30

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Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00015	CLYDE C. SCOTT AGENCY, INC 51757	DKT0037210 SURETY - RENEW SCHEDULE BOND 08,	Invoice	06/06/2024	SURETY - RENEW SCHEDULE BOND 08,	001-110-625 001-140-625 001-190-625 001-200-625 001-301-625 001-550-625 400-700-625	2,800.00 700.00 350.00 175.00 875.00 175.00 175.00 350.00
00015	CLYDE C. SCOTT AGENCY, INC 51838	DKT0037211 SURETY SCHEDULE BOND - CYNTHIA E	Invoice	06/17/2024	SURETY SCHEDULE BOND - CYNTHIA E	001-140-625	175.00 175.00
01748	COAST TO COAST COMPUTER PR A2683587	DKT0037212 BLACK TONER CARTRIDGE	Invoice	06/25/2024	BLACK TONER CARTRIDGE	001-260-500	109.99 109.99
03013	CONWAY DATA, INC 10124891	DKT0037213 MISSISSIPPI GUIDE MAGAZINE AD	Invoice	07/01/2024	MISSISSIPPI GUIDE MAGAZINE AD	001-195-615	3,000.00 3,000.00
00054	CUSTOM PRODUCTS CORPORATI INV8998	DKT0037214 BRACKETS, SIGN	Invoice	06/06/2024	BRACKETS, SIGN	001-301-542	164.30 164.30
00280	DEVINEY EQUIPMENT IV68533	DKT0037215 BLADE BOLT	Invoice	05/30/2024	BLADE BOLT	001-301-575	53.92 53.92
00516	DULANEY ELECTRIC & ASSOCIATI 9762	DKT0037216 PO7428 REPLACE PHOTOCCELL AT INTEI	Invoice	06/14/2024	PO7428 REPLACE PHOTOCCELL AT INTEI	001-301-573	583.49 583.49
01811	EEP 504159	DKT0037217 PO7437 FD A/C REPAIR ON ENGINE 2	Invoice	06/26/2024	PO7437 FD A/C REPAIR ON ENGINE 2	001-260-570	683.22 683.22
00018	ELLIOTT SECURITY & ELECTRONIK 24575	DKT0037218 MONITORING FEE	Invoice	07/01/2024	MONITORING FEE	001-195-605 001-301-605 400-700-605	102.00 45.90 29.07 27.03
00941	ENVIRONMENT MASTERS 193644613 193785767	DKT0037219 CH PLANNED MAINTENANCE PO7435 PLANNED MAINT, VENT IN KI	Invoice Invoice	06/26/2024 06/28/2024	CH PLANNED MAINTENANCE PO7435 PLANNED MAINT, VENT IN KI	001-195-575 001-260-560	1,068.00 399.00 669.00
00082	FED EX 8-479-36330	DKT0037220 PO7385-FEDEX RETURN BUMPER TO C	Invoice	04/24/2024	PO7385-FEDEX RETURN BUMPER TO C	001-200-608	356.16 356.16
01763	FIRE EQUIPMENT SERVICES 4399	DKT0037221 PO7424 FD NEW EMERGENCY LIGHTS	Invoice	06/20/2024	PO7424 FD NEW EMERGENCY LIGHTS	001-260-570	1,554.63 1,554.63
00132	FISHER FIRE EXTINGUISHER SERV 86938	DKT0037222 PO7436 FD INSPECT FIRE EXT.S & VEN	Invoice	06/19/2024	PO7436 FD INSPECT FIRE EXT.S & VEN	001-260-575	205.50 205.50

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Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
00058	FLEETCOR TECHNOLOGIES OPER.	DKT0037223						13,445.51
	NP66606376	VEHICLE FUEL FOR 06/03/2024 - 06/03/2024	Invoice	06/10/2024	VEHICLE FUEL FOR 06/03/2024 - 06/03/2024	001-190-525	55.12	
						001-200-525	1,656.31	
						001-260-525	189.79	
						001-280-525	58.02	
						001-301-525	491.46	
						001-550-525	135.84	
						400-700-525	339.48	
	NP66636088	VEHICLE FUEL FOR 06/10/2024 - 06/10/2024	Invoice	06/17/2024	VEHICLE FUEL FOR 06/10/2024 - 06/10/2024	001-190-525	115.41	
						001-200-525	2,549.83	
						001-260-525	553.96	
						001-280-525	52.33	
						001-301-525	568.16	
						001-550-525	132.79	
						400-700-525	346.15	
	NP66657808	VEHICLE FUEL FOR 06/17/2024 - 06/22/2024	Invoice	06/24/2024	VEHICLE FUEL FOR 06/17/2024 - 06/22/2024	001-140-525	69.58	
						001-190-525	61.46	
						001-200-525	1,725.51	
						001-260-525	405.62	
						001-280-525	51.95	
					001-301-525	342.21		
					001-550-525	102.88		
					400-700-525	114.57		
NP66686225	VEHICLE FUEL FOR 06/24/2024 - 06/30/2024	Invoice	07/01/2024	VEHICLE FUEL FOR 06/24/2024 - 06/30/2024	001-140-525	77.19		
					001-190-525	60.55		
					001-200-525	2,133.88		
					001-260-525	354.42		
					001-280-525	120.92		
					001-301-525	340.27		
					001-550-525	164.82		
					400-700-525	75.03		
02826	GANNETT MEDIA CORP	DKT0037224						236.27
	0006445080	NOTICES - RELEASE OF FUNDS, SUMMARY	Invoice	05/31/2024	NOTICES - RELEASE OF FUNDS, SUMMARY	001-195-615	236.27	
00090	HOME DEPOT CREDIT SERVICES	DKT0037225						289.72
	1024904	BLEACH, FEFANT, CLEANING VINEGAR	Invoice	06/14/2024	BLEACH, FEFANT, CLEANING VINEGAR	001-550-505	24.94	
						400-700-510	2.88	
						400-700-510	19.94	
						400-700-510	12.97	
						400-700-510	9.96	
	3021560	SUPPLIES	Invoice	07/02/2024	SUPPLIES	001-200-505	179.91	
	9520097	4 X 4 - 8FT (4 @ \$9.78 EACH)	Invoice	06/06/2024	4 X 4 - 8FT (4 @ \$9.78 EACH)	001-301-505	39.12	

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00066	INNOVATIVE COMPUTER SOLUTI	DKT0037226					600.00
	121822	PO7404-ICS SERVER CLOUD HOSTING	Invoice	06/01/2024	PO7404-ICS SERVER CLOUD HOSTING	001-200-681	250.00
	121825	PO7405-SSD STORAGE, GB 3 TIER STO	Invoice	06/01/2024	PO7405-SSD STORAGE, GB 3 TIER STO	001-200-681	350.00
00147	J.S.W., LLC	DKT0037227					256.00
	2068875	PO7389 REPAIR TIRE ON 2021 chev	Invoice	06/11/2024	PO7389 REPAIR TIRE ON 2021 chev	001-280-570	256.00
02731	KITTRICH CORPORATION	DKT0037228					202.50
	794845	SHIRTS/LEAGUE SOCKS	Invoice	02/06/2024	SHIRTS/LEAGUE SOCKS	001-550-501	202.50
00752	LIVE WIRE ELECTRICAL CONTRAC	DKT0037229					10,000.00
	24-018	SIREN MAINTENANCE & BATTERIES	Invoice	06/21/2024	SIREN MAINTENANCE & BATTERIES	001-195-575	10,000.00
02549	MAGCOR INDUSTRIES	DKT0037230					86.00
	131975	BUSINESS CARDS - ALDERWOMAN RO	Invoice	04/19/2024	BUSINESS CARDS - ALDERWOMAN RO	001-100-500	43.00
	131976	BUSINESS CARDS - ALDERMAN ROBER	Invoice	04/19/2024	BUSINESS CARDS - ALDERMAN ROBER	001-100-500	43.00
00488	MEL LUNA SAW COMPANY	DKT0037231					414.95
	95537	PO7432 PARTS FOR LAWNMOWERS	Invoice	06/27/2024	PO7432 PARTS FOR LAWNMOWERS	001-550-575	414.95
01584	MEMPHIS COMMUNICATIONS C	DKT0037232					234.59
	452293	INK CARTRIDGES FOR POSTAGE MACH	Invoice	06/20/2024	INK CARTRIDGES FOR POSTAGE MACH	001-100-500	78.19
						001-110-500	78.20
						001-195-500	78.20
01200	MS DEPARTMENT OF ARCHIVES	DKT0037233					517.00
	07012024	APRIL THROUGH JUNE 2024 FEES COLI	Invoice	07/01/2024	APRIL THROUGH JUNE 2024 FEES COLI	001-000-110	517.00
01574	MS SOCCER ASSOCIATION, INC	DKT0037234					360.00
	11483190	2023-24 REGISTRATIONS (20 @ \$18 E	Invoice	05/15/2024	2023-24 REGISTRATIONS (20 @ \$18 E	001-550-625	360.00
02447	MS SUPREME COURT	DKT0037235					327.80
	07012024	PAULA MORRISON (pj801) 04/01/2024	Invoice	07/01/2024	PAULA MORRISON (pj801) 04/01/2024	001-110-681	22.40
	07012024-2	CHRISTY J WALKER (cw0417) 04/01/20	Invoice	07/01/2024	CHRISTY J WALKER (cw0417) 04/01/20	001-110-681	305.40
02599	ODP BUSINESS SOLUTIONS	DKT0037236					75.23
	364440012002	CUPS	Invoice	06/05/2024	CUPS	001-195-505	13.52
	366043940001	PENS, SHEET, ENVELOPES, FOLDER, ST	Invoice	06/03/2024	PENS, SHEET, ENVELOPES, FOLDER, ST	001-110-500	46.26
						001-140-500	7.49
	366047148001	TRANSLUCENT PLASTIC CUPS	Invoice	06/04/2024	TRANSLUCENT PLASTIC CUPS	001-195-505	7.96
00544	ONEWAY	DKT0037237					51.20
	23243	BUSINESS CARDS - ROBERT WASHINGT	Invoice	06/21/2024	BUSINESS CARDS - ROBERT WASHINGT	001-200-500	51.20
02745	ONEWAY SCREEN PRINTING AND	DKT0037238					1,200.10
	23173	PO7365-YOUTH JERZEES BLUE DAWG F	Invoice	05/29/2024	PO7365-SCREEN CHARGE FOR CUSTOM	001-200-511	30.00
					PO7365-STAFF JERZEES BLUE DAWGS	001-200-511	55.40
					PO7365-STAFF JERZEES BLUE DAWGS	001-200-511	29.70
					PO7365-STAFF JERZEES BLUE DAWGS	001-200-511	401.45
					PO7365-YOUTH JERZEES BLUE DAWG F	001-200-511	683.55

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00096	O'REILLY AUTOMOTIVE STORES,	DKT0037239					161.39
	1676-215784	O'REILLY DEF	Invoice	06/11/2024	O'REILLY DEF	001-301-575	21.98
	1676-216074	CAR WASH	Invoice	06/12/2024	CAR WASH	001-200-505	8.99
	1676-219150	BATTERY	Invoice	06/27/2024	BATTERY	001-200-570	130.42
03011	OTSUPPLIER INC	DKT0037240					358.74
	S30010284	PO7392-AR-15 AMBIDEXRTOUS CHAR	Invoice	06/19/2024	PO7392-AR-15 AMBIDEXRTOUS CHAR	001-200-503	358.74
01317	PAY PROS OF MS, INC	DKT0037241					284.00
	JUNE2024	TIME CLOCK LEASE FOR JUNE 2024	Invoice	07/02/2024	TIME CLOCK LEASE FOR JUNE 2024	001-195-650	284.00
00345	PRECISION PEST MANAGEMENT	DKT0037242					505.00
	41780	PW PEST CONTROL	Invoice	06/12/2024	PW PEST CONTROL	001-301-560	30.00
						400-700-560	30.00
	41781	PD PEST CONTROL	Invoice	06/12/2024	PD PEST CONTROL	001-200-560	75.00
	41782	DAVIS ROAD PARK PEST CONTROL	Invoice	06/12/2024	DAVIS ROAD PARK PEST CONTROL	001-550-560	60.00
	41783	FD-2 PEST CONTROL	Invoice	06/12/2024	FD-2 PEST CONTROL	001-260-560	100.00
	41784	FD PEST CONTROL	Invoice	06/12/2024	FD PEST CONTROL	001-260-560	135.00
	41785	CH PEST CONTROL	Invoice	06/12/2024	CH PEST CONTROL	001-195-560	75.00
00848	PUCKETT MACHINERY COMPANY	DKT0037243					2,371.74
	WOJK5447687	PO7373 REPAIR ON THE ROLLER MACH	Invoice	06/06/2024	PO7373 REPAIR ON THE ROLLER MACH	001-301-575	1,719.14
	WOJK5447688	PO7374 REPAIR ON SKID STEER	Invoice	06/06/2024	PO7374 REPAIR ON SKID STEER	001-301-575	652.60
02914	QUAD INTERMED COMPANY, LLC	DKT0037244					348.00
	AR005362	PHYSICALS/NON D.O.T. & ELECTROCAR	Invoice	06/03/2024	PHYSICALS/NON D.O.T. & ELECTROCAR	001-200-699	288.00
						001-260-699	60.00
00089	REVELL HARDWARE	DKT0037245					1,208.68
	192972/4	60 LB CONCRETE MIX	Invoice	06/06/2024	60 LB CONCRETE MIX	001-301-505	18.36
	192993/4	PO7383 REPAIRS ON SCAG LAWNMOV	Invoice	06/07/2024	PO7383 REPAIRS ON SCAG LAWNMOV	001-550-575	294.16
	193122/4	PO7395 REPAIR OF SCAG LAWNMOWE	Invoice	06/13/2024	PO7395 REPAIR OF SCAG LAWNMOWE	001-301-575	636.89
	193145/4	MOPSTICK SCREW	Invoice	06/13/2024	MOPSTICK SCREW	001-260-505	13.99
	193152/4	DEADBOLT LOCK, SCREWDRIVER	Invoice	06/14/2024	DEADBOLT LOCK, SCREWDRIVER	001-550-505	24.32
	193200/4	TIE DOWN	Invoice	06/17/2024	TIE DOWN	001-301-505	21.59
	193230/4	NYLON LINE - ORANGE .095 3LB	Invoice	06/19/2024	NYLON LINE - ORANGE .095 3LB	001-260-505	34.19
	193233/4	CABLE TIE, INSECT BUG STOP	Invoice	06/19/2024	CABLE TIE, INSECT BUG STOP	001-550-505	25.27
	193401/4	BLADE CUTTER	Invoice	06/27/2024	BLADE CUTTER	001-550-575	77.97
	542405/4	CABLE THROTTLE CON, S & H	Invoice	06/25/2024	CABLE THROTTLE CON, S & H	001-301-575	61.94
02572	RIVERS MARKET	DKT0037246					318.01
	714055	KEEP BYRAM BEAUTIFUL - PLANTS, PO	Invoice	06/11/2024	KEEP BYRAM BEAUTIFUL - PLANTS, PO	001-301-686	318.01

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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	DKT0037247					863.09
	INV6954585	PD CID COPIES 05/01/2024 - 05/31/20	Invoice	06/03/2024	PD CID COPIES 05/01/2024 - 05/31/20	001-200-650	63.75
	INV6954612	COURT COPIES 05/01/2024 - 05/31/20	Invoice	06/03/2024	COURT COPIES 05/01/2024 - 05/31/20	001-110-650	213.75
	INV6954618	PD PATROL COPIES 05/01/2024 - 05/31/20	Invoice	06/03/2024	PD PATROL COPIES 05/01/2024 - 05/31/20	001-200-650	63.75
	INV6971399	CH BLACK & WHITE/COLOR COPIES 05/01/2024 - 05/31/20	Invoice	06/12/2024	CH BLACK & WHITE/COLOR COPIES 05/01/2024 - 05/31/20	001-100-500	6.93
						001-100-500	5.71
						001-110-500	1.02
						001-110-500	0.23
						001-140-500	47.46
						001-140-500	-5.94
						001-195-650	211.20
						001-260-500	0.01
	INV6971400	PW BLACK & WHITE/COLOR COPIES 05/01/2024 - 05/31/20	Invoice	06/12/2024	PW BLACK & WHITE/COLOR COPIES 05/01/2024 - 05/31/20	001-190-560	43.39
						001-280-560	43.39
						001-301-560	84.22
						400-700-560	84.22
01766	SNSB SERVICES	DKT0037248					3,000.00
	5174	GRASS MOWED @ GARY, TERRY & SIW	Invoice	06/05/2024	GRASS MOWED @ GARY, TERRY & SIW	001-301-638	1,500.00
	5174-2	GRASS MOWED @ GARY, TERRY & SIW	Invoice	06/05/2024	GRASS MOWED @ GARY, TERRY & SIW	001-301-638	1,500.00
00194	THE SOUTHERN CONNECTION, LLC	DKT0037249					2,495.90
	30832	SWAT EQUIPMENT	Invoice	06/05/2024	SWAT EQUIPMENT	001-200-555	160.00
	30837	LEFT HANDED HOLSTER (C CARTER)	Invoice	06/05/2024	LEFT HANDED HOLSTER (C CARTER)	001-200-534	159.99
	30899	PO7316-FLEXRS BASE SHIRTS- COVERT	Invoice	06/11/2024	PO7316-FLEXRS COVERT TACK PANTS-	001-200-535	237.00
					PO7316-FLEXRS BASE SHIRTS- D. WARI	001-200-535	177.00
	30926	HSG DUTY DOUBLE DECKER TACO OD I	Invoice	06/13/2024	HSG DUTY DOUBLE DECKER TACO OD I	001-200-555	124.00
	30936	PO7379-FLEXRS LSSHIRT, BASE SHIRT, "	Invoice	06/17/2024	PO7379-ALS LEVEL III DUTY HOLSTER -	001-200-534	159.00
					PO7379-BPD COLLAR BRASS - C. CARTI	001-200-536	19.95
					PO7379-FLEXRS LSSHIRT, BASE SHIRT, "	001-200-535	337.99
	31036	EMBROIDERY, SHIRTS	Invoice	06/20/2024	EMBROIDERY, SHIRTS	001-200-535	101.98
	31140	PO7378-BYRNA MISSION 4 LAUNCHER	Invoice	07/01/2024	PO7378-BYRNA MISSION 4 LAUNCHER	001-200-555	1,018.99
00489	THE TRACTOR STORE	DKT0037250					280.36
	208351	PO7386 BUSHHOG CYLINDER FOR BAT	Invoice	06/17/2024	PO7386 BUSHHOG CYLINDER FOR BAT	001-301-575	280.36
00340	THORNTON, MELVIN G	DKT0037251					317.88
	85877	PO7422 FD OIL CHANGE, BRAKES REF	Invoice	06/20/2024	PO7422 FD OIL CHANGE, BRAKES REF	001-260-570	217.88
	85916	MOUNT & BALANCE OF 4 TIRES	Invoice	06/25/2024	MOUNT & BALANCE OF 4 TIRES	001-301-575	100.00
01940	TIRE HUB	DKT0037252					370.00
	42609430	TIRE	Invoice	06/18/2024	TIRE	001-200-570	174.00
	42637019	TIRES	Invoice	06/19/2024	TIRES	001-301-575	196.00
02917	TRACTOR SUPPLY CREDIT PLAN	DKT0037253					4,599.97
	54060	PO7396 FD RIDING MOWER & 2 LARC	Invoice	06/13/2024	PO7396 FD 2 LARGE FANS FOR TRUCK	001-260-559	599.98
					PO7396 FD RIDING MOWER FOR STA	001-260-916	3,999.99

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Docket of Claims Re

Vendor #		Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
		Payable Number	Payable Description					Distribution Amount
00506		TRIPLE V, INC	DKT0037254					135.17
		07052024	INMATE MEALS	Invoice	07/05/2024	INMATE MEALS	001-200-683	135.17
02947		WM CORPORATE SERVICES, INC.	DKT0037255					11.67
		3191159-0078-3	FD - 96 GALLON TOTER ADDT'L 06/01/	Invoice	06/20/2024	FD - 96 GALLON TOTER ADDT'L 06/01/	001-260-630	11.67
Total Claims: 60							Total Payment Amount:	414,127.03



City of Byram, MS

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Docket of Claims Register

APPKT008409 - 07/12/2024 1st A.P. (SEWER AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
01562	CONTROL SYSTEMS, INC	DKT0037172					542.15
	S-1952	PO7401 SERVICE CALL TO RENFROE PL	Invoice	06/04/2024	PO7401 SERVICE CALL TO RENFROE PL	400-700-577	333.45
	S-1956	SERVICE CALL TO LIFT STATION ON 05/	Invoice	06/05/2024	SERVICE CALL TO LIFT STATION ON 05/	400-700-577	208.70
00516	DULANEY ELECTRIC & ASSOCIATI	DKT0037173					885.00
	9704	PO7426 INSTALLED TEMP POWER AT T	Invoice	05/10/2024	PO7426 INSTALLED TEMP POWER AT T	400-700-577	585.00
	9744	PO7427 INSTALLED NEW WIRE ON REI	Invoice	06/03/2024	PO7427 INSTALLED NEW WIRE ON REI	400-700-577	300.00
01616	FLUID PROCESS & PUMPS, LLC	DKT0037174					7,650.00
	0028447	PO7357 REPLACE PUMP/PANEL 1893 T	Invoice	06/03/2024	PO7357 REPLACE PUMP/PANEL 1893 T	400-700-556	3,475.00
	0028456	PO7358 REPLACE PUMP/PANEL 1524 F	Invoice	06/04/2024	PO7358 REPLACE PUMP/PANEL 1524 F	400-700-556	4,175.00
00495	GRAINGER	DKT0037175					165.96
	9130483887	MOTOR START CAPACITOR, RUN CAPA	Invoice	05/24/2024	MOTOR START CAPACITOR, RUN CAPA	400-700-505	165.96
00090	HOME DEPOT CREDIT SERVICES	DKT0037176					262.25
	6020250	SUPPLIES	Invoice	06/19/2024	SUPPLIES	400-700-505	172.12
	8614227	TAPE, FLOURESCENT SPRAY, ROPE CLA	Invoice	06/07/2024	TAPE, FLOURESCENT SPRAY, ROPE CLA	400-700-505	90.13
02350	HYDRA SERVICE, INC	DKT0037177					6,757.55
	178939	PO7369 PUMP RENTAL FOR RENFROE	Invoice	06/07/2024	PO7369 PUMP RENTAL FOR RENFROE	400-700-640	1,906.50
	179374	PO7394 ADDTL PARTS FOR DOROTHY I	Invoice	06/21/2024	PO7394 ADDTL PARTS FOR DOROTHY I	400-700-577	342.50
	179499	PO7397 DOROTHY LANE PUMP RENTA	Invoice	06/26/2024	PO7397 DOROTHY LANE PUMP RENTA	400-700-640	1,588.00
	179566	PO7425 SERVICE CALL TORRENCE COV	Invoice	06/26/2024	PO7425 SERVICE CALL TORRENCE COV	400-700-577	554.55
	179584	PO7430 PUMP RENTAL DOROTHY LN 6	Invoice	06/26/2024	PO7430 PUMP RENTAL DOROTHY LN 6	400-700-640	1,325.50
	179651	PO7429 REWIRE TORRENCE COVE PUM	Invoice	06/28/2024	PO7429 REWIRE TORRENCE COVE PUM	400-700-577	631.75
	179663	PO7431 SERVICE CALL TO SIWELL MEA	Invoice	06/28/2024	PO7431 SERVICE CALL TO SIWELL MEA	400-700-577	408.75
00096	O'REILLY AUTOMOTIVE STORES,	DKT0037178					97.76
	1676-216206	BATTERY	Invoice	06/13/2024	BATTERY	400-700-575	97.76
00089	REVELL HARDWARE	DKT0037179					11.19
	193260/4	10 X 3- 1/2 TAN SABER 1#	Invoice	06/20/2024	10 X 3- 1/2 TAN SABER 1#	400-700-505	11.19
02639	THE PEOPLES BANK	DKT0037180					79,087.50
	06142024	G. O. BONDS SERIES 2015	Invoice	06/14/2024	G. O. BONDS SERIES 2015	400-700-800	75,000.00
						400-700-810	2,287.50
						400-700-840	1,800.00
01909	TRANSUNION RISK AND ALTERN/	DKT0037181					75.00
	4845521-202406-1	SEWER COLLECTIONS 06/01/2024 - 06	Invoice	07/01/2024	SEWER COLLECTIONS 06/01/2024 - 06	400-700-681	75.00
01909	TRANSUNION RISK AND ALTERN/	DKT0037182					251.40
	4845521-202405-1	SEWER COLLECTIONS 05/01/2024 - 05	Invoice	06/01/2024	SEWER COLLECTIONS 05/01/2024 - 05	400-700-681	251.40

Docket of Claims Register

Vendor Name

Vendor #

Payable Number

Docket/Claim #

Payable Description

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Payable Type

Payable Date

Item Description

Account Number

Payment Amount

Distribution Amount

APPKT008409 - 07/12/2024 1st A.P. (SEWER AUTOMATION)

Total Claims: 11

Total Payment Amount:

95,785.76



City of Byram, MS

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Docket of Claims Register

APPKT008422 - 07/12/2024 1st 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
00233	CARTRUST	214473	OIL CHANGE, EXTRA OIL	Invoice	06/12/2024	OIL CHANGE	001-301-570	112.14
00233	CARTRUST	213979	OIL CHANGE	Invoice	05/30/2024	OIL CHANGE	400-700-570	58.62
00252	DEPARTMENT OF FINANCE AND	MAY2024	COURT ASSESSMENT/FINE SETTLEMEN	Invoice	06/21/2024	COURT ASSESSMENT/FINE SETTLEMEN	001-000-105	29,935.22
00361	DPS CRIME LAB	90145589	ANALYTICAL FEES	Invoice	06/05/2024	ANALYTICAL FEES	001-200-614	1,620.00
00913	FIRST NATIONAL BANK OF OMAH	INV263263326	ZOOM MEETINGS 07/02/2024 - 08/01	Invoice	07/02/2024	ZOOM MEETINGS 07/02/2024 - 08/01	001-110-681	15.99
							001-195-681	7.99
								8.00
00019	GUEST CONSULTANTS, INC	7337	ADMIN/LAND DONATION	Invoice	07/01/2024	ADMIN/LAND DONATION	001-195-602	3,120.00
		7338	PROJECTS & PLAN REVIEW	Invoice	07/01/2024	PROJECTS & PLAN REVIEW	001-190-602	1,245.00
								1,875.00
00019	GUEST CONSULTANTS, INC	7335	SEWER DESLUDGE PROJECT #22-051	Invoice	07/01/2024	SEWER DESLUDGE PROJECT #22-051	400-700-602	15,005.00
		7336	LOCATING LIFT STATION/LAKE DOCKER	Invoice	07/01/2024	LOCATING LIFT STATION/LAKE DOCKER	400-700-602	2,495.00
								12,510.00
00860	HEMPHILL CONSTRUCTION CO	53124-01	BULLRUN DRIVE STORM DRAIN REPAIR	Invoice	06/12/2024	BULLRUN DRIVE STORM DRAIN REPAIR	131-301-908	10,210.00
03007	MCDANIELS, ALVIN	06072024	RESTITUTION - DOCKET NO. 23-3800	Invoice	06/07/2024	RESTITUTION - DOCKET NO. 23-3800	001-000-108	200.00
00077	MS ASSOCIATION OF CHIEFS OF	06192024	PO7388-POLICE OFFICER SELECTION T	Invoice	06/19/2024	PO7388-POLICE OFFICER SELECTION T	001-200-505	332.50
		07022024	SHIPPING & HANDLING	Invoice	07/02/2024	SHIPPING & HANDLING	001-200-505	307.50
								25.00
00649	MS DEPARTMENT OF PUBLIC SAF	MAY2024-2	DUI OFFENSES/NON-ADJUDICATION	Invoice	06/21/2024	DUI OFFENSES/NON-ADJUDICATION	001-000-111	3,386.50
00649	MS DEPARTMENT OF PUBLIC SAF	MAY2024-1	CRIME STOPPERS	Invoice	06/21/2024	CRIME STOPPERS	001-000-104	398.00
00585	NORWOOD, DARNISHIA	06252024	TRAVEL REIMBURSEMENT, MML BILOX	Invoice	06/25/2024	TRAVEL REIMBURSEMENT, MML BILOX	001-110-610	105.18
								105.18
Total Claims: 13							Total Payment Amount:	64,499.15



CITY OF BYRAM FIRE DEPARTMENT

200 Byram Parkway
Byram, MS 39272



To the Mayor and Board of Aldermen

The body of the City of Byram Fire Department would like to humbly ask for the support of the Board of Aldermen to make Harry Horton the next Fire Chief of the City of Byram Fire Department. While working with Harry Horton he has earned our respect and is a person of integrity. He is the leader the fire department and community needs to keep the city and fire department progressively moving forward. We are confident in his ability to lead the department and keep our citizens' safety a top priority.

Al Horton
John M. Jones

David P. [Signature]

Chris [Signature]

John [Signature]

Buddy Kelley

Scott [Signature]

97 [Signature]

Paul Harkless Sr.

Thane [Signature]

Travis [Signature]

James Shelly, MEM

Scott Smith

Byram [Signature]

John [Signature]

Chris [Signature]

Robert [Signature]

Ante [Signature]

Capt. [Signature]

OC - Dorsey Hamlin

Cap. [Signature]

Garrett [Signature]

Anthony Walker

Calvin Hilliard

Marcus D. White Jr.

Matthew Lloyd

[Signature]

**A RESOLUTION DETERMINING PROPERTY OR PARCEL OF LAND WITHIN
THE CITY OF BYRAM, MISSISSIPPI, TO BE A MENACE TO THE PUBLIC
AND AUTHORIZING THE CITY TO CLEAN THE LAND**

WHEREAS, the Mayor and the Board of Aldermen as the governing authorities of the City of Byram, Mississippi, are authorized under section 21-19-11 of the Mississippi Code of 1972, as amended, to conduct a hearing to determine and adjudicate whether any property or parcel of land within the municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did conduct said hearing authorized under section 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did provide all required notices to the property owner under 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen did adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community;

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

1. The address of the subject real property is: 437 Riverbend Drive, within the municipal limits of Byram, Mississippi, Parcel #4854-486-262.
2. On July 11, 2024, the Mayor and Board of Aldermen at its regular public meeting held at City Hall 5901 Terry Road in Byram, conducted a hearing to determine and adjudicate whether the subject real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.
3. The Mayor and Board did determine that written notices to the property owner were provided at least two (2) full weeks before the date of the hearing in the following manner:

- (a) By United States mail, mailed to the address of the subject property;
- (b) By United States mail, mailed to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax;
- (c) By physical posting on the property or parcel of land alleged to be in need of cleaning; and
- (d) By physical posting at city hall or another place in the municipality where such notices are posted.

See Miss. Code Ann. § 21-19-11 (Rev. 2015).

4. The written notice included language that informed the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required written notice mailed and posted shall be recorded in the minutes of the regular meeting at which the hearing was conducted, and is now attached to this Resolution as "Exhibit A."

5. Having heard from the City employee(s) who personally inspected the property, and having given opportunity for the property owner to be heard, the City does hereby find, determine, and adjudicate that the subject property in its condition at the time of the hearing is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. Miss. Code Ann. § 21-19-11. The Mayor and Board also considered photograph(s) of the property in its current condition, and those photograph(s) are now attached to this

Resolution as "Exhibit B"

6. The City is hereby authorized, if the owner does not do so himself, to proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Miss. Code Ann. § 21-19-11.

7. For subsequent cleaning, the City is hereby further authorized to reenter the property or parcel of land for a period of one (1) year after final adjudication to maintain cleanliness without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

8. The City is authorized to do so no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land.

9. The Mayor and Board may by subsequent resolution adjudicate the actual cost of cleaning the property and shall also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$ 1,500.00) or fifty percent (50%) of the actual cost, whichever is more.

10. If the Mayor and Board declare by subsequent resolution that the cost and any penalty shall be collected as a civil debt, the Mayor and Board may authorize the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the

manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Miss. Code Ann. § 21-19-11.

11. The expense of cleaning of the property, except as otherwise provided by statute for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$ 20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. Miss. Code Ann. § 21-19-11.

MOTION was made to adopt the foregoing Resolution was made by Alderman HOSEY and **SECONDED** by Alderman AMOS and the foregoing having first been reduced to writing, was submitted to a Roll Call Vote, the result was as follows:

Alderman Johnson voted:	<u>Aye</u> / Nay
Alderman Hosey voted:	<u>Aye</u> / Nay
Alderman Amos voted:	<u>Aye</u> / Nay
Alderman Mack voted:	<u>Aye</u> / Nay
Alderman Gibson voted:	<u>Aye</u> / Nay
Alderman Moore voted:	<u>ABSENT</u> Aye / Nay
Alderman Harris-Allen voted:	<u>Aye</u> / Nay

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

SO RESOLVED, ADOPTED, AND APPROVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi at its regular meeting held on the 17th day of JULY, 2024

CITY OF BYRAM, MISSISSIPPI

A handwritten signature in blue ink, appearing to read 'Richard White', written over a horizontal line.

BY: RICHARD WHITE, MAYOR

ATTEST

BY: 
ANGELA RICHBURG, CITY CLERK

[SEAL]

I, Angela Richburg, City Clerk and official custodian of the records of The Mayor and Board of Alderman of the City of BYRAM, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of said Board and is further a matter of record in Minute Book No. ____, at Page No. _____.


CITY CLERK

Richard White, Mayor
Diandra Hosey, Mayor Pro Tem
Erma Johnson, Alderman Ward I
Robert Amos, Alderman Ward III



Teresa Mack, Alderman Ward IV
Roschelle Gibson, Alderman Ward V
David Moore, Alderman Ward VI
Roshunda Harris-Allen, Alderman At Large

June 24, 2024

Eric J. Eubanks Et Al
437 Riverbend Dr.
Jackson, MS 39272

Mr. Eubanks,

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Byram, Mississippi, to determine pursuant to Mississippi Code 21-19-11 whether a Single Family Dwelling located at 437 Riverbend Dr., **Byram, Mississippi 39272**, Parcel Number: 4854-486-262 owned by you, is in such a state of disrepair and uncleanness to be a menace to the public health, safety and or/welfare of the community.

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Byram, Mississippi at its meeting dated **Thursday, July 11th, 2024 7:00 pm at the Byram City Hall, 5901 Terry Road Byram, Mississippi 39272**, wherein the determination of whether your property is a menace to the public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Byram to enter the property to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Byram Mississippi to enter and demolish, secure or clean the property for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered for cleaning.

Further, under section 21-19-11, the Board of Aldermen of the City of Byram may also by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty against you not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against you, and/or, at the option of the City's Board of Aldermen, an assessment against the property.

Should you have any questions prior to the scheduled hearing, please **contact Eric Munden, City of Byram Compliance Officer, at 601-372-7791 – ext. 404 or 769-798-8217** during normal business hours.

Under my hand, this 24th day of June 2024

CITY of BYRAM, MISSISSIPPI

BY: Eric Munden
Compliance Officer

Exhibit "A"

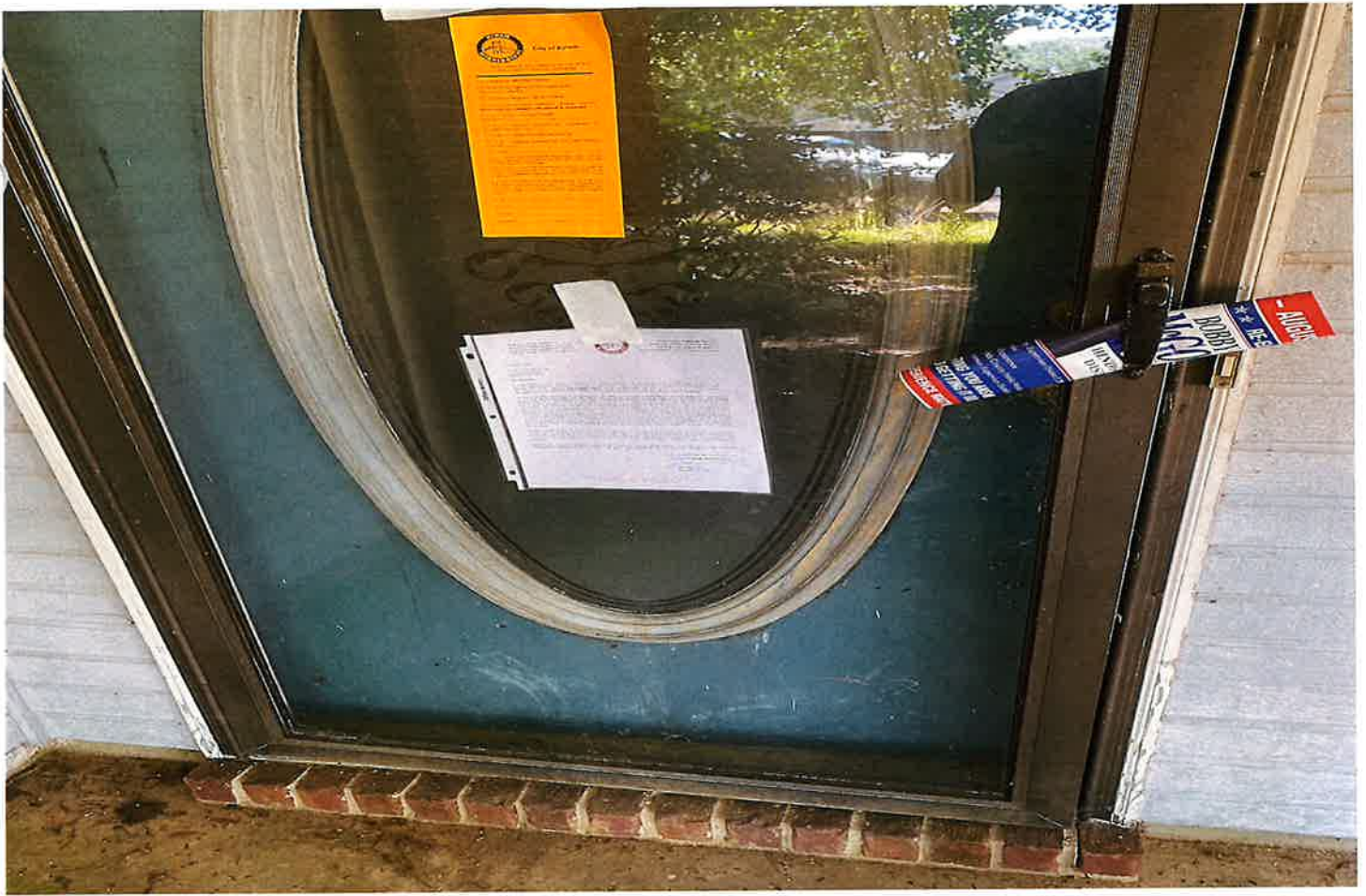


Exhibit "B"

437 Riverbend Drive

**A RESOLUTION DETERMINING PROPERTY OR PARCEL OF LAND WITHIN
THE CITY OF BYRAM, MISSISSIPPI, TO BE A MENACE TO THE PUBLIC
AND AUTHORIZING THE CITY TO CLEAN THE LAND**

WHEREAS, the Mayor and the Board of Aldermen as the governing authorities of the City of Byram, Mississippi, are authorized under section 21-19-11 of the Mississippi Code of 1972, as amended, to conduct a hearing to determine and adjudicate whether any property or parcel of land within the municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did conduct said hearing authorized under section 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did provide all required notices to the property owner under 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen did adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community;

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

1. The address of the subject real property is: 6655 Siwell Road, within the municipal limits of Byram, Mississippi, Parcel #4851-16-13.
2. On July 11, 2024, the Mayor and Board of Aldermen at its regular public meeting held at City Hall 5901 Terry Road in Byram, conducted a hearing to determine and adjudicate whether the subject real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.
3. The Mayor and Board did determine that written notices to the property owner were provided at least two (2) full weeks before the date of the hearing in the following manner:

- (a) By United States mail, mailed to the address of the subject property;
- (b) By United States mail, mailed to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax;
- (c) By physical posting on the property or parcel of land alleged to be in need of cleaning; and
- (d) By physical posting at city hall or another place in the municipality where such notices are posted.

See Miss. Code Ann. § 21-19-11 (Rev. 2015).

4. The written notice included language that informed the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required written notice mailed and posted shall be recorded in the minutes of the regular meeting at which the hearing was conducted, and is now attached to this Resolution as “Exhibit A.”

5. Having heard from the City employee(s) who personally inspected the property, and having given opportunity for the property owner to be heard, the City does hereby find, determine, and adjudicate that the subject property in its condition at the time of the hearing is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. Miss. Code Ann. § 21-19-11. The Mayor and Board also considered photograph(s) of the property in its current condition, and those photograph(s) are now attached to this

Resolution as "Exhibit B"

6. The City is hereby authorized, if the owner does not do so himself, to proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Miss. Code Ann. § 21-19-11.

7. For subsequent cleaning, the City is hereby further authorized to reenter the property or parcel of land for a period of one (1) year after final adjudication to maintain cleanliness without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

8. The City is authorized to do so no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land.

9. The Mayor and Board may by subsequent resolution adjudicate the actual cost of cleaning the property and shall also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$ 1,500.00) or fifty percent (50%) of the actual cost, whichever is more.

10. If the Mayor and Board declare by subsequent resolution that the cost and any penalty shall be collected as a civil debt, the Mayor and Board may authorize the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the

manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Miss. Code Ann. § 21-19-11.

11. The expense of cleaning of the property, except as otherwise provided by statute for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$ 20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. Miss. Code Ann. § 21-19-11.

MOTION was made to adopt the foregoing Resolution was made by Alderman JOHNSON and **SECONDED** by Alderman GIBSON and the foregoing having first been reduced to writing, was submitted to a Roll Call Vote, the result was as follows:

Alderman Johnson voted:	<u>Aye</u> / Nay
Alderman Hosey voted:	<u>Aye</u> / Nay
Alderman Amos voted:	<u>Aye</u> / Nay
Alderman Mack voted:	<u>Aye</u> / Nay
Alderman Gibson voted:	<u>Aye</u> / Nay
Alderman Moore voted:	<u>ABSENT</u> Aye / Nay
Alderman Harris-Allen voted:	<u>Aye</u> / Nay

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

SO RESOLVED, ADOPTED, AND APPROVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi at its regular meeting held on the 1th day of JULY, 2024

CITY OF BYRAM, MISSISSIPPI



BY: RICHARD WHITE, MAYOR

ATTEST

BY: 
ANGELA RICHBURG, CITY CLERK

[SEAL]

I, Angela Richburg, City Clerk and official custodian of the records of The Mayor and Board of Alderman of the City of BYRAM, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of said Board and is further a matter of record in Minute Book No. ____, at Page No. _____.


CITY CLERK

Richard White, Mayor
Diandra Hosey, Mayor Pro Tem
Erma Johnson, Alderman Ward I
Robert Amos, Alderman Ward III



Teresa Mack, Alderman Ward IV
Roschelle Gibson, Alderman Ward V
David Moore, Alderman Ward VI
Roshunda Harris-Allen, Alderman At Large

June 24, 2024

Joe Scarborough
6655 Siwell Rd.
Jackson, MS 39212

Mr. Scarborough,

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Byram, Mississippi, to determine pursuant to Mississippi Code 21-19-11 whether a Single Family Dwelling located at 6655 Siwell Rd., **Byram, Mississippi 39272**, Parcel Number: 4851-16-13 owned by you, is in such a state of disrepair and uncleanness to be a menace to the public health, safety and or/welfare of the community.

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Byram, Mississippi at its meeting dated **Thursday, July 11th, 2024 7:00 pm at the Byram City Hall, 5901 Terry Road Byram, Mississippi 39272**, wherein the determination of whether your property is a menace to the public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Byram to enter the property to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Byram Mississippi to enter and demolish, secure or clean the property for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered for cleaning.

Further, under section 21-19-11, the Board of Aldermen of the City of Byram may also by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty against you not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against you, and/or, at the option of the City's Board of Aldermen, an assessment against the property.

Should you have any questions prior to the scheduled hearing, please **contact Eric Munden, City of Byram Compliance Officer, at 601-372-7791 – ext. 404 or 769-798-8217** during normal business hours.

Under my hand, this 24th day of June 2024

CITY of BYRAM, MISSISSIPPI

BY: **Eric Munden**
Compliance Officer

Exhibit "A"



Exhibit "B"

6655 SIWELL RD.

**A RESOLUTION DETERMINING PROPERTY OR PARCEL OF LAND WITHIN
THE CITY OF BYRAM, MISSISSIPPI, TO BE A MENACE TO THE PUBLIC
AND AUTHORIZING THE CITY TO CLEAN THE LAND**

WHEREAS, the Mayor and the Board of Aldermen as the governing authorities of the City of Byram, Mississippi, are authorized under section 21-19-11 of the Mississippi Code of 1972, as amended, to conduct a hearing to determine and adjudicate whether any property or parcel of land within the municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did conduct said hearing authorized under section 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did provide all required notices to the property owner under 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen did adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community;

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

1. The address of the subject real property is: 702 Gary Drive, within the municipal limits of Byram, Mississippi, Parcel #4851-360-5.
2. On July 11, 2024, the Mayor and Board of Aldermen at its regular public meeting held at City Hall 5901 Terry Road in Byram, conducted a hearing to determine and adjudicate whether the subject real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.
3. The Mayor and Board did determine that written notices to the property owner were provided at least two (2) full weeks before the date of the hearing in the following manner:

- (a) By United States mail, mailed to the address of the subject property;
- (b) By United States mail, mailed to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax;
- (c) By physical posting on the property or parcel of land alleged to be in need of cleaning; and
- (d) By physical posting at city hall or another place in the municipality where such notices are posted.

See Miss. Code Ann. § 21-19-11 (Rev. 2015).

4. The written notice included language that informed the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required written notice mailed and posted shall be recorded in the minutes of the regular meeting at which the hearing was conducted, and is now attached to this Resolution as “Exhibit A.”

5. Having heard from the City employee(s) who personally inspected the property, and having given opportunity for the property owner to be heard, the City does hereby find, determine, and adjudicate that the subject property in its condition at the time of the hearing is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. Miss. Code Ann. § 21-19-11. The Mayor and Board also considered photograph(s) of the property in its current condition, and those photograph(s) are now attached to this

Resolution as “Exhibit B”

6. The City is hereby authorized, if the owner does not do so himself, to proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Miss. Code Ann. § 21-19-11.

7. For subsequent cleaning, the City is hereby further authorized to reenter the property or parcel of land for a period of one (1) year after final adjudication to maintain cleanliness without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

8. The City is authorized to do so no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land.

9. The Mayor and Board may by subsequent resolution adjudicate the actual cost of cleaning the property and shall also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$ 1,500.00) or fifty percent (50%) of the actual cost, whichever is more.

10. If the Mayor and Board declare by subsequent resolution that the cost and any penalty shall be collected as a civil debt, the Mayor and Board may authorize the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the

manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Miss. Code Ann. § 21-19-11.

11. The expense of cleaning of the property, except as otherwise provided by statute for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$ 20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. Miss. Code Ann. § 21-19-11.

MOTION was made to adopt the foregoing Resolution was made by Alderman GIBSON and **SECONDED** by Alderman HARRIS-ALLEN and the foregoing having first been reduced to writing, was submitted to a Roll Call Vote, the result was as follows:

Alderman Johnson voted: Aye / Nay

Alderman Hosey voted: Aye / Nay

Alderman Amos voted: Aye / Nay

Alderman Mack voted: Aye / Nay

Alderman Gibson voted: Aye / Nay

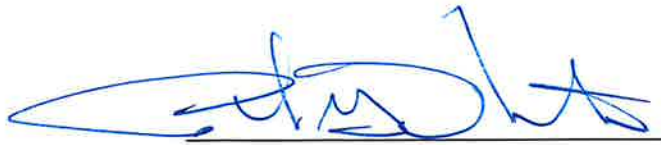
Alderman Moore voted: ABSENT Aye / Nay

Alderman Harris-Allen voted: Aye / Nay

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

SO RESOLVED, ADOPTED, AND APPROVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi at its regular meeting held on the 11th day of JULY, 2024

CITY OF BYRAM, MISSISSIPPI

A handwritten signature in blue ink, appearing to read 'Richard White', written over a horizontal line.

BY: RICHARD WHITE, MAYOR

ATTEST

BY: 
ANGELA RICHBURG, CITY CLERK

[SEAL]

I, Angela Richburg, City Clerk and official custodian of the records of The Mayor and Board of Alderman of the City of BYRAM, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of said Board and is further a matter of record in Minute Book No. ____, at Page No. _____.


CITY CLERK

Richard White, Mayor
Diandra Hosey, Mayor Pro Tem
Erma Johnson, Alderman Ward I
Robert Amos, Alderman Ward III



Teresa Mack, Alderman Ward IV
Roschelle Gibson, Alderman Ward V
David Moore, Alderman Ward VI
Roshunda Harris-Allen, Alderman At Large

June 24, 2024

Peggy Patterson
702 Gary Dr.
Jackson, MS 39272

Mrs. Patterson,

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Byram, Mississippi, to determine pursuant to Mississippi Code 21-19-11 whether a Single Family Dwelling located at 702 Gary Dr., **Byram, Mississippi 39272**, Parcel Number: 4851-360-5 owned by you, is in such a state of disrepair and uncleanness to be a menace to the public health, safety and or/welfare of the community.

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Byram, Mississippi at its meeting dated **Thursday, July 11th, 2024 7:00 pm at the Byram City Hall, 5901 Terry Road Byram, Mississippi 39272**, wherein the determination of whether your property is a menace to the public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Byram to enter the property to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Byram Mississippi to enter and demolish, secure or clean the property for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered for cleaning.

Further, under section 21-19-11, the Board of Aldermen of the City of Byram may also by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty against you not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against you, and/or, at the option of the City's Board of Aldermen, an assessment against the property.

Should you have any questions prior to the scheduled hearing, please **contact Eric Munden, City of Byram Compliance Officer, at 601-372-7791 – ext. 404 or 769-798-8217** during normal business hours.

Under my hand, this 24th day of June 2024

CITY of BYRAM, MISSISSIPPI

**BY: Eric Munden
Compliance Officer**

Exhibit "A"



Exhibit "B"

702 Gary Drive

**A RESOLUTION DETERMINING PROPERTY OR PARCEL OF LAND WITHIN
THE CITY OF BYRAM, MISSISSIPPI, TO BE A MENACE TO THE PUBLIC
AND AUTHORIZING THE CITY TO CLEAN THE LAND**

WHEREAS, the Mayor and the Board of Aldermen as the governing authorities of the City of Byram, Mississippi, are authorized under section 21-19-11 of the Mississippi Code of 1972, as amended, to conduct a hearing to determine and adjudicate whether any property or parcel of land within the municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did conduct said hearing authorized under section 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did provide all required notices to the property owner under 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen did adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community;

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

1. The address of the subject real property is: 2150 South Ridge Road, within the municipal limits of Byram, Mississippi, Parcel #4854-568.

2. On July 11, 2024, the Mayor and Board of Aldermen at its regular public meeting held at City Hall 5901 Terry Road in Byram, conducted a hearing to determine and adjudicate whether the subject real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

3. The Mayor and Board did determine that written notices to the property owner were provided at least two (2) full weeks before the date of the hearing in the following manner:

- (a) By United States mail, mailed to the address of the subject property;
- (b) By United States mail, mailed to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax;
- (c) By physical posting on the property or parcel of land alleged to be in need of cleaning; and
- (d) By physical posting at city hall or another place in the municipality where such notices are posted.

See Miss. Code Ann. § 21-19-11 (Rev. 2015).

4. The written notice included language that informed the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required written notice mailed and posted shall be recorded in the minutes of the regular meeting at which the hearing was conducted, and is now attached to this Resolution as “Exhibit A.”

5. Having heard from the City employee(s) who personally inspected the property, and having given opportunity for the property owner to be heard, the City does hereby find, determine, and adjudicate that the subject property in its condition at the time of the hearing is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. Miss. Code Ann. § 21-19-11. The Mayor and Board also considered photograph(s) of the property in its current condition, and those photograph(s) are now attached to this

Resolution as “Exhibit B”

6. The City is hereby authorized, if the owner does not do so himself, to proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Miss. Code Ann. § 21-19-11.

7. For subsequent cleaning, the City is hereby further authorized to reenter the property or parcel of land for a period of one (1) year after final adjudication to maintain cleanliness without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

8. The City is authorized to do so no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land.

9. The Mayor and Board may by subsequent resolution adjudicate the actual cost of cleaning the property and shall also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$ 1,500.00) or fifty percent (50%) of the actual cost, whichever is more.

10. If the Mayor and Board declare by subsequent resolution that the cost and any penalty shall be collected as a civil debt, the Mayor and Board may authorize the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the

manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Miss. Code Ann. § 21-19-11.

11. The expense of cleaning of the property, except as otherwise provided by statute for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$ 20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. Miss. Code Ann. § 21-19-11.

MOTION was made to adopt the foregoing Resolution was made by Alderman GIBSON and **SECONDED** by Alderman JOHNSON and the foregoing having first been reduced to writing, was submitted to a Roll Call Vote, the result was as follows:

Alderman Johnson voted: Aye / Nay

Alderman Hosey voted: Aye / Nay

Alderman Amos voted: Aye / Nay

Alderman Mack voted: Aye / Nay

Alderman Gibson voted: Aye / Nay

Alderman Moore voted: ABSENT Aye / Nay

Alderman Harris-Allen voted: Aye / Nay

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

SO RESOLVED, ADOPTED, AND APPROVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi at its regular meeting held on the 11th day of JULY, 2024

CITY OF BYRAM, MISSISSIPPI


BY: RICHARD WHITE, MAYOR

ATTEST

BY: 
ANGELA RICHBURG, CITY CLERK

[SEAL]

I, Angela Richburg, City Clerk and official custodian of the records of The Mayor and Board of Alderman of the City of BYRAM, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of said Board and is further a matter of record in Minute Book No. _____, at Page No. _____.


CITY CLERK

Richard White, Mayor
Diandra Hosey, Mayor Pro Tem
Erma Johnson, Alderman Ward I
Robert Amos, Alderman Ward III



Teresa Mack, Alderman Ward IV
Roschelle Gibson, Alderman Ward V
David Moore, Alderman Ward VI
Roshunda Harris-Allen, Alderman At Large

June 24, 2024

Shelia Howard
2150 South Ridge Rd.
Byram, MS 39272

Mrs. Howard,

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Byram, Mississippi, to determine pursuant to Mississippi Code 21-19-11 whether a Single Family Dwelling located at 2150 South Ridge Rd., **Byram, Mississippi 39272**, Parcel Number: 4854-568 owned by you, is in such a state of disrepair and uncleanness to be a menace to the public health, safety and or/welfare of the community.

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Byram, Mississippi at its meeting dated **Thursday, July 11th, 2024 7:00 pm at the Byram City Hall, 5901 Terry Road Byram, Mississippi 39272**, wherein the determination of whether your property is a menace to the public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Byram to enter the property to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Byram Mississippi to enter and demolish, secure or clean the property for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered for cleaning.

Further, under section 21-19-11, the Board of Aldermen of the City of Byram may also by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty against you not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against you, and/or, at the option of the City's Board of Aldermen, an assessment against the property.

Should you have any questions prior to the scheduled hearing, please **contact Eric Munden, City of Byram Compliance Officer, at 601-372-7791 – ext. 404 or 769-798-8217** during normal business hours.

Under my hand, this 24th day of June 2024

CITY of BYRAM, MISSISSIPPI

BY: **Eric Munden**
Compliance Officer

Exhibit "A"

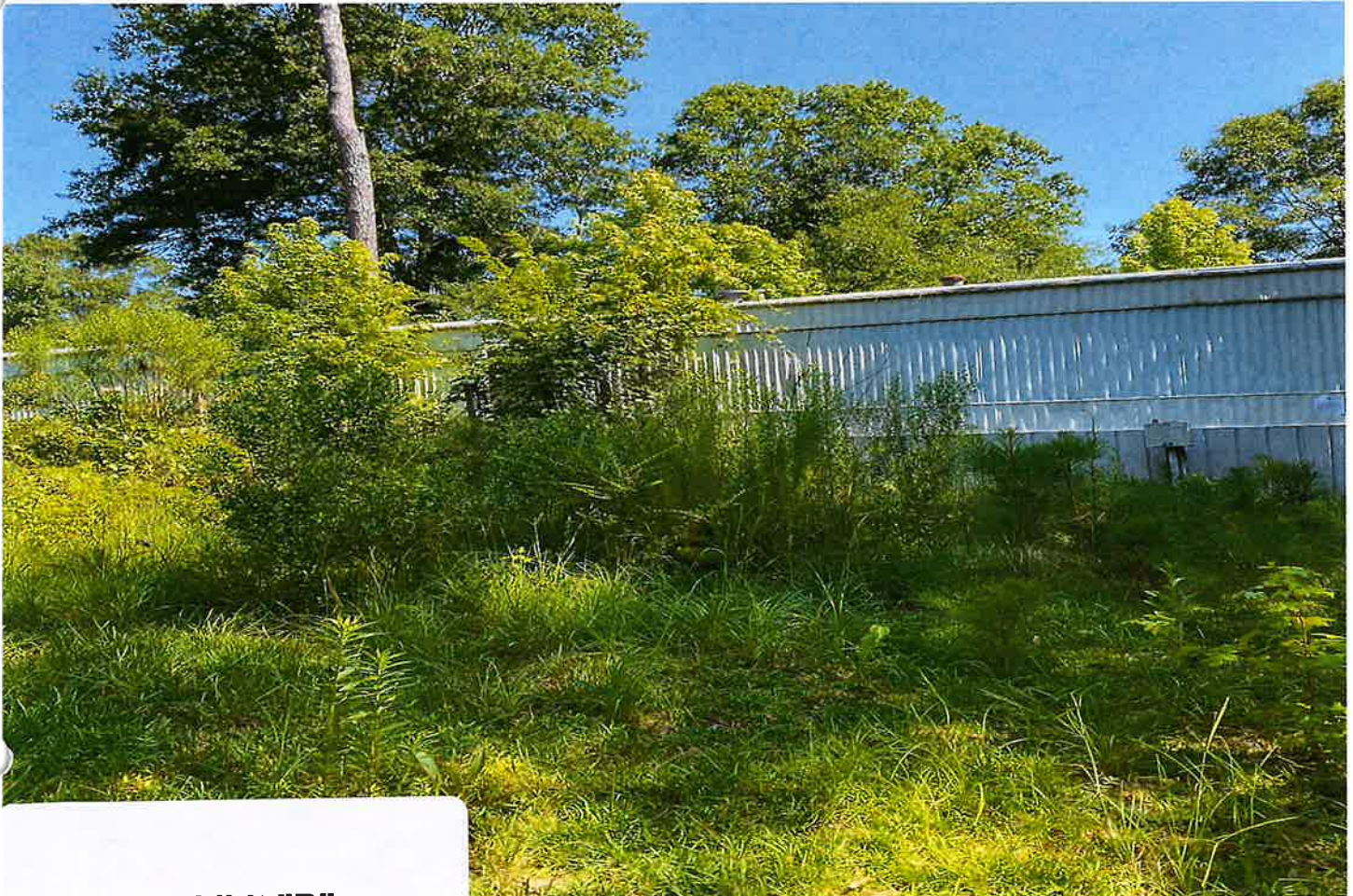


Exhibit "B"

2050 South Ridge Rd.

**A RESOLUTION DETERMINING PROPERTY OR PARCEL OF LAND WITHIN
THE CITY OF BYRAM, MISSISSIPPI, TO BE A MENACE TO THE PUBLIC
AND AUTHORIZING THE CITY TO CLEAN THE LAND**

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WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did conduct said hearing authorized under section 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did provide all required notices to the property owner under 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen did adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community;

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

1. The address of the subject real property is: 0 Dakota Street, within the municipal limits of Byram, Mississippi, Parcel #4855-413-360.
2. On July 11, 2024, the Mayor and Board of Aldermen at its regular public meeting held at City Hall 5901 Terry Road in Byram, conducted a hearing to determine and adjudicate whether the subject real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.
3. The Mayor and Board did determine that written notices to the property owner were provided at least two (2) full weeks before the date of the hearing in the following manner:

- (a) By United States mail, mailed to the address of the subject property;
- (b) By United States mail, mailed to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax;
- (c) By physical posting on the property or parcel of land alleged to be in need of cleaning; and
- (d) By physical posting at city hall or another place in the municipality where such notices are posted.

See Miss. Code Ann. § 21-19-11 (Rev. 2015).

4. The written notice included language that informed the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required written notice mailed and posted shall be recorded in the minutes of the regular meeting at which the hearing was conducted, and is now attached to this Resolution as "Exhibit A."

5. Having heard from the City employee(s) who personally inspected the property, and having given opportunity for the property owner to be heard, the City does hereby find, determine, and adjudicate that the subject property in its condition at the time of the hearing is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. Miss. Code Ann. § 21-19-11. The Mayor and Board also considered photograph(s) of the property in its current condition, and those photograph(s) are now attached to this

Resolution as "Exhibit B"

6. The City is hereby authorized, if the owner does not do so himself, to proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Miss. Code Ann. § 21-19-11.

7. For subsequent cleaning, the City is hereby further authorized to reenter the property or parcel of land for a period of one (1) year after final adjudication to maintain cleanliness without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

8. The City is authorized to do so no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land.

9. The Mayor and Board may by subsequent resolution adjudicate the actual cost of cleaning the property and shall also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$ 1,500.00) or fifty percent (50%) of the actual cost, whichever is more.

10. If the Mayor and Board declare by subsequent resolution that the cost and any penalty shall be collected as a civil debt, the Mayor and Board may authorize the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the

manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Miss. Code Ann. § 21-19-11.

11. The expense of cleaning of the property, except as otherwise provided by statute for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$ 20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. Miss. Code Ann. § 21-19-11.

MOTION was made to adopt the foregoing Resolution was made by Alderman

GIBSON and **SECONDED** by Alderman JOHNSON

and the foregoing having first been reduced to writing, was submitted to a Roll Call Vote, the result was as follows:

Alderman Johnson voted: Aye / Nay

Alderman Hosey voted: Aye / Nay

Alderman Amos voted: Aye / Nay

Alderman Mack voted: Aye / Nay

Alderman Gibson voted: Aye / Nay

Alderman Moore voted: ABSENT Aye / Nay

Alderman Harris-Allen voted: Aye / Nay

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

SO RESOLVED, ADOPTED, AND APPROVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi at its regular meeting held on the 11th day of

JULY, 2024

CITY OF BYRAM, MISSISSIPPI



BY: RICHARD WHITE, MAYOR

ATTEST

BY: 
ANGELA RICHBURG, CITY CLERK

[SEAL]

I, Angela Richburg, City Clerk and official custodian of the records of The Mayor and Board of Alderman of the City of BYRAM, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of said Board and is further a matter of record in Minute Book No. ____, at Page No. _____.


CITY CLERK

Richard White, Mayor
Diandra Hosey, Mayor Pro Tem
Erma Johnson, Alderman Ward I
Robert Amos, Alderman Ward III



Teresa Mack, Alderman Ward IV
Roschelle Gibson, Alderman Ward V
David Moore, Alderman Ward VI
Roshunda Harris-Allen, Alderman At Large

June 24, 2024

State of Mississippi
125 S. Congress St.
Jackson, MS 39201

RE: 0 Dakota St.
Byram, MS 39272

To whom it may concern,

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Byram, Mississippi, to determine pursuant to Mississippi Code 21-19-11 whether a lot located at 0 Dakota St. ., **Byram, Mississippi 39272**, Parcel Number: 4855-413-360 owned by you, is in such a state of disrepair and uncleanness to be a menace to the public health, safety and or/welfare of the community.

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Byram, Mississippi at its meeting dated **Thursday, July 11th, 2024 7:00 pm at the Byram City Hall, 5901 Terry Road Byram, Mississippi 39272**, wherein the determination of whether your property is a menace to the public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Byram to enter the property to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Byram Mississippi to enter and demolish, secure or clean the property for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered for cleaning.

Further, under section 21-19-11, the Board of Aldermen of the City of Byram may also by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty against you not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against you, and/or, at the option of the City's Board of Aldermen, an assessment against the property.

Should you have any questions prior to the scheduled hearing, please **contact Eric Munden, City of Byram Compliance Officer, at 601-372-7791 – ext. 404 or 769-798-8217** during normal business hours.

Under my hand, this 24th day of June 2024

CITY of BYRAM, MISSISSIPPI

Exhibit "A"

BY: **Eric Munden**
Compliance Officer



Exhibit "B"

O Dakota Street

**A RESOLUTION DETERMINING PROPERTY OR PARCEL OF LAND WITHIN
THE CITY OF BYRAM, MISSISSIPPI, TO BE A MENACE TO THE PUBLIC
AND AUTHORIZING THE CITY TO CLEAN THE LAND**

WHEREAS, the Mayor and the Board of Aldermen as the governing authorities of the City of Byram, Mississippi, are authorized under section 21-19-11 of the Mississippi Code of 1972, as amended, to conduct a hearing to determine and adjudicate whether any property or parcel of land within the municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did conduct said hearing authorized under section 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Byram did provide all required notices to the property owner under 21-19-11 of the Mississippi Code; and

WHEREAS, the Mayor and the Board of Aldermen did adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community;

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

1. The address of the subject real property is: 2041 South Ridge Road, within the municipal limits of Byram, Mississippi, Parcel #4854-841.

2. On July 11, 2024, the Mayor and Board of Aldermen at its regular public meeting held at City Hall 5901 Terry Road in Byram, conducted a hearing to determine and adjudicate whether the subject real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

3. The Mayor and Board did determine that written notices to the property owner were provided at least two (2) full weeks before the date of the hearing in the following manner:

- (a) By United States mail, mailed to the address of the subject property;
- (b) By United States mail, mailed to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax;
- (c) By physical posting on the property or parcel of land alleged to be in need of cleaning; and
- (d) By physical posting at city hall or another place in the municipality where such notices are posted.

See Miss. Code Ann. § 21-19-11 (Rev. 2015).

4. The written notice included language that informed the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required written notice mailed and posted shall be recorded in the minutes of the regular meeting at which the hearing was conducted, and is now attached to this Resolution as “Exhibit A.”

5. Having heard from the City employee(s) who personally inspected the property, and having given opportunity for the property owner to be heard, the City does hereby find, determine, and adjudicate that the subject property in its condition at the time of the hearing is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. Miss. Code Ann. § 21-19-11. The Mayor and Board also considered photograph(s) of the property in its current condition, and those photograph(s) are now attached to this

Resolution as "Exhibit B"

6. The City is hereby authorized, if the owner does not do so himself, to proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Miss. Code Ann. § 21-19-11.

7. For subsequent cleaning, the City is hereby further authorized to reenter the property or parcel of land for a period of one (1) year after final adjudication to maintain cleanliness without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

8. The City is authorized to do so no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land.

9. The Mayor and Board may by subsequent resolution adjudicate the actual cost of cleaning the property and shall also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$ 1,500.00) or fifty percent (50%) of the actual cost, whichever is more.

10. If the Mayor and Board declare by subsequent resolution that the cost and any penalty shall be collected as a civil debt, the Mayor and Board may authorize the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the

manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Miss. Code Ann. § 21-19-11.

11. The expense of cleaning of the property, except as otherwise provided by statute for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$ 20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. Miss. Code Ann. § 21-19-11.

MOTION was made to adopt the foregoing Resolution was made by Alderman GIBSON and **SECONDED** by Alderman HOSEY and the foregoing having first been reduced to writing, was submitted to a Roll Call Vote, the result was as follows:

Alderman Johnson voted:	☒ Aye / ☐ Nay
Alderman Hosey voted:	☒ Aye / ☐ Nay
Alderman Amos voted:	☒ Aye / ☐ Nay
Alderman Mack voted:	☒ Aye / ☐ Nay
Alderman Gibson voted:	☒ Aye / ☐ Nay
Alderman Moore voted:	<u>ABSENT</u> Aye / ☐ Nay
Alderman Harris-Allen voted:	☒ Aye / ☐ Nay

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

SO RESOLVED, ADOPTED, AND APPROVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi at its regular meeting held on the 11th day of JULY, 2024

CITY OF BYRAM, MISSISSIPPI



BY: RICHARD WHITE, MAYOR

ATTEST

BY: 
ANGELA RICHBURG, CITY CLERK

[SEAL]

I, Angela Richburg, City Clerk and official custodian of the records of The Mayor and Board of Alderman of the City of BYRAM, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of said Board and is further a matter of record in Minute Book No. ____, at Page No. _____.


CITY CLERK

Richard White, Mayor
Diandra Hosey, Mayor Pro Tem
Erma Johnson, Alderman Ward I
Robert Amos, Alderman Ward III



Teresa Mack, Alderman Ward IV
Roschelle Gibson, Alderman Ward V
David Moore, Alderman Ward VI
Roshunda Harris-Allen, Alderman At Large

June 24, 2024

Sharon Jackson
2041 South Ridge Rd.
Byram, MS 39272

Mrs. Jackson,

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Byram, Mississippi, to determine pursuant to Mississippi Code 21-19-11 whether a Single Family Dwelling located at 2041 South Ridge Rd., **Byram, Mississippi 39272**, Parcel Number: 4854-841 owned by you, is in such a state of disrepair and uncleanness to be a menace to the public health, safety and or/welfare of the community.

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Byram, Mississippi at its meeting dated **Thursday, July 11th, 2024 7:00 pm at the Byram City Hall, 5901 Terry Road Byram, Mississippi 39272**, wherein the determination of whether your property is a menace to the public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Byram to enter the property to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Byram Mississippi to enter and demolish, secure or clean the property for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered for cleaning.

Further, under section 21-19-11, the Board of Aldermen of the City of Byram may also by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty against you not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against you, and/or, at the option of the City's Board of Aldermen, an assessment against the property.

Should you have any questions prior to the scheduled hearing, please **contact Eric Munden, City of Byram Compliance Officer, at 601-372-7791 – ext. 404 or 669-798-8217** during normal business hours.

Under my hand, this 24th day of June 2024
CITY of BYRAM, MISSISSIPPI

Exhibit "A"

BY: Eric Munden
Compliance Officer

Richard White, Mayor
Diandra Hosey, Mayor Pro Tem
Erma Johnson, Alderman Ward I
Robert Amos, Alderman Ward III



Teresa Mack, Alderman Ward IV
Roschelle Gibson, Alderman Ward V
David Moore, Alderman Ward VI
Roshunda Harris-Allen, Alderman At Large

June 24, 2024

Sharon Jackson
2047 South Ridge Rd.
Byram, MS 39272

Mrs. Jackson,

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Byram, Mississippi, to determine pursuant to Mississippi Code 21-19-11 whether a Single Family Dwelling located at 2041 South Ridge Rd., **Byram, Mississippi 39272**, Parcel Number: 4854-841 owned by you, is in such a state of disrepair and uncleanness to be a menace to the public health, safety and or/welfare of the community.

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Byram, Mississippi at its meeting dated **Thursday, July 11th, 2024 7:00 pm at the Byram City Hall, 5901 Terry Road Byram, Mississippi 39272**, wherein the determination of whether your property is a menace to the public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Byram to enter the property to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Byram Mississippi to enter and demolish, secure or clean the property for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered for cleaning.

Further, under section 21-19-11, the Board of Aldermen of the City of Byram may also by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty against you not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against you, and/or, at the option of the City's Board of Aldermen, an assessment against the property.

Should you have any questions prior to the scheduled hearing, please **contact Eric Munden, City of Byram Compliance Officer, at 601-372-7791 – ext. 404 or 769-798-8217** during normal business hours.

Under my hand, this 24th day of June 2024
CITY of BYRAM, MISSISSIPPI

BY: Eric Munden
Compliance Officer



Exhibit "B"

2041 S. Ridge Road.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the 11th day of JULY, 2024, by and between City of Byram, Mississippi (herein called the "Local Government") and the Central Mississippi Planning and Development District (herein called the "CMPDD").

WITNESSETH THAT:

WHEREAS, the Local Government desires to engage the CMPDD to render certain technical and professional services, hereafter described:

NOW, WHEREFORE, the parties hereto do mutually agree as follows:

1. Employment of CMPDD

The Local Government hereby agrees to engage the CMPDD and the CMPDD hereby agrees to provide the services hereinafter described.

2. Scope of Services

The CMPDD will furnish all personnel to perform the services described in the "Scope of Services", which is attached hereto and made a part hereof by reference.

3. Period of Performance

The CMPDD will undertake and complete performance of the services referred to in "Scope of Services", upon execution of this contract by both parties, and ending upon completion of the "Scope of Services."

4. Compensation

Compensation to the CMPDD for responsibilities outlined in the "Scope of Services" shall be on a fixed fee basis. The Local Government agrees to pay a fixed fee of fifteen thousand (\$15,000) for Application Preparation and thirty thousand for Grant Administration (\$30,000) totaling forty-five thousand (\$45,000).

5. Method of Payment

The CMPDD shall invoice the Local Government, not more often than monthly, as costs are incurred, and the Local Government agrees to pay the amount shown on each invoice within 30 days of receipt of an invoice from the CMPDD.

6. Termination for Cause and Convenience

At any time for convenience, or if, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, this Contract may be terminated by giving thirty (30) days written notice to the other party of such

termination. If this Contract is terminated by the CMPDD as provided herein, the Local Government will be reimbursed equal to its contribution, less any costs actually incurred by the CMPDD that are directly attributable to the services covered by this Contract. If this Contract is terminated by the Local Government as provided herein, the CMPDD will be reimbursed equal to its contribution, less any costs actually incurred by the Local Government that are directly attributable to the services covered by this Contract.

7. Changes

This contract may be altered from time to time with the approval of both parties. Such changes, including any increase or decrease in the amount of the Local Government's contribution, shall be incorporated in written amendments to this Contract.

8. Interest of Members of Local Government

No officer, member, or employee of the Local Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

9. Personal Assistance and Professional Services Furnished by the Recipient to the CMPDD

The CMPDD, through its authorized representatives, shall have access to all files and records relating to this Contract. The CMPDD shall also furnish normal assistance required for the expeditious completion of the work to be done by the Local Government under the terms of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

10. Local Government Cooperation

The Local Government hereby agrees that its officials and employees will cooperate with the CMPDD in the discharge of its responsibility under this Contract and will be available for consultation at such times as may be mutually agreeable to both parties. The Local Government shall make available to the CMPDD or its designated agents, all data, records, reports, maps, or other information as are existing, available, and necessary for carrying out this Contract.

11. Records

All records of the CMPDD shall be maintained for a minimum period of three years from the date of project closeout.

12. Products of this Contract

It is understood and acknowledged by the Local Government that the CMPDD shall retain ownership of all work products it develops as necessary to produce the items that the CMPDD is required to produce under this agreement. Such work products shall include, but shall not necessarily be limited to; digital data, research materials, working papers, and other internal documents. The Local Government shall have full right and title to all products delivered to the Local Government by the CMPDD under this agreement.

STANDARD FEDERAL ADMINISTRATION REQUIREMENTS**13. Availability of Books and Records**

The Local Government, as Recipient, CDBG, the State, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the CMPDD which are directly pertinent to this contract for purpose of making audit, examination, excerpts and transcripts. All records of the CMPDD shall be maintained for a minimum period of three years from the date of project closeout.

14. Equal Employment Opportunity

During the performance of this Contract, the CMPDD agrees to comply with all provisions of Executive Order 11246 of September 24, 1975, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations.

15. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less than once a month without deduction or rebate of any amount except only such payroll deductions are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Anti-Kickback Act of June 13, 1934 (48 Stat. 498; 62 Stat. 740; 63 Stat. 198, Title 18, U.S.C., Section 874; and Title 40 U.S.C., Section 276c) and Department of Labor Regulations (29 CFR, Part 2). The CMPDD shall comply with all applicable Anti-Kickback regulations and shall insert appropriate provisions in all subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof. Those specific contract conditions of A-102 not directly addressed in this contract will be met by the CMPDD as the Scope of Services may dictate.

16. CDBG Requirements and Regulations

The CMPDD agrees to comply with CDBG requirements and regulations pertaining to

reporting, patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and copyrights and rights in data.

17. Mandatory Standards and Policies

The CMPDD agrees to comply with Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issues in compliance with the Energy Policy and Conservation Act (Pub L. 94-163.89 Stat.871).

IN WITNESS WHEREOF, the CMPDD and the Local Government have executed this Agreement
as of this date first above written.

ATTEST:

CENTRAL MISSISSIPPI PLANNING
AND DEVELOPMENT DISTRICT

"CMPDD"


Cathy Duke
Director of Finance

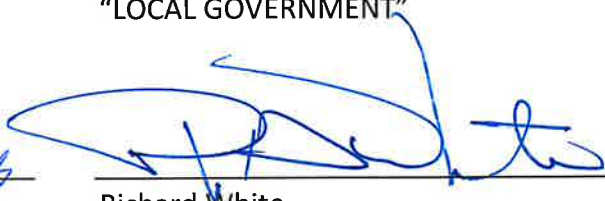

Mike Monk
Chief Executive Officer

ATTEST:

CITY OF BYRAM, MISSISSIPPI

"LOCAL GOVERNMENT"


Angela Richburg
City Clerk


Richard White
Mayor

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned individual in and for said County and State, the within named Angela Richburg and Richard White who acknowledged to me that they are the City Clerk and Mayor of City of Byram, Mississippi, respectively and that as such they did sign, execute and deliver the foregoing instrument, having affixed the City seal thereto, for the purposes therein stated, in the name of, for and on behalf of said City, they being first duly authorized to do so.

Given under my hand and official seal, this the 17th day of JULY, 2024.


NOTARY PUBLIC

My Commission Expires:

APRIL 15, 2028



STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned individual in and for said County and State, the within named Mike Monk and Cathy Duke, who acknowledged to me that they are the Chief Executive Officer and Director of Finance of the Central Mississippi Planning and Development District, Incorporated, respectively, and that as such they did sign, execute and deliver the above foregoing instrument, having affixed the corporate seal thereto, for the purposes therein stated, in the name of, for and on behalf of said corporation, they being first duly authorized so to do.

Given under my hand and official seal, this the 24 day of July, 2024.

Candace Darby
NOTARY PUBLIC

My Commission Expires:

2-11-2028



SCOPE OF SERVICES

The CMPDD shall carry out in an expedient and satisfactory manner the submission and subsequent technical assistance required in the Grant process:

- A. Assist in preparation of CDBG application;
- B. Assist in selection of professional services for the grant program;
- C. Assist in meeting environmental requirements;
- D. Assist in procurement and selection of construction contractors;
- E. Assist in acquisition of easements and right-of-ways, as necessary;
- F. General oversight regarding project administration, administrative services, and financial management services consistent with CDBG program guidelines and policies;
- G. Assistance in setting up record keeping files in accordance with CDBG specifications;
- H. Conduct weekly payroll reviews and labor standard interviews;
- I. Assistance with the preparation of quarterly performance reports, Section 3 reports, other semi-annual reports, and close-out documents;
- J. Assist with CDBG draw-downs by filing necessary documents; and
- K. Provision of technical assistance for other grant related matters as necessary.

**SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, "Contracted Party" shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

The sub recipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and,
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and sub grants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. **Personnel**

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. **Anti-Kickback Rules**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. **Withholding of Salaries**

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. **Claims and Disputes Pertaining to Salary Rates**

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. **Equal Employment Opportunity**

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally

assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (42 U.S.C. 1701u) and with the requirements of 24 C.F. R. Part 135 requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. The Section 3 Clause attached hereto as Exhibit A is specifically incorporated into this agreement and must be included in all contract and sub-contracts.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. **Interest of Certain Federal Officers**

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. **Interest of Contractor**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. **Political Activity**

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. **Davis-Bacon Act Requirements**

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. **Uniform Act Requirements**

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. **Lead-Based Paint Requirements**

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. **Compliance with Office of Management and Budget**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. **Flood Insurance Purchase Requirements**

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. **Historic Preservation**

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-I *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. **Program Monitoring**

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. **Discrimination**

In operation of the project to which this grant relates, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, or political affiliation or belief.

32. **Confidential Findings**

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. **Third-Party Contracts**

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

34. **Excessive Force**

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. **Architectural Barriers Act and Americans with Disabilities**

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

36. **Environmental**

The applicant will:

1. Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act

of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

2. Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

1. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
2. Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

1. Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
2. Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

1. Focusing attention on the environment and health conditions in minority and low-income communities; and
2. Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
3. Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

37. Uniform Relocation

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.

38. Code of Standards of Conduct

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

39. Use of Influence

The chief elected official certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

40. Cost Overruns

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

41. Mississippi Employment Protection Act

The subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees

to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**AGREEMENT BETWEEN CITY OF BYRAM
AND
GUEST CONSULTANTS, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES**

PART I. PARTIES

THIS AGREEMENT entered into this the 11 day of July, 2024, by and between the CITY OF BYRAM ("Owner") and GUEST CONSULTANTS, INC. ("Engineer") for the following Project:

Community Development Block Grant funded project to include provisions for design and construction engineering services for "City of Byram Drainage Improvements Project".

The name and license number of the professional engineer who will bear the primary responsibility for the professional engineering work on this project is Joe Barton Ballard, MS license No. 14212.

The OWNER and the ENGINEER agree as follows:

PART II. ENGINEERING CHARGE:

- A. In accordance with the terms and conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as follows:
 - A.1. BASIC ENGINEERING SERVICES – As defined in Paragraph 1.1 on the basis of lump sum amounts as follows:
 - A.1.1. DESIGN AND PRECONSTRUCTION PHASE SERVICES – As defined in Paragraph 1.1.1 on the basis of a lump sum SEVENTY THREE THOUSAND EIGHT HUNDRED NINETY FOUR DOLLARS (\$73,894.00)
 - A.1.2. CONSTRUCTION PHASE SERVICES – As defined in Paragraph 1.1.3 on the basis of a lump sum of THIRTYSEVEN THOUSAND, THREE HUNDRED SEVENTY TWO DOLLARS (\$37,372.00)
 - A.2.2 Cost of Services of other Professional Consultants billed to the ENGINEER by the Professional consultants for such services.
 - A.2.3. REIMBURSABLE EXPENSES – As defined in Article 4.

PART III. TERMS AND CONDITIONS

ARTICLE 1 – ENGINEER’S RESPONSIBILITIES

1.1 Basic Services

The ENGINEER agrees to perform normal Civil Engineering professional services necessary for the successful prosecution of the Project. These services exclude environmental, geotechnical, etc.

1.1.1 Design Phase

After the OWNER directs the ENGINEER to proceed, the ENGINEER shall perform the following services:

- 1.1.1.1 Perform the necessary design for the Project, including the detailed design of the Project, in accordance with the intent of the OWNER’S application to DECD.
- 1.1.1.2 Prepare detailed drawings, specifications, and contract documents required for the Project. Submit the plans and specifications to the appropriate governmental agencies that have authority over the project for approvals. One (1) copy of the drawings, specifications and contract documents shall be provided to the OWNER by the ENGINEER for the OWNER’S REVIEW AND APPROVAL.
- 1.1.1.3 Prepare a final Opinion of Probable Construction Cost based on the final design.
- 1.1.1.4 In the event that the preliminary or final Opinion of Probable Cost, or the lowest responsive bid less deductive alternates, exceed the funds available by an amount in excess 25%, the ENGINEER shall redesign the Project as necessary to reduce cost accordingly.
- 1.1.1.5 Provide deductive alternates, where feasible, so that should the lowest responsive bid for construction of the Project exceed the funds available, deductive alternatives can be taken to reduce the bid amount.
- 1.1.1.6 Comply with all applicable provisions of the Regulations of the U.S. Department of Commerce issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color sex, or national origin.
- 1.1.1.7 Provide within the Project documents a sufficiently clear delineation of the labor categories and wage rates that are applicable to the Project in conformance with all local and State laws or practices.

1.1.2 Preconstruction Phase

Upon receipt of the OWNER'S written approval of the Design Phase, Contract Documents, and latest Opinion of the Construction Cost, and written authorization to proceed with the Preconstruction Phase, the ENGINEER shall:

- 1.1.2.1. Furnish Advertisement for Bids.
- 1.1.2.2. Attend and assist in conducting the Bid opening.
- 1.1.2.3. Analyze the bids received for irregularities.
- 1.1.2.4. Review proof of bidder's qualifications and recommend contract award or rejection.
- 1.1.2.5. Prepare Resolution of Award and assist in its execution.
- 1.1.2.6. Collect Proof of Publication, and assist in securing approval of award and procurement procedures.
- 1.1.2.7. Prepare contract documents and assist in their execution.
- 1.1.2.8. Prior to advertisement, the ENGINEER shall provide the OWNER a maximum of six (6) copies of the plans, specifications, and contract documents for use by the OWNER. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
- 1.1.2.9. The ENGINEER will furnish additional copies of the drawings, specifications, and contract documents as required by the prospective bidders, material suppliers, and other interested parties, but may charge same for the cost of such copies. Upon award of the contract, the ENGINEER will furnish the OWNER six (6) sets of the specifications, and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain property of the ENGINEER.

1.1.3 Construction Phase

Upon award of any Construction Contract based upon the Construction Contract Documents compiled by the ENGINEER, the Construction Phase of this Agreement shall commence and the ENGINEER shall:

- 1.1.3.1 Act as the OWNER'S representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract Document.
- 1.1.3.2 Advise and consult with the OWNER'S representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract Documents.
- 1.1.3.3 Make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Drawings and the Specifications. On the basis of his on-site observations as an ENGINEER, he shall endeavor to guard the OWNER against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee the performance of the Contractor. The ENGINEER shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the construction work. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or of any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.
- 1.1.3.4 Review the Contractor's request for progress payment, and based upon said on-site observation, advise the OWNER as to the ENGINEER'S opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the OWNER, a Certificate for Payment in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by the ENGINEER to the OWNER, based upon said on-site observations, review any data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of the ENGINEER'S knowledge, information and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by the ENGINEER shall not represent that has made any investigation to determine the uses made by the Contractor of the sum paid to the Contractor.
- 1.1.3.5 The ENGINEER shall provide a part time Resident Project Representative to assist the ENGINEER in order to render more extensive representation at the Project site during the Construction Phase. The inspection shall be for all phases of work that cannot be later observed as being properly constructed. By means of the more extensive on-site observations of the work in progress, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not

include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and the ENGINEER shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

- 1.1.3.6 Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work. The ENGINEER'S decisions in matters relating to the ENGINEER'S design shall be final.
- 1.1.3.7 Notify the OWNER of permanent work that does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendation implemented by the Contractor.
- 1.1.3.8 Review and approve shop drawings, samples, and other submittal of the Contractor only for general conformance to the design concept of the Project and for general compliance with the Construction Contract.
- 1.1.3.9 Prepare for the OWNER'S approval, Change Orders that address revisions with the original project scope.
- 1.1.3.10 The ENGINEER shall not be responsible for the defects or omissions in the work resulting of the Contractor(s), or any Subcontractor(s), or any of the Contractor's of Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.
- 1.1.3.11 Submit a report not less frequently than quarterly to the OWNER covering the general progress of the job and describing any problems or factors contributing to delay.
- 1.1.3.12 Review and approve the Contractor's schedule of amounts for contract payment.
- 1.1.3.13 Assure that a ten percent (5%) retainage is withheld from all payments on construction contracts until fifty percent (50%) complete and then two and a half (2.5) percent until final acceptance by the OWNER and approval by DECD, unless State or local law provides otherwise. All retainage shall be in compliance with state law.
- 1.1.4 Providing construction staking control as required for construction of the facilities specified in the project scope on page 1 hereof. Detailed construction staking shall be provided by the Contractor.

1.1.5 Provide a set of record drawings to both the owner and DEQ.

1.2 Additional Services

If authorized in writing by the OWNER, the ENGINEER agrees to furnish or obtain from others, additional professional services in connection with the Project, as set forth below and contained within this Agreement.

1.2.1 Preparing special Change Orders when requested by the OWNER which are not within the scope of "BASIC SERVICES", paragraph 1.1.3.9.

1.2.2 Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.

1.2.3 Providing plats, descriptions and staking to aid in right-of-way acquisition.

1.2.4 Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 2 "OWNER'S RESPONSIBILITIES".

ARTICLE 2 – OWNER'S RESPONSIBILITIES

THE OWNER SHALL:

2.1 Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNERS requirements for the Project.

2.2 Designate in writing a person authorized to act as the OWNER'S representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER'S policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER'S services.

2.3 Furnish soils data, when necessary, including but not limited to reports, test borings, test pits, probing's, subsurface explorations, soil bearing values, percolations test, ground corrosion and resistivity test, all with appropriate professional interpretation.

2.4 Furnish laboratory test, air and water pollution tests, reports, and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this project.

- 2.5 Provide legal and accounting services necessary for the project, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.
- 2.6 Furnish permits and approvals for all governmental authorities having jurisdiction over this project and from others as may be necessary for completion of the Project.
- 2.7 Furnish above services at the OWNERS expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement.
- 2.8 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the Contractor and bear all cost of replacing stakes or markers damaged or removed during said time interval.
- 2.9 Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER'S services under this Agreement.
- 2.10 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other events which may substantially affect the ENGINEER'S performance of services under this Agreement.
- 2.11 Compensate the ENGINEER for service rendered under this Agreement.

ARTICLE 3 – DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct labor costs incurred by the ENGINEER directly attributable to the Project by the payment of the actual salaries and wages to the employees of the ENGINEER, but not including indirect payroll connected costs and other not- Project related costs.

ARTICLE 4 – REIMBURSABLE EXPENSES

- 4.1 Reimbursable Expenses are in addition to compensation to the ENGINEER for Basic and Additional Services and include expenditures made by the ENGINEER, his employees or his consultants in the interest of the Project. Reimbursable Expenses include but are not limited to:
 - 4.1.1 Expenses for transportation, subsistence and lodging when traveling in connection with the Project.
 - 4.1.2 Expense of long-distance telephone calls, telegrams, messenger service, and fees paid for securing approval of authorities having jurisdiction over the Project.

- 4.1.3 Expense of all reproduction, postage and handling of Drawings, Specifications, reports or other Project related work product of the ENGINEER.
- 4.1.4 Expense of computer time including charges for proprietary programs.

ARTICLE 5 – PAYMENTS TO THE ENGINEER

- 5.1 Progress payments for all parts of this Contract shall be made in proportion to the services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of the ENGINEERS submittal of his monthly statement. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth day.
- 5.2 For Design and Pre-construction Phase Services, Part II, A.1.1, payments made after the initial payment shall be made monthly in proportion to services performed so that compensation at the completion of each phase shall equal the following percentages of total basic compensation:
- | | |
|---|-----|
| Preliminary Design Phase - - - - - | 40% |
| Final Design Phase - - - - - | 40% |
| Construction Contract Documents Phase - - - - - | 10% |
| Bidding and Awarding Phase - - - - - | 10% |
- 5.3 For Construction Review Services, Part II, A.1.2 payments will be made based on the percentage of completion of the construction contract.
- 5.4 If the OWNER fails to make monthly payments due to the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- 5.5 No deductions shall be made from the ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- 5.6 If the Project is delayed or if the ENGINEER'S services for the Project are delayed or suspended for more than three (3) months for reasons beyond the ENGINEER'S control, the ENGINEER may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement.

ARTICLE 6 – GENERAL PROVISIONS

- 6.1 Ownership of Documents

All original Drawings, Specifications and other work product of the ENGINEER for this project are instruments of services for this Project only and shall remain the property of the ENGINEER whether the Project is completed or not. Re-use of any instruments of service of the ENGINEER by the OWNER on extensions of this Project or on any other Project without written permission of the ENGINEER shall be at the OWNERS risk and the OWNER agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized re-use of the ENGINEER'S instruments of service by the OWNER OR BY OTHERS ACTING THROUGH THE OWNER. Any re-use or adaption of the ENGINEERS instruments of service occurring after the written agreement of the ENGINEER shall entitle the ENGINEER to further compensation in amount to be agreed upon by the OWNER AND ENGINEER.

6.2 Delegation of Duties

Neither the OWNER nor the ENGINEER shall delegate his duties under this agreement without the written consent of the other.

6.3 Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for service performed to the termination notice date including Reimbursable Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus a reasonable fee to be mutually agreed upon at the at the appropriate time by both parties to account for ENGINEER'S rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

6.4 Extent of Agreement

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

6.5 Governing Law

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the ENGINEER.

6.6 General

6.6.1 Should litigation occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection of expenses, witness

fees, court costs and attorney's fees incurred by the prevailing party shall be paid by the non-prevailing party.

- 6.6.2 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or other's employees and agents.
- 6.6.3 In the event any provisions of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 6.6.4 The ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work but not relating to the final or complete structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 6.6.5 The ENGINEER intends to render his service under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty, either express or implied.
- 6.6.6 Any Opinion of the Construction Cost prepared by the ENGINEER represents his judgement as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over the competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such Opinions as compared to Contractor bids or actual cost to the OWNER.

ARTICLE 7 – SPECIAL PROVISIONS

7.1 INSURANCE AND INDEMNITY

- 7.1.1 Engineer's Insurance – The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability and comprehensive general liability insurance coverage.
- 7.1.2 Contractor's Insurance – Prior to the commencement of the work, the OWNER shall require the Contractor and any Subcontractors to submit evidence that he (they) have obtained for the period of the construction Contract and the Guarantee period comprehensive general liability insurance coverage (including completed operation coverage). This coverage shall provide for bodily injury and property

damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$3,000,000 for damage arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The Property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground explosions.

Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph 7.1.4 "Indemnity". The comprehensive general liability insurance will include as additional named insurers: the OWNER; the ENGINEER; and each of their officers, agents, and employees.

- 7.1.3 Builder's Risk – "All Risk": Insurance – Before commencement of the work, the OWNER will require that the Contractor and any Subcontractors submit written evidence that he (they) have obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire Project which is the subject of the Construction Contract. Such insurance shall include as additional named insurers; the OWNER; the ENGINEER; and each of their officers, agents, employees and any other persons with an insurable interest as may be designated by the OWNER.

Such insurance may have a deductible clause but not to exceed \$5,000.00 except that earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.

- 7.1.4 Indemnity – The OWNER will require that any Contractor or Subcontractors performing work in connection with the Drawings and Specifications produce under this Agreement to hold harmless indemnify and defend, the OWNER and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractors (or Subcontractors) negligence in the performance of the work described in the Construction Contract Document, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents and employees.

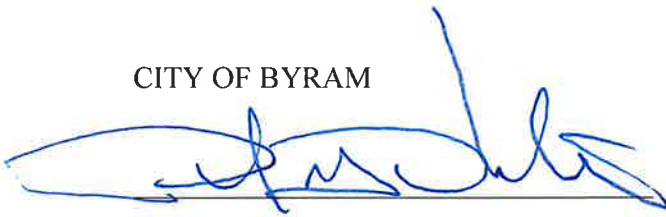
ARTICLE 8 – SCHEDULE

This Agreement shall commence upon receipt of a written authorization to proceed from the OWNER, and shall end ninety days after final acceptance of the construction by the OWNER.

PART IV. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and year first above written.

CITY OF BYRAM

A handwritten signature in blue ink, appearing to read "Richard White", written over a horizontal line.

Richard White, Mayor

Attest:

A handwritten signature in blue ink, appearing to read "Angela E. Pickens", written over a horizontal line.

GUEST CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Joe Barton Ballard", written over a horizontal line.

Joe Barton Ballard, President

Attest:

A handwritten signature in blue ink, appearing to read "Birn Miley", written over a horizontal line.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 11, 2024 AGENDA ITEM NO: 6.k

FOR:

Approval to dispose of asset #PE-4, 2014 International Asphalt Hot Box, VIN 1K9BU1811EN246203,
by auction

INTRODUCED BY: Bill Miley, Public Works Director

MAYORAL VETO OF BOARD ACTION

1. I, Richard White, Mayor of Byram, Mississippi, hereby exercise the Mayor's right of veto, a power conferred to me by Mississippi statute. Miss. Code. Ann. § 21-3-15(2)(b) (Rev. 2015).

2. I hereby veto in its entirety the action taken by the Board of Aldermen at the City's May 23, 2024, regular public meeting in which the Board voted 4-3 to grant a Conditional Use to allow for a sports bar/pool hall on the property located at 5547 I-55 South in Byram.

3. Mr. John Strong submitted an application to the City requesting a conditional use to operate a sports bar/pool hall/party rooms on property located at 5547 I-55 South in Byram. In the application, Mr. Strong stated that he is the owner of the subject property; however, Mr. Strong is not the actual owner of the property, no longer has any agreement with the actual owner to purchase the subject property, and has no other interest in the land. In fact, I have spoken with the actual owner of the property, and he informed me that he no longer intends to sell the property to Mr. Strong and that Mr. Strong has asked that his earnest money be returned. Section 5.600.15(G) of the City's Zoning Ordinance provides: **"Special Uses Apply to Property. Not Person:** When granted, a conditional use, together with any conditions or safeguards attached, shall apply to the land, structure or use for which it was issued, and not to a particular person." However, Mr. Strong has no interest of any kind in the land. Therefore, I believe the Board's 4-3 action violates state law as being both arbitrary and capricious, as well as unsupported by substantial evidence.

4. Further, Section 221 of the Zoning Ordinance provides in part under the definition of a Conditional Use that "A permit (building permit or change of use permit) granted by the City for the initiation of a conditional use (with the necessary restrictions included) . . .

will allow such use to continue as long as the specific use granted by the conditional use remains the same.” At this time, the land is not used for the purpose listed in the application.

5. Applicable state law requires that, after an action is voted on by the Board of Aldermen and presented to the Mayor for a signature, the Mayor may return it unsigned to the Board of Aldermen “by delivering it to the municipal clerk together with a written statement setting forth his objections thereto or to any item or part thereof.” Miss. Code. Ann. § 21-3-15(2)(b). Further, the statute provides in part: “No ordinance or any item or part thereof shall take effect without the mayor's approval” Miss. Code. Ann. § 21-3-15(2)(b). “The term “ordinance” as used in this section shall be deemed to include ordinances, resolutions and orders.” Miss. Code Ann. § 21-3-15(3). Attached hereto as “Exhibit A” is an unsigned draft of the meeting minutes, as well as an unsigned draft of the Order granting the Conditional Use.

6. This “Mayoral Veto of Board Action” shall serve as both my veto and my written statement required by statute.

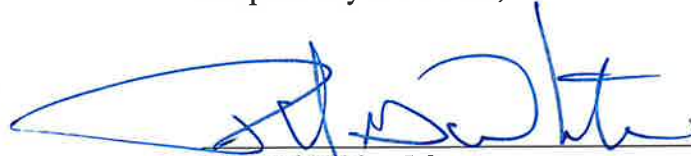
7. I object to the Board’s action (identified in the above paragraphs) as not being in the best interest of the City of Byram, and I hereby veto that 4-3 vote of the Board of Aldermen on May 23, 2024, granting a conditional use to allow for a sports bar/pool hall on the property located at 5547 I-55 South in Byram because Mr. Strong does not own the subject property and does not currently have any agreement to purchase the property or any other interest in the land.

8. Further, I veto this matter as I do not believe that the action of the Board is in the best interests of the City of Byram, its citizens and property owners.

9. I have delivered this, my “Mayoral Veto of Board Action,” to Mrs. Angela Richburg, City Clerk of Byram, Mississippi, and have requested 1) that she enter this Veto –

together with a copy of the unsigned draft minutes of the Board of Aldermen – into the official Minute Book, and 2) that she provide a copy to each member of the Board of Aldermen.

Respectfully submitted,



Richard White, Mayor,
City of Byram, Mississippi

6/17/24
Date

STATEMENT REGARDING MAYORAL VETO

In the Mayor Veto I issued on June 17, 2024, I included a statement which references my belief that the Board's 4-3 action granting a conditional use was in violation of state law as being both arbitrary and capricious, as well as unsupported by substantial evidence. Although not my intent by including it within my veto, I have since learned that to certain Aldermen, this statement was inadvertently personally and professionally offensive. Thus, I hereby withdraw that portion of my veto described above. The remaining reasons for my June 17 veto, namely a lack of interest by the petitioner in the real property, are unchanged.

CITY OF BYRAM
MINUTES OF THE REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN
THURSDAY, MAY 23, 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 Pastor Chris Perkins of The Rock Worship Center

3. Pledge of Allegiance

4. Roll Call

Present: Richard White, Mayor

Erma Johnson, Alderman Ward I

Diandra Hosey, Alderman Ward II, Mayor Pro Tem

Robert Amos, Alderman Ward III

Teresa Mack, Alderman Ward IV

Roschelle Gibson, Alderman Ward V

David Moore, Alderman Ward VI

Roshunda Harris-Allen, Alderman At Large (via phone)

Julia Kraft, Deputy City Clerk

Legal Counsel Present: Attorney John Scanlon

Representative Fabian Nelson and Senator David Blount gave a legislative update.

5. Presented Items

- (a) **Approval to amend the agenda to include under Presented Items, approval to appoint Training Chief Harry Horton as Interim Fire Chief on the retirement of Fire Chief Fred Green, effective June 1, 2024, and approval to advertise for bids for the Big Creek Sanitary Sewer Interceptor**

Motion to amend the agenda

Moved by Alderman Gibson

Seconded by Alderman Johnson

Motion Passed

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

- (b) **Approval of Proclamation for the retirement of Fire Chief Fred Green**

Motion to approve Proclamation

Moved by Alderman Johnson

Seconded by Alderman Gibson

Motion Passed

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

- (c) **Approval to appoint Training Chief Harry Horton as Interim Fire Chief for the City of Byram Fire Department on the retirement of Chief Fred Green, effective June 1, 2024**

Motion to appoint Harry Horton as Interim Fire Chief effective June 1, 2024

Moved by Alderman Hosey

Seconded by Alderman Amos

Motion Passed

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

Motion to go into Closed Session to determine if Executive Session is warranted

Moved by Alderman Hosey

Seconded by Alderman Johnson

Motion Passed

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

Motion to go into Executive Session

Moved by Alderman Hosey

Seconded by Alderman Moore

Motion Passed

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

Nays: Gibson

Motion to approve the extension of the April 11th Declaration of Emergency continued previously by Mayoral Executive Order, and additional expenditures to correct the failed storm drain pipe

Moved by Alderman Moore

Seconded by Alderman Gibson

Motion was withdrawn

Motion to approve the extension of the April 11th Declaration of Emergency continued previously by Mayoral Executive Order, and additional expenditures to correct the failed storm drain pipe, and to direct the City Attorney to approach the County about sharing in the cost of repairs caused by a condition approved before the 2009 reincorporation of the City

Moved by Alderman Mack

Seconded by Alderman Gibson

Motion Passed

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

Presented with the substance of the Mayor's Executive Order, the Board made a factual finding that extension of the declared local emergency was necessary to preserve the public life, safety, health, and property of the residents of the City of Byram, and to preserve the public order. The action of the Board was to undertake additional expenditures now needed due to the condition of the failed and failing public storm drain line; specifically, the expenditures are to repair and correct the storm drain line which serves the public as a flood control measure located between two lots in the Dove Meadows subdivision in Byram. The Board approved the \$239,430.00 estimate presented by Hemphill Construction.

Motion to exit Executive Session and re-enter Open Session

Moved by Alderman Johnson

Seconded by Alderman Gibson

Motion Passed

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

Motion to reject all bids for the Terry Road Bridge project and re-advertise for bids

Moved by Alderman Gibson

Seconded by Alderman Johnson

Motion Passed

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

(d) Continuation of 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 continuation of the January 25, 2024 Public Hearing at 8:10 P.M. Persons who addressed the Board were Eric Munden, Building Official, John Strong, Petitioner, and, through its minutes, the Development Review Committee (DRC). Alderman Hosey gave the following statement to be included in the minutes:

When I was a law student, I frequented night clubs and slept in peace in a bedroom community. We are not a college town, where we need to maintain entertainment venues for students. We are not Oxford, we are not Starkville, we are not Hattiesburg and we are not Jackson. We are Byram, a bedroom community where people come to raise their young families. We have over 118 children in our first year basketball program and well over that in our soccer program. Children and families should be our focuses. Not night clubs. If we open the door for one, then others will come. Is that what we want for our city?

Mr. Melvin Thornton and Mr. Tim Rooks spoke in opposition to the Conditional Use. Mr. Elroy Winding, Representative Fabian Nelson, Mr. Darrell Jones and Mr. Leonard Moore spoke in favor of granting the Conditional Use.

After review of the facts and upon recommendation of the DRC the Board found that all requirements under Section 5.600.15 of the Zoning Ordinance have been satisfied, and all Public Hearing requirements have been met: attached is the copy of the proof of publication and copy of the notice that was posted in City Hall.

Mayor White closed the Public Hearing at 9:40 P.M.

Motion to grant a Conditional Use for a restaurant with a bar with the conditions requested by the D.R.C. in its May 16, 2024 Meeting, attached as Exhibit "A" to the Order Granting Conditional Use

Moved by Alderman Harris-Allen

Seconded by Alderman Gibson

Motion Passed

Ayes: Johnson, Mack, Gibson, Harris-Allen

Nays: Hosey, Amos, Moore

- (e) **Approval to advertise for bids for the Big Creek Sanitary Sewer Interceptor project**

Motion to approve advertising for bids

Moved by Alderman Amos

Seconded by Alderman Gibson

Motion Passed

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

6. Approval of Consent Agenda Items

Motion to approve Consent Agenda

Moved by Alderman Gibson

Seconded by Alderman Johnson

Motion Passed

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

- (a) **Approval of Minutes of the Regular Work Session of the Mayor and Board of Aldermen held May 6, 2024**
- (b) **Approval of Minutes of the Regular Meeting of the Mayor and Board of Aldermen held May 9, 2024**
- (c) **Acceptance of \$500.00 donation for the Blue Dawgs program from Ricky and Lanaee Thompson**
- (d) **Approval for Dispatcher Jessica Swindoll to attend a 16 Hour Orientation Course for E-Telecommunications in Canton, MS, May 20-21, 2024 There is no registration fee or estimated travel expense**
- (e) **Approval of payment in the amount of \$1,855.00 to Taylor Sudden Service for renewal of the Standby Generator Industrial Maintenance Service Agreement from May 2024 to May 2025 (001-200-650)**
- (f) **Approval of payment in the amount of \$1,750.00 to AD&S, Inc., renewal of annual warranty for FingerPro ID Software and Palm Livescan for 01/05/2024 to 01/04/2025 (001-200-650)**
- (g) **Approval of renewal with Innovative Computer Solutions, Inc. in the amount of \$602.60 for Sonicwall Support and CGSS for Byram PD Main Office (001-200-681)**
- (h) **Approval of payment in the amount of \$209,400.77 to Shane Ormon Construction Management & Design, the final pay application for Fire Station #2 (001-260-901)**
- (i) **Approval of quote in the amount of \$5,964.00 from Fluid Process & Pumps for a new metal guiderail system for the Public Works Pump Station (400-700-916)**
- (j) **Approval of payment in the amount of \$11,500.00 to Pickering Firm, Inc. for engineering services for the Big Creek Interceptor project (400-700-602)**
- (k) **Approval of a donation of parts and labor to repair two swing sets at Davis Road Park**

- (l) **Approval of payment in the amount of \$6,170.94 to Hemphill Construction for repair of the pump station behind the Public Works building (400-700-577)**
- (m) **Approval of Resolution to enter into a lease-purchase agreement with Government Capital Corporation for the purchase of the septic vacuum truck that was approved at the 5/9/24 meeting (400-700-916)**

7. Discussion and Action

- (a) **Approval of Claims Docket in the amount of \$929,404.75 from 5/1/24 to 5/15/24**
Motion to approve Claims Docket
Moved by Alderman Hosey
Seconded by Alderman Gibson
Motion Passed
Ayes: Johnson, Hosey, Amos, Gibson, Moore, Harris-Allen
Nays: Mack
- (b) **Approval to hire a Public Safety Dispatcher at \$13.25 per hour with full benefits, contingent upon successful completion of the hiring process**
Motion to hire Kyaunna Bogan as a Public Safety Dispatcher at \$13.25 per hour with full benefits, contingent upon successful completion of the hiring process
Moved by Alderman Hosey
Seconded by Alderman Gibson
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
- (c) **Acceptance of the Executive Order for Continued Emergency and Public Storm Drain Repair Under Local Emergency**
Action was taken in Executive Session
- (d) **Approval of quote in the amount of \$239,430.00 from Hemphill Construction for Bullrun Drive emergency pipe repair (131-301-908)**
Action was taken in Executive Session
- (e) **Appointment of Voting Delegate and Alternate and approval of Resolution for 2024 MML Election**
Motion to approve the 2024 MML Resolution and appoint Alderman Amos as Voting Delegate and Alderman Mack as Alternate Voting Delegate
Moved by Alderman Gibson
Seconded by Alderman Mack
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
- (f) **Approval for Aldermen Johnson, Mack, Gibson and Harris-Allen to attend the Congressional Black Caucus Mississippi Policy Conference in Tunica MS, August 8-11, 2024, with registration fees of \$400.00 per person, and \$1,001.74 each estimated travel expenses (001-100-610/611)**

Motion to approve travel

Moved by Alderman Gibson

Seconded by Alderman Johnson

Motion Passed

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

8. **Public Comments** *Byram residents may address the Board at this time, provided they have signed in with their name and address. Discussion will be limited to three (3) minutes per person*
No public comments

9. **Announcements**

- (a) **City Administrative Offices will be closed on Monday, May 27th in observance of Memorial Day**
- (b) **Saturday, June 1st from 10:00 A.M. to 2:00 P.M. – Spring Fling at Davis Road Park – petting zoo, food and fun for all ages**
- (c) **Coffee Talk with Mayor White: Tuesday, June 4th from 9:00 to 10:00 A.M. at Healing Touch Fitness, located at Crossroads of Life Church, 6775 South Siwell Rd**
- (d) **Regular Work Session of the Mayor and Board of Aldermen - Monday, June 10, 6:30 P.M at City Hall**
- (e) **Regular Meeting of the Mayor and Board of Aldermen - Thursday June 13, 7:00 P.M. at City Hall**

10. **Adjourn**

Motion to adjourn at 9:53 P.M.

Moved by Alderman Gibson

Seconded by Alderman Amos

Motion Passed

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

APPROVED: _____
Richard White, Mayor

Date

ATTEST: _____
Angela Richburg, City Clerk

Date

**ORDER APPROVING AND GRANTING A CONDITIONAL USE PERMIT
ALLOWING A SPORTS BAR/POOL HALL ON PROPERTY
LOCATED AT 5547 I-55 SOUTH, BEING PARCEL NO. 4851-200-52,
IN A DISTRICT ZONED C-4, IN THE CITY OF BYRAM,
HINDS COUNTY, MISSISSIPPI**

THERE CAME ON for consideration by Applicant, John Strong, the issue of whether a Conditional Use allowing a sports bar/pool hall on the property described herein, which property is located in a district zoned C-4 in the City of Byram, Mississippi, should be permitted. The Mayor and Board of Aldermen hereby find as follows:

WHEREAS, Applicant now requests the governing authorities of City of Byram, Mississippi, to grant a Conditional Use as permitted by Section 5.600.15 for the property described herein, which property is located in a C-4 Major Thoroughfares Commercial District, under the City of Byram's Official Zoning Ordinance of May 23, 2019, to Applicant, allowing a sports bar/pool hall in a district zoned C-4, on said property located at 5547 I-55 South, being Parcel No. 4851-200-52, in the City of Byram, Hinds County, Mississippi; and

WHEREAS, the Applicant advises the City the real property is owned by Red Star Auto Brokers, Inc. and Applicant is planning a sports bar/pool hall on the subject property; and

WHEREAS, the Development Review Committee ("DRC") upon conclusion of its January 18, 2024, meeting, did make certain findings in its minutes, and did find the request at that time 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; and the Public Works Department advised there is not enough parking for the size of the building per City of Byram Zoning Ordinance Section 3.37.2 3B and therefore recommends the denial of the requested conditional use and the application; and

WHEREAS, the Development Review Committee (“DRC”) did consider the request again at its May 16, 2024, meeting and upon conclusion of said meeting, did make certain findings in its minutes, and did recommend approval subject to the following conditions: 1) the business closing time shall be 11:00 p.m. on weekdays and 12:00 a.m. on weekends; 2) Applicant shall install a backflow preventor and a dedicated water line for fire suppression; 3) Applicant shall have installed a FDC connection, a new fire hydrant and a fire suppression system; 4) Applicant shall install an illuminated and dedicated pedestrian walkway from rear parking area to the front entrance, as well as parking lot lighting; 5) Applicant shall strive to minimize late night noise from being a problem for nearby residents and hotel guests; 6) Applicant shall install the proper and adequate ground cover over the city’s sewer line in the rear of the building.

WHEREAS, the Mayor and Board of Aldermen scheduled a hearing on said Petition 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 recommended the request be denied; 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, the City of Byram, via spreading the same on its minutes of the regular

meetings of the Mayor and Board of Aldermen, continued the matter from January 25, 2024, to April 11, 2024 and continued again to May 23, 2024, with all notice and service of process to be continued to that date certain; and

WHEREAS, at the time, date and place specified in the City's public notice, as continued, at its regular public meetings, 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, which hearing was then continued to the April 11 regular public meeting when the Mayor and Board heard from the Applicant further and then continued once more to the May 23 , regular public meeting when the Mayor and Board heard from the Applicant a third time, and at all three meetings, the Mayor and Board received comments and heard evidence presented by the 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 Order, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Application;

BE IT HEREBY ORDERED by the Mayor and Board of Aldermen of the City of Byram, Mississippi, that the request of Applicant to grant a Conditional Use for on said property located at 5547 I-55 South, being Parcel No. 4851-200-52, in the City of Byram, Hinds County, Mississippi allowing a sports bar/pool hall is hereby granted; such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Byram, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.

2. The written recommendation of the DRC is advisory in nature.
3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the Conditional use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance. See definitions: "Bar: A commercial structure or part of a structure used primarily for the sale or dispensing of alcoholic beverages by the drink for consumption on-site. Such uses may also offer entertainment in the form of musical performance or recordings, dancing or other types of floor shows or games."
5. The subject property described herein, below, is within a zoning district zoned C-3:

See attached published notice. Otherwise, located at 5547 I-55 South and identified as Parcel No. 4851-200-52, City of Byram, Hinds County, Mississippi.
6. The Conditional Use will promote the general welfare of the City of Byram and will not adversely affect the public interest or adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.
7. The establishment of this Conditional Use is not detrimental to the public health, safety, or general welfare, and this Conditional Use is compatible with the existing and intended character of the surrounding zoning district.
8. The Mayor and Board of Aldermen find that all portions of Section 5.600.15 (A) - (F) of the Zoning Ordinance have also been complied with and that all requirements of Section 5.600.15 (A) - (F) of the Zoning Ordinances are satisfied based upon the

presentation of the applicants and all documents presented to the DRC and to the Mayor and Board of Aldermen.

9. The granting of this Conditional use does not relieve the requested use from compliance with any applicable law, court order, covenants, or contracts.
10. The Conditional Use is granted as presented by Applicant subject to the following conditions: 1) the business closing time shall be 11:00 p.m. on weekdays and 12:00 a.m. on weekends; 2) Applicant shall install a backflow preventor and a dedicated water line for fire suppression; 3) Applicant shall have installed a FDC connection, a new fire hydrant and a fire suppression system; 4) Applicant shall install an illuminated and dedicated pedestrian walkway from rear parking area to the front entrance, as well as parking lot lighting; 5) Pursuant to Section 5.600.15.D.5, said “conditional use must not be hazardous, detrimental, or disturbing to present surrounding land uses due to noise, glare, smoke, dust, odor, fumes, water pollution, erosion, vibration, general unsightliness, electrical interference, or other nuisance.”; 6) Applicant shall install the proper and adequate ground cover over the city’s sewer line in the rear of the building. 7) installation of a sprinkler system

ORDERED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi, at a regular meeting thereof held on the 23rd day of May, 2024.

The foregoing Order, having been reduced to writing, Alderman Harris-Allen moved that said Order be adopted. Alderman Gibson seconded. The vote was as follows:

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

Whereupon, the Mayor declared the Motion carried and the Order approved and adopted.

SO ORDERED, this the 23rd day of May, 2024.

CITY OF BYRAM, MISSISSIPPI

BY: _____
RICHARD WHITE, MAYOR

ATTEST:

BY: _____
ANGELA RICHBURG, CITY CLERK

[SEAL]

Annual Fire Situation Report - Summary

Basic Incident Type Code And Description (FD1.21)	Total Fires
111 - Building fire	2
131 - Passenger vehicle fire	1
143 - Grass fire	1
311 - Medical assist, assist EMS crew	25
3111 - Canceled on medical scene (CANNOT be used for fire)	1
321 - EMS call, excluding vehicle accident with injury	52
322 - Motor vehicle accident with injuries	5
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	4
352 - Extrication of victim(s) from vehicle	1
511 - Lock-out	1
531 - Smoke or odor removal	2
5532 - Tree down (or other debris blocking road)	4
5541 - Lifting assistance (no ambulance response)	7
611 - Dispatched and cancelled en route	2
6111 - Dispatched and cancelled while leaving station	2
622 - No incident found on arrival at dispatch address	1
651 - Smoke scare, odor of smoke	3
711 - Municipal alarm system, malicious false alarm	2
733 - Smoke detector activation due to malfunction	2
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	8
746 - Carbon monoxide detector activation, no CO	1
Total: 129	

Report Filters

Basic Incident Date Time: is between '6/1/2024' and '6/30/2024'

Agency Name: is in 'CITY OF BYRAM FD'

Aggregate Function Criteria

Total Fires: Is Greater Than 0

BYRAM PUBLIC WORKS DEPARTMENT MONTHLY REPORT JUNE 2024

INSPECTION	Current Month: Jun - 24			Previous Month: May-24		
	Issued	Value	Fee	Issued	Value	Fee
BUILDING PERMITS	9	\$ 73,309.98	\$ 938.00	2	\$ 6,000.00	\$ 77.00
Residential						
New Construction						
Remodel & Addition				1	\$ 9,500.00	\$ 71.00
ACCESSORY-	2	\$ 70,201.00	\$ 337.00			
Permit Fee						
Commercial						
New Construction						
Commercial Remodel				1	\$ 849,500.00	\$ 6,761.00
Renovation						
commercial fee	1	\$ 5,287.94	\$ 51.00			
ACCESSORY or Misc						
Cell Tower Addition						
Rental Property						
Rental Renewal	8		\$ 9,328.00	6		\$ 11,296.00
Park Pavillon Rental						
Mobile Home						
Demolition						
Fire Suppression						
Variance Request						
Utility Release	26		\$ 676.00	38		\$ 988.00
Roofing	12	\$ 180,931.09	\$ 1,182.00	13	\$ 201,162.83	\$ 1,303.00
Banners & Signs	2		\$ 26.00	6	\$ 25,025.00	\$ 380.00
TOTAL FEES COLLECTED	60	\$ 329,730.01	\$ 12,538.00	67	\$ 1,091,187.83	\$ 20,876.00
PRIVILEGE & CONTRACTORS LICENSE	CURRENT			PREVIOUS		
New Business & Renewals	25		\$ 1,075.40	10		\$ 1,583.73
PLANNING / ZONING						
Site Plans						
Public Hearings						
Conditional Use						
Architectural Review						
Rezoning Request						

SEWER	Current Month			Previous Month	
	Number	Amount		Number	Amount
Billings	3392	\$ 182,569.32		3387	\$ 182,737.99
Late Charges	1223	\$ 12,230.00		1372	\$ 13,720.00
Deposits	9	\$ 900.00		11	\$ 1,100.00
Sewer Refunds					
Adjustment Code		\$ 27,944.44			\$ 4,490.02
Applied Deposits		\$ (200.00)			\$ (400.00)
Payments Received	1925	\$ (162,852.46)		1988	\$ (161,775.35)
Drafts	282	\$ (13,319.79)		276	\$ (13,143.00)
Monthly Outstanding balance		\$ 47,271.51			\$ 26,729.66
St. & SW Work Order	Completed 6/24	Open Work Orders		Completed 5/24	Open Work Orders
Tree limbs pickup	132	29		68	19
Potholes/road repair	8	35		13	28
Sinkholes	9	21			20
dead animals on ROW	1				
Mowing	7	15		1	20
PUBLIC WORKS MISC	4	9			17
Sewer Misc	3	16			14
LT STATION /LEAK/BREAK	5	19		1	18
Ditching/Culvert/Drainage	3	85			87
Street Signs	3	18			18
TOTAL	175	247		83	241

ADJUSTMENT CODE BREAKDOWN

SEWER ADJ	\$ 19,117.65
COLLECTION FEE	\$ 8,974.85
MULTIPLE ADJ	\$ (20.00)
RETURN CHECK	\$ 101.94
RETURN CHECK FEE	\$ 200.00
REVERSE PENALTY	\$ (430.00)
	<u>\$ 27,944.44</u>

07-01-2024 13 AM
PERIOD: 6, /2024 THRU 6/30/2024
ZONE: * - All Zones
REVENUE CODE: All
ADJUSTMENT CODES:

MONTHLY TRANSACTION REPO.

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===== A D J U S T M E N T C O D E T O T A L S =====							
TYPE	COUNT	REVENUE CODE DISTRIBUTION					
200 - SEWER ADJ	58	200-SEWER	19,117.65				
204 - COLLECTION FEE	25	204-CF	8,974.85				
BCA - BILLING CREDIT ADJ	684	200-SEWER	14,437.16	996-UNAPPL	14,489.39	295-PENALT	12.23-
		300-NSFF	40.00-				
MISC - MULTIPLE ADJUSTMENTS	1	295-PENALT	20.00-				
NSF - RETURN CHECK	3	200-SEWER	33.47	295-PENALT	10.00	996-UNAPPL	58.47
NSFF - RETURNED CHECK FEE	5	300-NSFF	200.00				
RPN - REVERSE PENALTY	43	295-PENALT	430.00-				

ADJUSTMENT CODE TOTAL FOR PERIOD 27,944.44

===== DISTRIBUTION =====									
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0122	SHIVERS CONSTRUCTIO	6/04/2024	01519	Payment	25.00-	4.00-			29.00-
0378	ROBBIE'S FIREWORKS	6/21/2024	01523	Payment	250.00-				250.00-
0379	ROBBIE'S FIREWORKS	6/21/2024	01523	Payment	250.00-				250.00-
0662	MALONE ROOFING SERV	6/07/2024	01520	Payment	25.00-	4.25-			29.25-
0765	GALAXY JUMP AND BOU	6/04/2024	01519	Payment	20.00-				20.00-
1062	NO DRIP ROOFING	6/03/2024	01518	Payment	25.00-	4.00-			29.00-
1256	JJB PIZZA LLC DBA P	6/28/2024	01525	Payment	20.00-				20.00-
1388	COUNTRY INN & SUITE	6/21/2024	01523	Payment	90.00-	18.00-			108.00-
1629	FORTUNE'S KITCHEN	6/10/2024	01521	Payment	21.00-	3.57-			24.57-
1767	GUARANTEED ROOFING	6/21/2024	01523	Payment	50.00-	4.25-			54.25-
1876	SANDERS AND SANDERS	6/27/2024	01524	Payment	25.00-	4.25-			29.25-
2009	1ST CHOICE CONSTRUC	6/28/2024	01525	Payment	8.33-				8.33-
2009	1ST CHOICE CONSTRUC	6/28/2024	01525	Payment	25.00-				25.00-
2013	ASTRO LLC	6/04/2024	01519	Payment	10.42-				10.42-
2014	BUILDERS ENTERPRISE	6/04/2024	01519	Payment	8.33-				8.33-
2015	WINDOM'S SMOKEHOUSE	6/10/2024	01521	Payment	6.67-				6.67-
2016	COLOR ME CRAZY LLC	6/14/2024	01522	Payment	6.67-				6.67-
		6/14/2024	01522	Payment	20.00-				20.00-
2017	EPIC CONSTRUCTION &	6/28/2024	01525	Payment	8.33-				8.33-
2017	EPIC CONSTRUCTION &	6/28/2024	01525	Payment	25.00-				25.00-
2018	PHC REMOVAL & RESTO	6/28/2024	01525	Payment	6.67-				6.67-
2018	PHC REMOVAL & RESTO	6/28/2024	01525	Payment	20.00-				20.00-
2019	PEDIATRICS PLUS, PL	6/28/2024	01525	Payment	20.00-				20.00-
2020	RODS ELECTRICAL SER	6/27/2024	01524	Payment	33.33-				33.33-
2021	WEATHER-ROOF LLC	6/28/2024	01525	Payment	33.33-				33.33-

07-01-202 :25 AM

MONTHLY TRANSACTION REPC

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===== FEE CODE TOTALS BY TYPE =====

		===== DISTRIBUTION =====					
FEE CODE	TYPE	COUNT	FEE	PENALTY	TAX	INTEREST	TOTAL
CONTRACTOR	Payment	13	302.07CR	20.75CR	0.00	0.00	322.82CR
HOME OCC	Payment	5	74.34CR	3.57CR	0.00	0.00	77.91CR
NON MFT EM	Payment	5	156.67CR	18.00CR	0.00	0.00	174.67CR
TRAN-REN	Payment	2	500.00CR	0.00	0.00	0.00	500.00CR

GRAND TOTAL FOR PERIOD 1,075.40CR

===== TOTALS BY TRANSACTION TYPE =====

		===== DISTRIBUTION =====				
TYPE	COUNT	FEE	PENALTY	TAX	INTEREST	TOTAL
Payment	25	1,033.08CR	42.32CR	0.00	0.00	1,075.40CR
TOTAL FOR PERIOD	25					1,075.40CR