

CITY OF BYRAM
MINUTES OF THE REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN
Thursday, April 23, 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 7:00 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
Diandra Hosey Sanders, Alderman, Ward II
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, via Zoom
Julia Kraft, City Clerk
Attorneys Zach Giddy and John Scott Milam

5. Presented Items

- a. Approval to amend the agenda to include in Presented Items, approval of proposals for Engineering Design and CE&I services, and Topographic Surveying and Subservice Utility Locating for upcoming drainage projects at Barrington Drive, Alixandria Drive and Windmill Drive, to move Consent Agenda Item 6(d) to Presented Items, to add to the Consent Agenda the approval of two contracts with musicians for the Swinging Bridge Festival, to pull items 6(i), Travel, and 7(i), Closed Session, from the agenda, and to add the recommendation for the appointment of a Member At Large to represent the City of Byram on the Metro Jackson Water Authority Board**

Motion to approve

Moved by: Robert Amos

Seconded by: Roschelle Gibson

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

Nays: None

Motion: Passed

- b. Congratulations to the Fire Department's Employee of the Quarter, Lea Ann Warren**

Fire Chief Harry Horton presented a plaque to Lea Ann Warren

- c. Approval of a Proclamation celebrating the 80th Birthday of Terry Howard**

Motion to approve

Moved by: Teresa Mack

Seconded by: Erma Johnson

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

Nays: None

Motion: Passed

Mayor Pro Tem Erma Johnson presented the Proclamation

- d. Update on Swinging Bridge Village by Buddy Brock**

No Board action taken

- e. Donald Jordan to address the Board regarding building a new home on an existing slab at 108 Forest Lake Drive**

Motion to uphold the recommendation of the Public Works Department to deny the request to build a new home on a 16 year old foundation

Moved by: Diandra Hosey Sanders

Seconded by: Erma Johnson

Ayes: Erma Johnson, Diandra Hosey Sanders, Robert Amos, Chris Carson, Roshunda Harris-Allen

Nays: Teresa Mack, Roschelle Gibson

Motion: Passed

- f. Approval of Proposal from McMaster & Associates, Inc. for Engineering Design and CE&I Services for drainage projects at Barrington Drive, Alixandria Drive and Windmill Drive**

Motion to approve

Moved by: Roschelle Gibson

Seconded by: Chris Carson

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

Nays: None

Motion: Passed

- g. Approval of Proposal from McMaster & Associates, Inc. for Topographic Surveying and Subservice Utility Locating for drainage projects at Barrington**

Drive, Alixandria Drive and Windmill Drive

Motion to approve

Moved by: Roschelle Gibson

Seconded by: Chris Carson

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

Nays: None

Motion: Passed

6. Approval of Consent Agenda Items

Motion to approve the Consent Agenda with items k, l, m, n, q and r, all Swinging Bridge Festival agreements, pulled for a separate vote

Moved by: Diandra Hosey Sanders

Seconded by: Roschelle Gibson

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

Nays: None

Motion: Passed

Motion to approve Swinging Bridge Festival agreements, items k, l, m, n, q and r

Moved by: Diandra Hosey Sanders

Seconded by: Chris Carson

Ayes: Diandra Hosey Sanders, Robert Amos, Chris Carson

Nays: Erma Johnson, Teresa Mack, Roschelle Gibson, Roshunda Harris-Allen

Motion: Failed

- a. **Approval of Minutes of the Regular Work Session of the Mayor and Board of Aldermen held April 6, 2026**
- b. **Approval of Minutes of the Regular Meeting of the Mayor and Board of Aldermen held April 9, 2026**
- c. **Approval of a Proclamation for the 57th Annual Professional Municipal Clerks Week May 3rd through 9th, 2026**
- d. **Approval of payment in the amount of \$330.00 to the International Institute of Municipal Clerks for annual membership renewal for City Clerk Julia Kraft and Deputy Clerk Cynthia Elabor (001-140-622)**
- e. **Approval of payment in the amount of \$479.00 to SHRM for Human Resource Officer Brianna Short's annual membership dues (001-140-622)**
- f. **Acceptance of donations in the amount of \$9,000.00 from Richard's Front Wheel Drive, Double G Coatings and Darling Ingredients for the Swinging Bridge Festival**

- g. Approval of donations in the amount of \$600.00 from Richard's Front Wheel Drive and Members Exchange for the Mayoral Health Council's Community Baby Shower**
- h. Approval for Orlando Redd to attend the National Computer Forensic Institute in Hoover, Alabama from May 3, 2026, to May 8, 2026, at no cost to the city**
- i. Approval for Firefighter Kevin Kindrex to attend Public Safety Telecommunicator I/II at Alabama Fire College & Personnel Standards & Education Commission, 6/15/26 through 6/17/26 at no cost to the city**
- j. Approval of Agreement in the amount of \$9,500.00 with iHeart Media for radio, streaming, podcast and social media advertising for the Swinging Bridge Festival (100-550-615)**
- k. Approval of Proposal in the amount of \$3,200.00 from WDBD Fox 40 for TV advertising for the Swinging Bridge Festival (100-550-615)**
- l. Approval of Agreement in the amount of \$2,885.25 with All Seasons Events for rental of tents, tables and chairs for the Swinging Bridge Festival (100-550-640)**
- m. Approval of Agreement in the amount of \$2,300.00 with Ben Nelson for golf cart rental for the Swinging Bridge Festival (100-550-640)**
- n. Approval of payment in the amount of \$81,228.69 to McMaster & Associates, Inc. for design and CE&I services for the soccer complex (101-550-602)**
- o. Approval of payment in the amount of \$6,960.00 to McMaster & Associates, Inc. for CMPDD Transportation Project Applications (001-301-602)**
- p. Approval of a Contract in the amount of \$1,000.00 with Chris Gill to perform at the Swinging Bridge Festival (100-550-676)**
- q. Approval of a contract in the amount of \$875.00 with Sonny Brooks to perform at the Swinging Bridge Festival (100-550-676)**
- r. Approval of payment in the amount of \$155,471.00 to Hemphill Construction for Contractor Estimate #7 for the ERBR-25(02) Old Byram Road Bridge Replacement project (304-301-910)**
- s. Approval of payment in the amount of \$37,510.00 to Pickering Firm, Inc. for engineering services for the Big Creek Sewer Interceptor Project (400-700-602)**
- t. Approval for Elected Officials to attend the Mississippi Black Caucus Policy Conference on August 6-8, 2026 in Tunica, MS, with \$550.00 each registration fees and \$1,371.00 each estimated travel expenses (001-100-610/611)**

7. Discussion and Action

- a. Approval of Claims Docket in the amount of \$75,993.25 from April 2nd through April 15th, 2026**

Motion to approve

Moved by: Roschelle Gibson

Seconded by: Chris Carson

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

Nays: None

Motion: Passed

- b. Approval to appoint Darnishia Norwood as Municipal Court Clerk on the retirement of Paula Morrison at a salary of \$55,000**

Motion to approve

Moved by: Roschelle Gibson

Seconded by: Erma Johnson

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

Nays: None

Motion: Passed

- c. Approval to promote Demichael Mabry to the position of Lieutenant, after passing a Lieutenant's exam, at an hourly rate of \$15.35, effective April 27, 2026.**

Motion to approve

Moved by: Roschelle Gibson

Seconded by: Teresa Mack

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

Nays: None

Motion: Passed

- d. Approval to hire a Fire Department Administrative Assistant at \$20.67 per hour with full benefits, beginning May 11, 2026, contingent upon successful completion of the hiring process**

Motion to approve

Moved by: Roschelle Gibson

Seconded by: Teresa Mack

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

Nays: None

Motion: Passed

- e. Approval of an emergency purchase in the amount of \$11,575.00 from Hydra Service to replace the pump at Ashley Park lift station. As this station only has one pump, the delay incident to obtaining competitive quotes would have resulted**

in sewer backup and/or overflow (400-700-916)

Motion to approve

Moved by: Chris Carson

Seconded by: Robert Amos

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

Nays: None

Motion: Passed

- f. Approval of a Change Order in the amount of \$60,860.00 for the CDBG Drainage Project, and to pay the final invoice of \$120,479.25**

Motion to approve

Moved by: Roschelle Gibson

Seconded by: Teresa Mack

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

Nays: None

Motion: Passed

- g. Discussion of soccer sponsorships received in 2025**

Discussion tabled until the May 11th Work Session

- h. Discussion of creating an Ordinance prohibiting the sale of nitrous oxide for recreational use in the City of Byram**

Elroy Winding of Crossbridge asked the Board of Aldermen to consider taking measures to restrict the sale of nitrous oxide for recreational use. No Board action was taken

- i. Closed Session - pulled from agenda**

- j. Approval of the appointment of a Member At Large to represent the City of Byram on the Metro Jackson Water Authority Board**

Motion to approve the appointment of Tramone Smith as the Member At Large to represent the City of Byram on the Metro Jackson Water Authority Board

Moved by: Robert Amos

Seconded by: Chris Carson

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

Nays: None

Motion: Passed

8. Public Comments

9. Announcements

a. Announcements:

Friday, May 1st - Food Truck Friday, 5:00 to 9:00 p.m. at Davis Road Park

Tuesday, May 5th - Coffee Talk with Mayor White, 9:00 a.m. to 10:00 a.m. at T-Mobile, 7370 S. Siwell Rd

Monday, May 11th - Mayor and Board Work Session, 6:30 p.m. at City Hall

Thursday, May 14th - Regular Meeting of the Mayor and Board of Aldermen, 7:00 p.m. at City Hall

Monday, May 18th - Ward 4 Meeting with Alderman Teresa Mack, 6:00 p.m. at City Hall

Wednesday, May 20th - "Mental Health Matters" Mental Health Forum presented by the Mayoral Health Council

Monday, May 25th - City administrative office will close in observance of Memorial Day

Thursday, May 28th - Regular Meeting of the Mayor and Board of Aldermen, 7:00 p.m. at City Hall

10. Adjourn

Motion to adjourn at 8:49 p.m.


Moved by: Roschelle Gibson

Seconded by: Erma Johnson

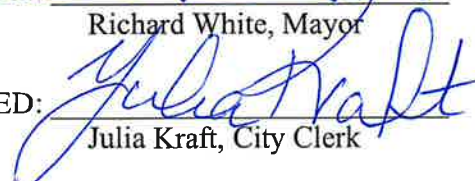
Ayes: Erma Johnson, Diandra Hosey Sanders, Robert Amos, Teresa Mack, Roschelle Gibson, Chris Carson, Roshunda Harris-Allen

Nays: None

Motion: Passed

APPROVED: 
Richard White, Mayor

DATE: 5/14/26

APPROVED: 
Julia Kraft, City Clerk

DATE: 5/14/26

THE 80TH BIRTHDAY OF TERRY HOWARD

WHEREAS, Terry Howard was born on March 24, 1946, and on this special occasion celebrates 80 remarkable years of life, wisdom, and service; and

WHEREAS, he is a devoted husband to Bertha Howard, sharing a lifetime of love, partnership, and unwavering commitment; and

WHEREAS, he is a proud and caring father, whose guidance, strength, and example have profoundly shaped the lives of his children and family; and

WHEREAS, Terry Howard dedicated 31 years to the field of education as an English teacher for 15 years, a Supervisor for 5 years, an Assistant Principal for 1 year, and a Principal for 10 years, consistently inspiring students, supporting educators, and strengthening his community through exemplary leadership and integrity; and

WHEREAS, his legacy is one of dedication, compassion, and excellence, leaving a lasting and meaningful impact on all who have had the privilege to know him; and

NOW, THEREFORE, we celebrate and honor Terry Howard on the occasion of his 80th birthday, recognizing a life well lived and deeply appreciated.

NOW, THEREFORE, BE IT PROCLAIMED THAT March 24 is hereby recognized as a day to honor Terry Howard, with sincere gratitude for his many contributions and with best wishes for continued health, happiness, and joy in the years to come.

HAPPY 80TH BIRTHDAY, TERRY HOWARD!

IN WITNESS WHEREOF, this proclamation is signed and sealed this 23rd day of April, 2026

Richard White, Mayor

Erna Jonson, Mayor Pro Tem

Diandra Hosey Sanders, Alderman, Ward II

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



April 22, 2026

City of Byram
P.O. Box 720222
Byram, MS 39272

Re: Proposal for Engineering Design & CE&I Services
Byram Drainage Projects
Barrington Drive, Alixandria Drive & Windmill Drive
Byram, Mississippi

Attn: Richard White, Mayor

This is an Agreement between **City of Byram** (Owner) and **McMaster and Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Byram Drainage Projects** (Project). Engineer's services under this Agreement (Services) are generally identified as **Engineering Design with Construction Engineering and Inspection**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, as more fully set forth in Exhibit 2, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items. Owner agrees to defend, indemnify, and hold harmless Engineer for any actual or threatened claims, causes of action, liability, or damages arising out of or related to any failures of Owner under this Section 2.1.

B.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable

Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- C. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **Thirty (30) months from the effective date of the agreement or upon completion of construction of the work.**
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraphs 4.01.E and 4.01.F. ("Reimbursable Expenses"). Unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **Fifteen (15%) Percent.**

E. Basis of Payment

1. Lump Sum. Owner shall pay Engineer for Services as follows:

- a. The Total Fee for Engineering Design and CE&I Services is **(10.0%)** Percent of the Final Construction Cost. The breakdown of this fee is as follows:
 - 1) Design Services – **(5%) Percent**
 - 2) Construction Administration – **(5%) Percent**
- b. In addition to the Lump Sum amount, reimbursement Reimbursable Expenses, if required:
 - 1) Environmental Services
 - 2) Geotechnical Services
- c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

F. Additional Services: "Additional Services" are that services provided by Engineer that go beyond the Services expressly set forth in Exhibit 2. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C,

or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment for (i) a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F, and (ii) Engineer's anticipated profit for the remaining Services under this Agreement.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality for a project of a similar size, scope, and complexity. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost ("Engineer's Opinion of Probable Construction Cost"), if any, are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall defend, indemnify, and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or

causes, and (2)) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, provided, however, that in no event will Engineer's liability exceed available insurance coverage. Owner further agrees to relieve and hold harmless Engineer from any liability for minor errors and omissions that increase the project budget by no more than five percent (5%).

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated by a mediator mutually approved by Owner and Engineer. The mediation will occur within 60 days following the 30-day good-faith negotiation period, unless otherwise agreed by the parties. If mediation is unsuccessful, then the parties may exercise their rights at law. Any legal proceeding related to or involving this Agreement shall be brought in a state or federal court with competent jurisdiction in Madison County, Mississippi.
- K. This Agreement is to be governed by the laws of the state of Mississippi without regard to conflict of laws principles.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; (4) providing legal advice or representation, (5) serving as a Construction Manager, or (6) providing any other professional services not expressly identified in the Services being provided under this Agreement.
- M. Definitions
- N. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- O. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations

regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

7.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

8.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Exhibit 1, 2026 Hourly Rates for Services

Exhibit 2, Detailed Scope of Engineer's Services

This Agreement's Effective Date is April 22, 2026.

Owner:

RICHARD WHITE
City of Byram

By: 
Richard White, Mayor

Date: 4/23/26
(date signed)

Name: RICHARD WHITE
(typed or printed)

Title: MAYOR
(typed or printed)

Address for giving notices:

PO BOX 720222
BYRAM, MS 39272

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Engineer:

Ron McMaster, Jr.
McMaster and Associates, Inc.

By: 
Ron McMaster, Jr., P.E., P.S.

Date: April 22, 2026
(date signed)

Name: Ron McMaster, Jr., P.E., P.S.
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:

212 Waterford Square
Suite 300
Madison, MS 39110

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

McMaster & Associates, Inc.
2026 Hourly Rates for Services

CATEGORY	BASE RATE	OVERTIME RATE
PROFESSIONAL SERVICES		
Principal	\$250.00	
Senior Professional Engineer	\$190.00	
Professional Engineer	\$160.00	
Registered Landscape Architect	\$150.00	
Engineering Intern	\$120.00	
Senior Professional Surveyor	\$180.00	
Professional Surveyor	\$130.00	
Surveying Intern	\$105.00	
OFFICE SERVICES		
Senior Technician III	\$100.00	
Senior Technician II	\$90.00	
Senior Technician I	\$80.00	
Engineering Technician III	\$150.00	
Engineering Technician II	\$120.00	
Engineering Technician I	\$110.00	
Administrative Assistant	\$80.00	
FIELD SURVEYING SERVICES		
Two-Man Survey Crew	\$170.00	\$190.00
Three-Man Survey Crew	\$225.00	\$275.00
Four-Man Survey Crew	\$275.00	\$365.00
Subsurface Utility Locating Crew	\$180.00	\$200.00
Drone	\$285.00	
INSPECTION SERVICES		
Construction Manager	\$160.00	\$190.00
Senior Construction Inspector III	\$100.00	\$120.00
Senior Construction Inspector II	\$90.00	\$105.00
Senior Construction Inspector I	\$85.00	\$100.00
DIRECT EXPENSE		
Mileage	\$0.725/Mile	
Stakes	\$1.25/Each	
Hubs	\$0.60/Each	
Metal T-Posts	\$6.00/Each	
Flags	\$0.15/Each	
Roll Flagging	\$2.50/Roll	
Paint per Can	\$8.00/Each	
Plotting	\$2.00/Sq. Ft.	
Printing	\$0.30/Each	
Supplies & Misc. Expense	Cost Plus 15%	

EXHIBIT 2

Detailed Scope of Engineer's Services

Engineer agrees to perform the following "Services" for the Project (check all that apply). All capitalized terms shall have the same meaning as used in the Agreement, unless otherwise defined herein.

Design Services

As part of the Engineering Design Phase, Engineer agrees to provide the following Services:

1. Receive a record design survey from owner for use in preparation of construction plans.
2. Prepare, from the record survey, the Preliminary Design Documents consisting of design criteria, drawings, and specifications to include:
 - a) Existing Conditions and Demolition Plan, including Utility Relocations.
 - b) Grading & Drainage Plan (to include storm water calculations as required for permitting).
 - c) Erosion Control/SWPPP Plan.
 - d) Civil specifications, details, and supplementary information needed for permit approval.

The Engineer shall ensure that the Preliminary Design Documents and the Final Construction Documents comply with any applicable laws, rules, regulations, ordinances, and codes.

3. Furnish copies of the Preliminary Design Documents to the Owner for review.
4. Finalize all drawings consistent with industry standards and requirements of governmental authorities having jurisdiction over the Project for use as construction plans. Prepare the required plan documents for construction including contract forms, general conditions, technical specifications and other documents, as required to complete the Engineering Design Phase (the "Construction Documents").
5. Furnish Engineering data and Construction Documents to governmental authorities having jurisdiction over the Project necessary for approval of the Project, and coordinate as necessary with governmental authorities, Mississippi 811, utility companies, and other service providers to ensure that all necessary approvals are obtained and that the planned construction work will not damage existing facilities. Attendance at meetings related to zoning or community board approvals will be billed as Additional Services.
6. Advise the Owner of any adjustment to previous Engineer's Opinion of Probable Construction Cost when changes in requirements, general market conditions or other conditions so warrant.
7. Furnish final copies of the Construction Documents to Owner for review and approval.
8. Advise the Owner as to the necessity of his obtaining further additional services and if authorized, provide, or assist in procuring such services.

☒ **Construction Phase Services**

Upon award of a contract to a qualified bidder based upon the Construction Documents compiled by the Engineer ("Construction Contract"), Engineer agrees to provide the following Services as part of the Construction Phase:

1. The Engineer will visit the Project site at regular intervals appropriate to the stage of construction to become familiar with the progress and quality of the Constructor's work (the "Work"), and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor to the Owner or Engineer, and (2) defects and deficiencies observed in the Work. However, the Engineer shall not be required to make exhaustive observations to check the quality or quantity of the Work. The Engineer is not responsible for the Constructor's failure to execute the work in accordance with the Construction Contract.
2. The Engineer is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions by the Constructor in connection with the Work.
3. The Engineer will consult in good faith with the Owner regarding the Project, the Work, and the design. The Engineer will make recommendations to the Owner on all claims relating to the execution and progress of the Work. The Owner shall not modify the Construction Documents without the consent of the Engineer. The Engineer's decisions in matters relating to the Engineer's design shall be final.
4. Upon request, the Engineer will, within a reasonable amount of time, review one set of shop drawings, samples, and other submittals of the Constructor only for general conformance to the design concept of the Project and for general consistency with the Construction Documents. The Engineer will identify any conflicts it observes, but the Engineer's limited review is not a guaranty or warranty that the Constructor's shop drawings, samples, or other submittals are satisfactory or accurate and Constructor shall remain solely responsible for its shop drawings, samples, and other submittals.
5. The Engineer will evaluate changes in the Work requested by the Owner or the Constructor or as required by the conditions in the field. The Engineer shall have authority to order or permit minor changes in the Work. Any change necessary or incidental to the scope of the Project as originally bid resulting in more than a one (1.0) percent increase in Project cost must be presented to the Owner as a written Change Order for approval.
6. The Engineer shall not be responsible for the defects or omissions in the work product of the Constructor, or any subcontractor, or any of the Constructor's or subcontractor's employees, or that of any other persons or entities responsible for performing any of the work items as contained in the Construction Contract.
7. Upon request by the Owner, the Constructor will, within a reasonable amount of time or as otherwise agreed, furnish (i) construction testing data including but not limited to reports, test borings, test pits, probing's, subsurface exploration, soil bearing values, percolation tests, ground

corrosion and resistivity tests, asphalt mix-design, asphalt core testing, all with appropriate professional interpretation, and/or (ii) construction materials testing by staff or commercial laboratories to check materials incorporated into the Work for compliance with the Project specifications. The cost of any such testing shall be borne by the Owner and will be billed as Additional Services. The Owner acknowledges that each test result applies only to the sample tested and is not necessarily representative of the whole. Accordingly, the Owner agrees to hold harmless, defend, and indemnify Engineer for any claims based on improper testing outside of the area that was actually sampled and tested.

8. The Engineer will, at appropriate times, coordinate and work with the Constructor to ensure that the appropriate governmental authorities required to approve the Construction Documents are notified and that utility services are provided to the Project as needed.
9. The Engineer will review Constructor's invoices for payment and consult with the Owner regarding whether the Work has been completed to an extent and quality that would justify or require the Owner to make the requested payment to the Contractor. The Owner acknowledges that any recommendation for payment made by Engineer is based on an observation only and not an inspection of the completed Work as represented by the Constructor.
10. The Engineer will consult with the Owner regarding determinations of completion of each aspect of the Project. Then Engineer will provide a punchlist of any necessary for final completion of the Construction Contract. If additional punchlists or inspections are required, the Engineer will bill for such time as Additional Services.
11. The Engineer will consult with the Owner regarding when warranty periods begin and end with regard to the Work.
12. The Engineer will prepare a record set of as-built drawings conforming to construction records provided to the Engineer and other observations, notes, and records prepared or observed by the Engineer during the construction process.



April 22, 2026

City of Byram
P.O. Box 720222
Byram, MS 39272

Re: Proposal for Topographic Surveying and
Subsurface Utility Locating for
Byram Drainage Projects
Barrington Drive, Alixandria Drive, & Windmill Drive
Byram, Mississippi

Attn: Richard White, Mayor

This is an Agreement between the **City of Byram** (Owner) and **McMaster and Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Byram Drainage Projects** (Project). Engineer's services under this Agreement (Services) are generally identified as **Topographic Surveying and Subsurface Utility Locating**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, as more fully set forth in Exhibit 2, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items. Owner agrees to defend, indemnify, and hold harmless Engineer for any actual or threatened claims, causes of action, liability, or damages arising out of or related to any failures of Owner under this Section 2.1.

B.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such

additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- C. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **Thirty (30) months from the effective date of the agreement or upon completion of construction of the work.**
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraphs 4.01.E and 4.01.F. ("Reimbursable Expenses"). Unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **Ten (10%) Percent.**

E. Basis of Payment

1. Not-to-Exceed Fee. Owner shall pay Engineer for Services as follows:
 - a. Fees for Topographic Surveying and Subsurface Utility Locate will be a Not-to-Exceed Fee of Eighteen Thousand, Five Hundred Dollars **(\$18,500.00)**.
 - 1) Barrington Drive **-\$9,500.00**
 - 2) Alixandria Drive **-\$4,500.00**
 - 3) Windmill Drive **-\$4,500.00**
 - b. In addition to the Not-to-Exceed amount, reimbursement of Reimbursable Expenses (if required):
 - 1) Environmental Services
 - 2) Geotechnical Services.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

- F. Additional Services: "Additional Services" are that services provided by Engineer that go beyond the Services expressly set forth in Exhibit 2. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C,

or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment for (i) a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F, and (ii) Engineer's anticipated profit for the remaining Services under this Agreement.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality for a project of a similar size, scope, and complexity. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost ("Engineer's Opinion of Probable Construction Cost"), if any, are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall defend, indemnify, and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or

causes, and (2)) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, whichever is greater; provided, however, that in no event will Engineer's liability exceed available insurance coverage. Owner further agrees to relieve and hold harmless Engineer from any liability for minor errors and omissions that increase the project budget by no more than five percent (5%).

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated by a mediator mutually approved by Owner and Engineer. The mediation will occur within 60 days following the 30-day good-faith negotiation period, unless otherwise agreed by the parties. If mediation is unsuccessful, then the parties may exercise their rights at law. Any legal proceeding related to or involving this Agreement shall be brought in a state or federal court with competent jurisdiction in Madison County, Mississippi.
- K. This Agreement is to be governed by the laws of the state of Mississippi without regard to conflict of laws principles.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; (4) providing legal advice or representation, (5) serving as a Construction Manager, or (6) providing any other professional services not expressly identified in the Services being provided under this Agreement.
- M. Definitions
- N. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- O. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations

regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

7.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

8.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Exhibit 1, Detailed Scope of Engineer's Services

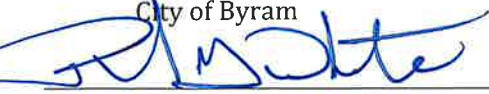
Exhibit 2, 2026 Hourly Rates for Services

This Agreement's Effective Date is April 22, 2026.

Owner:

RICHARD WHITE

City of Byram

By: 

Richard White, Mayor

Date:

4/23/26

(date signed)

Name:

RICHARD WHITE

(typed or printed)

Title:

MAYOR

(typed or printed)

Address for giving notices:

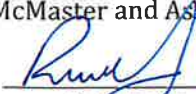
PO BOX 720222
BYRAM, MS 39272

Engineer:

Ron McMaster, Jr.

McMaster and Associates, Inc.

By:



Ron McMaster, Jr., P.E., P.S.

Date:

April 22, 2026

(date signed)

Name:

Ron McMaster, Jr.

(typed or printed)

Title:

President

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Phone:

Email:

EXHIBIT 1

Detailed Scope of Engineer's Services

Engineer agrees to perform the following "Services" for the Project (check all that apply). All capitalized terms shall have the same meaning as used in the Agreement, unless otherwise defined herein.

- **Land Surveying Services**

1. Review deed research to obtain information relative to existing land corners in the area.
2. Perform a field reconnaissance of the project to determine positions of existing property corners from the record survey.
3. Perform a planimetric and S.U.E. survey to Class 'B' specifications in accordance with the American Society of Civil Engineer's "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" sufficient to provide location of existing improvements to include trees, buildings, storm drain inlets, sanitary sewer manholes and mains, water mains, gas mains, communication lines, electrical lines, paved streets, sidewalks, curbs, etc. located on/or in close proximity to the selected areas. Ground Penetrating Radar (GPR) and Magnetic Locating Equipment will be utilized for the utility work.
4. Perform a topographic survey sufficient to provide one (1) foot contour intervals for design purposes.
5. Office computations.
6. Prepare a final plat showing the results of the survey to Class "B" specifications in accordance with minimum standards for surveys in the State of Mississippi.

McMaster & Associates, Inc.
2026 Hourly Rates for Services

CATERGORY	BASE RATE	OVERTIME RATE
PROFESSIONAL SERVICES		
Principal	\$250.00	
Senior Professional Engineer	\$190.00	
Professional Engineer	\$160.00	
Registered Landscape Architect	\$150.00	
Engineering Intern	\$120.00	
Senior Professional Surveyor	\$180.00	
Professional Surveyor	\$130.00	
Surveying Intern	\$105.00	
OFFICE SERVICES		
Senior Technician III	\$100.00	
Senior Technician II	\$90.00	
Senior Technician I	\$80.00	
Engineering Technician III	\$150.00	
Engineering Technician II	\$120.00	
Engineering Technician I	\$110.00	
Administrative Assistant	\$80.00	
FIELD SURVEYING SERVICES		
Two-Man Survey Crew	\$170.00	\$190.00
Three-Man Survey Crew	\$225.00	\$275.00
Four-Man Survey Crew	\$275.00	\$365.00
Subsurface Utility Locating Crew	\$180.00	\$200.00
Drone	\$285.00	
INSPECTION SERVICES		
Construction Manager	\$160.00	\$190.00
Senior Construction Inspector III	\$100.00	\$120.00
Senior Construction Inspector II	\$90.00	\$105.00
Senior Construction Inspector I	\$85.00	\$100.00
DIRECT EXPENSE		
Mileage	\$0.725/Mile	
Stakes	\$1.25/Each	
Hubs	\$0.60/Each	
Metal T-Posts	\$6.00/Each	
Flags	\$0.15/Each	
Roll Flagging	\$2.50/Roll	
Paint per Can	\$8.00/Each	
Plotting	\$2.00/Sq. Ft.	
Printing	\$0.30/Each	
Supplies & Misc. Expense	Cost Plus 15%	

**PROCLAMATION TO CELEBRATE THE 57TH
ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK**

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants; and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community; and

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, county and international professional organizations;

Now, Therefore, we, the Mayor and Board of Aldermen of the City of Byram, Mississippi, do hereby recognize the week of May 3rd through May 9th, 2026, as

Professional Municipal Clerks Week.

Dated this 23rd day of April, 2026.

Richard White, Mayor

Erma Johnson, Mayor Pro-Tem

Diandra Hosey Sanders, Alderman, Ward I

Robert Amos, Alderman, Ward II

Teresa Mack, Alderman, Ward IV

Roschelle Gibson, Alderman Ward V

Chris Carson, Alderman Ward VI

Roshunda Harris-Allen, Alderman-At-Large



CITY OF BYRAM

Claims Docket

04/02/2026 - 04/15/2026

APRIL 24, 2026

Paid Claims:

PACKET # 9585	\$6,373.75	04/10/2026 AGENDA RUN (AP AUTOMATION)	Page 1 attached
PACKET # 9586	\$3,333.16	04/10/2026 AGENDA RUN (IN HOUSE)	Pages 2 - 3 attached
PACKET # 9589	\$7,641.14	04/10/2026 AGENDA RUN (AP AUTOMATION SEWER)	Page 4 attached

Unpaid Claims:

PACKET #9582	\$33,805.94	04/24/2026 2ND A/P (AP AUTOMATION)	Pages 5 - 8 attached
PACKET # 9583	\$2,176.88	04/24/2026 2ND A/P (AP AUTOMATION SEWER)	Page 9 attached
PACKET # 9584	\$22,662.38	04/24/2026 2ND A/P (IN HOUSE)	Page 10 attached

Total Claims:	\$75,993.25
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City of Byram, MS

Docket of Claims Register

APPKT009585 - AGENDA RUN 04/10/2026 (AP AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
01992	C SPIRE BUSINESS SOLUTIONS 0000684790-93	DKT0042140 PHONES ALL DEPARTMENTS	Invoice	03/26/2026	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	5,489.35 126.81 169.84 1,174.88 1,923.27 1,246.35 169.64 339.28 339.28
00052	COMCAST PW03282026	DKT0042141 ACCT # 8396 41 046 0073014 (04/03/2026)	Invoice	03/28/2026	ACCT # 8396 41 046 0073014 (04/03/2026)	001-301-605 400-700-605	157.04 78.52 78.52
03342	PRIMO BRANDS 06D8750007440	DKT0042142 PD WATER	Invoice	04/07/2026	PD WATER	001-200-650	162.36 162.36
00848	PUCKETT MACHINERY COMPANY WOEN5538984	DKT0042143 GENERATOR ANNUAL INSPECTION, CIT	Invoice	12/31/2025	GENERATOR ANNUAL INSPECTION, CIT	001-195-575	565.00 565.00
Total Claims: 4						Total Payment Amount:	6,373.75



City of Byram, MS

Docket of Claims Register

APPKT009586 - AGENDA RUN 04/10/2026 (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
00048	CENTERPOINT ENERGY PD04022026-1	DKT0042125 ACCT # 6402101524-9 (POLICE) 02/25,	Invoice	04/02/2026	ACCT # 6402101524-9 (POLICE) 02/25,	001-200-630	49.25
00048	CENTERPOINT ENERGY CH04022026	DKT0042126 ACCT # 10679376-3 (GENERATOR) 02/	Invoice	04/02/2026	ACCT # 10679376-3 (GENERATOR) 02/	001-195-630	1,462.38
00048	CENTERPOINT ENERGY PW04022026-1	DKT0042127 ACCT # 11826065-2 (GENERATOR) 02/	Invoice	04/02/2026	ACCT # 11826065-2 (GENERATOR) 02/	400-700-630	242.60
00048	CENTERPOINT ENERGY FD04022026	DKT0042128 ACCT # 6400010056-6 (FIRE) 02/25/20	Invoice	04/02/2026	ACCT # 6400010056-6 (FIRE) 02/25/20	001-260-630	105.35
00048	CENTERPOINT ENERGY PW04022026	DKT0042129 ACCT# 9314167-9 (PUBLIC WORKS) 02	Invoice	04/02/2026	ACCT# 9314167-9 (PUBLIC WORKS) 02	001-301-630 400-700-630	96.98 48.49 48.49
00048	CENTERPOINT ENERGY PD04022026	DKT0042130 ACCT # 8751379-2 (POLICE) 02/25/20	Invoice	04/02/2026	ACCT # 8751379-2 (POLICE) 02/25/20	001-200-630	132.79
02888	HILLIARD, CALVIN 1851544	DKT0042131 REIMBURSEMENT - EMT RECERTIFICATI	Invoice	03/17/2026	REIMBURSEMENT - EMT RECERTIFICATI	001-260-696	25.00
01862	HORTON, HARRY 00060325 1851236	DKT0042132 REIMBURSEMENT - EMS CERTIFICATIO REIMBURSEMENT - EMT RECERTIFICATI	Invoice Invoice	03/31/2026 03/17/2026	REIMBURSEMENT - EMS CERTIFICATIO REIMBURSEMENT - EMT RECERTIFICATI	001-260-696 001-260-696	65.00 40.00 25.00
02889	JONES, DESMOND 1882923	DKT0042133 REIMBURSEMENT - EMT RECERTIFICATI	Invoice	03/27/2026	REIMBURSEMENT - EMT RECERTIFICATI	001-260-696	25.00
02952	JONES, JOHN 1854195	DKT0042134 REIMBURSEMENT - EMT RECERTIFICATI	Invoice	03/18/2026	REIMBURSEMENT - EMT RECERTIFICATI	001-260-696	25.00
02821	KELLEY, BOBBY 1871408	DKT0042135 REIMBUREMENT - EMT RECERTIFICATI	Invoice	03/24/2026	REIMBUREMENT - EMT RECERTIFICATI	001-260-696	25.00
01200	MS DEPARTMENT OF ARCHIVES 04082026	DKT0042136 OCTOBER 1,2025 THROUGH APRIL 8,2	Invoice	04/08/2026	OCTOBER 1,2025 THROUGH APRIL 8,2	001-000-110	893.00
00028	PETTY CASH CUSTODIAN / CYNTI 04092026	DKT0042137 REIMBURSEMENT TO PETTY CASH	Invoice	04/09/2026	REIMBURSEMENT TO PETTY CASH	001-195-505 001-195-681 001-200-505	135.81 52.79 55.34 27.68
02953	REED, DRAMARKUS 1858509	DKT0042138 REIMBURSEMENT - EMT RECERTIFICATI	Invoice	03/19/2026	REIMBURSEMENT - EMT RECERTIFICATI	001-260-696	25.00

Docket of Claims Register

APPKT009586 - AGENDA RUN 04/10/2026 (IN HOUSE)

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
02954	SMITH, SCOTT	DKT0042139	Invoice	03/19/2026	REIMBURSEMENT - EMT RECERTIFICAT	001-260-696	25.00
	1858478	REIMBURSEMENT - EMT RECERTIFICAT					25.00
Total Claims: 15						Total Payment Amount:	3,333.16



City of Byram, MS

Docket of Claims Register

APPKT009589 - AGENDA RUN 04/10/2026 (AP AUTOMATION SEWER)

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
02419	MCMaster & Associates, Inc.	04022026	DKT0042144	PROFESSIONAL SERVICES THROUGH 0:	Invoice	04/02/2026	PROFESSIONAL SERVICES THROUGH 0:	400-700-602	7,641.14
								Total Claims: 1	Total Payment Amount: 7,641.14



City of Byram, MS

Docket of Claims Register

APPKT009582 - 2ND A/P 04/24/2026 (AP AUTOMATION)

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
02047	AMAZON CAPITAL SERVICES	11XX-FPQF-VHY1	DKT0042145	I CLOVER SHOOTING MATS (8)	Invoice	04/06/2026	I CLOVER SHOOTING MATS (8)	001-200-505	157.52	1,196.10
		13N9-7X1X-D1KP		ENGINE CAMSHAFT POSITION SENSOR	Invoice	03/30/2026	ENGINE CAMSHAFT POSITION SENSOR	001-260-570	69.62	
		14G9-HVPL-7MQ1		FD WIFI SIGNAL BOOSTERS, WIRELESS	Invoice	03/30/2026	FD WIFI SIGNAL BOOSTERS, WIRELESS	001-260-560	834.18	
							PO8656 FD WIFI EXTENDER SIGNAL BC	001-260-560	99.92	
		19JY-GVDT-TCHC		FILE FOLDERS, CAMPER / RV LEVEL	Invoice	04/06/2026	FILE FOLDERS, CAMPER / RV LEVEL	001-280-505	4.88	
								400-700-500	29.98	
02960	BRADY INDUSTRIES OF MISSISSIP	11510663	DKT0042146	CENTERPULL PAPER TOWELS	Invoice	04/01/2026	CENTERPULL PAPER TOWELS	001-195-510	27.69	27.69
03193	CHEMPRO SERVICES, INC	23616	DKT0042147	CURB SPRAYING HINDS PARKWAY	Invoice	03/31/2026	CURB SPRAYING HINDS PARKWAY	001-301-638	3,500.00	3,500.00
01197	CINTAS CORPORATION #210	4264301631	DKT0042148	UNIFORM RENTALS	Invoice	03/30/2026	UNIFORM RENTALS	001-301-535	21.46	80.34
								001-550-535	5.32	
		4265081962		UNIFORM RENTALS	Invoice	04/06/2026	UNIFORM RENTALS	001-301-535	21.46	
								001-550-535	5.32	
		4265808486		UNIFORM RENTAL	Invoice	04/13/2026	UNIFORM RENTAL	001-301-535	21.46	
								001-550-535	5.32	
02673	COTTEN, JOSEPH R. JRE	6661	DKT0042149	REPAIR LIMB TRUCK	Invoice	04/08/2026	REPAIR LIMB TRUCK	001-301-570	821.42	821.42
00018	ELLIOTT SECURITY & ELECTRONIK	27531	DKT0042150	MONTHLY MONITORING	Invoice	04/01/2026	MONTHLY MONITORING	001-195-605	45.90	102.00
								001-301-605	28.05	
								400-700-605	28.05	
00941	ENVIRONMENT MASTERS	490129455	DKT0042151	CH PLANNED MAINTENANCE	Invoice	04/13/2026	CH PLANNED MAINTENANCE	001-195-575	427.50	427.50
00913	FIRST NATIONAL BANK OF OMAH	INV348234600	DKT0042152	ZOOM MEETING 04/02/2026 - 05/01/	Invoice	04/02/2026	ZOOM MEETING 04/02/2026 - 05/01/	001-110-681	7.99	15.99
								001-195-681	8.00	

Docket of Claims Register

APPKT009582 - 2ND A/P 04/24/2026 (AP AUTOMATION)

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00058	FLEETCOR TECHNOLOGIES OPER. NP0368353	DKT0042153 VEHICLE FUEL FOR 04/13/2026 - 04/13/2026	Invoice	04/20/2026	VEHICLE FUEL FOR 04/13/2026 - 04/13/2026	001-190-525 001-200-525 001-260-525 001-280-525 001-301-525 001-550-525 400-700-525	12,747.99 41.25 2,655.49 293.58 140.24 531.45 159.51 235.95
	NP70309343	VEHICLE FUEL FOR 03/30/2026 - 04/06/2026	Invoice	04/06/2026	VEHICLE FUEL FOR 03/30/2026 - 04/06/2026	001-190-525 001-200-525 001-260-525 001-280-525 001-301-525 001-550-525 400-700-525	65.35 3,182.23 441.47 75.60 457.26 160.08 57.02
	NP70338470	VEHICLE FUEL FOR 04/06/2026 - 04/13/2026	Invoice	04/13/2026	VEHICLE FUEL FOR 04/06/2026 - 04/13/2026	001-190-525 001-200-525 001-260-525 001-280-525 001-301-525 001-550-525 400-700-525	68.92 2,637.60 459.97 75.52 673.02 163.73 172.75
02826	GANNETT MEDIA CORP 0007630666	DKT0042154 NOTICE OF PUBLIC HEARING 03/26/20	Invoice	03/31/2026	NOTICE OF PUBLIC HEARING 03/26/20	001-195-615	33.32 33.32

Docket of Claims Register

APPKT009582 - 2ND A/P 04/24/2026 (AP AUTOMATION)

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	125611	DKT0042155	MONTHLY SERVICE CONTRACT	Invoice	04/01/2026	MONTHLY SERVICE CONTRACT	001-110-650	7,681.66	
								001-140-650	150.00	
									502.50	
									120.00	
									502.50	
									1,005.00	
									720.00	
									120.00	
									240.00	
		125726	ICS CLOUD SERVER HOSTING	DKT0042155	MONTHLY SERVICE CONTRACT	Invoice	04/06/2026	ICS CLOUD SERVER HOSTING	001-100-650	529.00
	001-110-650								438.00	
	001-120-650								43.00	
	001-140-650								401.00	
	001-190-650								62.50	
	001-195-650								47.50	
	001-200-650								1,562.16	
	001-260-650								661.00	
001-280-650	140.00									
001-301-650	187.50									
								125.00		
								125.00		
								400-700-650	125.00	
00069	JACKSON PAPER		DKT0042156						325.50	
	1447661		MULTIFOLD TOWELS, CAN LINERS	Invoice	04/06/2026	MULTIFOLD TOWELS, CAN LINERS	001-200-510		46.40	
	1447782		HYGIENE MATTING, PINE CLEANER, LE	Invoice	04/08/2026	HYGIENE MATTING, PINE CLEANER, LE	001-195-510		239.60	
	1447903		TISSUE	Invoice	04/08/2026	TISSUE	001-550-510		39.50	
02855	JXN WATER INC		DKT0042157						81.20	
	PD04082026		ACCT # 3179300000 (03/08/2026 - 04,	Invoice	04/08/2026	ACCT # 3179300000 (03/08/2026 - 04,	001-200-630		81.20	
02855	JXN WATER INC		DKT0042158						325.80	
	PW04082026		ACCT # 9956300000 (03/08/2026 - 04,	Invoice	04/08/2026	ACCT # 9956300000 (03/08/2026 - 04,	001-301-630		162.90	
							400-700-630		162.90	
02549	MAGCOR INDUSTRIES		DKT0042159						188.00	
	137628		ENVELOPES	Invoice	04/10/2026	ENVELOPES	001-195-500		188.00	
02419	MCMMASTER & ASSOCIATES, INC.		DKT0042160						1,017.50	
	04132026-3		JOB NO. M-3353 NATURE PARK / SOCC	Invoice	04/13/2026	JOB NO. M-3353 NATURE PARK / SOCC	101-550-602		1,017.50	
00096	O'REILLY AUTOMOTIVE STORES,		DKT0042161						289.64	
	1676-330387		SEAT COVER, TIRE GEL, MICRO PAD	Invoice	02/26/2026	SEAT COVER, TIRE GEL, MICRO PAD	001-550-505		54.47	
	1676-340328		CRKCAS FLTR, ANTIFREEZE (2), MOTOR	Invoice	04/14/2026	CRKCAS FLTR, ANTIFREEZE (2), MOTOR	001-260-570		235.17	

Docket of Claims Register

APPKT009582 - 2ND A/P 04/24/2026 (AP AUTOMATION)

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00345	PRECISION PEST MANAGEMENT 44572	DKT0042162 PW PEST CONTROL	Invoice	04/14/2026	PW PEST CONTROL	001-301-560 400-700-560	505.00 30.00 30.00
	44573	PD PEST CONTROL	Invoice	04/14/2026	PD PEST CONTROL	001-200-560	75.00
	44574	DAVIS ROAD PARK PEST CONTROL	Invoice	04/14/2026	DAVIS ROAD PARK PEST CONTROL	001-550-560	60.00
	44575	FD-2 PEST CONTROL	Invoice	04/14/2026	FD-2 PEST CONTROL	001-260-560	100.00
	44576	FD PEST CONTROL	Invoice	04/14/2026	FD PEST CONTROL	001-260-560	135.00
	44577	CH PEST CONTROL	Invoice	04/14/2026	CH PEST CONTROL	001-195-560	75.00
02914	QUAD INTERMED COMPANY, LLC 16504	DKT0042163 PRE EMPLOYMENT DRUG SCREEN	Invoice	04/06/2026	PRE EMPLOYMENT DRUG SCREEN	001-200-699	94.00 94.00
00089	REVELL HARDWARE 204344/4 204400/4 204444/4 204445/4 204506/4	DKT0042164 MOLD & MILDEW REMOVER SLEDGE HANDLE, EPOXY, EMPLOYEES SEAL FOAM PLUS CONCRETE MIX FILLER CAP, BELT DECK CUTTER DRIVE	Invoice Invoice Invoice Invoice Invoice	04/02/2026 04/06/2026 04/09/2026 04/09/2026 04/13/2026	MOLD & MILDEW REMOVER SLEDGE HANDLE, EPOXY, EMPLOYEES SEAL FOAM PLUS CONCRETE MIX FILLER CAP, BELT DECK CUTTER DRIVE	001-301-542 001-301-505 001-301-571 001-280-505 001-550-575	169.88 13.01 29.81 10.19 4.59 112.28
00340	THORNTON, MELVIN G 89852	DKT0042165 FD COIL PACK, OIL CHANGE	Invoice	04/10/2026	FD COIL PACK, OIL CHANGE	001-260-570	222.16 222.16
02198	WILLIAMS SCOTSMAN, INC 9025924422	DKT0042166 LIBRARY - BLDG RENT 04/06/2026-05/	Invoice	04/06/2026	LIBRARY - BLDG RENT 04/06/2026-05/	001-195-688	3,953.25 3,953.25
Total Claims: 22						Total Payment Amount:	33,805.94



City of Byram, MS

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Docket of Claims Register

APPKT009583 - 2ND A/P 04/24/2026 (AP AUTOMATION SEWER)

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
02414	DIVERSIFIED COMPANIES, LLC	2026-8991	DKT0042179	PRINT PROCESS MAIL FOR MARCH	Invoice	03/26/2026	PRINT PROCESS MAIL FOR MARCH	400-700-681	1,818.23
		2026-8991-P		POSTAGE FOR MARCH SEWER BILLS	Invoice	03/26/2026	POSTAGE FOR MARCH SEWER BILLS	400-700-608	344.90
									1,473.33
00066	INNOVATIVE COMPUTER SOLUTI	125611-S	DKT0042180	SEWER - MONTHLY SERVICE CONTRAC	Invoice	04/01/2026	SEWER - MONTHLY SERVICE CONTRAC	400-700-650	240.00
00089	REVELL HARDWARE	204476/4	DKT0042181	KEY	Invoice	04/10/2026	KEY	400-700-505	240.00
		204502/4		NUTS, BOLTS, FASTENERS	Invoice	04/13/2026	NUTS, BOLTS, FASTENERS	400-700-505	18.65
01909	TRANSUNION RISK AND ALTERN/	4845521-202603-1	DKT0042182	SEWER COLLECTIONS 03/01/2026 - 03	Invoice	04/01/2026	SEWER COLLECTIONS 03/01/2026 - 03	400-700-681	3.49
									15.16
									100.00
									100.00
Total Claims: 4								Total Payment Amount:	2,176.88



City of Byram, MS

Docket of Claims Register

APPKT009584 - 2ND A/P 04/24/2026 (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
03257	ADCO ELECTRIC, INC.	29043	DKT0042167	FD REPAIR PARKING LOT LIGHTS, STATI	Invoice	10/30/2025	FD REPAIR PARKING LOT LIGHTS, STATI	001-260-560	192.04
02932	CITY OF BYRAM CADENCE GENE	04132026	DKT0042168	REFUND OF OVERPAYMENT	Invoice	04/13/2026	REFUND OF OVERPAYMENT	400-000-148	9,000.00
0005	ENTERGY	370004492733	DKT0042169	ACCT # 162483564 (POLICE - 2) 03/10,	Invoice	04/10/2026	ACCT # 162483564 (POLICE - 2) 03/10,	001-200-630	179.37
0005	ENTERGY	390004409512	DKT0042170	ACCT # 94799053 (POLICE) 03/10/202	Invoice	04/10/2026	ACCT # 94799053 (POLICE) 03/10/202	001-200-630	1,078.14
0005	ENTERGY	460003705278	DKT0042171	ACCT# 100229020 (PUBLIC WORKS) 03	Invoice	04/10/2026	ACCT# 100229020 (PUBLIC WORKS) 03	001-301-630 400-700-630	590.56 295.28 295.28
02794	EPIC SPORTS	8804761	DKT0042172	FD SHORTS & T-SHIRTS FIRE ACADEMY	Invoice	03/26/2026	FD SHORTS & T-SHIRTS FIRE ACADEMY	001-260-535 001-260-535	57.71 46.55 11.16
01934	G & O SUPPLY COMPANY, INC	J19379	DKT0042173	DRAINAGE PIPE	Invoice	02/06/2026	DRAINAGE PIPE	001-301-571	5,686.48
		J19511		PIPE FOR SUMMERTON DR	Invoice	03/24/2026	PIPE FOR SUMMERTON DR	001-301-571	2,619.08 3,067.40
02447	MS SUPREME COURT	04012026	DKT0042174	PAULA MORRISON (PJ801) 01/01/2026	Invoice	04/01/2026	PAULA MORRISON (PJ801) 01/01/2026	001-110-681	5.00
02817	QUINN, SHAMEKA R	1596695	DKT0042175	REIMBURSEMENT FOR SOCCER UNIFC	Invoice	02/13/2026	REIMBURSEMENT FOR SOCCER UNIFC	001-550-501	645.12
02873	RESOURCE ENTERTAINMENT LLC	04132026	DKT0042176	MUSIC FOR SWINGING BRIDGE FESTIV	Invoice	04/13/2026	MUSIC FOR SWINGING BRIDGE FESTIV	100-550-676	2,000.00
03212	TKB SERVICES	1423	DKT0042177	GRASS MOW @ SIWELL, GARY & TERR	Invoice	04/01/2026	GRASS MOW @ SIWELL, GARY & TERR	001-301-638	3,000.00
		1423-2		GRASS MOW @ SIWELL, GARY & TERR	Invoice	04/01/2026	GRASS MOW @ SIWELL, GARY & TERR	001-301-638	1,500.00 1,500.00
02917	TRACTOR SUPPLY CREDIT PLAN	2441478745	DKT0042178	KEEP BYRAM BEAUTIFUL SUPPLIES	Invoice	04/17/2026	KEEP BYRAM BEAUTIFUL SUPPLIES	001-301-686	227.96
Total Claims: 12									Total Payment Amount: 22,662.38

CHANGE ORDER

OWNER: CITY OF BYRAM

CONTRACTOR: CORNERSTONE UNDERGROUND & EXCAVATION, INC.

DATE: 02-18-2026

CHANGE ORDER NUMBER: #1

PROJECT NAME: CDBG DRAINAGE IMPROVEMENTS PROJECT

Description: Add the additional items to the Contract for boring of waterline along Lakeland Drive

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	APPROX. QUANTITY	TOTAL CONTRACT CHANGE
5	EXCESS EXCAVATION	C.Y.	\$3.25	12,480.00	\$40,560.00
7	BLACK VINYL COATED FENCE	L.F.	\$24.00	750	\$18,000.00
11	SILT FENCE	L.F.	\$5.00	460	\$2,300.00
ORIGINAL CONTRACT AMOUNT					\$906,245.00
CONTRACT CHANGE (\$) (%)					(+) \$60,860.00 (6.72%)
REVISED CONTRACT AMOUNT					\$967,105.00

THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVICIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: 
ENGINEER (Signature)

2-25-2026
DATE

ACCEPTED BY: 
CONTRACTOR (Signature)

2-25-2026
DATE

APPROVED BY: 
OWNER (Signature)

4-16-26
DATE

**CITY OF BYRAM
CDBG DRAINAGE IMPROVEMENTS PROJECT
CHANGE ORDER 1 JUSTIFICATION
(SUMMARY CHANGE ORDER)**

The above referenced project is complete as far as the construction work. Three of the quantities had to be adjusted upon final completion. The following is a justification for the additional quantities.

1. EXCESS EXCAVATION 12,480 C.Y.

The original quantity for excess excavation was 105,600 C.Y. During the construction phase some high spots were identified that were between 20 to thirty feet in diameter. These did not show up in the original topographic survey which was based on a 100 foot grid. The area was covered with pines trees and underbrush when the topographic survey was done and were not apparent during the field work. This accounted for about half of the excess excavation. Also, some areas required a little more grading to eliminate some ponding that was adjacent to the project site so that no water was ponded. This accounted for the remainder of the excess excavation.

2. BLACK VINYL COATED FENCE 750 L.F.

During the project in order to spoil the excess excavation, some of the spoil was placed behind the levee on a very flat slope. With the spoil being adjacent to the levee structure, the fence was extended to include this spoil behind the levee to project it from joy riding and four wheelers that could damage the area and cause erosion which could ultimately impact the levee and cause significant damage.

3. SILT FENCE 460 L.F.

The storm water permit for this project was approved with an additional run of silt fence being required in some areas providing a triple run of silt fence instead of the double run that was originally designed. This caused some additional silt fence to be required for the project.

Richard White, Mayor
Erma Johnson, Mayor Pro Tem
Diandra Hosey Sanders, Alderman Ward II
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

April 28, 2026

The Honorable Tate Reeves
Governor of the State of Mississippi

The Honorable Delbert Hoisemann
Lieutenant Governor of the State of Mississippi

The Honorable Michael Watson
Secretary of State of the State of Mississippi

The Honorable John Horhne
Mayor of the City of Jackson, Mississippi

Re: Appointment to the Metro Jackson Water Authority Board

Dear Governor Reeves, Lieutenant Governor Hosemann, Secretary of State Watson and Mayor Horhne,

The City of Byram respectfully submits this correspondence to formally notify your offices of the appointment of Mr. Tramone Smith, P.E., BCEE, MSCE as Member At Large representing the City of Byram on the Metro Jackson Water Authority Board.

This appointment was made by the Mayor and the Board of Aldermen of the City of Byram during a duly convened meeting of the governing authority. A motion to appoint Mr. Smith was made by Alderman Robert Amos, seconded by Alderman Chris Carson, and the motion passed unanimously.

The City of Byram is confident that Mr. Smith will serve with diligence and professionalism in this important role and will represent the interests of the City and its residents effectively on the Metro Jackson Water Authority Board.

Please accept this letter as the City of Byram's official notification of this appointment. Should your offices require any additional information or documentation, please do not hesitate to contact us.

Respectfully submitted,

A handwritten signature in blue ink that reads "Julia Kraft". The signature is written in a cursive style.

Julia Kraft, CMC
City Clerk, City of Byram