

CITY OF BYRAM
MINUTES OF THE REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN
Thursday, February 26, 2026, 7:00 PM
City Hall: 5901 Terry Road, Byram, MS

1. Welcome and Call to Order

Mayor Richard White called the meeting to order at 7:01 p.m.

2. Invocation

The Invocation was given by Elder James E. Turner, Sr., Senior Pastor of Marl Grove Church of Christ Holiness USA

3. Pledge of Allegiance

4. Roll Call

Present: Richard White, Mayor
Erma Johnson, Mayor Pro Tem
Robert Amos, Alderman, Ward III
Teresa Mack, Alderman, Ward IV
Roschelle Gibson, Alderman, Ward V
Chris Carson, Alderman, Ward VI
Roshunda Harris-Allen, Alderman At Large
Julia Kraft, City Clerk
Attorney John Scanlon
Absent: Diandra Hosey Sanders, Alderman, Ward II

5. Presented Items

- a. Approval to amend the agenda to include in the Consent Agenda two Police Officer training requests**

Motion to Approve amending the agenda

Moved by Roschelle Gibson

Seconded by: Chris Carson

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

- b. Public Hearing for the purpose of determining whether or not a conditional use shall be granted for a Mobile Food Vendor in a C-3 Zoning District at 100 Handley Blvd, Byram, MS**

Public Hearing will be re-published for March 26th

6. Approval of Consent Agenda Items

Motion to Approve Consent Agenda

Moved by Roschelle Gibson

Seconded by: Roshunda Harris-Allen

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

- a. **Approval of Minutes of the Regular Work Session of the Mayor and Board of Aldermen held February 9, 2026**
- b. **Approval of Minutes of the Regular Meeting of the Mayor and Board of Aldermen held February 12, 2026**
- c. **Approval of payment in the amount of \$150.00 to the Mississippi Municipal Clerks and Collectors Association for Clerk Certification fees for City Clerk Julia Kraft (001-140-611)**
- d. **Approval of payment in the amount of \$85,766.00 to JAAF, LLC (J. Allen Ford) for purchase of two PD Ford Explorers that were approved in the FY2026 budget (001-200-915)**
- e. **Approval for Officer Robert J. Washington, Jr. to attend a class on Mental Health First Aid for Public Safety in Pearl, MS on 3/2/26 at no cost to the City**
- f. **Approval for Officer Keith Jordan and Zeus to attend the 2026 USPCA Region 26 Seminar for yearly K-9 certification and training in Madison, MS on 3/9/26 to 3/13/26 with \$110.00 registration fee and no estimated travel expenses**
- g. **Approval of payment in the amount of \$94,647.00 to Hemphill Construction for Contractor Estimate #5 for the ERBR-25(2) Old Byram Road Bridge Replacement Project (304-301-910)**

7. Discussion and Action

- a. **Approval of Claims Docket in the amount of \$413,360.79 from 2/4/26 through 2/18/26**

Motion to Approve Claims Docket

Moved by Roschelle Gibson

Seconded by: Roshunda Harris-Allen

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

- b. **Approval to hire an Assistant Chief of Police at a salary of \$70,000.00 with full benefits, contingent upon successful completion of the hiring process**

Discussion moved to Executive Session

- c. **Approval of a Professional Services Agreement with Pickering Firm, Inc. for the Big Creek Interceptor Project from I-55 to the existing wastewater lagoons near Lake Christine**

Motion to Approve Professional Service Agreement with Pickering Firm, Inc.

Moved by Roschelle Gibson

Seconded by: Teresa Mack

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

- d. **Discussion of how and where to spend the \$25,000.00 received from the Hinds County Board of Supervisors and accepted by the Board of Aldermen on December 11, 2025**

Motion was made by Alderman Gibson to allocate the \$25,000.00 received from the Hinds County Board of Supervisors to Davis Road Park.

Aldermen Gibson then rescinded her motion.

Motion to split the \$25,000 equally between Davis Road Park and the Soccer Complex

Moved by Roshunda Harris-Allen

Seconded by: Teresa Mack

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

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

Ivy Evans asked that her real estate business be allowed to participate in Food Truck Friday by setting up a table and handing out flyers and home buying information

Motion to Approve

Moved by Chris Carson

Seconded by: Roschelle Gibson

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

9. Announcements

- a. **Announcements:**

Friday, March 6th - Food Truck Friday at Davis Road Park

Monday, March 9th - Work Session of the Mayor and Board of Aldermen, 6:30 p.m. at City Hall

**Thursday, March 12th - Regular Meeting of the Mayor and Board of Aldermen,
7:00 p.m. at City Hall**

Tuesday, March 17th - Blood Drive sponsored by the Mayoral Health Council

**Thursday, March 26th - Regular Meeting of the Mayor and Board of Aldermen,
7:00 p.m. at City Hall**

- e. **Closed Session to determine if Executive Session is necessary to discuss a matter of litigation**

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

Moved by Roschelle Gibson

Seconded by: Roshunda Harris-Allen

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

Motion to go into Executive Session to discuss matters of litigation and the hiring of City personnel

Moved by Roschelle Gibson

Seconded by: Roshunda Harris-Allen

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

Motion to Approve a Resolution Authorizing the Condemnation of Certain Lands for the Construction of the Siwell Road and Terry Road Intersection Expansion Project

Moved by Roshunda Harris-Allen

Seconded by: Chris Carson

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

Motion to Hire Derrick Jordan as Assistant Chief of Police at a salary of \$70,000.00 with full benefits, contingent upon successful completion of the hiring process

Moved by Chris Carson

Seconded by Robert Amos

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

Motion to leave Executive Session and re-enter Open Session

Moved by Roshunda Harris-Allen

Seconded by Roschelle Gibson

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

10. Adjourn

Motion to adjourn at 8:06 p.m.

Moved by Roshunda Harris-Allen

Seconded by: Roschelle Gibson

Ayes: Erma Johnson, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Motion: Passed

APPROVED: 
Richard White, Mayor

DATE: 3/12/26

APPROVED: 
Julia Kraft, City Clerk

DATE: 3/12/26



CITY OF BYRAM

Claims Docket

02/04/2026 - 02/18/2026

FEBRUARY 27, 2026

Paid Claims:

PACKET # 9491	\$150,313.69	02/13/2026 AGENDA RUN (AP AUTOMATION)	Page 1 attached
PACKET # 9492	\$220,547.15	02/13/2026 AGENDA RUN (IN HOUSE)	Page 2 attached

Unpaid Claims:

PACKET # 9490	\$24,808.77	02/27/2026 2ND A/P (AP AUTOMATION)	Pages 3 - 6 attached
PACKET # 9498	\$17,066.18	02/27/2026 2ND A/P (AP AUTOMATION SEWER)	Page 7 attached
PACKET # 9502	\$625.00	02/27/2026 2ND A/P (IN HOUSE)	Page 8 attached

Total Claims: \$413,360.79



City of Byram, MS

Docket of Claims Register

APPKT009491 - AGENDA RUN 02/13/2026 (AP AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
03265	2B DIRT AND CONTRACTING LLC	02032026	PAY APPLICATION NO 6 CDBG DRAINAGE	Invoice	02/03/2026	PAY APPLICATION NO 6 CDBG DRAINAGE	001-301-906	133,769.50
01992	C SPIRE BUSINESS SOLUTIONS	0000684790-91	PHONES - ALL DEPARTMENTS	Invoice	01/26/2026	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	5,379.27 123.79 166.97 1,154.01 1,877.27 1,222.35 166.98 333.95 333.95
02419	MCMASTER & ASSOCIATES, INC.	3333-INV. 2 3334-INV. 2	PROFESSIONAL SERVICES THROUGH 01/01/2025 - 11/30/2025	Invoice	02/05/2026	PROFESSIONAL SERVICES THROUGH 01/01/2025 - 11/30/2025	001-301-602 001-301-602	10,940.00 7,840.00 3,100.00
00901	ROBERT J YOUNG COMPANY INC	INV7798031	PD RECORDS 11/01/2025 - 11/30/2025	Invoice	11/19/2025	PD RECORDS 11/01/2025 - 11/30/2025	001-200-650	224.92
Total Claims: 4							Total Payment Amount:	150,313.69



City of Byram, MS

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Docket of Claims Register

APPKT009492 - AGENDA RUN 02/13/2026 (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
02932	CITY OF BYRAM CADENCE GENEF	DKT0041815						172,946.76
	02062026-1	OCTOBER - JANUARY 2026 PAYROLL &	Invoice	02/06/2026	OCTOBER - JANUARY 2026 PAYROLL &	400-000-005		91,105.16
	02062026-2	REIMBURSEMENT OF SRF PAYMENTS &	Invoice	02/06/2026	REIMBURSEMENT OF SRF PAYMENTS &	400-000-148		81,841.60
02337	EXTENSION CENTER FOR GOVERI	DKT0041816						225.00
	02032026	REG- CYNTHIA ELABOR, SPRING CONF	Invoice	02/10/2026	REG- CYNTHIA ELABOR, SPRING CONF	001-140-611		225.00
00913	FIRST NATIONAL BANK OF OMAH	DKT0041817						17.74
	INV340145153	ZOOM MEETINGS 02/02/2026 - 03/01,	Invoice	02/02/2026	ZOOM MEETINGS 02/02/2026 - 03/01,	001-110-681		8.00
						001-195-681		7.99
						001-195-681		1.75
03327	HARVEY, LAKEISHA	DKT0041818						100.00
	INV0088534	HARVEY, LAKEISHA	Invoice	02/09/2026	HARVEY, LAKEISHA	400-000-156		100.00
00860	HEMPHILL CONSTRUCTION CO	DKT0041819						17,247.50
	02042026	PAY APP # 9 BIG CREEK SANITARY SEW	Invoice	02/04/2026	PAY APP # 9 BIG CREEK SANITARY SEW	302-700-907		17,247.50
03328	KINSLEY, NORMA	DKT0041820						34.83
	INV0088535	KINSLEY, NORMA	Invoice	02/09/2026	KINSLEY, NORMA	400-000-156		34.83
00007	MILLS, SCANLON, DYE & PITTM	DKT0041821						14,260.00
	JAN2026-S	SEWER SERVICES	Invoice	02/04/2026	SEWER SERVICES	400-700-603		85.00
						400-700-603		14,175.00
00007	MILLS, SCANLON, DYE & PITTM	DKT0041822						15,646.68
	JAN2026	GENERAL SERVICES	Invoice	02/04/2026	GENERAL SERVICES	001-100-603		730.00
						001-110-671		6,144.75
						001-120-603		225.00
						001-195-603		2,867.25
						001-200-603		77.00
						001-260-603		620.00
						001-301-603		4,982.68
03326	PROPERTIES, VISTA LAGO	DKT0041823						68.64
	INV0088533	PROPERTIES, VISTA LAGO	Invoice	02/09/2026	PROPERTIES, VISTA LAGO	400-000-156		68.64
Total Claims: 9							Total Payment Amount:	220,547.15



City of Byram, MS

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Docket of Claims Register

APPKT009490 - 2ND A/P 02/27/2026 (AP 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.	4619	SC-1, TYPE 8, 02/03/2026	Invoice	02/03/2026	SC-1, TYPE 8, 02/03/2026	001-301-572	156.78
		4628	SC-1, TYPE 8, 02/09/2026	Invoice	02/09/2026	SC-1, TYPE 8, 02/09/2026	001-301-572	127.92
02047	AMAZON CAPITAL SERVICES	16W4-6PNT-77N9	WET FLOOR SIGN, OFFICE SUPPLIES FC	Invoice	02/10/2026	WET FLOOR SIGN, OFFICE SUPPLIES FC	001-110-500	62.88
		1K3T-TYDK-RTXR	SILICONE, TACTICAL PANTS, ANTENNA	Invoice	02/09/2026	PO8580 FD RADIO SHORT ANTENNA	001-195-500	6.29
						PO8580 FD LATICRETE SILICONE SEAL	001-195-510	12.99
						SILICONE, TACTICAL PANTS, ANTENNA	001-260-559	106.00
							001-260-560	85.89
							001-260-535	252.31
02960	BRADY INDUSTRIES OF MISSISSIF	11244611	COPY PAPER (7)	Invoice	02/05/2026	COPY PAPER (7)	001-110-500	47.35
		11252144	BLEACH, DISINFECTANT, TRASH LINERS	Invoice	02/06/2026	BLEACH, DISINFECTANT, TRASH LINERS	001-195-500	236.73
							001-301-500	47.35
02691	C SPIRE WIRELESS	02072026	ACCT# 0054631220, CELL PHONES, 01,	Invoice	02/07/2026	ACCT# 0054631220, CELL PHONES, 01,	001-195-510	127.62
							001-120-606	2,326.54
							001-140-606	34.48
							001-200-606	83.81
							001-260-606	1,729.80
							001-280-606	147.99
							001-301-606	98.66
							001-301-606	133.14
							001-550-606	49.33
							400-700-606	49.33
01197	CINTAS CORPORATION #210	4259031370	UNIFORM RENTALS	Invoice	02/09/2026	UNIFORM RENTALS	001-110-500	26.78
							001-301-535	21.46
							001-550-535	5.32
00052	COMCAST	FD02092026	ACCT # 8396 041 0114198 (02/13/202	Invoice	02/09/2026	ACCT # 8396 041 00114198 (02/13/20	001-260-605	326.85
0005	ENTERGY	335005806743	ACCT# 100229020 (PUBLIC WORKS) 01	Invoice	02/11/2026	ACCT# 100229020 (PUBLIC WORKS) 01	001-260-605	326.85
							001-301-630	1,165.94
							400-700-630	582.97
0005	ENTERGY	280006788735	ACCT # 94799053 (POLICE) 01/09/202	Invoice	02/11/2026	ACCT # 94799053 (POLICE) 01/09/202	001-301-630	582.97
							001-200-630	993.86
								993.86

Docket of Claims Register

APPKT009490 - 2ND A/P 02/27/2026 (AP AUTOMATION)

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
0005	ENTERGY 70009122180	DKT0041836 ACCT # 112464243 (FIRE) 01/11/2026	Invoice	02/12/2026	ACCT # 112464243 (FIRE) 01/11/2026	001-260-630	2,138.97 2,138.97
0005	ENTERGY 370004458081	DKT0041837 ACCT # 103157525 (CITY HALL) 01/11/	Invoice	02/12/2026	ACCT # 103157525 (CITY HALL) 01/11/	001-195-630	1,236.67 1,236.67
0005	ENTERGY 360004484174	DKT0041838 ACCT# 162483564 (POLICE-2) 01/09/2	Invoice	02/11/2026	ACCT# 162483564 (POLICE-2) 01/09/2	001-200-630	146.62 146.62
0005	ENTERGY 10020875831	DKT0041839 COLLECTIVE BILL (TRAFFIC SIGNALS) #	Invoice	02/16/2026	COLLECTIVE BILL (TRAFFIC SIGNALS) #	001-301-631	1,273.39 1,273.39
00941	ENVIRONMENT MASTERS 422012572	DKT0041840 PLANNED MAINTENANCE - STATION #	Invoice	12/19/2025	PLANNED MAINTENANCE - STATION #	001-260-575	276.25 276.25
00058	FLEETCOR TECHNOLOGIES OPER, NP69988818	DKT0041841 VEHICLE FUEL FOR 02/02/2026 - 02/08	Invoice	02/09/2026	VEHICLE FUEL FOR 02/02/2026 - 02/08	001-190-525 001-200-525 001-260-525 001-280-525 001-301-525 001-550-525 400-700-525	2,923.22 42.99 2,026.34 281.08 50.11 377.51 73.82 71.37
00495	GRAINGER 9797416675	DKT0041842 DRY LUBRICANT	Invoice	02/05/2026	DRY LUBRICANT	001-301-505	219.60 219.60
00066	INNOVATIVE COMPUTER SOLUTI 125206	DKT0041843 MONTHLY SERVICE CONTRACT	Invoice	02/01/2026	MONTHLY SERVICE CONTRACT	001-110-650 001-140-650 001-190-650 001-195-650 001-200-650 001-260-650 001-280-650 001-301-650	6,799.00 150.00 502.50 120.00 502.50 1,005.00 720.00 120.00 240.00
	125322	ICS CLOUD SERVER / OFFICE 365 BACK	Invoice	02/04/2026	ICS CLOUD SERVER / OFFICE 365 BACK	001-100-650 001-110-650 001-120-650 001-140-650 001-190-650 001-195-650 001-200-650 001-260-650 001-280-650 001-301-650 001-550-650 400-700-650	469.50 295.00 66.50 329.00 54.00 47.50 1,130.00 546.50 123.00 162.00 108.00 108.00

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Docket of Claims Register

APPKT009490 - 2ND A/P 02/27/2026 (AP AUTOMATION)

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
02855	JXN WATER INC PD02092026	DKT0041844 ACCT # 3179300000 (01/12/2026 - 02,	Invoice	02/09/2026	ACCT # 3179300000 (01/12/2026 - 02,	001-200-630	65.06 65.06
02855	JXN WATER INC FD02102026	DKT0041845 ACCT # 1836400000 (01/13/2026 - 02,	Invoice	02/10/2026	ACCT # 1836400000 (01/13/2026 - 02,	001-260-630	12.30 12.30
02855	JXN WATER INC DRP02102026	DKT0041846 ACCT # 1740745981 (01/13/2026 - 02,	Invoice	02/10/2026	ACCT # 1740745981 (01/13/2026 - 02,	001-550-630	32.90 32.90
02855	JXN WATER INC PW02092026	DKT0041847 ACCT # 9956300000 (01/12/2026 - 02	Invoice	02/09/2026	ACCT # 9956300000 (01/12/2026 - 02	001-301-630 400-700-630	308.01 154.00 154.01
00170	LAWRENCE PRINTING CO, INC 24564	DKT0041848 UNIFORM TRAFFIC TICKETS	Invoice	02/11/2026	UNIFORM TRAFFIC TICKETS	001-110-620	607.13 607.13
00096	O'REILLY AUTOMOTIVE STORES, 1676-326349	DKT0041849 O'REILLY DEF (3)	Invoice	02/05/2026	O'REILLY DEF (3)	001-301-570	195.17 34.35
	1676-327758	MOTOR OIL, FUNNEL	Invoice	02/12/2026	MOTOR OIL, FUNNEL	001-280-570	24.46
	1676-327808	BATTERY	Invoice	02/12/2026	BATTERY	001-140-570	128.87
	1676-327914	MOTOR OIL	Invoice	02/13/2026	MOTOR OIL	001-280-570	7.49
00345	PRECISION PEST MANAGEMENT 44254	DKT0041850 PW PEST CONTROL	Invoice	02/09/2026	PW PEST CONTROL	001-301-560 400-700-560	505.00 30.00 30.00
	44255	PD PEST CONTROL	Invoice	02/09/2026	PD PEST CONTROL	001-200-560	75.00
	44256	DAVIS ROAD PARK PEST CONTROL	Invoice	02/09/2026	DAVIS ROAD PARK PEST CONTROL	001-550-560	60.00
	44257	FD-2 PEST CONTROL	Invoice	02/09/2026	FD-2 PEST CONTROL	001-260-560	100.00
	44258	FD PEST CONTROL	Invoice	02/09/2026	FD PEST CONTROL	001-260-560	135.00
	44259	CH PEST CONTROL	Invoice	02/09/2026	CH PEST CONTROL	001-195-560	75.00
02914	QUAD INTERMED COMPANY, LLC 14884	DKT0041851 PRE & POST DRUG SCREENINGS, 2026	Invoice	02/10/2026	PRE & POST DRUG SCREENINGS, 2026	001-140-699 001-200-699 001-200-699 001-200-699 001-260-699	562.00 275.00 47.00 20.00 -27.00 47.00
	AR021601	PHYSICALS - K. JEFFERSON & T. PHILLI	Invoice	02/05/2026	PHYSICALS - K. JEFFERSON & T. PHILLI	001-260-699 001-260-699	100.00 100.00
00089	REVELL HARDWARE 203377/4	DKT0041852 BRUSH FLAT (2)	Invoice	02/05/2026	BRUSH FLAT (2)	001-301-505	95.68 11.95
	203447/4	SAW BLADE	Invoice	02/10/2026	SAW BLADE	001-301-505	20.23
	203461/4	PVC PIPES, WET DRY CEMENT	Invoice	02/10/2026	PVC PIPES, WET DRY CEMENT	001-301-505	47.14
	203472/4	CABLE TIES, PLIERS	Invoice	02/11/2026	CABLE TIES, PLIERS	001-280-505	16.36

Docket of Claims Register

APPKT009490 - 2ND A/P 02/27/2026 (AP AUTOMATION)

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00901	ROBERT J YOUNG COMPANY INC INV7916606	DKT0041853 PW COPIER RENTAL (01/15/2026 - 02/	Invoice	02/13/2026	PW COPIER RENTAL (01/15/2026 - 02/	001-190-650 001-280-650 001-301-650 400-700-650	258.00 43.86 43.86 85.14 85.14
03108	SOUND BILLING, LLC 18172	DKT0041854 OIL CHANGE, AIR FILTER	Invoice	02/17/2026	OIL CHANGE, AIR FILTER	001-301-570	118.21 118.21
02366	SUDDEN SERVICE, INC 03481228	DKT0041855 FD SCHEDULED MAINTENANCE GENE	Invoice	02/10/2026	FD SCHEDULED MAINTENANCE GENE	001-260-650	252.00 252.00
00340	THORNTON, MELVIN G 88457 88475 89154 89155 89191 89196 89206 89416 89422 89466	DKT0041856 2 TIRE REPAIRS MOUNT - BALANCE 4 TIRES OIL CHANGE, ROTATE TIRES OIL CHANGE OIL CHANGE OIL CHANGE & LUBE OIL CHANGE & LUBE OIL CHANGE & LUBE OIL CHANGE & LUBE OIL CHANGE & LUBE OIL CHANGE & LUBE OIL CHANGE & LUBE OIL CHANGE	Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	08/26/2025 08/28/2025 12/17/2025 12/17/2025 12/22/2025 12/23/2025 12/29/2025 01/27/2026 01/28/2026 02/12/2026	2 TIRE REPAIRS MOUNT - BALANCE 4 TIRES OIL CHANGE, ROTATE TIRES OIL CHANGE OIL CHANGE OIL CHANGE & LUBE OIL CHANGE & LUBE OIL CHANGE & LUBE OIL CHANGE & LUBE OIL CHANGE & LUBE OIL CHANGE & LUBE OIL CHANGE	001-550-575 001-301-575 001-200-570 001-200-570 001-200-570 001-200-570 001-200-570 001-200-570 001-200-570 001-200-570 001-260-570	50.00 100.00 64.94 44.94 44.94 76.94 49.93 69.94 94.94 76.94
Total Claims: 29						Total Payment Amount:	24,808.77



City of Byram, MS

Docket of Claims Register

APPKT009498 - 2ND A/P 02/27/2026 (AP AUTOMATION SEWER)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00048	CENTERPOINT ENERGY	PW02162026	ACCT # 11732033-3 (GENERATOR) 01/	Invoice	02/16/2026	ACCT # 11732033-3 (GENERATOR) 01/	400-700-630	26.00 26.00
02414	DIVERSIFIED COMPANIES, LLC	2026-7503	PRINT PROCESS MAIL FOR JANUARY 20	Invoice	01/26/2026	PRINT PROCESS MAIL FOR JANUARY 20	400-700-681	344.40 344.40
00516	DULANEY ELECTRIC & ASSOCIATI	10494	LABOR - ROBINSON ESTATES PUMP ST/	Invoice	01/30/2026	LABOR - ROBINSON ESTATES PUMP ST/	400-700-577	821.44 596.44
		10495	LABOR @ WILLOW BAY & CROSSBRIDG	Invoice	02/02/2026	LABOR @ WILLOW BAY & CROSSBRIDG	400-700-577	225.00
0005	ENTERGY	10020875832	COLLECTIVE BILL (SEWER) # 10201798	Invoice	02/16/2026	COLLECTIVE BILL (SEWER) # 10201798	400-700-632	8,333.42 8,333.42
01616	FLUID PROCESS & PUMPS, LLC	0031328	GRINDER PUMP	Invoice	02/04/2026	GRINDER PUMP	400-700-556	6,660.00 3,085.00
		0031352	PUMP & PANEL @ HORSESHOE CIRCLE	Invoice	02/11/2026	PUMP & PANEL @ HORSESHOE CIRCLE	400-700-556	3,575.00
00066	INNOVATIVE COMPUTER SOLUTI	125206-S	SEWER - MONTHLY SERVICE CONTRAC	Invoice	02/01/2026	SEWER - MONTHLY SERVICE CONTRAC	400-700-605	240.00 240.00
02531	PICKERING FIRM, INC	0098653	PROFESSIONAL SVCS FROM 01/04/202	Invoice	02/09/2026	PROFESSIONAL SVCS FROM 01/04/202	400-700-602	575.00 575.00
00089	REVELL HARDWARE	203476/4	COUPLINGS	Invoice	02/11/2026	COUPLINGS	400-700-505	40.92 8.12
		203514/4	PVC PIPE	Invoice	02/13/2026	PVC PIPE	400-700-505	32.80
00340	THORNTON, MELVIN G	88592	MOUNT & BALANCE 1 TIRE	Invoice	09/17/2025	MOUNT & BALANCE 1 TIRE	400-700-570	25.00 25.00
Total Claims: 9							Total Payment Amount:	17,066.18



City of Byram, MS

Docket of Claims Register

APPKT009502 - 2ND A/P 02/27/2026 (IN HOUSE)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
									Distribution Amount
03301	BEASLEY, PATRICK E.	02182026	DKT0041857	FOR COURT ON WEDNESDAY, FEBRUAR	Invoice	02/18/2026	FOR COURT ON WEDNESDAY, FEBRUAR	001-110-672	350.00
									350.00
03325	MS FORESTRY COMMISSION	26-01CBMT	DKT0041858	TRAINING - HARRY HORTON	Invoice	02/11/2026	TRAINING - HARRY HORTON	001-260-611	275.00
									275.00
Total Claims: 2								Total Payment Amount:	625.00

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: BIG CREEK INTERCEPTOR

This Agreement is by and between:

CITY OF BYRAM
5901 Terry Road
Byram, Mississippi 39272-0222

hereinafter referred to as the “**CLIENT**”, and

PICKERING FIRM, INC.
2001 Airport Road, Suite 201
Flowood, MS 39232

Hereinafter referred to as the “**ENGINEER**” who agree as follows:

CLIENT hereby engages the ENGINEER to perform the services described in Part I (ENGINEER’S Responsibilities) of this agreement and the ENGINEER agrees to perform the Services for the compensation set forth in Part III (CLIENT and ENGINEER hereinafter are collectively referred to as the “Parties”). The Parties agree that the services described in Part I will be performed under the General Provisions set forth in Part IV. The Parties agree that time is of the essence of this agreement, and each agrees to perform its respective obligations in a timely manner in order that the Scope of Work undertaken will be completed in a timely fashion. The ENGINEER shall be authorized to commence the services after execution of this agreement and upon direction by the CLIENT. CLIENT and ENGINEER agree that this signature page, together with Parts I-IV and attachments referred to therein, constitute the entire agreement between the Parties relating to the Project (“Agreement”).

APPROVED FOR:
PICKERING FIRM, INC.

By: _____

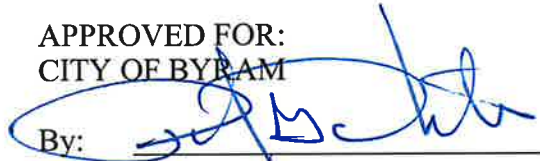
Printed Name: Dan Townsend

Title: Principal

Date: _____

Attest: _____

APPROVED FOR:
CITY OF BYRAM

By: 

Printed Name: Richard White

Title: Mayor

Date: 2/26/26

Attest: 



PART I
ENGINEER'S RESPONSIBILITIES

The ENGINEER shall perform or furnish the services described in Attachment A (Scope of Services) to this Agreement.

PART II
CLIENT'S RESPONSIBILITIES

CLIENT, at its expense, shall do the following in a timely manner so as not to delay the Services.

A. INFORMATION/REPORTS

Furnish the ENGINEER with all applicable reports, studies, site characterizations, drawings, regulatory orders and similar information in its possession relating to the Project. Unless otherwise specified, the ENGINEER may rely upon CLIENT-furnished information without independent verification in performing the Services.

B. REPRESENTATIVE

Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define CLIENT's policies and make decisions with respect to the Services.

C. DECISIONS

Provide all criteria and full information as to CLIENT requirements for the Project, obtain necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow the ENGINEER to perform the Services.

PART III
COMPENSATION, BILLING, AND PAYMENT

CLIENT shall pay the ENGINEER in accordance with Attachment B (Compensation).

**PART IV
GENERAL PROVISIONS**

Attached to and made a part of the AGREEMENT between

City of Byram
(CLIENT)

and

Pickering Firm, Inc.
(ENGINEER)

in respect of the project (PROJECT) described therein.

SECTION 1. CLIENT'S RESPONSIBILITIES

1.1 CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the PROJECT, shall examine and respond promptly to ENGINEER'S submissions, and shall give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the PROJECT. The person designated by the CLIENT shall be

1.2 CLIENT shall also provide to the ENGINEER all criteria and full information as to his requirements for the PROJECT, and shall when possible:

- Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as necessary to accomplish the work.
- Provide such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the PROJECT.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT.
- Provide the ENGINEER with escorts and means of access to all areas; this being necessary for the orderly progress of the work, the ENGINEER shall be entitled to rely upon the efficiency and completeness thereof.
- Compensate the ENGINEER for services rendered under this AGREEMENT, and pay all cost incident to CLIENT furnished items.

SECTION 2. REIMBURSABLE EXPENSES

2.1 Reimbursable expenses include actual expenditures made by the ENGINEER, his employees, or his subconsultants in the interest of the PROJECT. Reimbursable expenses include but are not limited to the following:

Expenses of transportation and living when traveling in connection with the PROJECT, long distance calls, overnight mail, telecopies, and fees paid for testing and/or for securing approval of authorities having jurisdiction over the PROJECT. Expense of printing, reproduction, postage, and handling of drawings, specifications, and reports including duplicate sets at the completion of each phase for the CLIENT's review and approval.

Expense of subconsultants and specialists when authorized by the CLIENT.

SECTION 3. PAYMENTS TO THE
ENGINEER

3.1 Progress payments shall be made in proportion to services rendered and as indicated within this AGREEMENT and shall be due and owing upon receipt of the ENGINEER'S submittal of his invoice together with the work required by contract provided that the time of payment or for other proof of completion of the work acceptable to the CLIENT. In the event that the completed invoice, having satisfied all requirements for submission and payment, or portion thereof that payment is late; payment when received will be applied first to this fee and then to the original invoiced amount. Initial payment or retainage will be credited to the ENGINEER'S last invoice for services.

3.2 The CLIENT shall contact the ENGINEER'S Project Manager within ten (10) working days of receipt of the invoice to clarify any disputed issues concerning the invoice. Payment of non-disputed items shall not be withheld.

3.3 If the CLIENT fails to make payments due the ENGINEER, the ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this AGREEMENT, and retain all work products deliverable to the CLIENT until payment is made. The project completion date is automatically extended by the number of days services are suspended.

3.4 Invoices which remain unpaid sixty (60) days from the date of the invoice may result in the cessation of all work on the PROJECT. If payment has not been received after ninety (90) days from the date of the invoice, a stop work order will be issued. The CLIENT will be liable for all reasonable collection costs and attorneys' fees. The CLIENT will be given a written notice seven (7) days before work is stopped.

3.5 No deductions shall be made from the ENGINEER'S compensation because of penalties, liquidated damages, or other sums withheld from payments to Contractors.

3.6 If the PROJECT is delayed or if the ENGINEER'S services for the PROJECT are delayed or suspended for more than three months for reasons beyond the ENGINEER'S control, the ENGINEER may, after giving seven days written notice to the CLIENT, terminate this AGREEMENT, and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained in this AGREEMENT.

3.7 RESERVED

SECTION 4. OWNERSHIP OF DOCUMENTS

4.1 All documents, drawings, specifications and other work product of the engineer for this project shall be exclusively the property of the CLIENT.

SECTION 5. DELEGATION OF DUTIES

5.1 Neither the CLIENT nor the ENGINEER shall delegate his duties under this AGREEMENT without the written consent of the other.

SECTION 6. TERMINATION

6.1 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 services performed to the termination notice date including reimbursable expenses.

SECTION 7. EXTENT OF AGREEMENT

7.1 This AGREEMENT represents the entire and integrated AGREEMENT between the CLIENT 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 the CLIENT and the ENGINEER.

SECTION 8. GOVERNING LAW

8.1 This Agreement shall be governed by the laws of the State of Mississippi.

SECTION 9. GENERAL

9.1 All claims, disputes, controversies or matters in question arising out of, or relating to this AGREEMENT or any breach thereof including, but not limited to, disputes arising out of alleged design defects, breaches of contract, error omissions, or acts of professional negligence (collectively "disputes") may be submitted to non-binding mediation before and as a condition precedent to any other remedy. Upon written request by either party to this AGREEMENT for mediation of any dispute, CLIENT and ENGINEER may select by mutual agreement a neutral mediator. Such selection may be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ENGINEER within ten (10) calendar days, a mediator may be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

Notwithstanding any other provisions of this Article, in no event shall a request for mediation be made more than two (2) years from the date the party making request knew or should have known of the dispute or six (6) years from the date of the substantial completion of ENGINEER's participation in the PROJECT whichever date shall occur earlier.

All mediation shall take place in Rankin County, Mississippi. The fees of the mediator or arbitrator(s) shall be apportioned equally between the parties.

9.2 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 the other's employees and agents.

9.3 In the event any provisions of this 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.

9.4 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.

9.5 The ENGINEER intends to render his services under this AGREEMENT in accordance with generally accepted professional practices for the intended use of the PROJECT.

9.6 Any opinion of construction cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since

the ENGINEER has no control over the cost of labor and material, or over 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 CLIENT.

9.7 The point of contact for the ENGINEER will be Mr. Dan M. Townsend, P.E.

9.8 HAZARDOUS MATERIALS. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the ENGINEER or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the ENGINEER's services, the ENGINEER may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

SECTION 10. INDEMNITY

10.1 RESERVED.

SECTION 11. INSURANCE

11.1 ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability and comprehensive general liability insurance coverage. No work shall be undertaken unless proof of insurance is first delivered to CLIENT for CLIENT's approval.

ATTACHMENT A
SCOPE OF SERVICES

The ENGINEER agrees to perform professional services in connection with the Project, including normal civil, structural, mechanical and electrical services and normal architectural services related thereto, as set forth below and contained within this Agreement. The Scope of Services shall include Planning and Design Phase services and Bidding, Contracting, and Construction Phase services, as described in this attachment and in accordance with the Mississippi Department of Environmental Quality State Revolving Loan Fund program requirements.

The project primarily includes additional phases of the Big Creek Interceptor project from Interstate 55 to the existing wastewater lagoons near Lake Christine.

I. PLANNING PHASE SERVICES

Pickering will provide planning services necessary to develop a Wastewater Facilities Plan in accordance with Mississippi Department of Environmental Quality regulations for the CLIENT. The scope of work generally includes the following tasks:

1. Develop a description of the City's existing wastewater system from existing available drawings and other information provided by the City,
2. Assist the City in developing a phased approach for completing the Big Creek Interceptor project.
3. Develop conceptual sizing, design criteria, and cost estimates for proposed improvements.
4. Evaluate alternatives to the project.
5. Evaluate the environmental impacts of selected project(s) and develop correspondence to Inter-Governmental Review (IGR) agencies.
6. Develop a financial capability analysis to determine the financial feasibility of the project(s).
7. Prepare a written Facilities Plan report summarizing the information developed in the previous tasks.
8. Assist the City in holding a public hearing to discuss the Facilities Plan.

9. Assist the City in addressing comments from the funding agency (WPCRLF).

II. ENGINEERING SERVICES

1. ENGINEERING DESIGN

Design phase services will include the tasks necessary to provide a complete design of the project from Interstate 55 to the existing wastewater lagoons near Lake Christine. Upon receipt of the CLIENT'S notice to proceed the ENGINEER shall:

1. Provide technical criteria, written descriptions, and design data for CLIENT'S use in filing applications for environmental and other permits from or approvals of governmental authorities having jurisdiction to review or approve the Project; assist CLIENT in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
2. Finalize all drawings in sufficient detail and consistent with industry standards for use as construction plans.
3. Advise the CLIENT of any adjustment to previous ENGINEER'S Opinion of the Construction Cost when changes in requirements, general market conditions or other conditions so warrant.

III. BIDDING, CONTRACTING, AND CONSTRUCTION PHASE SERVICES

1. BIDDING AND CONTRACTING

The project is anticipated to be constructed in multiple phases. For each construction phase, upon receipt of the CLIENT'S written authorization to proceed with the Bidding and Contracting Phase, the ENGINEER shall:

1. Prepare the required Contract Documents for construction including notice to bidders, proposal forms, contract forms, general conditions, technical specifications and other documents as required to complete the Engineering Design Phase.
2. At the CLIENT'S request, assist the CLIENT'S legal counsel in connection with his review of the Construction Contract Documents for their legally related aspects
3. Prepare and issue Contract Documents to prospective bidders, and keep a record of their issuance.

4. Prepare and issue Addenda (where required and after approval by the CLIENT) to each known procurer of the Contract Documents.
5. Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
6. Conduct a pre-bid conference if requested by CLIENT.
7. Attend the opening and reading of bids. Verify extension and totals. Review the bids and make recommendations to the CLIENT regarding the award of the contract.
8. Assist the CLIENT in the preparation of the documents necessary to complete the award.
9. Conduct a pre-construction conference.

2. CONSTRUCTION

The project is anticipated to be constructed in multiple phases. For each construction phase, ENGINEER shall review the contractor's proposed plan of work to insure an orderly prosecution of the work, which will result in a minimum of delay in the completion effort.

1. Make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents and construction schedule. In addition to the periodic visits described herein, the ENGINEER will also provide resident project representatives as specified in Section 5.0 of this Attachment. ENGINEER will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto, unless such techniques and sequences are required by law or specified in the bid documents. ENGINEER will not be responsible for failure by the Contractor to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of these on-site observations as an experienced and qualified design professional, ENGINEER will keep the CLIENT informed as to the progress of the work, will endeavor to guard the CLIENT against deficiencies in the work of the Contractor, and will notify the CLIENT if the observed work fails to conform to the Contract Documents. During construction, the ENGINEER will schedule and conduct monthly progress meetings with the CLIENT, Contractor and any subcontractors at the construction site to discuss progress, project schedules, problems, conflicts and observations of the ENGINEER, Contractor or the CLIENT. The monthly progress meeting shall be called by the ENGINEER. The CLIENT'S designated representative may attend the progress meetings and will be provided with the minutes of all progress meetings. The ENGINEER shall also prepare a construction progress report

monthly in a format acceptable to the CLIENT. This progress report shall be submitted by the tenth of each month for the preceding months work and shall accompany the ENGINEER'S and Contractor's monthly application for payment.

2. The Contractor will have the responsibility for providing laboratory testing for field items such as soils work, sludge analysis, concrete work, etc.
3. The Contractor will have the responsibility for any permitting required for removal, transportation, and disposal of sludge.
4. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
5. ENGINEER will prepare change orders if authorized in writing by the CLIENT. ENGINEER will act as initial interpreter of the terms and conditions of the Contract Documents and as the initial judge of the performance there under.
6. The ENGINEER will review the Contractor's application for payment, and supporting data, and determine the amount owing to the Contractor for progress and final payments. Such approvals of payment will constitute a representation to the CLIENT, based on such observations and review, that the work has progressed to the point indicated and that, to the best of ENGINEER'S knowledge, information and belief, the quality of the work is in accordance with the Contract Documents and any qualifications stated in ENGINEER'S review of the Contractor's application for payment.
7. Conduct, in company with the CLIENT, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents, assemble project closeout documents and recommend approval in writing of final payment to the Contractor.

3. RESIDENT PROJECT REPRESENTATIVE SERVICES

For each construction phase, one or more Resident Project Representatives (RPR) will be furnished and directed by ENGINEER to supplement the periodic visits to the construction site.

1. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth below:
2. General

The Resident Project Representative is ENGINEER'S agent and shall act under the supervision and direction of the ENGINEER. He shall confer with the ENGINEER regarding his actions and shall generally communicate with the CLIENT only through the ENGINEER.

3. Duties and Responsibilities

The Resident Project Representative shall:

- (1) **Schedule:** Review the construction schedule prepared by the Contractor for compliance with the Contract and give written advice to the ENGINEER concerning its acceptability.
- (2) **Conference:** Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Maintain and circulate copies of records of meetings.
- (3) **Liaison:**
 - a. Serve as ENGINEER'S liaison with Contractor working principally through the Contractor's field superintendent.
 - b. Assist ENGINEER in obtaining from the CLIENT additional details or information when required at the job site for proper execution of the work.
- (4) **Approvals:** When required, assist ENGINEER in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
- (5) **Samples:** Assist ENGINEER in obtaining field samples of materials delivered to the site which are required to be furnished and keep record of actions taken by ENGINEER.
- (6) **Shop Drawings:**
 - a. Receive approved shop drawings and other submissions from ENGINEER; record data received; maintain a file of the drawings and submissions.
 - b. Advise ENGINEER and Contractor's field superintendent when the Resident Project Representative observes materials or equipment being installed before approval of shop drawings or samples.
- (7) **Review of Work, Rejection of Defective Work, Inspections and Tests:**

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- e. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- f. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

(8) Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original: Contract Documents including all Work Directives, Addenda, Change Orders, Field Orders, Additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

(9) Reports:

- a. Furnish to ENGINEER periodic reports as required, of progress of the Project and the Contractor's compliance with the approved construction schedule.
- b. Consult with ENGINEER in advance of scheduled major tests or start of important phases of the Project.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.

(10) Payment Requisition: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the work completed and materials and equipment delivered at the site.

(11) Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble Guarantees, Certificates, Maintenance Operations manuals and other required data to be furnished by the Contractor and, upon acceptance of the Project, deliver this materials to ENGINEER for approval and forwarding to the CLIENT.

(12) Completion:

- a. Prior to final inspection submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.

- b. Conduct final inspection in the company of the ENGINEER and the CLIENT. Prepare a final list of items to be corrected and submit this list to the Contractor.
- c. Verify that all items on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

4. Limitations of Authority

Except upon written instructions of ENGINEER, in a format agreed upon by the Resident Representative and the ENGINEER, the Resident Project Representative:

- (1) Shall not authorize any deviation from the Contract Documents.
- (2) Shall not undertake any of the responsibilities of the Contractor, the subcontractors or the Contractor's field superintendent.
- (3) Shall not expedite the work for the Contractor.
- (4) Shall not advise on or issue directions relative to any aspect of the construction ways, means, methods, techniques or sequences unless a specific technique or sequence is called for in the Contract Documents.
- (5) Shall not advise on or issue directions as to safety precautions and programs in connection with the work unless required to do so by the contract documents and specifications, or by Federal or State or Local laws.
- (6) Shall not authorize the CLIENT to occupy the Project in whole or in part prior to final acceptance of the work.
- (7) Shall not participate in specialized field or laboratory tests.

- 5. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the ENGINEER will endeavor to provide further protection for the CLIENT against defects and deficiencies in the work, but the furnishing of such resident project representation shall not make ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

6. RECORD DRAWINGS

For the purpose of the Agreement, Record Drawings are defined as revisions to the original reproducible Contract Drawings indicating the changes to the original Drawings which reflect field changes, change orders and other changes which occur during construction of the facilities. The information required to prepare the Record Drawings shall be provided to the ENGINEER by the Contractor(s) through the Resident Project Representative. Record Drawings as defined herein shall not mean producing any form of drawing which combines information from different construction contracts or otherwise producing drawings other than revisions to the original Contract Drawings as described herein. After noting the construction changes and field conditions on the Drawings, ENGINEER will provide one set of high quality reproducible revised Drawings to the CLIENT.

IV. PLATS AND LEGAL DESCRIPTIONS

1. PLATS AND LEGALS

Upon receipt of the CLIENT'S written authorization, the ENGINEER shall:

1. Determine apparent ownership of property adjacent to and/or impacted by the Project, for which temporary and/or permanent easements, rights-of-way, or permits will be required.
2. Review the Project and pertinent easements/rights-of-way permit requirements with existing owners and utility companies.
3. Conduct field surveys as necessary to prepare easement plats and descriptions for proposed acquisition.
4. Prepare land rights/parcel index map to reflect an overall view of all right-of-way and easements required.
5. Prepare property plats and legal descriptions for easements, rights-of-way, permits, and other property to be acquired.

ATTACHMENT B
COMPENSATION

The ENGINEER will, on behalf of the CLIENT, perform the work outlined in Exhibit I in connection with the Project and contained within this Agreement as set forth below:

COMPENSATION

<u>SERVICE</u>	<u>FEE</u>	<u>FEE BASIS</u>
Planning Phase	\$ 35,000	Lump Sum
Design Phase	\$ 1,200,000	Lump Sum
*Bidding and Contracting	\$ TBD	Lump Sum
*Construction Engineering	\$ TBD	Lump Sum
*Resident Project Representation	\$ TBD	Hourly, Not to Exceed
Plats and Legal Descriptions	\$ 2,500	Each

*The project is anticipated to be constructed in multiple phases. This professional services agreement will be amended to appropriately adjust the Engineer's compensation amounts for Bidding and Construction phase services for each construction contract.

SCHEDULE OF COMPENSATION

1. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the monthly billing period.
2. The portion of the Hourly amount billed for Engineer's services will be an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class. The total compensation under this Paragraph is based upon a construction contract time not to exceed 18 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

ATTACHMENT C
ADDITIONAL SERVICES

Any services authorized by the CLIENT, not described in Attachment A will be considered as Additional Services. The ENGINEER shall perform additional services only after the ENGINEER has received written notification by the CLIENT authorizing the work. The CLIENT will pay the ENGINEER for authorized Additional Services on the basis of a negotiated lump sum fee agreed to by both parties or on the basis of the hourly rates plus reimbursable expenses as defined in ATTACHMENT D, Standard Professional Services Fees, to this Agreement.

Attachment D

STANDARD PROFESSIONAL SERVICES FEES

JANUARY 1, 2025

<u>Classification</u>	<u>Hourly Fee</u>
1. Principal / Project Director	250.00
2. Senior Project Manager	240.00
3. Project Manager / Senior Architect / Senior Engineer	230.00
4. Architect / Engineer	180.00
5. Senior Designer	165.00
6. Survey Manager	180.00
7. Geologist	155.00
8. Professional Intern	145.00
9. Project Surveyor	155.00
10. UAS (Drone) / Seafloor Systems RCV (HyDrone) Pilot	150.00
11. Senior Scientist	140.00
12. Senior Technician	140.00
13. Technician / Inspector/ Project Coordinator	125.00
14. Scientist	125.00
15. Survey Team (2-person), Including Conventional Equipment*	195.00
16. Survey Team (3-person), Including Conventional Equipment*	240.00
17. Survey Team (4-person), Including Conventional Equipment*	285.00
<p>* NOTE: A Robotic Total Station or GPS Equipment may be substituted as a Survey Team member. For instance, if a Robotic Total Station is utilized on a 2-person Survey Team then the client will be billed using a 3-person Survey Team Rate.</p>	
18. Clerical	115.00
19. A minimum daily fee is charged for any one-time service of a project manager, senior architect or senior engineer (\$1,950), or architect/engineer (\$1,600).	

20. A minimum of four (4) hours is charged for a survey team for any service occurrence.
21. A minimum of four (4) hours is charged for UAS (Drone) services.
22. A rate of twice the Standard Professional Services Fee is required for depositions, court proceedings and insurance investigations.
23. Overtime hourly rate is 1.5 times the regular hourly rate.
24. Construction Manager/Administrator/Supervisor/Inspector hourly rate varies from \$125 to \$180 depending on the level of expertise required and the frequency of the requirement for the specific individual.

OTHER SERVICES

25. Mileage will be charged for all travel if destination is greater than 30-mile radius from office.
26. Other travel, meals, hotel/motel, and auto rental at 1.15 times the expense incurred.
27. Consultants will be charged at 1.15 times actual rates.
28. Printing, reproduction and express courier at 1.15 times cost.
29. Four-wheeler/All-Terrain vehicle (ATV) Rate is \$145.00 per day.
30. UAS (Drone) Services Rate is \$195 per hour.
31. Seafloor Systems (HyDrone) RCV Survey Boat Rate is \$145 per hour.

ATTACHMENT E
SPECIAL PROVISIONS

The Agreement is amended to include the following agreement(s) of the parties:

WPCRLF REQUIREMENTS

1. Employees of the MDEQ and/or their representatives shall have access to and the right to audit, inspect, copy, and examine books, financial records, and other documents of the ENGINEER relating directly to the receipt and disbursement of WPCRLF funds.
2. The Loan Recipient and its vendors acknowledge and agree that the Mississippi Department of Environmental Quality (Department) is not a party, in any way whatsoever, to the contract between the Loan Recipient and its vendors. The Loan Recipient and its vendors acknowledge and agree that the role of the Department is strictly that of a lender, that the vendors are not and are not intended to be considered a third party beneficiary under any agreement between the Department and the Loan Recipient. Additionally, the Loan Recipient and its vendors acknowledge and agree that any action taken by the Department in its role of administrator for the revolving loan programs, or in its separate and distinct role as regulator, shall not in any way change or alter its position as that of lender.
3. The Department is not a party to any of the Loan Recipient's contracts and will not review, comment, approve, or discuss the merits of any contract claims presented by or to any party. Any Department reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the Loan Recipient and the vendor or any other parties.
4. The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA grant work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. The U.S. Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, Owner and [the State water pollution control agency] or any of their duly authorized representatives shall have access to such books, records, papers, documents and other evidence for the purpose of making inspection, audit, examination, excerpts and transcriptions. The ENGINEER will provide proper facilities for such access and inspection.
5. The name and license number of the professional engineer who will bear the primary responsibility for the professional engineering work on this project is: Jonathan McLeod, PE; License Number 31440

**RESOLUTION AUTHORIZING THE CONDEMNATION OF
CERTAIN LANDS FOR THE CONSTRUCTION OF THE
SIWELL ROAD & TERRY ROAD INTERSECTION EXPANSION PROJECT**

WHEREAS, it has been reported to the Mayor and Board of Aldermen of the City of Byram, State of Mississippi, that the attempt to obtain the property required for construction, maintenance and repair of the proposed Widening of Siwell Road at the Intersection with Terry Road LPA Project Number STP-7305-00(13)/LPA 109220-701000 has been unsuccessful, and condemnation proceedings will have to be instituted in order to acquire the certain lands because of the failure of efforts to enter into a voluntary agreement with ARC WGBYRMS001, LLC and Walgreen Corporation, for certain lands owned by Property Owners identified as Hinds County Tax Parcel Nos. 4851-200-10, 4851-200-18, and 4851-200-23 located in the northeast corner of the intersection of Siwell Road and Terry Road and comprising a total area of 0.24 Acre, more or less, parcel of land situated in the Southwest $\frac{1}{4}$ of Section 13, T4N-R1W, as recorded in Deed Book 7104 at page 7035 in the Chancery Clerk's Office of the First Judicial District of Hinds County, Mississippi; and

WHEREAS, it is necessary to obtain this certain land to facilitate the construction of the proposed Widening of Siwell Road at the Intersection with Terry Road LPA Project Number STP-7305-00(13)/LPA 109220-701000 of the City of Byram, Mississippi; and

WHEREAS, the Mayor and Board of Aldermen of the City of Byram, Mississippi, find and determine that the proposed Widening of Siwell Road at the Intersection with Terry Road LPA Project Number STP-7305-00(13)/LPA 109220-701000 is necessary to promote the health, safety, and welfare of the citizens of the City of Byram, Mississippi; and

WHEREAS, the Mayor and Board of Aldermen hereby find that the certain lands sought will not displace the Property Owners from their dwelling or place of business; and

WHEREAS, the Mayor and Board of Aldermen hereby find that the City of Byram, Mississippi is a Persons eligible pursuant to Mississippi Code Annotated, Section 11-27-81 (c), exercising its right to immediate possession as a municipality for the purpose of acquiring rights-of-

way for widening existing roads and streets of such municipality and that the proposed rights-of-way will not displace the property owner or their lessees from their dwelling or place of business; and

WHEREAS, the Mayor and Board of Aldermen find that the City of Byram, Mississippi must utilize its right to immediate possession pursuant to Sections 11-27-81 through 11-27-91 due to the Metropolitan Planning Organization final deadline for right-of-way approval of May 31, 2026; and

WHEREAS, the Mayor and Board of Aldermen find that the funds provided by the Metropolitan Planning Organization will be withdrawn if the City does not obtain the rights-of-way and present said rights-of-way to the Metropolitan Planning Organization by May 31, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Aldermen of the City of Byram, Mississippi, hereby direct its legal counsel to prepare the necessary documents to present a Complaint in Condemnation to the Special Court of Eminent Domain of Hinds County, Mississippi, against ARC WGBYRMS001, LLC and Walgreen Corporation, and all other necessary parties for a just adjudication for the condemnation of the certain lands mentioned above, such certain lands being more particularly described in the document attached hereto as Exhibit "A" and depicted on the plat attached as Exhibit "B;" and be it further

RESOLVED, that the Mayor of the City of Byram, Mississippi, is hereby authorized to sign and verify such complaint; and be it further

RESOLVED, that legal counsel be and it is hereby authorized and directed to commence any and all proceedings necessary for the condemnation of such certain lands, to include the employment of appropriate expert witnesses to give testimony concerning the location and value of the property to be obtained; and be it further

RESOLVED, that the City of Byram, Mississippi, and its citizens will suffer irreparable harm and delay by exercising the right to condemn the property through eminent domain

proceedings pursuant to Mississippi Code Annotated, Sections 11-27-1 through 11-27-51, as opposed to claiming the right of immediate possession of said property pursuant to Sections 11-27-81 through 11-27-91; and be it further

RESOLVED, that legal counsel is hereby authorized to pursue condemnation pursuant to the rights of immediate possession provided by Mississippi Code Annotated Section 11-27-81, et seq., necessitous circumstances having been hereby found.

SIGNED, this the 26th day of February, 2026.

CITY OF BYRAM, MISSISSIPPI

BY: 
Richard White, Mayor

ATTEST:


Julia Kraft, City Clerk



Certified True
and correct copy



DESCRIPTION-TRACT 1
ARC WGBYRMS001, LLC

A parcel or tract of land, containing **0.09 acres (4,049.89 Sq. Ft.)**, more or less, lying and being situated in the SW ¼ of Section 13, T4N-R1W, Hinds County, Mississippi, being a part of the ARC WGBYRMS001, LLC property as described in Deed Book 7104 at Page 7035 of the Records of the Office of the Chancery Clerk of said Hinds County, at Jackson, Mississippi, and being more particularly described as follows:

COMMENCING at the SW corner of the SW ¼ of said Section 13, T4N-R1W, Hinds County, Mississippi; run thence

East for a distance of 865.14 feet; thence

North for a distance of 1,712.29 feet to a one-half inch iron rebar lying at the SE corner of the above referenced ARC WGBYRMS001, LLC property, said point also lying on the Northerly Right-of-Way of Siwell Road (Federal Aid Project No. IR-55-2(141)84), as it existed in March, 2025 and **POINT OF BEGINNING** of the herein described property; thence

Leaving the Northerly Right-of-Way of said Siwell Road, run North 40 degrees 20 minutes 02 seconds East along the Easterly boundary of said WGBYRMS001, LLC property for a distance of 12.14 feet to a one-half inch iron rebar; thence

Leaving the Easterly boundary of said WGBYRMS001, LLC property, run to one-half inch iron rebars at each of the following calls;

North 51 degrees 35 minutes 28 seconds West for a distance of 198.96 feet; thence

166.76 feet along the arc of a 105.00 foot radius curve to the right, said arc having a 149.78 foot chord which bears North 06 degrees 05 minutes 30 seconds West; thence

North 39 degrees 24 minutes 27 seconds East for a distance of 23.28 feet to a one-half inch iron rebar lying on the Westerly boundary of said WGBYRMS001, LLC property, said point also lying on the Easterly Right-of-Way of Terry Road, as it existed in March, 2025; thence

Along the Westerly of said WGBYRMS001, LLC property and the Easterly Right-of-Way of said Terry Road to one-half inch iron rebars at each of the following calls;

North 50 degrees 11 minutes 41 seconds West for a distance of 4.40 feet; thence

South 41 degrees 26 minutes 41 seconds West for a distance of 30.59 feet to a one-half inch iron rebar lying on the Northerly Right-of-Way of said Siwell Road; thence

Leaving the Easterly Right-of-Way of said Terry Road, run along the Westerly and Southerly boundary of said WGBYRMS001, LLC property and the Northerly Right-of-Way of said Siwell Road, 149.09 feet along the arc of a 115.00 foot radius curve to the left, said arc having a 138.87 foot chord which bears South 00 degrees 24 minutes 47 seconds West; thence

South 48 degrees 37 minutes 15 seconds East for a distance of 34.12 feet; thence

Exhibit A

South 51 degrees 24 minutes 35 seconds East for a distance of 189.59 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

The basis of bearing of the above described parcel or tract of land is Geodetic North.

DESCRIPTION-TEMPORARY CONSTRUCTION EASEMENT 1
ARC WGBYRMS001, LLC

A parcel or tract of land, containing **0.15 acres (6,405.36 Sq. Ft.)**, more or less, lying and being situated in the SW ¼ of Section 13, T4N-R1W, Hinds County, Mississippi, being a part of the ARC WGBYRMS001, LLC property as described in Deed Book 7104 at Page 7035 of the Records of the Office of the Chancery Clerk of said Hinds County, at Jackson, Mississippi, and being more particularly described as follows:

COMMENCING at the SW corner of the SW ¼ of said Section 13, T4N-R1W, Hinds County, Mississippi; run thence

East for a distance of 865.14 feet; thence

North for a distance of 1,712.29 feet to a one-half inch iron rebar lying at the SE corner of the above referenced ARC WGBYRMS001, LLC property, said point also lying on the Northerly Right-of-Way of Siwell Road (Federal Aid Project No. IR-55-2(141)84), as it existed in March, 2025; thence

Leaving the Northerly Right-of-Way of said Siwell Road, run North 40 degrees 20 minutes 02 seconds East along the Easterly boundary of said WGBYRMS001, LLC property for a distance of 12.14 feet to a one-half inch iron rebar and **POINT OF BEGINNING** of the herein described property; thence

Continue North 40 degrees 20 minutes 02 seconds East along the Easterly boundary of said WGBYRMS001, LLC property for a distance of 15.01 feet to a one-half inch iron rebar; thence

Leaving the Easterly boundary of said WGBYRMS001, LLC property, run to one-half inch iron rebars at each of the following calls;

North 51 degrees 35 minutes 28 seconds West for a distance of 199.46 feet; thence

142.94 feet along the arc of a 90.00 foot radius curve to the right, said arc having a 128.38 foot chord which bears North 06 degrees 05 minutes 30 seconds West; thence

North 39 degrees 24 minutes 27 seconds East for a distance of 121.14 feet; thence

North 52 degrees 18 minutes 49 seconds West for a distance of 5.85 feet to a one-half inch iron rebar lying on the Westerly boundary of said WGBYRMS001, LLC property, said point also lying on the Easterly Right-of-Way of Terry Road, as it existed in March, 2025; thence

Along the Westerly and Southerly boundary of said WGBYRMS001, LLC property and the Easterly Right-of-Way of said Terry Road to one-half inch iron rebars at each of the following calls;

South 41 degrees 29 minutes 30 seconds West for a distance of 97.78 feet; thence

North 50 degrees 11 minutes 41 seconds West for a distance of 5.60 feet; thence

Leaving the Westerly boundary of said WGBYRMS001, LLC property and the Easterly Right-of-Way of said Terry Road, run to one-half inch iron rebars at each of the following calls;

South 39 degrees 24 minutes 27 seconds West for a distance of 23.28 feet; thence

Exhibit A

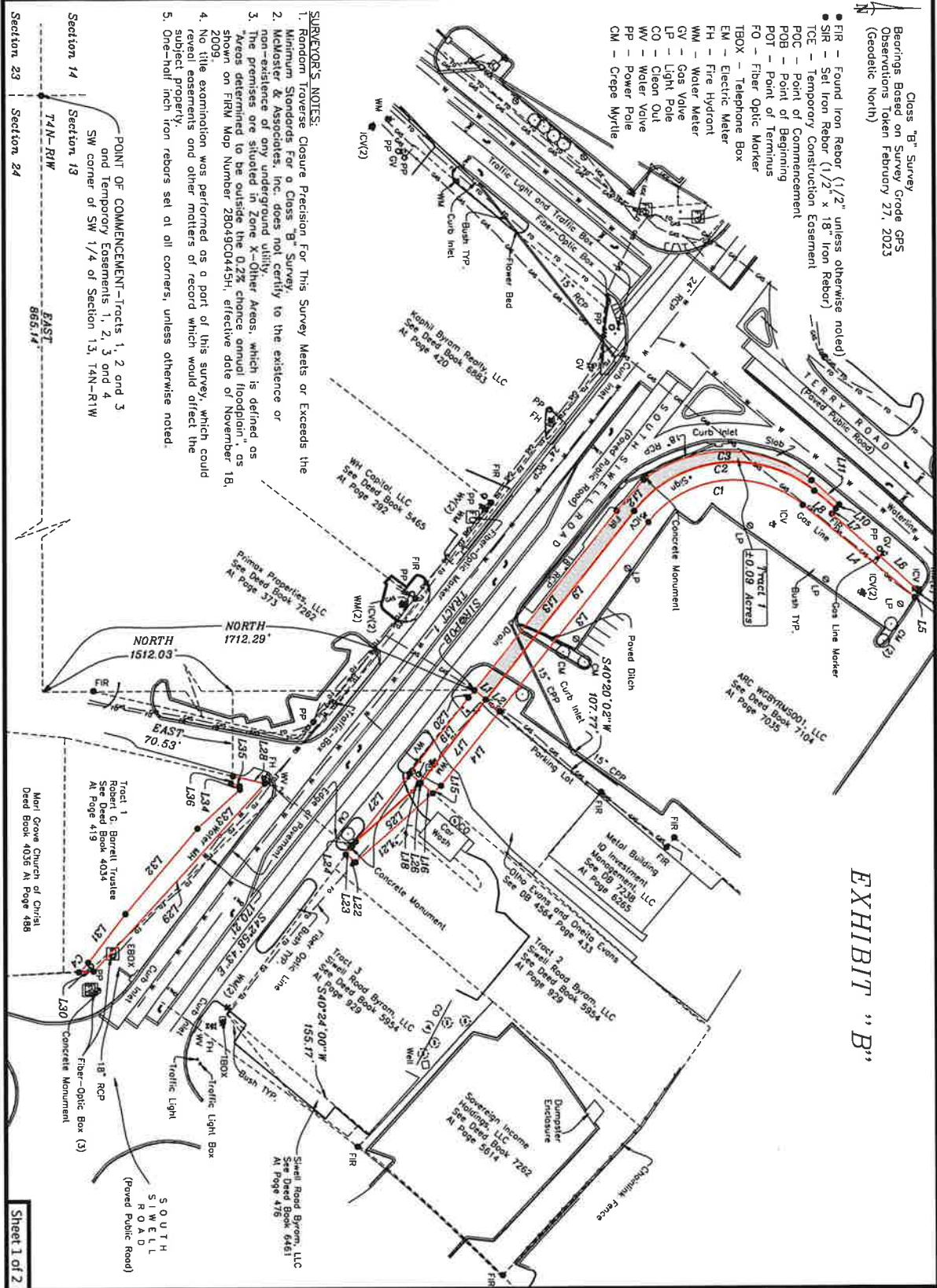
166.76 feet along the arc of a 105.00 foot radius curve to the left, said arc having a 149.78 foot chord which bears South 06 degrees 05 minutes 30 seconds East; thence

South 51 degrees 35 minutes 28 seconds East for a distance of 198.96 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

The basis of bearing of the above described parcel or tract of land is Geodetic North.

Class "B" Survey
 Bearings Based on Survey Grade GPS
 Observations Taken February 27, 2023
 (Geodetic North)

- FIR - Found Iron Rebar (1/2" unless otherwise noted)
- SIR - Set Iron Rebar (1/2" x 18" Iron Rebar)
- TCE - Temporary Construction Easement
- POC - Point of Commencement
- POB - Point of Beginning
- POT - Point of Terminus
- FO - Fiber Optic Marker
- TBOX - Telephone Box
- EM - Electric Meter
- FH - Fire Hydrant
- NM - Water Meter
- GV - Gas Valve
- LP - Light Pole
- CO - Clean Out
- WV - Water Valve
- PP - Power Pole
- CM - Crepe Myrtle



- SURVEYOR'S NOTES:**
1. Random Traverse Closure Precision For This Survey Meets or Exceeds the Minimum Standards For a Class "B" Survey.
 2. McMaster & Associates, Inc. does not certify to the existence or non-existence of any underground utility.
 3. The Premises are situated in Zone X-Other Areas, which is defined as Areas determined to be outside the 0.2% chance annual floodplain, as shown on FIRM Map Number 28049C0445H, effective date of November 18, 2009.
 4. No title examination was performed as a part of this survey, which could reveal easements and other matters of record which would affect the subject property.
 5. One-half inch iron rebars set at all corners, unless otherwise noted.

POINT OF COMMENCEMENT—Tracts 1, 2 and 3 and Temporary Easements 1, 2, 3 and 4
 SW corner of SW 1/4 of Section 13, T4N-R1W

Section 14
 Section 13
 Section 23
 Section 24

T4N-R1W
 EAST 865.14'

EXHIBIT "B"

PLAT OF CERTAIN PROPERTY IN THE SW 1/4 OF SECTION 13, T4N-R1W, CITY OF BYRAM, HINDS COUNTY, MISSISSIPPI

I certify that the information shown on this plat is thorough and accurate to the best of my knowledge.



Ronald C. McMaster, Jr., P.S., P.E.
 Date: March 28, 2025
 212 Waterford Sq., Suite 300, Madison, MS 39110
 Registered Professional Land Surveyor No. LS-3051
 State of Mississippi

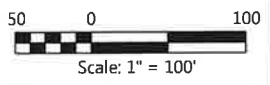
Client: City of Byram

Date of Field Survey: February 5, 2025

Drawn By: SBB

Checked By: RCM

Job No: M-3091-ROW



M'MASTER & ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

212 WATERFORD SQUARE
 SUITE 300
 MADISON, MS 39110
 601.605.1090

Line #	Length	Direction
L1	12.14	N40°20'02"E
L2	15.01	N40°20'02"E
L3	199.46	N51°35'28"W
L4	121.14	N39°24'27"E
L5	5.85	N52°18'49"W
L6	97.78	S41°29'30"W
L7	5.60	N50°14'11"W
L8	23.28	S39°24'27"W
L9	198.96	S51°35'28"E
L10	4.40	N50°11'41"W
L11	30.59	S41°26'41"W
L12	34.12	S48°37'15"E
L13	189.59	S51°24'35"E
L14	78.44	S51°35'28"E
L15	9.46	S41°40'41"E
L16	13.38	S40°24'00"W
L17	87.79	N51°35'28"W
L18	11.97	N40°24'00"E
L19	79.80	N51°44'00"W
L20	7.99	N51°24'35"W

Line #	Length	Direction
L21	85.43	S41°40'41"E
L22	10.35	S39°33'04"W
L23	9.07	N52°56'00"W
L24	4.28	N51°44'00"W
L25	70.61	N41°53'06"W
L26	1.47	N51°35'28"W
L27	71.48	N51°44'00"W
L28	27.22	N13°11'08"E
L29	210.53	S47°22'42"E
L30	11.84	S2°43'48"E
L31	50.38	N52°46'02"W
L32	92.51	N48°40'08"W
L33	48.19	N42°00'45"W
L34	2.82	S86°01'04"W
L35	7.69	S17°02'20"W
L36	6.16	N72°57'40"W
L37	7.71	N47°35'56"W
L38	39.97	S51°59'47"E

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	142.94	90.00	91.00	N6° 05' 30"W	128.38
C2	166.76	105.00	91.00	S6° 05' 30"E	149.78
C3	149.09	115.00	74.28	S7° 24' 47"W	138.87
C4	10.85	49.00	12.69	N46° 25' 28"W	10.85
C6	3.93	88.286	0.03	N54° 17' 04"W	3.93
C7	31.32	882.86	2.03	N62° 09' 05"W	31.31

- REFERENCE MATERIALS**
- Dead Book 7130 Page 3533
 - Dead Book 7111 Page 5015
 - Dead Book 7119 Page 5015
 - Dead Book 3998 Page 321
 - Dead Book 7209 Page 2503
 - Dead Book 7171 Page 7382
 - Dead Book 6883 Page 420
 - Dead Book 5465 Page 292
 - Dead Book 7262 Page 375
 - Dead Book 7228 Page 3956
 - Dead Book 7104 Page 7035
 - Dead Book 7238 Page 6255
 - Dead Book 3274 Page 5614
 - Dead Book 5954 Page 929
 - Dead Book 4036 Page 488
 - Dead Book 6461 Page 476

DESCRIPTION-TRACT 1
ARC WGBRMS001, LLC

A parcel or tract of land, containing 0.99 acres (4,048.89 Sq. Ft.), more or less, lying and being situated in the SW 1/4 of said Section 13, T4N-R1W, Hinds County, Mississippi, and being a part of the ARC WGBRMS001, LLC property as described in Dead Book 7104 of Page 7035 of the Records of the Office of the Chancery Clerk, of said Hinds County, at Jackson, Mississippi, and being more particularly described as follows:

COMMENCING at the SW corner of the SW 1/4 of said Section 13, T4N-R1W, Hinds County, Mississippi; run thence

East for a distance of 883.14 feet; thence

North for a distance of 1,712.29 feet to a one-half inch iron rebar lying at the SE corner of the above referenced ARC WGBRMS001, LLC property, said point also lying on the Northern Right-of-Way of Small Road (Federal Aid Project No. 98-55-2(141)94), as it existed in March, 2025 and POINT OF BEGINNING of the herein described property; thence

Leaving the Northern Right-of-Way of said Small Road, run North 40 degrees 20 minutes 02 seconds East along the Eastern boundary of said WGBRMS001, LLC property for a distance of 12.14 feet to a one-half inch iron rebar; thence

Leaving the Eastern boundary of said WGBRMS001, LLC property, run to one-half inch iron rebars at each of the following calls:

North 51 degrees 35 minutes 28 seconds West for a distance of 198.96 feet; thence

North 31 degrees 35 minutes 28 seconds West for a distance of 166.76 feet along the arc of a 105.00 foot radius curve to the right, said arc having a 149.78 foot chord which bears North 06 degrees 05 minutes 30 seconds West; thence

North 39 degrees 24 minutes 27 seconds East for a distance of 23.28 feet to a one-half inch iron rebar lying on the Western boundary of said WGBRMS001, LLC property, said point also lying on the Eastern Right-of-Way of Terry Road, as it existed in March, 2025; thence

Along the Western of said WGBRMS001, LLC property and the Eastern Right-of-Way of said Terry Road to one-half inch iron rebars at each of the following calls:

North 50 degrees 11 minutes 41 seconds West for a distance of 4.40 feet; thence

South 41 degrees 26 minutes 41 seconds West for a distance of 30.59 feet to a one-half inch iron rebar lying on the Northern Right-of-Way of said Small Road; thence

Leaving the Eastern Right-of-Way of said Terry Road, run along the Western and Southern boundary of said WGBRMS001, LLC property and the Northern Right-of-Way of said Small Road, 149.09 feet along the arc of a curve which bears South 00 degrees 24 minutes 47 seconds West; thence

South 48 degrees 37 minutes 15 seconds East for a distance of 34.12 feet; thence

South 51 degrees 24 minutes 35 seconds East for a distance of 189.59 feet to the POINT OF BEGINNING of the above described parcel or tract of land.

The bearing of bearing of the above described parcel or tract of land is Geodesic North.

PLAT OF CERTAIN PROPERTY IN THE SW 1/4 OF SECTION 13, T4N-R1W, CITY OF BYRAM, HINDS COUNTY, MISSISSIPPI

I certify that the information shown on this plat is thorough and accurate to the best of my knowledge.

Ronald C. McMaster, Jr. P.S., P.E.
 Date: March 28, 2025
 212 Waterford Sq., Suite 300, Madison, MS 39110
 Registered Professional Land Surveyor No. LS-3051
 State of Mississippi



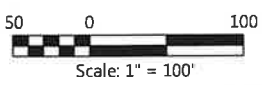
Client: City of Byram

Date of Field Survey: February 5, 2025

Drawn By: SBB

Checked By: RCM

Job No: M-3091-ROW

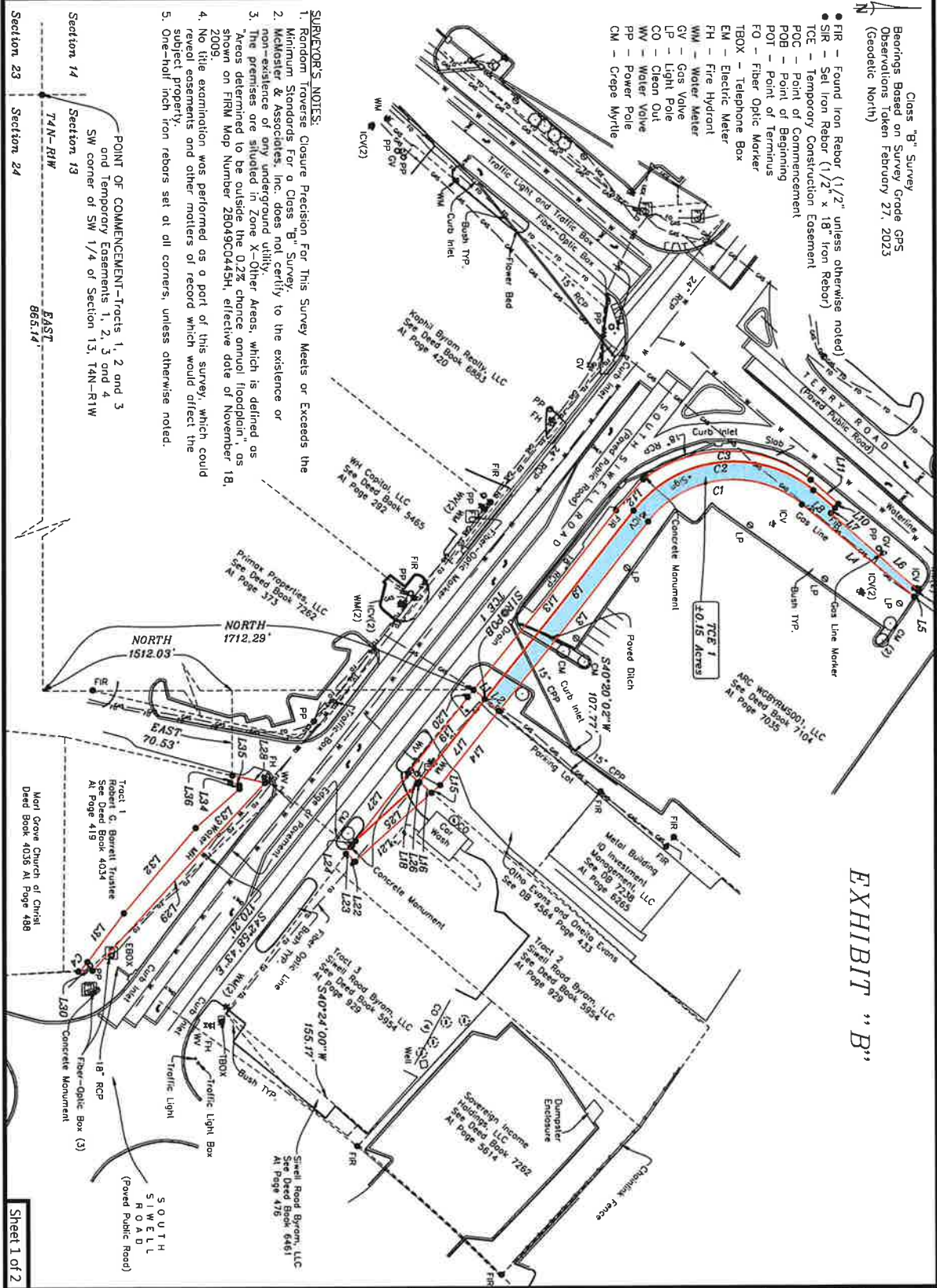


M-MASTER & ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

212 WATERFORD SQUARE
 SUITE 300
 MADISON, MS 39110
 601.605.1090

Class "B" Survey
 Bearings Based on Survey Grade GPS
 Observations Taken February 27, 2023
 (Geodetic North)

- FIR - Found Iron Rebar (1/2" unless otherwise noted)
- SIR - Set Iron Rebar (1/2" x 18" Iron Rebar)
- TCE - Temporary Construction Easement
- POC - Point of Commencement
- POB - Point of Beginning
- POI - Point of Irregularity
- FO - Fiber Optic Marker
- TBOX - Telephone Box
- EM - Electric Meter
- FH - Fire Hydrant
- WM - Water Meter
- GV - Gas Valve
- LP - Light Pole
- CO - Clean Out
- WV - Water Valve
- WP - Water Pole
- CM - Crepe Myrtle



- SURVEYOR'S NOTES:**
1. Random Traverse Closure Precision For This Survey Meets or Exceeds the Minimum Standards For a Class "B" Survey.
 2. McMaster & Associates, Inc. does not certify to the existence or non-existence of any underground utility.
 3. The premises are situated in Zone X-Other Areas, which is defined as Arcs determined to be outside the 0.2% chance annual floodplain, as shown on FIRM Map Number 28049C044SH, effective date of November 18, 2005.
 4. No title examination was performed as a part of this survey, which could reveal easements and other matters of record which would affect the subject property.
 5. One-half inch iron rebars set at all corners, unless otherwise noted.

POINT OF COMMENCEMENT—Tracts 1, 2 and 3 and Temporary Easements 1, 2, 3 and 4
 SW corner of SW 1/4 of Section 13, T4N-R1W

Section 14
 Section 13
 Section 23
 Section 24

EAST 865.14'

Sheet 1 of 2

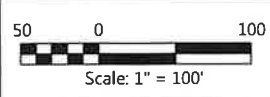
PLAT OF CERTAIN PROPERTY IN THE SW 1/4 OF SECTION 13, T4N-R1W, CITY OF BYRAM, HINDS COUNTY, MISSISSIPPI

I certify that the information shown on this plat is thorough and accurate to the best of my knowledge.

Ronald C. McMaster, Jr. P.S., P.E.
 Date: March 28, 2025
 212 Waterford Sq., Suite 300, Madison, MS 39110
 Registered Professional Land Surveyor No. LS-3051
 State of Mississippi



Client: City of Byram
 Date of Field Survey: February 5, 2025
 Drawn By: SBB
 Checked By: RCM
 Job No: M-3091-ROW



MCMMASTER & ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

212 WATERFORD SQUARE
 SUITE 300
 MADISON, MS 39110
 601.605.1090

Parcel Line Table		
Line #	Length	Direction
L1	12.14	N40°20'02"E
L2	15.01	N40°20'02"E
L3	159.46	N51°35'28"W
L4	121.14	N39°24'27"E
L5	5.85	N52°18'49"W
L6	97.78	S41°29'30"W
L7	5.60	N50°11'41"W
L8	23.28	S39°24'27"W N39°24'27"E
L9	198.96	S51°35'28"E N51°35'28"W
L10	4.40	N50°11'41"W
L11	30.59	S41°28'41"W
L12	34.12	S48°37'15"E
L13	189.59	S51°24'35"E
L14	78.44	S51°35'28"E
L15	9.46	S41°40'41"E
L16	13.38	S40°24'00"W N40°24'00"E
L17	67.79	N51°35'28"W S51°35'28"E
L18	11.97	N40°24'00"E S40°24'00"W
L19	79.80	N51°44'00"W
L20	7.99	N51°24'35"W

Parcel Line Table		
Line #	Length	Direction
L21	85.43	S41°40'41"E
L22	10.35	S39°33'04"W
L23	9.07	N52°56'00"W
L24	4.28	N51°44'00"W
L25	70.61	N41°53'06"W
L26	1.47	N51°35'28"W S51°35'28"E
L27	71.48	N51°44'00"W
L28	27.22	N31°11'08"E
L29	210.53	S47°22'42"E
L30	11.84	S2°43'48"E
L31	50.38	N52°48'02"W
L32	92.51	N49°40'08"W
L33	48.19	N42°00'45"W
L34	2.82	S96°01'04"W
L35	7.69	S17°02'20"W
L36	6.16	N27°57'40"W
L37	7.21	N42°55'56"W
L38	39.97	S51°59'47"E

Curve Table			
Curve #	Length	Radius	Delta Chord Direction
C1	142.94	90.00	N6° 05' 30"W
C2	166.76	105.00	S6° 05' 30"E
C3	149.09	115.00	N6° 05' 30"W
C4	10.85	49.00	N66° 25' 28"W
C5	3.93	8862.86	N54° 17' 04"W
C7	31.32	882.86	N62° 09' 05"W

- REFERENCE MATERIALS**
- Deed Book 7130 Page 3533
 - Deed Book 7111 Page 5015
 - Deed Book 7119 Page 201
 - Deed Book 3998 Page 321
 - Deed Book 7209 Page 2503
 - Deed Book 7171 Page 7582
 - Deed Book 6883 Page 420
 - Deed Book 5465 Page 373
 - Deed Book 7262 Page 373
 - Deed Book 7228 Page 3958
 - Deed Book 7104 Page 7035
 - Deed Book 7238 Page 6265
 - Deed Book 7262 Page 5614
 - Deed Book 3274 Page 929
 - Deed Book 5954 Page 488
 - Deed Book 4036 Page 488
 - Deed Book 6461 Page 476

DESCRIPTION-TERRACON CONSTRUCTION ESSENTIAL 1
REL. WGBRMS001, LLC

A parcel or tract of land, containing 0.15 acres (6,405.36 Sq. Ft.), more or less, lying and being situated in the SW 1/4 of Section 13, T4N-R1W, Hinds County, Mississippi, being a part of the AEC, WGBRMS001, LLC, property as described in Deed Book 7130, Page 3533, of the Public Records of Hinds County, Mississippi, and being more particularly described as follows:

COMMENCING at the SW corner of the SW 1/4 of said Section 13, T4N-R1W, Hinds County, Mississippi; run thence East for a distance of 865.14 feet; thence

North for a distance of 1,712.29 feet to a one-half inch iron rebar lying at the SE corner of the above referenced AEC, WGBRMS001, LLC property; said point also lying on the Northern Right-of-Way of Terry Road (Local Authority Project No. R-55-24(1)194), as it existed in March, 2025; thence

along the Northern Right-of-Way of said Terry Road, run North 40 degrees 20 minutes 02 seconds East along the Eastern boundary of said WGBRMS001, LLC property for a distance of 12.14 feet to a one-half inch iron rebar; and BECOMING of the herein described property; thence

Continue North 40 degrees 20 minutes 02 seconds East along the Eastern boundary of said WGBRMS001, LLC property for a distance of 15.01 feet to a one-half inch iron rebar; thence

Leaving the Eastern boundary of said WGBRMS001, LLC property, run to one-half inch iron rebar at each of the following calls:

North 51 degrees 35 minutes 28 seconds West for a distance of 199.46 feet; thence

142.94 feet along the arc of a 90.00 foot radius curve to the right, said arc having a 128.38 foot chord which bears North 09 degrees 05 minutes 20 seconds West; thence

North 38 degrees 24 minutes 27 seconds East for a distance of 121.14 feet; thence

North 52 degrees 18 minutes 49 seconds West for a distance of 5.85 feet to a one-half inch iron rebar lying on the Western boundary of said WGBRMS001, LLC property, said point also lying on the Eastern Right-of-Way of Terry Road, as it existed in March, 2025; thence

Along the Western and Southern boundary of said WGBRMS001, LLC property and the Eastern Right-of-Way of said Terry Road to one-half inch iron rebar at each of the following calls:

South 41 degrees 29 minutes 30 seconds West for a distance of 97.78 feet; thence

North 50 degrees 11 minutes 41 seconds West for a distance of 5.60 feet; thence

Leaving the Western boundary of said WGBRMS001, LLC property and the Eastern Right-of-Way of said Terry Road, run to one-half inch iron rebar at each of the following calls:

South 39 degrees 24 minutes 27 seconds West for a distance of 23.28 feet; thence

166.76 feet along the arc of a 105.00 foot radius curve to the left, said arc having a 149.09 foot chord which bears South 06 degrees 05 minutes 30 seconds East; thence

South 51 degrees 35 minutes 28 seconds East for a distance of 189.59 feet to the POINT OF BEGINNING of the above described parcel or tract of land.

The bears of bearing of the above described parcel or tract of land is as stated North.

PLAT OF CERTAIN PROPERTY IN THE SW 1/4 OF SECTION 13, T4N-R1W, CITY OF BYRAM, HINDS COUNTY, MISSISSIPPI

I certify that the information shown on this plat is thorough and accurate to the best of my knowledge.

Ronald C. McMaster, Jr., P.S., P.E.
 Date: March 28, 2025
 212 Waterford Sq., Suite 300, Madison, MS 39110
 Registered Professional Land Surveyor No. LS-3051
 State of Mississippi



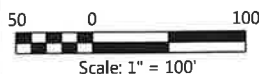
Client: City of Byram

Date of Field Survey: February 5, 2025

Drawn By: SBB

Checked By: RCM

Job No: M-3091-ROW



M-McMASTER & ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

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