CITY OF BYRAM
AGENDA FOR REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
THURSDAY, MAY 25, 2023, 7:00 PM
City Hall, 5901 Terry Road

1. **Welcome and Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Presented Items**
   - **(a)** Approval of lowest and best bid for the Siwell Road Striping Improvement Project - Mr. Ron McMaster
   - **(b)** Public Hearing for the purpose of determining whether or not a Conditional Use shall be allowed for a convenience store/gas station in a C-3 Zoned District on the following described property located in the City of Byram, Mississippi: On Byram Parkway & Terry Road Parcel #4851-380, continued from May 11, 2023 - Attorney John Scanlon & Eric Munden, Building Official
6. **Approval of Consent Agenda Items**
   - **(a) Approval of Work Session Minutes of the Mayor and Board of Aldermen, May 8, 2023 – Linda White, Deputy City Clerk**
   - **(b) Approval of Mayor and Board Meeting Minutes from May 11, 2023- Linda White, Deputy City Clerk**
   - **(c) Approval of Election Support Agreement with Pharos Consulting Services for the June 13th election - Linda White, Deputy City Clerk**
   - **(d) Approval to contract with Elections Systems Software for voting machines and technical support for the June 13th election, in the amount of $6,337.00 - Linda White, Deputy City Clerk**
   - **(e) $436.00 estimated travel expenses for L. Kent to attend the MS Labor and Employment Seminar in Ocean Springs, MS on July 26 through 28, 2023 (001-140-610)**
   - **(f) $23,000.00 To Pickering Firm, Inc. Engineering for the 23 MS Municipal and County Water Infrastructure Program Project (001-195-602)**
   - **(g) Acceptance of donations for the Blue Dawg Program from: Anonymous - $20.00, The Byrant Agency - $250.00, Dockery Grill - $1,000.00, and the Committee to Elect Fabian Nelson - $100.00 - Chief David Errington**
   - **(h) $1,151.00 - $350.00 to MS Assn. Chiefs of Police, registration for Sgt.**

J. Michael Aycox to attend Mississippi Command College in Oxford, MS, July 9-14, 2023, with estimated travel expenses of $801.00 (001-200-610/611)

(i) $2,038.88 - $700.00 to MS Chapter FBINAA, registration for Chief D. Errington and Lt. R. Kincaid to attend the FBINAA MS Chapter 2023 Summer Conference in Gulfport, MS, Aug. 13-17, 2023, with estimated travel expenses of $669.04 each (001-200-610/611)

(j) Approval for B. Kelly instead of J Burse to attend EMT class at AMR, in Jackson, MS, June 5 through August 11, 2023, at no cost to the City for the class, with class material costs of $318.75 per person (001-260-611)

(k) $166,355.90 to McMaster & Associates, Inc. for Job #M-3090, M-3006, M-3040, M-3000, M-3021, M-3060, and M-3110 - Bill Miley, Director of Public Works

(l) $30,193.25 to MS Paving & Construction, Inc, Payment Application #1 for the 23 City Overlay Project (001-301-912)

Discussion/Action

7. $563,791.15 Claims for May 3 through 17, 2023 - Linda White, Deputy City Clerk

8. MS Municipality and County Water Infrastructure Grant 2023 Resolution - Linda White, Deputy City Clerk

9. MS Policy Conference, Biloxi, MS, August 10 - 13, August 10 is a Board Meeting - Linda White, Deputy City Clerk

10. Appointment of Voting Delegate and Alternate for the MML Conference in June 2023 - Linda White, Deputy City Clerk

11. Announcements

- Mayor and Board of Aldermen Work Session – Monday, June 5th, 6:30 p.m., City Hall, 5901 Terry Road
- Coffee Talk with Mayor Richard White, June 6th, 9:00 a.m., Vowells Market Place
- Ward 1 meeting with Alderman Erma Johnson – Tuesday, June 6th, 6:30 p.m., City Hall, 5901 Terry Road
- Mayor and Board of Aldermen Meeting – Thursday, June 8th, 7:00 p.m., City Hall, 5901 Terry Road
- Election for 2% Restaurant Tax – June 13th, 7:00 a.m. to 7:00 p.m., all voting will be done at Byram City Hall, 5901 Terry Road
- Absentee Voting - June 3rd, 8:00 a.m. to noon, Byram City Hall, 5901 Terry Road
- Absentee Voting - June 10th, 8:00 a.m. to noon, Byram City Hall, 5901 Terry Road

12. Adjourn

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 25, 2023

AGENDA ITEM NO: (a)

TO:

CONSENT AGENDA:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: The bid opening for this project was on 5/11/23. All of the information will be given to the Board at the Meeting and we will be asking for your approval based on the Engineer's report.
Approval of lowest and best bid for the Siwell Road Striping Improvement Project

INTRODUCED BY: Mr. Ron McMaster

BOARD ACTION:

ATTACHMENTS:

Description	Upload Date	Type	File Name
bid sheet	5/18/2023	Backup Material	Siwell_Road_Striping_Improvements_Bid_Tab.pdf

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

BID LETTING - Siwell Road Striping Improvements
City of Byram, Mississippi

RANK	CONTRACT.	SURETY	AMOUNT OF BID
1	Traffic Control Products Co., Inc.	Travelers Casualty and Surety Co. of America	247,303.40

Siwell Road Striping Improvements
City of Byram, Mississippi
Project Engineer- Ron McMaster, Jr., P.E.
11-May-2023

Low Bid
247,303.40
Traffic Control Products Co., Inc.
Travelers Casualty and Surety Co.

BASE BID

1	Mobilization	1.0 LS	19,870.0000	19,870.00
2	Maintenance of Traffic	1.0 LS	9,870.0000	9,870.00
3	Additional Construction Signs	0.0 SF	10.0000	0.00
4	6" Wide Thermoplastic Edge Stripe (Continuous White)	13,496.0 LF	1.7500	23,618.00
5	6" Wide Thermoplastic Traffic Stripe (Continuous White)	1,095.0 LF	1.7500	1,916.25
6	6" Wide Thermoplastic Traffic Stripe (Skip White)	15,452.0 LF	1.2500	19,315.00
7	6" Wide Thermoplastic Traffic Stripe (Skip Yellow)	10,244.0 LF	1.2500	12,805.00
8	6" Wide Thermoplastic Traffic Stripe (Continuous Yellow)	15,401.0 LF	1.7500	26,951.75
9	Thermoplastic Detail Stripe (6" Equivalent Length)(White)	2,372.0 LF	5.0000	11,860.00
10	Thermoplastic Legend (6" Equivalent Length)(White)	1,472.0 LF	10.0000	14,720.00
11	Thermoplastic Legend (White)	1,209.9 SF	20.0000	24,198.00
12	Two-Way Yellow Reflective Raised Markers	1,028.0 EA	15.0000	15,420.00
13	Red Clear Reflective Raised Markers	466.0 EA	15.0000	6,990.00
		TOTAL BASE BID		**187,534.00**

ADDITIVE ALTERNATE

2.1	Maintenance of Traffic	1.0 LS	1,170.0000	1,170.00
3.1	Additional Construction Signs	0.0 SF	10.0000	0.00
4.1	6" Wide Thermoplastic Edge Stripe (Continuous White)	8,134.0 LF	1.2500	10,167.50
5.1	6" Wide Thermoplastic Traffic Stripe (Continuous White)	631.0 LF	1.2500	788.75
6.1	6" Wide Thermoplastic Traffic Stripe (Skip White)	9,151.0 LF	1.0000	9,151.00
7.1	6" Wide Thermoplastic Traffic Stripe (Skip Yellow)	6,460.0 LF	1.0000	6,460.00
8.1	6" Wide Thermoplastic Traffic Stripe (Continuous Yellow)	8,897.0 LF	1.2500	11,121.25
9.1	Thermoplastic Detail Stripe (6" Equivalent Length)(White)	1,915.0 LF	2.5000	4,787.50
10.1	Thermoplastic Legend (6" Equivalent Length)(White)	904.0 LF	4.0000	3,616.00
11.1	Thermoplastic Legend (White)	707.6 SF	9.0000	6,368.40
12.1	Two-Way Yellow Reflective Raised Markers	609.0 EA	7.0000	4,263.00
13.1	Red Clear Reflective Raised Markers	268.0 EA	7.0000	1,876.00
		TOTAL ADDITIVE ALTERNATE		**59,769.40**
		TOTAL BID		**247,303.40**

Approved:

Ron McMaster, Jr., P.E., Project Engineer

NOTES:
None.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 25, 2023

AGENDA ITEM NO: (b)

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: Public Hearing for the purpose of determining whether or not a Conditional Use shall be allowed for a convenience store/gas station in a C-3 Zoned District on the following described property located in the City of Byram, Mississippi:
On Byram Parkway & Terry Road, Parcel #4851-380 - Attorney John Scanlon & Eric Munden, Building Official

ATTACHMENTS:

Description	Upload Date	Type	File Name
Discussion	4/18/2023	Backup Material	Cond_Use_App.pdf
DRC meeting #2	5/5/2023	Backup Material	DRC_Meeting_May_4.pdf
Map	4/18/2023	Backup Material	Map_of_location.pdf
Proof of Publication	4/19/2023	Backup Material	Proof_of_Publication.pdf
pictures	5/8/2023	Backup Material	Public_Hearing_2.pdf

20117217

CITY OF BYRAM
REQUEST FOR CONDITIONAL USE
APPLICATION

Subject Property Address Terry Rd | Byram Pkwy

Owner Palwinder Singh

Address ~~150 bienville dr Madison MS 39110~~ 0 Terry Rd 4851-380

Phone # 6014976938

Current Zoning District C3

Use/Reason

Requirements of Applicant:

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

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

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

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

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

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

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

[signature] 04/11/23

Signature **Date**

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

City of Byram
DRC Meeting May 4, 10:00 a.m.
Public Works

Agenda:

1. Conditional Use for Discount Tire on the Frontage Rd
2. Conditional Use for a convenience store/ gas station at the south west corner of Terry Rd. and Byram Parkway
3. Plat approval for Byram Place to become a city road

Present:
Bill Miley, Director of Public Works
Eric Munden, Building Official
Webb Meams, Engineer
Mike Sterling, Fire Marshall
Kevin Turner, Police Dept
Cheri Bridges, Administrative Assistant

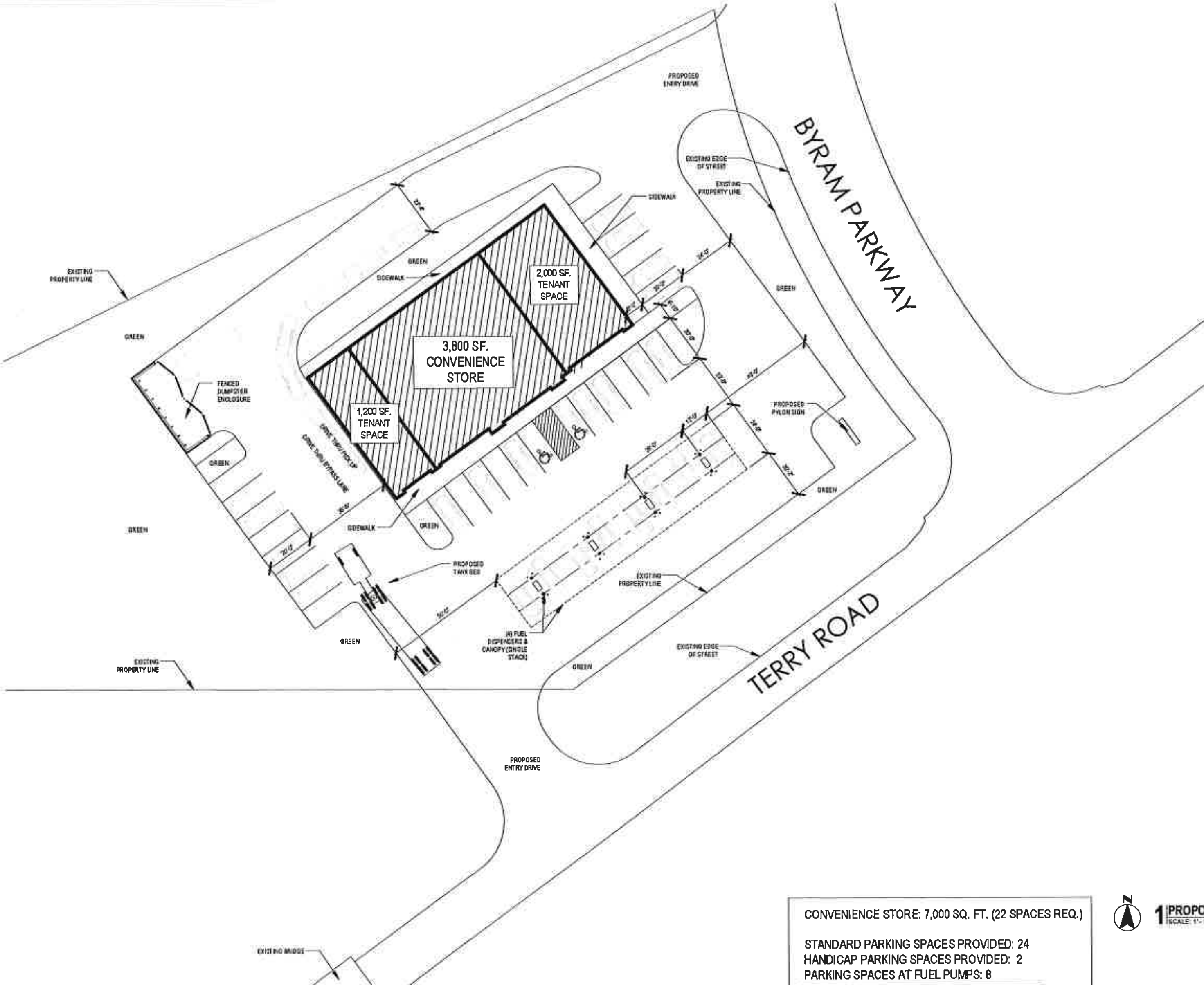
1. Conditional Use of C-4 zoned district for Discount Tire located at 5569 I55 S. Frontage Rd
   The DRC recommends to approve the Conditional Use when the following conditions are met:
   - Need a timeline for Tire removal
   - Video Camera recommended by Police Department
   - Knox Box Recommended by Fire Department
   - Water Line needs to be extended across the property and use the City of Jackson standards

2. Conditional Use for a convenience store/ gas station at the south west corner of Terry Rd. and Byram Parkway Parcel# 4851-380
   The DRC recommends
   - After further review the DRC found that this parcel is a C-3 & RE split zone – Need to apply for Rezoning
   - DRC would like to Table till June 8th

3. Plat approval for Byram Place to become a City road
   The DRC recommends: Approval pending engineers final review

Bill Miley
Approved

5/4/23
Date



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

1 PROPOSED SITEPLAN
SCALE: 1" - 0" = 20' - 0"

NEW CONVENIENCE STORE FOR
FOOD MART
TERRY ROAD & BYRAM PARKWAY
BYRAM, MISSISSIPPI 39272

NOT FOR CONSTRUCTION

ARCHITECTS PLUS
C. JOSEPH RICHARD, ARCHITECT, A.I.A., NCARB

REVISIONS

23005.00

04/10/2023

A0.1

Hattiesburg American
PART OF THE USA TODAY NETWORK

Clarion Ledger
PART OF THE USA TODAY NETWORK

Customer: CITY OF BYRAM-LEGALS
Address: 5901 TERRY RD
BYRAM MS 39272-

Acct. #: TCL-C19332
Phone: 6013727746

Ordered By: CITY OF BYRAM-LEGALS
Linda White, CMC

Word Count 219

OrderStart Date: 04/24/2023 **Order End Date: 04/24/2023**

Tear Sheets	Affidavits	Blind Box	Promo Type	Materials	Special Pricing	Size
0	1					1 X 36.00

Account	AD#	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
TCL-C19332	0005674449	$0.00	$32.78	Invoice	$0.00	$32.78

Sales Rep: arussell **Order Taker:** arussell **Order Created** 04/19/2023

Product	Placement	Class	# Ins	Start Date	End Date
TCL-clarionledger.com	TCLW-Legals	Public Notices	**1**	**04/24/2023**	**04/24/2023**
TCL-The Clarion Ledger	TCL-Legals	Public Notices	**1**	**04/24/2023**	**04/24/2023**

When tables or tabular matter are included, each line of the standard newspaper column shall be considered as containing at least six (6) words. Printers and publishers may charge such fees per line which are acceptable to the party placing the publication not to exceed the Twelve Cents (12 cent(s)) and Ten Cents (10 cent(s)) per word.

Text of Ad: 04/19/2023

**NOTICE OF TWO PUBLIC HEARINGS
BEFORE
THE MAYOR AND BOARD OF ALDERMEN**

NOTICE IS HEREBY GIVEN to those parties in interest that there will be two (2) Public Hearings at a Regular Meeting of the Mayor and Board of Alderman on Thursday, May 11, 7:00 P.M. City Hall, 5901 Terry Road, Byram, on consideration of these items:

1. For the purpose of determining whether or not a Conditional Use shall be allowed for a convenience store/gas station in a C-3 Zoned District on the following described property located in the City of Byram, Mississippi:
Parcel #4851-380, Byram, MS

2. For the purpose of determining whether or not a Conditional Use shall be allowed for the development of Discount Tire Company in a C-4 Zoned District on the following described property located in the City of Byram, Mississippi:
5569 I-55 S Frontage Road, Parcel #4851-200-60

The Hearing in relation thereto shall provide parties in interest, an opportunity to be heard.

Approved: Mayor Richard White
Attest: City Clerk, Angela Richburg
04/04/23

0005674449-01


PUBLIC NOTICE
THIS PROPERTY BEING CONSIDERED FOR
Conditional use
FOR FURTHER INFORMATION CALL PLANNING & ZONING.
601-372-7791


CITY HALL
ay - Friday
M - 5:00PM
SERVICES
ay - Friday
M 5:00PM

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 25, 2023

AGENDA ITEM NO: (a)

CONSENT AGENDA:

TO:

FOR: Approval of Work Session Minutes of the Mayor and Board of Aldermen, May 8, 2023

ACCOUNT NO:

INTRODUCED BY: Linda White, Deputy City Clerk

ATTACHMENTS:

	Description	Upload Date	Type	File Name
🗋	minutes	5/10/2023	Backup Material	2023_5_8.pdf

CITY OF BYRAM
MINUTES FOR WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
MONDAY, MAY 8, 2023, 6:30 PM
City Hall, 5901 Terry Road

1. **Welcome and Call to Order**
   Mayor Richard White called the Work Session to order at 6:32p.m.

2. **Roll Call**
   Present: Richard White, Mayor
   Erma Johnson, Alderman Ward I
   Diandra Hosey, Alderman Ward II, Mayor Pro Tem
   Robert Amos, Alderman Ward III
   Teresa Mack, Alderman Ward IV
   Roschelle Gibson, Alderman Ward V (arrived at 6:41p.m.)
   David Moore, Alderman Ward VI
   Roshunda Harris-Allen, Alderman At Large (joined by Zoom at 6:36p.m.)
   Angela Richburg, City Clerk
   Legal Counsel Present: Attorney Zack Giddy

3. **Presented Items**

   a. **Clarification on the Shane Ormond Construction invoice - Angela Richburg, City Clerk**

   b. **Discussion of the May 11th Agenda - Angela Richburg, City Clerk**

   c. **Discussion of street paving.**

   Meeting ended at 7:33p.m.

APPROVED: ____________________________ Date: _____________________
Richard White, Mayor

ATTEST: _______________________________ Date: _____________________
Angela Richburg, City Clerk

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE:	May 25, 2023	AGENDA ITEM NO: (b)
CONSENT AGENDA:		TO:

FOR: Approval of Mayor and Board Meeting Minutes from May 11, 2023

ACCOUNT NO:

INTRODUCED BY: Linda White, Deputy City Clerk

ATTACHMENTS:

	Description	Upload Date	Type	File Name
🗋	minutes	5/22/2023	Backup Material	2023_5.11.pdf

CITY OF BYRAM
MINUTES FOR REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
THURSDAY, MAY 11, 2023, 7:00 PM
City Hall, 5901 Terry Road

1. **Welcome and Call to Order**
   Mayor Richard White called the meeting to order at 7:06 p.m.

2. **Invocation**

3. **Pledge of Allegiance**

4. **Roll Call**

   Present: Richard White, Mayor
   Erma Johnson, Alderman Ward I
   Diandra Hosey, Alderman Ward II, Mayor Pro Tem
   Robert Amos, Alderman Ward III
   Teresa Mack, Alderman Ward IV
   Roschelle Gibson, Alderman Ward V
   David Moore, Alderman Ward VI
   Angela Richburg, City Clerk
   Absent: Roshunda Harris-Allen, Alderman At Large
   Legal Counsel Present: Attorney John Scanlon

5. **Presented Items**

   a. **Approval to Amend the Agenda to include: Under the Consent Agenda, Item m, $70.00 to Mississippi Municipal League, 2 graduation certificates and pins for R. Gibson and under Discussion and Action, Item #14, Approval of the Resolution calling for a Special Election for the 2% restaurant tax for Parks and Recreation to be held June 13, 2032, and Item #15, Special Event Application for 5K Walk/Run – Linda White, Deputy City Clerk**

   Motion to Approve
   Moved By: Alderman Hosey
   Seconded By: Alderman Gibson
   MOTION Passed
   Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
   Absent: Harris-Allen

   b. **Approval of lowest and best bid for the Siwell Road Striping Improvement Project - Mr. Ron McMaster**

   Eric Munden, Building Official, requested that this item be moved to the Regular Meeting of the Mayor and Board of Aldermen on May 25, 2023.

c. **Public Hearing for the purpose of determining whether or not a Conditional Use shall be allowed for a convenience store/gas station in a C-3 Zoned District on the following described property located in the City of Byram, Mississippi: On Byram Parkway & Terry Road Parcel #4851-380 - Attorney John Scanlon & Eric Munden, Building Official**

Eric Munden, Building Official, requested that this item be continued to the Regular Meeting of the Mayor and Board of Aldermen on May 25, 2023.

Motion to approve
Moved By: Alderman Hosey
Seconded By: Alderman Amos
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
Absent: Harris-Allen

d. **Public Hearing for the purpose of determining whether or not a Conditional Use shall be allowed for the development of Discount Tire Company in a C-4 Zoned District at following described property: 5569 I55 S Frontage Road, #485-200-60 Attorney John Scanlon & Eric Munden, Building Official**

Mayor Richard White opened the Public Hearing for the purpose of determining whether or not a Conditional Use shall be allowed for the development of Discount Tire Company in a C-4 Zoned District at following described property: 5569 I55 S Frontage Road, #485-200-60, at 7:10 p.m.
Persons that addressed the Mayor and Board of Aldermen during the Public Hearing were:
Eric Munden, Building Official
Mr. Bill Shrock, representative of Discount Tire Company
An opportunity to address the Mayor and Board of Aldermen was afforded to those in opposition, with no one speaking.
Mayor Richard White closed the public hearing at 7:19 p.m.

Motion to Approve
Moved By: Alderman Hosey
Seconded By: Alderman Johnson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Gibson, Moore
Nays: Mack
Absent: Harris-Allen
All Public Hearing requirements have been met: attached is the copy of the proof of publication and copy of the notice that was posted in City Hall.

6. **Approval of Consent Agenda Items**

Motion to Approve Items a through m
Moved By: Alderman Hosey
Seconded By: Alderman Amos
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
Absent: Harris-Allen

(a) Approval of Mayor and Board Meeting Minutes from April 27, 2023 - Linda White, Deputy City Clerk

(b) $18,481.25 to Guest Consultants for April 2023 services - Linda White, Deputy City Clerk

(c) $435.00 to the International Institute of Municipal Clerks, membership for A. Richburg, J. Kraft and C. Elabor (001-140-622)

(d) Approval of donations to be used for the Swinging Bridge Festival: Trustmark, for $1,000.00 and Entergy, for $1,500.00 - Linda White, Deputy City Clerk

(e) $140.00 to Mississippi Municipal League, graduation certificates and pins for E. Johnson (2), D. Moore, and R. Harris-Allen (001-100-611)

(f) $226.00 estimated travel expense for B. Mitchell to attend the Mississippi Law Enforcement Accreditation Commission Summer Training Conference in Biloxi, MS. June 21-22, 2023. There is no registration fee for this conference. (001-200-610)

(g) Approval to accept NRA Grant #23MS006 in the amount of $1,043.35 for the purchase of SWAT Hearing Protection/Team Communications equipment - Chief David W. Errington

(h) Approval to accept the donation of a SC Black LO PRO Deep Saddle, 70" Tool box from Tractor Supply, valued at $534.99 - Chief David W. Errington

(i) Approval of donation of $1,000.00 from B&G Auto to be used for the Blue Dawg Program - Chief David Errington

(j) $225.00 to Street Cop Training for Officer D. Johnson to attend The Complete Female Cop in Brandon, MS on July 27. 2023 (001-200-611)

(k) Approval for J Burse, R Elbert and G Bates to attend EMT class at AMR, in Jackson, MS, June 5 through August 11, 2023, at no cost to the City for the class, with class material costs of $318.75 per person (001-260-611)

(l) $1,080.00 - $200.00 to BOAM, registration for E. Munden to attend the 2023 BOAM Annual Conference with $880.00 estimated travel expenses to Gulfport, MS on 6/12-16, 2023 (001-280-610/611)

(m) $70.00 to Mississippi Municipal League, 2 graduation certificates and pins for R. Gibson (001-100-611)

Discussion/Action

7. **$159,041.30 Claims for April 19 through May 3, 2023 - Linda White, Deputy City Clerk**
   Motion to Approve
   Moved By: Alderman Gibson
   Seconded By: Alderman Hosey
   MOTION Passed
   Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
   Absent: Harris-Allen

8. **Approval of 4 Resolutions for the CDBG Grant: 1. Code of Standards Resolution 2. Resolution for Establishing Goals for Minority and Women-Owned Business Participation 3. Fair Housing Resolution 4. Section 3 Plan Resolution - Linda White, Deputy City Clerk**
   Motion to approve 1. Code of Standards Resolution 2. Resolution for Establishing Goals for Minority and Women-Owned Business Participation 3. Fair Housing Resolution 4. Section 3 Plan Resolution as presented
   Moved By: Alderman Gibson
   Seconded By: Alderman Mack
   MOTION Passed
   Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
   Absent: Harris-Allen

9. **$1,671.34 - $400.00 per Alderman to the Congressional Black Caucus Institute, registration for the Mississippi Policy Conference in Biloxi MS, August 10-13, with estimated travel expenses of $1,271.34 per person - Linda White, Deputy City Clerk**
   Motion to Approve
   Moved By: Alderman Gibson
   Seconded By: Alderman Johnson
   MOTION Passed
   Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
   Absent: Harris-Allen

10. **$250.00 per Alderman to the National Black Caucus, registration for the "See Black" Summer Conference in Jackson, MS, June 13 - 16, 2023 - Linda White, Deputy City Clerk**
    Motion to Approve
    Moved By: Alderman Gibson
    Seconded By: Alderman Mack
    MOTION Passed
    Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
    Absent: Harris-Allen

11. **Acceptance of Byram Place donated by Mr. Liddel Howard to become a city street - Eric Munden, Building Official**

Motion to Approve
Moved By: Alderman Johnson
Seconded By: Alderman Gibson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
Absent: Harris-Allen

12. Update on 4130 Siwell Road - Compliance with Order from 2/9/23 - Alderman Erma Johnson
Attorney John Scanlon informed the Board that he would go forward with legal action.

13. Revisit Food Truck Friday - Alderman Roschelle Gibson
Motion to Approve the rules and application as presented
Moved By: Alderman Gibson
Seconded By: Alderman Amos
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
Absent: Harris-Allen

14. Approval of the Resolution calling for a Special Election for the 2% restaurant tax for Parks and Recreation to be held June 13, 2032 - Linda White, Deputy City Clerk
Motion to Approve the Resolution for a Special Election for the 2% restaurant tax for Parks and Recreation to be held June 13, 2032, as presented
Moved By: Alderman Gibson
Seconded By: Alderman Hosey
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
Absent: Harris-Allen

Motion to Approve a Special Called Meeting on May 25, 2023 at 6:00 p.m. to discuss a proposed 2% special sales tax for the purpose of providing funds to promote, construct, finance, operate, equipment, lease and maintain existing and new Parks and Recreation facilities for the City of Byram, and Upwards Sports Basketball Program
Moved By: Alderman Gibson
Seconded By: Alderman Mack
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
Absent: Harris-Allen

15. Special Event Application for 5K Walk/Run, Crossroads of Life Church - Linda White, Deputy City Clerk
Ms. Richlynn Green addressed the Board
Motion to approve the Special Event Application
Moved By: Alderman Gibson
Seconded By: Alderman Johnson
MOTION Passed

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

16. Departments' Monthly Report
No action taken.

Mr. Ron Brown, Lake Dockery, addressed the Board about grass needing to be cut on the exit of the interstate.

Announcements
No action taken.

17. Closed Session to see if Executive Session is warranted - Bill Miley, Director of Public Works
Motion to go into Closed Session to determine if an Executive Session is warranted
Moved By: Alderman Hosey
Seconded By: Alderman Johnson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
Absent: Harris-Allen

The Board determined that Executive Session was not warranted, and returned to Open Session, requesting that a follow up report on Parks and Recreation be brought to the next meeting.

19. Adjourn
Motion to adjourn at 9:06 p.m.
Moved By: Alderman Hosey
Seconded By: Alderman Moore
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore
Absent: Harris-Allen

APPROVED: ____________________________ Date: _____________________
Richard White, Mayor

ATTEST: _______________________________ Date: _____________________
Angela Richburg, City Clerk

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE:	May 25, 2023	AGENDA ITEM NO: (c)
CONSENT AGENDA:		TO:

FOR: Approval of Election Support Agreement with Pharos Consulting Services for the June 13th election

ACCOUNT NO:

INTRODUCED BY: Linda White, Deputy City Clerk

ATTACHMENTS:

	Description	Upload Date	Type	File Name
🗋	contract	5/22/2023	Backup Material	2023_Pharos_Contract.pdf

Pharos CONSULTING SERVICES

ELECTIONS SUPPORT AGREEMENT

FOR CITY OF BYRAM SPECIAL ELECTION 2023

This agreement is to define the terms and conditions under which election consulting services will be provided by Pharos Consulting Services to City of Byram for training and support in the Statewide Election Management System (SEMS), project management on ES&S election services, election support during the 2023 Municipal Special Election scheduled for June 13, 2023.

Training/Support Services Overview

- Based on services provided in previous election cycles, Pharos is proposing a block of 5 hours with Madalan Lennep, PMP. This agreement is for the services as listed above and begins the date the agreement is signed. Phone calls will be billed in 15 minute increments. Consulting rate is $100.00/hour. **Only actual hours used will be billed.**

The Pharos consultant working on this effort is an independent contractor and not an agent of the Mississippi Secretary of State's Office. The information provided by Pharos consultants cannot be construed as an official opinion. Additionally, exposure to city information including any purchase, procedure, or process, in this effort is not in any way an approval from the Mississippi Secretary of State's Office.

Calls or text messages may be placed to Madalan Lennep at 601-209-9254 or emails may be sent to madalan@pharoscs.com. Calls will be returned the same day if possible and guaranteed to be returned the next business day.

Agreed to by:

______________________________________ ____________________

City of Byram Date

Agreed to by:

Madalan Lennep *5/22/2023*

Pharos Consulting Services Date

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE:	May 25, 2023	AGENDA ITEM NO: (d)
CONSENT AGENDA:		TO:

FOR: Approval to contract with Elections Systems Software for voting machines and technical support for t

ACCOUNT NO:

INTRODUCED BY: Linda White, Deputy City Clerk

DISCUSSION: Approval to contract with Elections Systems Software for voting machines and technical support for the June 13th election, in the amount of $6,337.00

ATTACHMENTS:

	Description	Upload Date	Type	File Name
🗋	Agreement	5/24/2023	Backup Material	ESS-1432_City_of_Byram_Election_Support.pdf

May 5th, 2023
Re: Municipal Election Support
Quote # - ESS-1432
Angela Richburg (City Clerk)
City of Byram
5901 Terry Rd
Post Office Box 720222
Byram, MS 39272
Phone: 601-968-7747
e-mail: arichburg@byram-ms.us

Dear Ms. Richburg,

ES&S is pleased to offer to you the following pricing for your 2023 Municipal Election Support.

June 13th, 2023, Municipal Election Support
3 Days of Technician Support @ $929/per day - $2,787.00
Database Coding & Support - $1,300.00
Rental & Delivery of 2 DS200 Units - $2,250.00
Total - $6,337.00

Ballot Pricing - $0.36/each

Considerations that impact pricing:
1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

Bill Lowe
Election Systems & Software
State of Mississippi
102 Business Park Drive Suite G
Ridgeland, MS 39157
Phone – 601-922-2476
Cell – 601-497-4769
Fax – 601-922-8475

Election Official Approval

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE:	May 25, 2023	AGENDA ITEM NO: (e)
CONSENT AGENDA: $298.00		TO: L. Kent

FOR: estimated travel expenses for L. Kent

ACCOUNT NO: 001-140-610

INTRODUCED BY: Linda White, Deputy City Clerk

ATTACHMENTS:

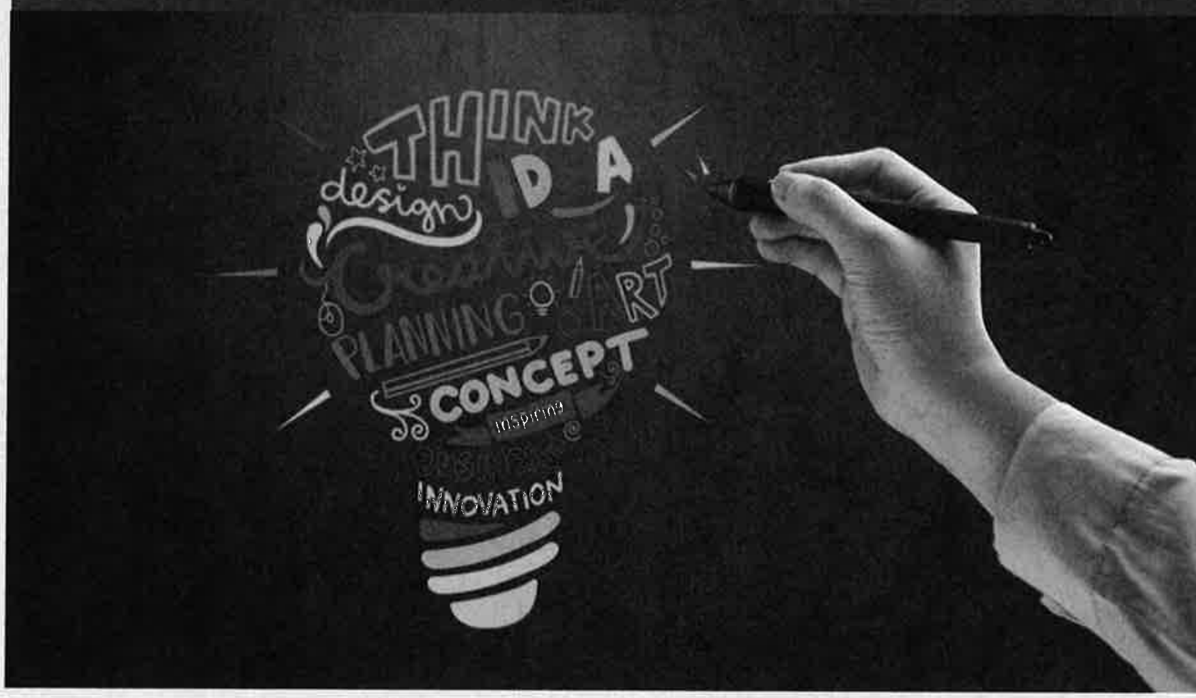
	Description	Upload Date	Type	File Name
🗋	travel	5/18/2023	Backup Material	travel.pdf

phelps

CLIENT EVENT

Creative Solutions in Labor & Employment

Annual Mississippi Labor & Employment Seminar



Join us for a collaborative training on regulatory updates and best practices affecting your most important resource – your employees!

Join us for a collaborative training on regulatory updates and best practices affecting your most important resource – your employees!

Our two-day seminar will cover key issues including:

- Mental health issues in the workplace
- EEOC trends in charges
- Labor and employment hot topics
- Addressing transgender and gender identity challenges appropriately in the workplace
- Identifying talent and retaining employees
- And much more

This seminar is best suited for business and government executives and HR leaders. This complimentary seminar is offered to clients of the firm. Please complete the below form and let us know if you are interested in attending.

HRCI, SHRM and CLE credit pending. Space is limited.

DATE	**LOCATION**
July 26 - 28, 2023	**Gulf Hills Hotel & Resort** **Ocean Springs, Mississippi**

CITY OF BYRAM
REQUEST FOR ESTIMATED TRAVEL EXPENSES

All travel expenses must have Department Head and Board approval **prior** to commencement of travel.

Person Traveling: Ledireada Kent

Department: City Hall/Admin Account #: 001-140-610

Department Head Approval: ____________

City Clerk: ____________

Dates of Travel: 7/26 through 7/28/23

Reason for Travel: Mississippi Labor and Employment Seminar

Destination: Ocean Springs, MS

Mode of Transportation: Private ______ City X

Total Miles: ______ 0.655 per mile = 0.00
Airfare: ______
Rental Car: ______ Days @ $ ______ per day ______

Lodging: 2 # Nights x $149.00 $298.00
Hotel to send prepayment to: Gulf Hills Hotel & Resort Confirmation 7986174184766
Address: ______
Meals: 3 days @ $46.00 per day = $138.00
Extra Costs: ______
Hotel parking ______
Total not to exceed per diem per day unless otherwise Approved By:
Department Head ______
City Clerk ______
Purchasing Clerk ______

Total Expense $436.00

Balance $436.00

A RETURN FROM TRAVEL FORM

Is to be filled out & turned into Purchasing Clerk within 5 days of returning to work.

Ledireada Kent

7986174184766

Gulf Hills Hotel + Resort

13701 Paso Rd

Ocean Springs Mississippi 39564

2288754211

guestservices@gulfhillshotel.com

Email	lwhite@byram-ms.us
Phone	601-372-7746

ACCOMMODATIONS

RES ID 7986174184766

Guest: Ledireada Kent

Single King (Downstairs)

Arrival - Departure	Adults	Children	Nights	Total

07/26/2023 - 07/28/2023	1	0	2	USD 298.00

TOTAL	**USD 298.00**

ADDITIONAL PRODUCTS

Accommodation 1 - Single King (Downstairs)

TOTAL	**USD 0.00**

Subtotal	USD 298.00
Deposit	USD 162.41
Hotel and Lodging Tax	USD 5.96
Standard Sales Tax	USD 20.86
Amount Paid	USD 0.00

GRAND TOTAL	**USD 324.82**
BALANCE DUE	**USD 324.82**

Policies

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 25, 2023

AGENDA ITEM NO: (f)

CONSENT AGENDA: $23,000.00

TO: Pickering Firm, Inc

FOR: Engineering for the 23 MS Municipal and County Water Infrastructure Program Project

ACCOUNT NO: 001-195-602

INTRODUCED BY: Bill Miley, Director of Public Works

ATTACHMENTS:

Description	Upload Date	Type	File Name
Pickering Invoice	5/19/2023	Backup Material	Invoice.pdf

INVOICE

Pickering Firm, Inc.
Facility Design ● Civil Engineering ● Surveying ●
Transportation ● Natural / Water Resources
2001 Airport Road, Suite 201, Flowood, MS 39232
PH 601.956.3663 FAX 601.956.7817 www.pickeringfirm.com

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

May 8, 2023
Project No: 26401.00
Invoice No: 0093295

Client Contact: Bill Miley

Big Creek Interceptor
Professional Services from April 2, 2023 to April 29, 2023

101 Design

Fee

Total Fee	230,000.00			
Percent Complete	30.00	Total Earned	69,000.00	
		Previous Fee Billing	46,000.00	
		Current Fee Billing	23,000.00	
		Total Fee		**23,000.00**
			Total this Task	**$23,000.00**

102 Bidding

Fee

Total Fee	10,000.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		**0.00**
			Total this Task	**0.00**

103 Construction Engineering

Fee

Total Fee	50,000.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		**0.00**
			Total this Task	**0.00**

BM

104 Resident Project Representation

001-195-602

6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

RECEIVED
MAY 12 2023
Byram Public Works

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			200,000.00	
Remaining			200,000.00	
		Total this Task		**0.00**

105 Plats and Legal Descriptions

Fee

Number of units	0.00
Fee Each	2,500.00
Total Fee	0.00

Total Earned	0.00	
Previous Fee Billing	0.00	
Current Fee Billing	0.00	
Total Fee		**0.00**
Total this Task		**0.00**

106 Survey

Total this Task	**0.00**
Total this Invoice	**$23,000.00**

PAYMENT DUE ON RECEIPT

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE:	May 25, 2023	AGENDA ITEM NO: (g)
CONSENT AGENDA:		TO:

FOR: Acceptance of donations for the Blue Dawg Program

ACCOUNT NO:

INTRODUCED BY: Chief David Errington

ATTACHMENTS:

Description	Upload Date	Type	File Name

No Attachments Available

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 25, 2023

AGENDA ITEM NO: (h)

CONSENT AGENDA: $1,151.00

TO: MS. Assn. Chiefs of Police

FOR: Registration & travel expense for J. M. Aycox to attend MS Command College in Oxford, MS

ACCOUNT NO: 001-200-610 & 611

INTRODUCED BY: Chief David W. Errington

ATTACHMENTS:

Description	Upload Date	Type	File Name
2023 J MIKE AYCOX COMMAND COLLEGE	5/17/2023	Backup Material	2023_AYCOX__COMMAND_COLLEGE.pdf

CITY OF BYRAM
REQUEST FOR ESTIMATED
TRAVEL EXPENSES

All travel expenses must have Department Head and Board approval **prior** to commencement of travel.

Person Traveling: James Michael Aycox

Department: Police   Account #: 001-200-610

Department Head Approval: ____________________

City Clerk: ____________________

Dates of Travel: July 9-14, 2023

Reason for Travel: Mississippi Command College

Destination: Oxford, MS

Mode of Transportation: Private ________ City X

Total Miles: ________ 0.655 per mile = 0.00
Airfare: ________
Rental Car: ________ Days @ $ ________ per day ________

Lodging: 5 # Nights x $99.00 $495.00
Hotel to send prepayment to: The Inn at Ole Miss Confirmation 291912240
Address: 120 Alumni Drive - University, MS 38677 (888)486-7666
Meals: 6 days @ $51.00 per day = $306.00
Extra Costs: ________
Hotel parking ________
Total not to exceed per diem per day unless otherwise Approved By:
Department Head David Carbin
City Clerk ____________________
Purchasing Clerk ____________________

Total Expense $801.00

Balance $801.00

A RETURN FROM TRAVEL FORM

Is to be filled out & turned into Purchasing Clerk within 5 days of returning to work.

Mississippi Command College Application 2023

Application is specific to the **Individual, not a slot for the Agency**

PLEASE TYPE OR PRINT LEGIBLY

LAST NAME Aycox	FIRST NAME James	MIDDLE NAME Michael
PREFERRED NAME ON CERTIFICATE James Michael Aycox	PREFERRED NAME ON NAME TAG Mike Aycox	
BIRTH DATE & PLACE OF BIRTH 06/03/1978 Cleveland, MS		
NAME OF AGENCY/DEPARTMENT Byram Police Department	AGENCY TELEPHONE NUMBER (601) 372-7747	
AGENCY/DEPARTMENT ADDRESS 141 South Pointe Drive	CITY Byram	STATE MS
ZIP 39272		
DEPARTMENT SIZE (# OF SWORN PERSONNEL) 33	SIZE OF POPULATION SERVED 12456	YEARS OF SERVICE 8
HOW LONG HAVE YOU SERVED IN YOUR CURRENT POSITION? 1 month	CURRENT RANK/POSITION Sergeant	
EMAIL ADDRESS: PRINT LEGIBLY maycox@byram-ms.us		
EMERGENCY NAME AND CONTACT NUMBER Jennifer Aycox 601-874-4748	ANY DIETARY RESTRICTIONS OR FOOD ALLERGIES? No	
SIGNATURE OF CHIEF, SHERIFF, OR AGENCY HEAD [signature]	PRINTED NAME OF CHIEF, SHERIFF, OR AGENCY HEAD Chief David Errington	
SIGNATURE OF APPLICANT [signature]	DATE 5/9/23	

APPLICATION AND PAYMENT MUST BE RECEIVED BY **JUNE 9, 2023.**

Email Application ONLY to:
LES Christian Murray
lcmurray@fbi.gov

Purchase Order Number: 6655

FBI Use Only

Date Rec'd

Order Rec'd

INVOICE

Mississippi Association of Chiefs of Police

Leading Mississippi's Finest
1723 University Avenue
Suite B #367
Oxford, MS 38655

662-897-6227
kwinter@mschiefs.org

INVOICE NO. MCC2023
DATE
Purchase Order #: 6655

TO:

QTY	ITEM #	DESCRIPTION	UNIT PRICE		LINE TOTAL
	2023	MS Command College Tuition	$350.00		350.00
				SUBTOTAL	350.00
				SALES TAX	-0-
				TOTAL	$350.00

**Send Invoice to Ken Winter with your Check or PO #

MISSISSIPPI COMMAND COLLEGE

July 9 – July 14, 2023
The Inn at Ole Miss University of Mississippi, Oxford, Mississippi

The registration fee is **$350.00,** which includes lunch, refreshments at breaks, and supplies. All other costs, to include lodging, are the responsibility of the attendee or their agency. Please plan to arrive on July 9, 2023 (Sunday Afternoon) between 4:00 pm – 5:00pm for Registration, and Mandatory Orientation from 5:00pm – 5:30pm, at the Inn at Ole Miss.

Deadlines: Applications ONLY go to LES Christian Murray at the FBI. Payments ONLY go to Director Ken Winter. Purchase order number or check number must be on the application form, and must be received no later than Friday, June 9, 2023. Applications MUST be signed by the Chief, Sheriff, or Agency Head. Slots are on a first come, first serve basis, and are **Not** guaranteed until payment is received. **Once you receive an acceptance EMAIL, please process the PO, or send your payment to Director Ken Winter.**

Lodging: The Inn at Ole Miss
120 Alumni Drive
University, MS 38677 http://theinnatolemiss.com/
(662) 234-2331 or (888) 486-7666

Lodging is $99.00 per night for a Standard or Deluxe room, and $149.00 per night for a one-bedroom Suite. Use booking Code: 0723MSLAWC. **After your application has been confirmed and payment/Purchase Order received**, if you will require lodging, you should contact The Inn at Ole Miss and make your reservation. Advise them that you are attending the "Mississippi Command College." Deadline to book a room at the Inn at Ole Miss, is June 9, 2023

Questions: LES Christian Murray, FBI, 601-540-8179, lcmurray@fbi.gov
OST Maggie Powell, FBI, 601-713-7515 mipowell@fbi.gov
Executive Director Ken Winter, Mississippi Association of Chiefs of Police, (662) 897-6227 kwinter@mschiefs.org

Email completed "APPLICATIONS ONLY" to:
LES Christian Murray
Email to: lcmurray@fbi.gov

Mail "Payments Only" To:
Director Ken Winter
Mississippi Association of Chiefs of Police
1723 University Avenue
Suite B #367
Oxford, MS 38655

U. S. Department of Justice

Federal Bureau of Investigation

1220 Echelon Parkway
Jackson, Mississippi 39213

March 6, 2023

Dear Law Enforcement Executive:

I am pleased to announce our 19th annual Mississippi Command College, which will be held during the week of July 9 – July 14, 2023, on the campus of the University of Mississippi.

The Command College is a Law Enforcement Executive Development training event aimed at mid and upper-level management. Curriculum subjects will include executive law enforcement leadership, media relations, and legal issues. The training will be delivered by Federal Bureau of Investigation (FBI) Academy faculty, University of Mississippi faculty and Jackson Division certified instructors.

An information sheet and application are attached. Applications to attend must be received no later than June 9, 2023. Slots are not guaranteed until a Purchase Order number or payment has been received by Director Ken Winter, Mississippi Association of Chiefs of Police.

Chiefs of Police, Sheriffs, immediate command staff, as well as corresponding senior executive level managers of state investigative agencies within Mississippi, Louisiana, and Tennessee are all encouraged to apply. Slots for attending this course are limited; therefore, interested individuals must apply as soon as possible. If you have personnel interested in this valuable training, do not wait until a week before the deadline date to submit your applications as the roster is filled on a first come-first-serve basis and reaches the maximum number of students quickly. Applications will be reviewed, and final acceptance letters will be sent in late June. Please note that applications are specific to the individual and not to a "slot" for the agency.

For additional information, please contact Law Enforcement Specialist Christian Murray at 601-540-8179.

Sincerely,

Jermicha L. Fomby

Jermicha L. Fomby
Special Agent in Charge

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE:	May 25, 2023	AGENDA ITEM NO: (i)
CONSENT AGENDA: $2,038.88		TO: MS Chapter FBINAA

FOR: Registration & estimated travel expense for Chief Errington & Lt. Kincaid to attend FBINAA 2023 Conf

ACCOUNT NO: 001-200-610 & 611

INTRODUCED BY: Chief David W. Errington

ATTACHMENTS:

Description	Upload Date	Type	File Name
2023 FBINAA SUMMER CONF	5/17/2023	Cover Memo	2023_FBINAA_SUMMER_CONF_AUG_2023.pdf

CITY OF BYRAM
REQUEST FOR ESTIMATED TRAVEL EXPENSES

All travel expenses must have Department Head and Board approval **prior** to commencement of travel.

Person Traveling: Chief David Errington

Department: Police

Account #: 001-200-610

Department Head Approval: David Errington

City Clerk: ____________________

Dates of Travel: August 13-17, 2023

Reason for Travel: FBINAA MS Chapter 2023 Summer Training Conference

Destination: Gulfport, MS

Mode of Transportation: Private ________ City X

Total Miles: ________ 0.655 per mile = 0.00

Airfare: ________

Rental Car: ________ Days @ $ ________ per day ________

Lodging: 4 # Nights x $109.76 $439.04

Hotel to send prepayment to: Courtyard Gulfport Beachfront Confirmation 95242026

Address: 1600 East Beach Blvd. - Gulfport, MS 39501 (228) 864-4310

Meals: 5 days @ $46.00 per day = $230.00

Extra Costs: ________

Hotel parking ________

Total not to exceed per diem per day unless otherwise Approved By:

Department Head ____________________

City Clerk ____________________

Purchasing Clerk ____________________

Total Expense $669.04

Balance $669.04

A RETURN FROM TRAVEL FORM

Is to be filled out & turned into Purchasing Clerk within 5 days of returning to work.

CITY OF BYRAM
REQUEST FOR ESTIMATED TRAVEL EXPENSES

All travel expenses must have Department Head and Board approval **prior** to commencement of travel.

Person Traveling: Lt. Ricardo Kincaid

Department: Police Account #: 001-200-610

Department Head Approval: David Errington

City Clerk: ______

Dates of Travel: August 13-17, 2023

Reason for Travel: FBINAA MS Chapter 2023 Summer Training Conference

Destination: Gulfport, MS

Mode of Transportation: Private ______ City X

Total Miles: ______ 0.655 per mile = 0.00

Airfare: ______

Rental Car: ______ Days @ $ ______ per day ______

Lodging: 4 # Nights x $109.76 $439.04

Hotel to send prepayment to: Courtyard Gulfport Beachfront Confirmation 95242026

Address: 1600 East Beach Blvd. - Gulfport, MS 39501 (228) 864-4310

Meals: 5 days @ $46.00 per day = $230.00

Extra Costs: ______

Hotel parking ______

Total not to exceed per diem per day unless otherwise Approved By:

Department Head ______

City Clerk ______

Purchasing Clerk ______

Total Expense $669.04

Balance $669.04

A RETURN FROM TRAVEL FORM

Is to be filled out & turned into Purchasing Clerk within 5 days of returning to work.

FBI National Academy Associates
Mississippi Chapter
2023 Summer Conference
August 13-17, 2023

Conference INVOICE

Name: David W. Errington, Chief Session #: 267

Department: Byram Police Department

Address: 141 Southpointe Drive

City: Byram State: MS Zip: 39272

Current Law Enforcement Status? ☑ ACTIVE ☐ RETIRED ☐ LIFE MEMBER

Name: Ricardo Kincaid, Lt. Session #: 283

Department: Byram Police Department

Address: 141 Southpointe Drive

City: Byram State: MS Zip: 39272

Current Law Enforcement Status? ☑ ACTIVE ☐ RETIRED ☐ LIFE MEMBER

Name: ______ Session #: ______

Department: ______

Address: ______

City: ______ State: ______ Zip: ______

Current Law Enforcement Status? ☐ ACTIVE ☐ RETIRED ☐ LIFE MEMBER

This form serves as an official invoice from the MS Chapter of the FBI National Academy Associates. Multiple attendees from the same department can use one invoice for proper departmental payment procedures.

Number of Attendee(s)	Names of Attendee(s)	Registration Fees	Total Amount Enclosed
2	Chief David Errington & Lt. RicardoKincaid	$350 per Conference Attendee/$50 per Spouse or Guest	$700.00

Please complete invoice form for attendee(s). Completed form should be emailed or mailed with payment to the attention of Linda Atterberry. If paying by purchase order or check on arrival, please indicate here. ☐ Email form to linda.l.atterberry@gmail.com.

Mail: MS Chapter FBINAA

P. O. Box 503

Long Beach, MS

FBI National Academy Associates
MISSISSIPPI CHAPTER
2023 Summer Training Conference
August 13-17, 2023

CONFERENCE REGISTRATION FORM

(Please complete one form for each attendee)

Name: David W. Errington Session: 267 Year: 2017

Department: Byram Police Department Assignment/Role: Chief of Police

Address: 141 Southpointe Drive

City: Byram State: MS Zip: 39272

Contact Phone Number: 601-372-7747 Cell ☐ Home ☐ Department ☑

Email Address: derrington@byram-ms.us

Current Law Enforcement Status: ☑ ACTIVE ☐ RETIRED ☐ LIFE MEMBER

The summer conference provides networking and fellowship activities each night of the conference. To prepare for these events, please indicate if you (and your spouse/guest) plan to attend so we may have an accurate attendance number.

Daily Breakfast Buffet	☑ Monday	☑ Tuesday	☑ Wednesday
Opening Night Reception and Cookout:	Monday, August 14th	☑ Yes	☐ No
Presidents Night Seafood Reception:	Tuesday, August 15th	☑ Yes	☐ No
MS FBINAA Conference Banquet: Casual Attire	Wednesday, August 16th	☐ Yes	☑ No
Will Spouse or Guest be Attending		☐ Yes	☐ No

The host hotel has a block of rooms reserved at the government rate of $99.00 night; reservations must be made by August 01, 2023, under this room block. The group code **"FBI"** should be used when making reservations.

HOST HOTEL / TRAINING SITE
Courtyard by Marriott/Gulfport Beachfront
1600 East Beach Blvd.
Gulfport, MS 39501
228-864-4310

Room Rate	$99.00 night
Conference Fee	$350.00 per attendee
Spouse/Guest	$50.00 each for all events

CICK HERE TO BOOK YOUR ROOM: Book your group rate for FBINAA MS Chapter Conference 2023

Attendee's that wish to contact the Hotel directly to book, reference the Group Code: **FBI**

Completed forms should be mailed to Linda Atterberry at: **linda.l.atterberry@gmail.com**

FBI National Academy Associates
MISSISSIPPI CHAPTER
2023 Summer Training Conference
August 13-17, 2023
CONFERENCE REGISTRATION FORM

(Please complete one form for each attendee)

Name: Ricardo Kincaid Session: 283 Year: 2022

Department: Byram Police Department Assignment/Role: Lieutenant Uniformed Ops

Address: 141 Southpointe Dr

City: Byram State: MS Zip: 39272

Contact Phone Number: 601.372.7747 Cell [ ] Home [ ] Department [x]

Email Address: rkincaid@byram-ms.us

Current Law Enforcement Status: [x] ACTIVE [ ] RETIRED [ ] LIFE MEMBER

The summer conference provides networking and fellowship activities each night of the conference. To prepare for these events, please indicate if you (and your spouse/guest) plan to attend so we may have an accurate attendance number.

Daily Breakfast Buffet	[x] Monday	[x] Tuesday	[x] Wednesday
Opening Night Reception and Cookout:	Monday, August 14th	[x] Yes	[ ] No
Presidents Night Seafood Reception:	Tuesday, August 15th	[x] Yes	[ ] No
MS FBINAA Conference Banquet: Casual Attire	Wednesday, August 16th	[x] Yes	[ ] No
Will Spouse or Guest be Attending		[ ] Yes	[ ] No

The host hotel has a block of rooms reserved at the government rate of $99.00 night; reservations must be made by August 01, 2023, under this room block. The group code **"FBI"** should be used when making reservations.

HOST HOTEL / TRAINING SITE
Courtyard by Marriott/Gulfport Beachfront
1600 East Beach Blvd.
Gulfport, MS 39501
228-864-4310

Room Rate	$99.00 night
Conference Fee	$350.00 per attendee
Spouse/Guest	$50.00 each for all events

CICK HERE TO BOOK YOUR ROOM: Book your group rate for FBINAA MS Chapter Conference 2023

Attendee's that wish to contact the Hotel directly to book, reference the Group Code: **FBI**

Completed forms should be mailed to Linda Atterberry at: **linda.l.atterberry@gmail.com**

Ayn Reed

From:	Linda White
Sent:	Friday, May 5, 2023 4:11 PM
To:	Ayn Reed
Subject:	FW: [External]Reservation Confirmation #95242026 for Courtyard Gulfport Beachfront

It wouldn't let us put in two separate names so both rooms are booked in the Chief's name.

Linda White, CMC
City of Byram
Post Office Box 720222
Byram, MS 39272
601-372-7746 ext. 102

From: Courtyard By Marriott Reservations <reservations@res-marriott.com>
Sent: Friday, May 5, 2023 4:09 PM
To: Linda White <lwhite@byram-ms.us>
Subject: [External]Reservation Confirmation #95242026 for Courtyard Gulfport Beachfront

SUMMARY OF CHARGES | **CONTACT US**

COURTYARD BY MARRIOTT

Courtyard Gulfport Beachfront

1600 East Beach Blvd Gulfport Mississippi 39501 USA

+1-228-864-4310

Thank you for booking with us, Mr. David Errington.

Pursue your Passion

Sun, Aug 13, 2023 – Thu, Aug 17, 2023
Confirmation Number: 95242026

Check-In:	Sunday, August 13, 2023	03:00 PM
Check-Out:	Thursday, August 17, 2023	11:00 AM

Number of rooms	2 Rooms
Guests per room	1 Adult
Guarantee Method	Credit Card Guarantee, Visa
Total for Stay (all rooms)	878.08 USD

Room 1

Room Type ›	Guest room, 1 King, Gulf view

Guaranteed Requests:

None

ALL REQUESTS >

Room 2

Room Type > Guest room, 1 King, Gulf view

Guaranteed Requests:

None

ALL REQUESTS >

Modify or Cancel Reservation

Important Information About Your Stay

In order to prepare for your upcoming stay, we invite you to **learn more** about what to expect when you arrive and the experiences that await you.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 25, 2023

AGENDA ITEM NO: (j)

CONSENT AGENDA: EMT class and estimated class material costs of $318.75 per person

TO: AMR, Jackson, MS

FOR: B Kelly instead of J Burse

ACCOUNT NO: 001-260-611

INTRODUCED BY: Fire Chief Fred Green

DISCUSSION: This was originally approved on 5/11 but Mr. Kelly is attending instead of Mr. Burse.

ATTACHMENTS:

Description	Upload Date	Type	File Name
registration	5/9/2023	Backup Material	Acceptance_Letter_from_AMR.pdf

A Global Medical Response Solution

6363 S. Fiddlers Green Circle, Ste. 1400
Greenwood Village, CO 80111
www.amr.net

4 May 2023

To: City of Byram Fire Department

This letter is to verify that Mr. Bobby Kelley, Mr. Robert Elbert, and Mr. Gerald Bates have been accepted into the AMR EMT program. The course begins on June 5th, 2023, and classes will be every Monday, Wednesday, and Friday from 8:00 AM to 4:00 PM through August 11, 2023. The cost associated with the course will be $318.75 per student for purchase of the course books and the online component.

Sincerely,

Malcolm Robinson
EMT Program Lead Instructor

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 25, 2023

AGENDA ITEM NO: (k)

CONSENT AGENDA: $166,355.90

TO: McMaster & Associates, Inc.

FOR: Job #M-3090, M-3006, M-3040, M-3000, M-3021, M-3060, and M-3110

ACCOUNT NO:

INTRODUCED BY: Bill Miley, Director of Public Works

ATTACHMENTS:

	Description	Upload Date	Type	File Name
🗋	McMaster	5/22/2023	Backup Material	McMaster_5.23.pdf

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

May 19, 2023

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

Attn: Angela Richburg, City Clerk

For: Job No. M-3090

Engineering Design and Construction Phase Services for **Terry Road Bridge Footing Stabilization**, City of Byram, MS

001-301-602

DESIGN PHASE FEE	**$20,000.00**
Total Fee Earned (50%)	$10,000.00
CONSTRUCTION PHASE FEE	**$10,000.00**
Total Fee Earned (0%)	$0.00
Reimbursements	
Burns Cooley Dennis, Inc.	$5,000.00
Micro Printing	$177.93
Total Fee Earned	$15,177.93
Less Previous Amount Paid	$0.00
Total Fee This Invoice	**$15,177.93**

RECEIVED
MAY 22 2023
Byram Purchasing

212 WATERFORD SQUARE | SUITE 300 | MADISON, MS 39110
PHONE: 601.605.1090 | FAX: 601.605.1091
"RELATIONSHIPS-RESULTS"

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 853-2077

Mailing Address
Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

December 24, 2022
Project No: 000220688.000
Invoice No: 43086

McMaster & Associates, Inc.
Attn: Ron McMaster, Jr., P.E., P.S.
212 Waterford Square, Suite 300
Madison, MS 39110

Project 000220688.000 Terry Road over Big Creek
Bridge Boring - Bridge No. SA-25-059
Professional Services through December 24, 2022
Fee

Total Fee	5,000.00

RECEIVED
MAY 2 2 2023
Byram Purchasing

Total Earned	5,000.00
Previous Fee Billing	0.00
Current Fee Billing	5,000.00
Total Fee	**5,000.00**
Total this Invoice	**$5,000.00**

Pd.
12/28/22

MICRO PRINTING AND BLUEPRINT

3/27/2023

225 East Pearl Street, Downtown Jackson, Mississippi 39201
Phone: 601-355-9543 · Fax: 601-353-3374
sales@microblueprint.com

Ship To:

McMaster & Associates, Inc.
Attn: Kohl Bailey
212 Waterford Square, Suite 300
Madison, MS 39110

Bill To:

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110

PO / Job #

Terry Road

Invoice

20234714

QTY.	ITEM NO.	DESCRIPTION	Discount	Price	Extended Price
1	BL-24	1 set of 40 - 24"x36" B&W Digital Prints		$66.00	$66.00
1	C-BW8.5	5 - 8.5"x11" Project Books, 130 b&w pages, color front cover on cover stock, clear front cover over, black vinyl back cover, GBC Binding		$98.75	$98.75

Terms: Net 30

Sale Amt.:	$164.75	
Freight:	$0.00	X
Sales Tax:	$13.18	
Total Amt.:	$177.93	
Paid Today:	$0.00	
Balance:	$177.93	

M[c]MASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

May 19, 2023

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

RECEIVED
MAY 22 2023
Byram Purchasing

Attn: Angela Richburg, City Clerk

For: Job No. M-3006 — Engineering Design and Construction Phase Services for Terry Road Emergency Watershed Protection Project, Byram, MS

001 - 301 - 602

Low Bid Amount	$331,515.75
Change Order and Adjustments	$0.00
Total Contract Amount To-Date	$331,515.75

DESIGN PHASE FEE (7.5%) — **$24,863.68**

Total Fee Earned (100%) — $24,863.68

CONSTRUCTION PHASE FEE (2.5%) — **$8,287.89**

Total Fee Earned (0%) — $0.00

Reimbursements

Headwaters, Inc.	$263.75
Headwaters, Inc.	$1,415.63
Headwaters, Inc.	$257.50
Headwaters, Inc.	$146.00
Micro Printing& Blueprint	$122.54

Total Fee Earned	$27,069.10
Less Previous Amount Paid	$0.00
Total Fee This Invoice	**$27,069.10**

Headwaters, Inc.
P.O. Box 2836
Ridgeland, MS 39158-
Tel: 601-634-0097 Fax: 769-233-2563
www.headwaters-inc.com

Invoice

Ron McMaster, Jr.
McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110

Invoice Date: Oct 13, 2022
Invoice Num: 129152
Billing Through: Sep 30, 2022

Terry Road EWP – Byram, MS (2022-0209:) - Managed by (Jeffrey C. Cromwell)

Professional Services:

Date	Title	Description	Hours	Rate	Amount
9/27/2022	Principal	Wetland Permitting *Prepare for field assessment. Consult with McMaster & Associates.*	0.75	$160.00	$120.00
9/27/2022	Proj Manager	Wetland Assessment *Project review*	0.25	$135.00	$33.75
9/28/2022	GIS Manager	Wetland Assessment *Prepare preliminary field visit info*	1.00	$110.00	$110.00

Total Service Amount: **$263.75**

Amount Due This Invoice: **$263.75**

This invoice is due upon receipt

Statement

Inv Num	Inv Date	Bill Amt	Last Pay Date	Amt Paid	Inv Balance
129152	10/13/2022	$263.75		$0.00	$263.75
				2022-0209: Balance:	**$263.75**

Pd.
10/25/22

Headwaters, Inc.
P.O. Box 2836
Ridgeland, MS 39158-
Tel: 601-634-0097 Fax: 769-233-2563
www.headwaters-inc.com

Invoice

Ron McMaster, Jr.
McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110

Invoice Date: Nov 22, 2022
Invoice Num: 129346
Billing Through: Oct 31, 2022

Terry Road EWP – Byram, MS (2022-0209:) - Managed by (Jeffrey C. Cromwell)

Professional Services:

Date	Title	Description	Hours	Rate	Amount
10/5/2022	Principal	Wetland Permitting *Prepare wetland and "other waters" assessment.*	1.00	$160.00	$160.00
10/10/2022	GIS Manager	Wetland Assessment *Perform field assessment*	4.00	$110.00	$440.00
10/11/2022	GIS Manager	Wetland Permitting *Prepare permit application*	1.00	$110.00	$110.00
10/12/2022	GIS Manager	Wetland Permitting *Prepare permit application documentation*	0.50	$110.00	$55.00
10/14/2022	Principal	Wetland Permitting *Prepare wetland assessment and permit documents.*	1.50	$160.00	$240.00
10/18/2022	GIS Manager	Wetland Permitting *Prepare and submit permit application*	1.25	$110.00	$137.50
10/18/2022	Principal	Wetland Permitting *Project management. Prepare environmental assessment documents.*	1.50	$160.00	$240.00

Total Service Amount: **$1,382.50**

Reimbursable Expenses:

Date	Title	Description	Amount
10/10/2022	GIS Manager	Environmental Mileage	$33.13

Total Expenses: **$33.13**

Amount Due This Invoice: **$1,415.63**

This invoice is due upon receipt

Statement

Inv Num	Inv Date	Bill Amt	Last Pay Date	Amt Paid	Inv Balance
129346	11/22/2022	$1,415.63		$0.00	$1,415.63
				2022-0209: Balance:	**$1,415.63**

Pd.
12/8/22

Headwaters, Inc.
P.O. Box 2836
Ridgeland, MS 39158-
Tel: 601-634-0097 Fax: 769-233-2563
www.headwaters-inc.com

Invoice

Ron McMaster, Jr.
McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110

Invoice Date: Dec 20, 2022
Invoice Num: 129559
Billing Through: Nov 30, 2022

Terry Road EWP – Byram, MS (2022-0209:) - Managed by (Jeffrey C. Cromwell)

Professional Services:

Date	Title	Description	Hours	Rate	Amount
11/4/2022	GIS Manager	Wetland Permitting *Project correspondence*	0.50	$110.00	$55.00
11/23/2022	GIS Manager	Wetland Permitting *Coordination with USACE*	0.75	$110.00	$82.50
11/23/2022	Principal	Wetland Permitting *Coordination with USACE*	0.75	$160.00	$120.00

Total Service Amount: **$257.50**

Amount Due This Invoice: **$257.50**
This invoice is due upon receipt

Statement

Inv Num	Inv Date	Bill Amt	Last Pay Date	Amt Paid	Inv Balance
129559	12/20/2022	$257.50		$0.00	$257.50
				2022-0209: Balance:	**$257.50**

Pd.
12/28/22

Headwaters, Inc.
P.O. Box 2836
Ridgeland, MS 39158-
Tel: 601-634-0097 Fax: 769-233-2563
www.headwaters-inc.com

Invoice

Ron McMaster, Jr.
McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110

Invoice Date: Feb 14, 2023
Invoice Num: 129908
Billing Through: Jan 31, 2023

Terry Road EWP – Byram, MS (2022-0209:) - Managed by (Jeffrey C. Cromwell)

Professional Services:

Date	Title	Description	Hours	Rate	Amount
1/4/2023	GIS Manager	Wetland Permitting *Project coordination with USACE*	0.25	$120.00	$30.00
1/4/2023	Principal	Wetland Permitting *Prepare permit documentation.*	0.50	$172.00	$86.00
1/5/2023	GIS Manager	Wetland Permitting *Correspondence with USACE/client*	0.25	$120.00	$30.00

Total Service Amount: **$146.00**

Amount Due This Invoice: **$146.00**

This invoice is due upon receipt

Statement

Inv Num	Inv Date	Bill Amt	Last Pay Date	Amt Paid	Inv Balance
129908	2/14/2023	$146.00		$0.00	$146.00
				2022-0209: Balance:	**$146.00**

Pd. 2/22/23

225 East Pearl Street, Downtown Jackson, Mississippi 39201
Phone: 601-355-9543 · Fax: 601-353-3374
sales@microblueprint.com

4/27/2023

Ship To:

McMaster & Associates, Inc.
Attn: Kohl Bailey
212 Waterford Square, Suite 300
Madison, MS 39110

Bill To:

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110

PO / Job #

Siwell Rd Striping

Invoice

20235097

QTY.	ITEM NO.	DESCRIPTION	Discount	Price	Extended Price
1	BL-24	1 set of 36 - 24"x36" B&W Digital Prints		$59.40	$59.40
1	C-BW8.5	3 - 8.5"x11" Spec Books, 107 b&w pages, clear front cover and black vinyl back cover, GBC binding		$54.06	$54.06

Terms: Net 30

Sale Amt.:	$113.46	
Freight:	$0.00	X
Sales Tax:	$9.08	
Total Amt.:	**$122.54**	
Paid Today:	$0.00	
Balance:	$122.54	

M^c^MASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

RECEIVED
MAY 22 2023
Byram Purchasing

May 19, 2023

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

Attn: Angela Richburg, City Clerk

For: Job No. M-3040	Engineering Design and Construction Phase Services for **Old Byram Road Bridge Replacement**, Emergency Relief Bridge Replacement Project-ERBR-25(02), City of Byram, MS

DESIGN PHASE FEE	**$210,00.00**	601-301-602
Total Fee Earned (25%)	$52,500.00	
BID PHASE SERVICES	**$7,000.00**	
Total Fee Earned (0%)	$0.00	
CONSTRUCTION PHASE SERVICES	**$233,00.00**	
Total Fee Earned (0%)	$0.00	

Reimbursements

Burns Cooley Dennis, Inc.	$12,000.00
Headwaters, Inc.	$3,800.00

Total Fee Earned	$68,300.00
Less Previous Amount Paid	$0.00
Total Fee This Invoice	**$68,300.00**

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 853-2077

Mailing Address
Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

January 28, 2023
Project No: 000220764.000
Invoice No: 43379

McMaster & Associates
Attn: Cole Goza
212 Waterford Square, Suite 300
Madison, MS 39110

Project 000220764.000 Old Byram Road Bridge SA25-055
Bridge Borings and Sulfate Testing

Professional Services through January 28, 2023

Fee

Total Fee	12,000.00

Total Earned	12,000.00	
Previous Fee Billing	0.00	
Current Fee Billing	12,000.00	
Total Fee		**12,000.00**

Total this Invoice **$12,000.00**

Pd 2/22/23

Headwaters, Inc.
P.O. Box 2836
Ridgeland, MS 39158-
Tel: 601-634-0097 Fax: 769-233-2563
www.headwaters-inc.com

Invoice

Ron McMaster Jr.
McMaster & Associates, Inc.
2?2 Waterford Square, Suite 300
Madison, MS 39110

Invoice Date: May 1, 2023

Invoice Num: 130406

Old Byram Road Bridge Replacement SA25-055 ERBR (2022-0293) - Managed by (TLP)

Services:

Description	**Amount**
Completion of Wetland and Other Waters Assessment	$3,800.00
Subtotal:	**$3,800.00**
Amount Due This Invoice:	**$3,800.00**

This invoice is due upon receipt

Pd.
5/18/23

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

May 19, 2023

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

Attn: Angela Richburg, City Clerk

For: Job No. M-3000 Drainage Study of **Alixandria Drive**, Byram, MS

001- 301-602

Engineer Fee	**$15,000.00**
Percent Complete = 100%	$15,000.00
Less Amount Paid	$15,000.00
Due This Billing	$0.00
Micro Printing	$103.25 Paid
Micro Printing	$36.29 Paid
Burns Cooley Dennis, Inc.	$811.25

RECEIVED
MAY 22 2023
Byram Purchasing

TOTAL AMOUNT DUE **$811.25**

212 WATERFORD SQUARE | SUITE 300 | MADISON, MS 39110
PHONE: 601.605.1090 | FAX: 601.605.1091
"RELATIONSHIPS-RESULTS"

BURNS COOLEY DENNIS, INC.
GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 853-2077

Mailing Address
Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

March 25, 2023
Project No: 000230194.000
Invoice No: 43740

McMaster & Associates
Attn: Ron McMaster, Jr., P.E.
212 Waterford Square, Suite 300
Madison, MS 39110

~~Project 000230194.000 Alexandria Drive Storm Drain; Byram~~
Construction Materials Testing

Professional Services from February 26, 2023 to March 25, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager	.50	210.00	105.00	
Lab/Field Supervisor	.50	95.00	47.50	
Technician 2	1.50	80.00	120.00	
Administrative/Clerical	.25	75.00	18.75	
Totals	2.75		291.25	
Total Labor				**291.25**

Unit Billing

-200 Wash	1.0 Test @ 60.00	60.00	
Atterberg Limits (1 pt.)	1.0 Test @ 75.00	75.00	
Nuclear Gauge	1.0 Day @ 45.00	45.00	
Proctor (Standard)	1.0 Test @ 240.00	240.00	
Vehicle Trip Charge	2.0 Days @ 50.00	100.00	
Total Units		**520.00**	**520.00**

Total this Invoice **$811.25**

Pd.
5/8/22

M[c]MASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

May 19, 2023

RECEIVED
MAY 22 2023
Byram Purchasing

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

Attn: Angela Richburg, City Clerk

For: Job No. M-3021	Engineering Design and Construction Phase Services for **2022 City Overlay Project**, City of Byram, MS

001- 301-602

Low Bid Amount	$800,415.50
Change Order and Adjustments	$0.00
Total Contract Amount To-Date	$800,415.50
DESIGN PHASE FEE (5%)	**$40,020.77**
Total Fee Earned (100%)	$40,020.77
CONSTRUCTION FEE (3%)	**$24,012.47**
Total Fee Earned (0%)	$0.00
Reimbursements	
Burns Cooley Dennis, Inc.	$1,662.50
Burns Cooley Dennis, Inc.	$262.50
Total Fee Earned	$41,945.77
Less Previous Amount Paid	$0.00
Total Fee This Invoice	**$41,945.77**

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 853-2077

Mailing Address
Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

October 29, 2022
Project No: 000220614.000
Invoice No: 42723

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110

Project 000220614.000 City of Byram Coring
Construction Materials Testing
Professional Services from September 25, 2022 to October 29, 2022
Professional Personnel

	Hours	Rate	Amount	
Project Manager	.50	200.00	100.00	
Technician 2	7.50	75.00	562.50	
Totals	8.00		662.50	
Total Labor				**662.50**

Unit Billing

Asphalt Coring	20.0 Each @ 50.00	1,000.00	
Total Units		**1,000.00**	**1,000.00**
	Total this Invoice		**$1,662.50**

Pd.
12/1/22

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 853-2077

Mailing Address
Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

April 29, 2023
Project No: 000230236.000
Invoice No: 43806

McMaster & Associates
Attn: Kohl Bailey
212 Waterford Square, Suite 300
Madison, MS 39110

Project 000230236.000 2023 City of Byram Overlay Mix Design
Construction Materials Testing

Professional Services from March 26, 2023 to April 29, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Engineer	1.50	175.00	262.50	
Totals	1.50		262.50	
Total Labor				**262.50**
			Total this Invoice	**$262.50**

Pd.
5/18/23

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

May 19, 2023

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

Attn: Angela Richburg, City Clerk

For: Job No. M-3060
(CDBG)

On-Site Water Evaluation and Analysis of Gary Road Elementary, Gary Road Intermediate, & Byram Middle School, Byram, MS

Civil Engineering & Planning Fee	**$20,000.00**
Total Fee Earned (50%)	$10,000.00

Total Fee Earned	$10,000.00
Less Previous Amount Paid	$0.00
Total Fee This Invoice	**$10,000.00**

001 - 195 - 602

RECEIVED
MAY 22 2023
Byram Purchasing

212 WATERFORD SQUARE | SUITE 300 | MADISON, MS 39110
PHONE: 601.605.1090 | FAX: 601.605.1091
"RELATIONSHIPS-RESULTS"

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

May 19, 2023

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

Attn: Angela Richburg, City Clerk

For: Job No. M-3110 Survey Services for Gary Road Emergency Pipe Replacement Project, Byram, MS

001-301-602

Engineer Intern Time

8 hrs. @ $115.00/hr. = $920.00

Survey Intern Time

6 hrs. @ $100.00/hr. = $600.00

Survey Crew Time

5 hrs. @ $160.00/hr. = $800.00

Technician Time

8 hrs. @ $90.00/hr. = $720.00

RECEIVED
MAY 22 2023
Byram Purchasing

Mileage Reimbursement

18 miles @ $0.655/mile = $11.79

FEE	$3,051.79
Less Previous Paid	$0.00
Amount Due	$3,051.79

TOTAL DUE THIS INVOICE $3,051.79

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 25, 2023

AGENDA ITEM NO: (l)

CONSENT AGENDA: $30,193.25

TO: MS Paving & Construction

FOR: Payment Application #1 for the 23 City Overlay Project

ACCOUNT NO: 001-301-912

INTRODUCED BY: Bill Miley, Director of Public Works

ATTACHMENTS:

	Description	Upload Date	Type	File Name
🗋	invoice	5/19/2023	Backup Material	Invoice_1.pdf

RECEIVED

MAY 11 2023

PAYMENT APPLICATION

Byram Purchasing

TO: City of Byram

Attn:

FROM: Mississippi Paving & Construction Inc.
P.O. Box 237
Mathiston, MS 39752

FOR:

PROJECT NAME AND LOCATION: 2023-010 2023 City of Byram
2023-010 2023 City Overlay Project, City of Byr

ARCHITECT:

APPLICATION #: 1
PERIOD THRU: 04/30/2023
PROJECT #s:
DATE OF CONTRACT: 05/02/2023
PAYMENT TERMS: Net 30 Days
PAYMENT DUE: 05/30/2023

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. **CONTRACT AMOUNT** $800,415.50
2. **SUM OF ALL CHANGE ORDERS** $0.00
3. **CURRENT CONTRACT AMOUNT** (Line 1 +/- 2) $800,415.50
4. **TOTAL COMPLETED AND STORED** (Column G on Continuation Page) $31,782.37
5. **RETAINAGE:**
   a. 5.00% of Completed Work (Columns D + E on Continuation Page) $1,589.12
   b. 0.00% of Material Stored (Column F on Continuation Page) $0.00
   Total Retainage (Line 5a + 5b or Column I on Continuation Page) $1,589.12
6. **TOTAL COMPLETED AND STORED LESS RETAINAGE** (Line 4 minus Line 5 Total) $30,193.25
7. **LESS PREVIOUS PAYMENT APPLICATIONS** $0.00
8. **PAYMENT DUE** **$30,193.25**
9. **BALANCE TO COMPLETION** (Line 3 minus Line 6) $770,222.25

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Mississippi Paving & Construction Inc.

By: [signature] Date: 05/11/2023

State of: Mississippi

County of: Rankin County

Subscribed and sworn to before me this 11th day of May 2023

Notary Public: Kimberly A Dodd [signature: Kimberly A. Dodd]

My Commission Expires: Oct 25,2026

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 93518 KIMBERLY A. DODD Commission Expires Oct. 25, 2026 RANKIN COUNTY

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT.......... $30,193.25

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: [signature] Date: 5/11/2023

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 2023-010 2023 City of Byram
2023-010 2023 City Overlay Project, City of Byram, Mississippi

APPLICATION #: 1
DATE OF APPLICATION: 04/30/2023
PERIOD THRU: 04/30/2023
PROJECT #s:

A	B	C		D	E	F	G		H	I
				COMPLETED WORK						
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT QTY	$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
01	Mobilization		$64,000.00	$0.00	$2,284.80	$0.00	$2,284.80	4%	$61,715.20	
	$64,000.00 PER	1.00		0.00	0.04	0.00	0.04		0.96	
02	Excess Excavation (FM)		$19,032.00	$0.00	$6,032.13	$0.00	$6,032.13	32%	$12,999.87	
	$39.00 PER CY	488.00		0.00	154.67	0.00	154.67		333.33	
03	Hot Mix Asphalt, Overlay,SC-1 Type 8		$528,572.00	$0.00	$0.00	$0.00	$0.00	0%	$528,572.00	
	$164.00 PER Ton	3,223.00		0.00	0.00	0.00	0.00		3,223.00	
04	Hot Mix Asphalt, Base Repair, BB-1, Type 6		$95,499.00	$0.00	$22,537.24	$0.00	$22,537.24	24%	$72,961.76	
	$131.00 PER Ton	729.00		0.00	172.04	0.00	172.04		556.96	
05	Hot Mix Asphalt, Leveling, SC-1, Type 8		$29,600.00	$0.00	$0.00	$0.00	$0.00	0%	$29,600.00	
	$200.00 PER Ton	148.00		0.00	0.00	0.00	0.00		148.00	
06	Cold Milling of Bituminous Pavement, All Depths		$29,796.00	$0.00	$0.00	$0.00	$0.00	0%	$29,796.00	
	$6.00 PER SY	4,966.00		0.00	0.00	0.00	0.00		4,966.00	
07	Combination Concrete Curb & Gutter		$2,159.00	$0.00	$0.00	$0.00	$0.00	0%	$2,159.00	
	$127.00 PER lf	17.00		0.00	0.00	0.00	0.00		17.00	
08	Maintenance of Traffic		$26,000.00	$0.00	$928.20	$0.00	$928.20	4%	$25,071.80	
	$26,000.00 PER LS	1.00		0.00	0.04	0.00	0.04		0.96	
09	Additional Construction Sign		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	
	$0.00 PER sf	0.00		0.00	0.00	0.00	0.00		0.00	
10	Legend (White) Traffic Striping		$5,757.50	$0.00	$0.00	$0.00	$0.00	0%	$5,757.50	
	$24.50 PER LF	235.00		0.00	0.00	0.00	0.00		235.00	
	TOTALS		$800,415.50	$0.00	$31,782.37	$0.00	$31,782.37	4%	$768,633.13	

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 25, 2023

AGENDA ITEM NO: 7.

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: $563,791.15 Claims for May 3 through 17, 2023

INTRODUCED BY: Linda White, Deputy City Clerk

BOARD ACTION:

ATTACHMENTS:

Description	Upload Date	Type	File Name
Claims	5/22/2023	Cover Memo	Claims.pdf

CITY OF BYRAM

Claims Docket

05/03/2023 to 05/17/2023

MAY 26, 2023 CHECK RUN

Paid Claims:

PACKET # 7689	$29,653.17	05/12/2023 UTILITIES, AGENDA RUN (IN HOUSE)	Pages 1-2 attached

Unpaid Claims:

PACKET # 7681	$35,162.58	05/26/2023 2nd A.P. (IN HOUSE)	Pages 3-5 attached
PACKET # 7699	$467,792.12	05/26/2023 2nd A.P. A/P AUTOMATION	Pages 6-9 attached
PACKET # 7700	$31,183.28	05/26/2023 2nd A.P. (SEWER AUTOMATION)	Page 10 attached

Total Claims:	$563,791.15

Page #1

City of Byram, MS

Docket of Claims Register

APPKT007689 - 05/12/2023 UTILITIES, AGENDA RUN (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
00161	AT & T	DKT0033997					223.05
	3149084393	CIRCUIT 05/01/2023 - 05/31/2023	Invoice	05/01/2023	CIRCUIT 05/01/2023 - 05/31/2023	001-200-605	223.05
00217	BUILDING OFFICIALS ASSOCIATIC	DKT0033998					200.00
	05112023	REGISTRATION - ERIC MUNDEN, JUNE	Invoice	05/11/2023	REGISTRATION - ERIC MUNDEN, JUNE	001-280-611	200.00
01992	C SPIRE BUSINESS SOLUTIONS	DKT0033999					5,384.39
	0000684790-58	PHONES - ALL DEPARTMENTS	Invoice	04/26/2023	PHONES - ALL DEPARTMENTS	001-110-605	179.55
						001-190-605	166.35
						001-195-605	1,106.10
						001-200-605	1,870.94
						001-260-605	1,229.68
						001-280-605	166.35
						001-301-605	332.71
						400-700-605	332.71
02367	CENTENNIAL PLAZA - OASIS RESC	DKT0034000					600.00
	05112023	CONF # 129545511, ERIC MUNDEN, JL	Invoice	05/11/2023	CONF # 129545511, ERIC MUNDEN, JL	001-280-610	600.00
00048	CENTERPOINT ENERGY	DKT0034001					513.10
	CH05022023	CH 5909 TERRY RD UNT GEN 03/27/2C	Invoice	05/02/2023	CH 5909 TERRY RD UNT GEN 03/27/2C	001-195-630	36.04
	FD05022023	FD 200 BYRAM PKWY 03/27/2023 - 04	Invoice	05/02/2023	FD 200 BYRAM PKWY 03/27/2023 - 04	001-260-630	350.80
	PD05022023	PD 141 SOUTHPOINTE DR E 03/27/20:	Invoice	05/02/2023	PD 141 SOUTHPOINTE DR E 03/27/20:	001-200-630	45.67
	PD05022023-2	PD-2 130 SOUTHPOINTE DR STE G 03/	Invoice	05/02/2023	PD-2 130 SOUTHPOINTE DR STE G 03/	001-200-630	34.92
	PW05022023	PW 550 EXECUTIVE BLVD 03/27/2023	Invoice	05/02/2023	PW 550 EXECUTIVE BLVD 03/27/2023	001-301-630	22.84
						400-700-630	22.83
00052	COMCAST	DKT0034002					147.38
	PW04282023	ACCT # 8396 41 046 0073014 (05/03/:	Invoice	04/28/2023	ACCT # 8396 41 046 0073014 (05/03/:	001-301-605	73.69
						400-700-605	73.69
02775	ESCLAVON, MELEAH	DKT0034003					100.00
	05112023	OVERPAYMENT/REFUND	Invoice	05/11/2023	OVERPAYMENT/REFUND	001-000-398	100.00
00859	GOLDEN NUGGET BILOXI HOTEL	DKT0034004					134.00
	05112023	CONF # XYSYB, BRANDE MITCHELL, JUI	Invoice	05/11/2023	CONF # XYSYB, BRANDE MITCHELL, JUI	001-200-610	134.00

Page #2

Docket of Claims Register

APPKT007689 - 05/12/2023 UTILITIES, AGENDA RUN (IN HOUSE)

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00019	GUEST CONSULTANTS, INC	DKT0034005					17,418.75
	7029	REHAB LIFT STATION - BYRAM PKWY/T	Invoice	05/11/2023	REHAB LIFT STATION - BYRAM PKWY/T	400-700-602	1,507.50
	7030	23-014 FIRE STATION #1 GRAVITY SEW	Invoice	05/11/2023	23-014 FIRE STATION #1 GRAVITY SEW	400-700-602	472.50
	7031	REHAB LIFT STATION - WAFFLE HOUSE	Invoice	05/11/2023	REHAB LIFT STATION - WAFFLE HOUSE	400-700-602	7,823.75
	7032	LOCATING LIFT STATION IN LAKE DOCK	Invoice	05/11/2023	LOCATING LIFT STATION IN LAKE DOCK	400-700-602	5,285.00
	7033	LAGOON LEVEE REPAIR	Invoice	05/11/2023	LAGOON LEVEE REPAIR	400-700-602	1,080.00
	7035	GENERAL SERVICES	Invoice	05/11/2023	GENERAL SERVICES	400-700-602	1,250.00
00019	GUEST CONSULTANTS, INC	DKT0034006					1,062.50
	7034	GENERAL SERVICES	Invoice	05/11/2023	GENERAL SERVICES	001-100-602	312.50
	7036	PROJECTS & PLAN REVIEW	Invoice	05/11/2023	PROJECTS & PLAN REVIEW	001-190-602	625.00
	7037	GENERAL SERVICES	Invoice	05/11/2023	GENERAL SERVICES	001-301-602	125.00
00342	IIMC	DKT0034007					435.00
	05112023-1	MEMBERSHIP - CYNTHIA ELABOR	Invoice	05/11/2023	MEMBERSHIP - CYNTHIA ELABOR	001-140-622	125.00
	05112023-2	MEMBERSHIP - JULIA KRAFT	Invoice	05/11/2023	MEMBERSHIP - JULIA KRAFT	001-140-622	125.00
	05112023-3	MEMBERSHIP - ANGELA RICHBURG	Invoice	05/11/2023	MEMBERSHIP - ANGELA RICHBURG	001-140-622	185.00
00002	MS MUNICIPAL LEAGUE	DKT0034008					210.00
	05112023-1	ROSCHELLE J. GIBSON, BASIC & ADVAN	Invoice	05/11/2023	ROSCHELLE J. GIBSON, BASIC & ADVAN	001-100-611	70.00
	05112023-2	ROSHUNDA HARRIS-ALLEN, BASIC LEV	Invoice	05/11/2023	ROSHUNDA HARRIS-ALLEN, BASIC LEV	001-100-611	35.00
	05112023-3	ERMA J JOHNSON, ADVANCED LEVEL	Invoice	05/11/2023	ERMA J JOHNSON, ADVANCED LEVEL	001-100-611	35.00
	05112023-4	ERMA J JOHNSON, BASIC LEVEL	Invoice	05/11/2023	ERMA J JOHNSON, BASIC LEVEL	001-100-611	35.00
	05112023-5	DAVID MOORE, PROFESSIONAL LEVEL	Invoice	05/11/2023	DAVID MOORE, PROFESSIONAL LEVEL	001-100-611	35.00
01766	SNSB SERVICES	DKT0034009					3,000.00
	4796	GRASS MOWED @ GARY/TERRY RDS, S	Invoice	05/08/2023	GRASS MOWED @ GARY/TERRY RDS, S	001-301-638	1,500.00
	4796-2	GRASS MOWED @ GARY/TERRY RDS, S	Invoice	05/08/2023	GRASS MOWED @ GARY/TERRY RDS, S	001-301-638	1,500.00
02744	STREET COP TRAINING	DKT0034010					225.00
	INV-98842	TRAINING - OFFICER DAZIA JOHNSON,	Invoice	05/04/2023	TRAINING - OFFICER DAZIA JOHNSON,	001-200-611	225.00

Total Claims: 14 **Total Payment Amount: 29,653.17**

Page # 3

City of Byram, MS

Docket of Claims Register

APPKT007681 - 05/26/2023 2nd A.P. (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
01291	ALL SEASONS EVENTS, INC	DKT0034075					1,373.50
	5640-2	PO6424 TENTS, TABLES & CHAIRS SBF	Invoice	04/26/2023	PO6424 TENTS, TABLES & CHAIRS SBF	100-550-640	1,373.50
02047	AMAZON CAPITAL SERVICES	DKT0034076					1,079.24
	11RH-KYQM-HWHJ	LAMINATING MACHINE & PAPER	Invoice	05/14/2023	LAMINATING MACHINE & PAPER	001-260-500	49.46
	13N1-RDFL-14YM	PO6650-SHOT TMR, CLNG PATCHES,BC	Invoice	05/11/2023	PO6650-SHOT TMR, CLNG PATCHES,BC	001-200-503	800.57
	1FR6-X3HX-PRNX	BINDING COVERS, ENVELOPES	Invoice	05/07/2023	BINDING COVERS, ENVELOPES	001-140-500	19.99
						001-140-500	51.90
						001-140-500	6.49
	1FR6-X3HX-TTPL	GLOVES, DOOR STOPS	Invoice	05/08/2023	GLOVES, DOOR STOPS	001-190-500	6.99
						400-700-505	98.94
						400-700-510	6.92
	1XC6-YN46-6717	LEAK PROOF SPECIMEN CUPS	Invoice	05/16/2023	LEAK PROOF SPECIMEN CUPS	001-200-505	37.98
00042	AT&T	DKT0034077					214.61
	7082928705	NCIC 04/01/2023 - 04/30/2023	Invoice	05/01/2023	NCIC 04/01/2023 - 04/30/2023	001-200-609	214.61
02628	BURNETT, JULIAN	DKT0034078					106.43
	INV0069256	BURNETT, JULIAN	Invoice	07/25/2022	BURNETT, JULIAN	400-000-156	106.43
02270	CAMERON, BILLY	DKT0034079					173.17
	05052023	TRAVEL REIMBURSEMENT, COLUMBIA	Invoice	05/05/2023	TRAVEL REIMBURSEMENT, COLUMBIA	001-200-610	106.65
	262487	REIMBURSEMENT - WIPER BLADES & F	Invoice	05/05/2023	REIMBURSEMENT - WIPER BLADES & F	001-200-570	66.52
00123	CAPITAL ONE TRADE CREDIT	DKT0034080					291.34
	253896	SUPPLIES	Invoice	05/12/2023	SUPPLIES	001-260-505	80.04
	276739	RUBBERMAID CONTAINERS	Invoice	05/15/2023	RUBBERMAID CONTAINERS	001-260-505	58.97
	341750	RETURN	Credit Memo	05/09/2023	RETURN	100-550-505	-41.02
	415773	INMATE SUPPLIES	Invoice	05/11/2023	INMATE SUPPLIES	001-195-505	20.94
	525950	GROUND BREAKING CEREMONY	Invoice	05/04/2023	GROUND BREAKING CEREMONY	001-260-505	39.16
	752305	PAPER	Invoice	05/17/2023	PAPER	001-200-500	42.26
	806747	STARBUCKS, REDBULLS, CASHEWS	Invoice	04/28/2023	STARBUCKS, REDBULLS, CASHEWS	100-550-505	41.02
	925505	SLANT CANOPY	Invoice	05/16/2023	SLANT CANOPY	001-260-505	49.97
02777	CBC INSTITUTE	DKT0034081					400.00
	MSPOLICYCONFERENCE-23QBG	REGISTRATION - ERMA JOHNSON	Invoice	05/15/2023	REGISTRATION - ERMA JOHNSON	001-100-611	400.00
01348	CITY OF JACKSON	DKT0034082					151.21
	CH05102023	CH 5900 TERRY RD 04/07/2023 - 05/0!	Invoice	05/10/2023	CH 5900 TERRY RD 04/07/2023 - 05/0!	001-195-630	32.90
	PD05102023	PD 141 SOUTHPOINTE DR 04/07/2023	Invoice	05/10/2023	PD 141 SOUTHPOINTE DR 04/07/2023	001-200-630	38.98
	PW05012023	PW 550 EXECUTIVE BLVD 04/07/2023	Invoice	05/01/2023	PW 550 EXECUTIVE BLVD 04/07/2023	001-301-630	39.66
						400-700-630	39.67

Page # 4

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
01447	DOUBLE TREE BY HILTON HOTEL	DKT0034083					6,474.00
	05112023	PO 6574 ROOMS FOR MML	Invoice	05/11/2023	PO 6574 ROOMS FOR MML	001-100-610	4,071.00
						001-110-610	834.00
						001-120-610	417.00
						001-140-610	596.00
						001-301-610	556.00
00361	DPS CRIME LAB	DKT0034084					720.00
	90131409	ANALYTICAL FEES	Invoice	05/15/2023	ANALYTICAL FEES	001-200-614	720.00
0005	ENTERGY	DKT0034085					4,642.05
	10017521065	COLLECTIVE BILL (DAVIS ROAD PARK) #	Invoice	04/24/2023	COLLECTIVE BILL (DAVIS ROAD PARK) #	001-550-630	711.16
	10017595584	COLLECTIVE BILL (TRAFFIC SIGNALS) #	Invoice	05/15/2023	COLLECTIVE BILL (TRAFFIC SIGNALS) #	001-301-631	471.41
	160005995111	CH 5901 TERRY RD 04/10/2023 - 05/0!	Invoice	05/11/2023	CH 5901 TERRY RD 04/10/2023 - 05/0!	001-195-630	787.09
	295005934358	PW 231 SOUTHPOINTE DR 04/07/202:	Invoice	05/10/2023	PW 231 SOUTHPOINTE DR 04/07/202:	001-301-630	204.78
						400-700-630	204.78
	295005934487	PD-2 130 SOUTHPOINTE DR STE G 04/	Invoice	05/10/2023	PD-2 130 SOUTHPOINTE DR STE G 04/	001-200-630	99.43
	455004242071	FD 200 BYRAM PKWY 04/10/2023 - 05	Invoice	05/11/2023	FD 200 BYRAM PKWY 04/10/2023 - 05	001-260-630	1,161.03
	475004190600	PD 141 SOUTHPOINTE DR 04/07/2023	Invoice	05/10/2023	PD 141 SOUTHPOINTE DR 04/07/2023	001-200-630	1,002.37
0005	ENTERGY	DKT0034086					9,229.96
	10017595585	COLLECTIVE BILL (SEWER) # 10201798	Invoice	05/15/2023	COLLECTIVE BILL (SEWER) # 10201798	400-700-632	9,229.96
02780	ESCLAVON-BOYD, MARY	DKT0034087					100.00
	05152023	OVERPAYMENT/REFUND FOR DOCKET	Invoice	05/15/2023	OVERPAYMENT/REFUND FOR DOCKET	001-000-398	100.00
00913	FIRST NATIONAL BANK OF OMAH	DKT0034088					403.42
	05132023-1	INTEREST	Invoice	05/13/2023	INTEREST	001-195-681	4.22
	05152023-2	CREDIT ON INTEREST	Credit Memo	05/15/2023	CREDIT ON INTEREST	001-195-681	-1.75
	05152023-3	KBB ANNUAL WEBSITE FEES (WIX.CON	Invoice	05/15/2023	KBB ANNUAL WEBSITE FEES (WIX.CON	001-195-681	338.95
	05222023	HOTEL/TRAVEL WHISKEY ON THE RIVE	Invoice	05/22/2023	HOTEL/TRAVEL WHISKEY ON THE RIVE	001-200-610	46.01
	INV201924358	COURT ZOOM MEETING 05/13/2023 -	Invoice	05/13/2023	COURT ZOOM MEETING 05/13/2023 -	001-110-681	15.99
00058	FLEETCOR TECHNOLOGIES OPER,	DKT0034089					6,319.83
	NP64353237	VEHICLE FUEL FOR 05/01/2023 - 05/0:	Invoice	05/08/2023	VEHICLE FUEL FOR 05/01/2023 - 05/0:	001-200-525	2,004.88
						001-260-525	245.29
						001-280-525	59.05
						001-301-525	174.70
						001-550-525	94.49
						400-700-525	239.68
	NP64377149	VEHICLE FUEL FOR 05/08/2023 - 05/1	Invoice	05/15/2023	VEHICLE FUEL FOR 05/08/2023 - 05/1	001-200-525	2,093.23
						001-260-525	289.05
						001-280-525	115.76
						001-301-525	527.18
						001-550-525	82.16
						400-700-525	394.36

Page #5

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
01904	GANNETT RIVER STATES PUBLISH	DKT0034090					216.49
	0005575337	NOTICES/PUBLIC HEARINGS	Invoice	04/30/2023	NOTICES/PUBLIC HEARINGS	001-190-615	43.73
						001-190-615	32.78
						001-301-615	139.98
02457	GEORGE, MIKE	DKT0034091					18.25
	05102023	TRAVEL REIMBURSEMENT, SOUTHAVE	Invoice	05/10/2023	TRAVEL REIMBURSEMENT, SOUTHAVE	001-200-610	18.25
00019	GUEST CONSULTANTS, INC	DKT0034092					1,910.00
	7038	STREET MAP ANNEXATION	Invoice	05/11/2023	STREET MAP ANNEXATION	001-195-602	1,910.00
01862	HORTON, HARRY	DKT0034093					166.00
	2208	REIMBURSEMENT - EMBROIDERED/LO	Invoice	05/16/2023	REIMBURSEMENT - EMBROIDERED/LO	001-260-535	166.00
02779	MS BUREAU OF INVESTIGATION	DKT0034094					288.00
	FD05162023-1	BACKGROUND CHECK - NEW EMPLOYE	Invoice	05/16/2023	BACKGROUND CHECK - NEW EMPLOYE	001-260-681	32.00
	FD05162023-2	BACKGROUND CHECK - NEW EMPLOYE	Invoice	05/16/2023	BACKGROUND CHECK - NEW EMPLOYE	001-260-681	32.00
	FD05162023-3	BACKGROUND CHECK - NEW EMPLOYE	Invoice	05/16/2023	BACKGROUND CHECK - NEW EMPLOYE	001-260-681	32.00
	FD05162023-4	BACKGROUND CHECK - NEW EMPLOYE	Invoice	05/16/2023	BACKGROUND CHECK - NEW EMPLOYE	001-260-681	32.00
	FD05162023-5	BACKGROUND CHECK - NEW EMPLOYE	Invoice	05/16/2023	BACKGROUND CHECK - NEW EMPLOYE	001-260-681	32.00
	FD05162023-6	BACKGROUND CHECK - NEW EMPLOYE	Invoice	05/16/2023	BACKGROUND CHECK - NEW EMPLOYE	001-260-681	32.00
	FD05162023-7	BACKGROUND CHECK - NEW EMPLOYE	Invoice	05/16/2023	BACKGROUND CHECK - NEW EMPLOYE	001-260-681	32.00
	FD05162023-8	BACKGROUND CHECK - NEW EMPLOYE	Invoice	05/16/2023	BACKGROUND CHECK - NEW EMPLOYE	001-260-681	32.00
	FD05162023-9	BACKGROUND CHECK - NEW EMPLOYE	Invoice	05/16/2023	BACKGROUND CHECK - NEW EMPLOYE	001-260-681	32.00
02599	ODP BUSINESS SOLUTIONS	DKT0034095					242.41
	308731259001	URINAL MATS	Invoice	04/15/2023	URINAL MATS	001-260-510	45.29
	310848815001	OFFICE & OTHER SUPPLIES	Invoice	04/26/2023	OFFICE & OTHER SUPPLIES	001-110-500	64.11
						001-195-505	25.97
	310852923001	PENS	Invoice	04/26/2023	PENS	001-110-500	9.99
	310852924001	INK FOR COURT COPIER	Invoice	04/27/2023	INK FOR COURT COPIER	001-110-500	17.99
	311703774001	CUPS, ENVELOPES	Invoice	05/04/2023	CUPS, ENVELOPES	001-140-500	52.02
						001-195-505	27.04
01591	QUADIENT FINANCE USA, INC	DKT0034096					265.50
	N9926140	LEASE ON POSTAGE MACHINE	Invoice	05/01/2023	LEASE ON POSTAGE MACHINE	001-195-681	265.50
02348	WALTERS, SHAWN	DKT0034097					78.11
	05122023	TRAVEL REIMBURSEMENT, BILOXI, MS	Invoice	05/12/2023	TRAVEL REIMBURSEMENT, BILOXI, MS	001-200-610	78.11
02778	WHISKEY ON THE RIVER	DKT0034098					299.06
	05162023	CONF# GIAA-3492958-W FOR COLIN C	Invoice	05/16/2023	CONF# GIAA-3492958-W FOR COLIN C	001-200-610	299.06
					Total Claims: 24	Total Payment Amount:	35,162.58

Page # 6

City of Byram, MS

Docket of Claims Register

APPKT007699 - 05/26/2023 2nd A.P. (A/P 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
00362	ALCO PRO, INC	DKT0034042					206.00
	0271310-IN	PO6662-MOUTHPIECE SENSORS FOR F	Invoice	05/11/2023	PO6662-BATTERY COVERS FOR ALCO-S	001-200-505	69.00
					PO6662-MOUTHPIECE SENSORS FOR F	001-200-505	137.00
00505	ALERT-ALL	DKT0034043					455.00
	223040208	PO6625 FD CRAYONS & COLORING B(	Invoice	05/01/2023	PO6625 FD COLORING BOOKS FOR KI	001-260-646	325.00
					PO6625 FD CRAYONS PACKS FOR KID!	001-260-646	130.00
00800	APPLEWHITE, MICHAEL D JR	DKT0034044					928.00
	04252023	PO6623 FD 100 UNIFORM T-SHIRTS	Invoice	04/25/2023	PO6623 FD 100 UNIFORM T-SHIRTS	001-260-535	928.00
00611	BARNETT'S BODY SHOP	DKT0034045					59.95
	75165	OIL CHANGE	Invoice	05/11/2023	OIL CHANGE	001-200-570	59.95
01097	BRITCHES AND BOOTS	DKT0034046					196.99
	186724	PO6626 FD BOOTS FOR F. GREEN	Invoice	04/28/2023	PO6626 FD BOOTS FOR F. GREEN	001-260-535	196.99
02753	CHAIN ELECTRIC COMPANY	DKT0034047					4,500.00
	307424	PO6576 BORING AT LAKE DOCKERY	Invoice	05/05/2023	PO6576 BORING AT LAKE DOCKERY	001-550-681	4,500.00
01197	CINTAS CORPORATION #210	DKT0034048					118.30
	4155110222	UNIFORM RENTALS	Invoice	05/10/2023	UNIFORM RENTALS	001-301-535	33.24
						001-550-535	1.92
						400-700-535	43.79
	4155832429	UNIFORM RENTALS	Invoice	05/17/2023	UNIFORM RENTALS	001-301-535	24.14
						001-550-535	1.92
						400-700-535	13.29
01748	COAST TO COAST COMPUTER PR	DKT0034049					239.00
	A2538899	MIC TONER FOR CHECKS	Invoice	05/05/2023	MIC TONER FOR CHECKS	001-140-500	239.00
00054	CUSTOM PRODUCTS CORPORATI	DKT0034050					5,220.72
	391095	PO 6572 6 SIGNS/ 12 POSTS - WELCON	Invoice	05/10/2023	PO 6572 6 SIGNS/ 12 POSTS - WELCON	100-550-906	4,442.76
	391096	PO 6595 DIRECTION SIGN FOR LIBRAR'	Invoice	05/10/2023	PO 6595 DIRECTION SIGN FOR LIBRAR'	001-195-559	777.96
02774	DOCKERY GRILL	DKT0034051					588.00
	04292023	PO6648 SBF CATERING	Invoice	04/29/2023	PO6648 SBF CATERING	100-550-681	588.00
00516	DULANEY ELECTRIC & ASSOCIATI	DKT0034052					495.00
	9226	PO6640 HOOKED UP GENERATOR FOR	Invoice	05/01/2023	PO6640 HOOKED UP GENERATOR FOR	100-550-681	495.00
00941	ENVIRONMENT MASTERS	DKT0034053					387.50
	155937560	CH PLANNED MAINTENANCE	Invoice	05/11/2023	CH PLANNED MAINTENANCE	001-195-575	387.50

Docket of Claims Register

APPKT007699 - 05/26/2023 2nd A.P. (A/P AUTOMATION)

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
02042	HINDS COUNTY NEWS	DKT0034054					175.00
	2023-260	ONE-FOURTH PAGE CLEAN-UP AD FOR	Invoice	05/01/2023	ONE-FOURTH PAGE CLEAN-UP AD FOR	001-301-615	175.00
00066	INNOVATIVE COMPUTER SOLUTI	DKT0034055					6,065.00
	118676	PD - CLOUD SERVER HOSTING	Invoice	05/01/2023	PD - CLOUD SERVER HOSTING	001-200-681	250.00
	118680	CH ICS CLOUD SERVER HOSTING	Invoice	05/01/2023	CH ICS CLOUD SERVER HOSTING	001-140-650	350.00
	118681	MONTHLY SERVICE CONTRACT	Invoice	05/01/2023	MONTHLY SERVICE CONTRACT	001-110-650	150.00
						001-140-650	502.50
						001-190-650	120.00
						001-195-650	502.50
						001-200-650	1,005.00
						001-260-650	720.00
						001-280-650	120.00
						001-301-650	240.00
	118770	CH ICS CLOUD SERVER HOSTING	Invoice	05/05/2023	I CLOUD HOSTING	001-195-650	2,105.00
00301	JACKSON COMMUNICATIONS	DKT0034056					245.00
	170277	PO6651 FD REPAIR OF PA JACK IN DISP	Invoice	05/08/2023	PO6651 FD REPAIR OF PA JACK IN DISP	001-260-575	245.00
02549	MAGCOR INDUSTRIES	DKT0034057					172.00
	127988	BUSINESS CARDS FOR WHITE/KRAFT	Invoice	05/05/2023	BUSINESS CARDS FOR WHITE/KRAFT	001-120-500	86.00
						001-140-500	86.00
00488	MEL LUNA SAW COMPANY	DKT0034058					301.00
	94349	PO6660 BLADES & BELT	Invoice	05/16/2023	PO6660 BLADES & BELT	001-301-575	256.00
	94350	BLADES TAX EXEMPT LESS $3.60	Invoice	05/16/2023	BLADES TAX EXEMPT LESS $3.60	001-550-575	45.00
02436	NEW SOUTH RADIO, LLC	DKT0034059					4,580.00
	10876-00006-0000	PO 6629 DIGIO - RADIO ADVERTISING	Invoice	04/30/2023	PO 6629 DIGIO - RADIO ADVERTISING	100-550-615	1,355.00
	10876-00007-0000	PO 6629 DIGIO - RADIO ADVERTISING	Invoice	04/30/2023	PO 6629 DIGIO - RADIO ADVERTISING	100-550-615	750.00
	10876-00008-0000	PO 6629 DIGIO - RADIO ADVERTISING	Invoice	04/30/2023	PO 6629 DIGIO - RADIO ADVERTISING	100-550-615	1,875.00
	10877-00004-0000	PO 6629 DIGIO - RADIO ADVERTISING	Invoice	04/30/2023	PO 6629 DIGIO - RADIO ADVERTISING	100-550-615	300.00
	10877-00005-0000	PO 6629 DIGIO - RADIO ADVERTISING	Invoice	04/30/2023	PO 6629 DIGIO - RADIO ADVERTISING	100-550-615	300.00
00544	ONEWAY	DKT0034060					575.26
	22141	PO6567-BADGE STICKERS, WRIST BAN	Invoice	03/24/2023	PO6567-BADGE STICKERS - 1 ROLL	001-200-511	334.03
					PO6567-BADGE STICKERS SET UP FEE	001-200-511	25.00
					PO6567-BLUE DAWG STICKERS - PACK	001-200-511	48.23
					PO6567-WRIST BANDS, FILLED SILICOI	001-200-511	168.00

Page # 8

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00096	O'REILLY AUTOMOTIVE STORES,	DKT0034061					449.25
	1676-133063	RETURN - UNV FED CONV	Credit Memo	03/11/2023	RETURN - UNV FED CONV	001-260-570	-157.97
	1676-133065	UNV FED CONV	Invoice	03/11/2023	UNV FED CONV	001-260-570	157.97
	1676-135336	WIPER BLADES	Invoice	03/24/2023	WIPER BLADES	001-200-570	31.18
	1676-135337	WIPER BLADES	Invoice	03/24/2023	WIPER BLADES	001-200-570	31.18
	1676-136139	BATTERY	Invoice	03/29/2023	BATTERY	001-200-570	190.09
	1676-136153	CORE RETURN	Credit Memo	03/29/2023	CORE RETURN	001-200-570	-50.63
	1676-138589	WIPER BLADES	Invoice	04/12/2023	WIPER BLADES	001-200-570	39.65
	1676-138725	CAPSULE	Invoice	04/12/2023	CAPSULE	001-200-570	20.62
	1676-141118	CAPSULE	Invoice	04/25/2023	CAPSULE	001-200-570	4.48
	1676-141193	MINI BULB	Invoice	04/26/2023	MINI BULB	001-550-570	4.74
	1676-142787	WIPER BLADES	Invoice	05/05/2023	WIPER BLADES	001-200-570	17.47
	1676-143592	WIPER BLADES	Invoice	05/09/2023	WIPER BLADES	001-200-570	31.18
	1676-144500	RETAINER	Invoice	05/15/2023	RETAINER	001-260-570	4.59
	1676-144514	BUMPER RETAINER	Invoice	05/15/2023	BUMPER RETAINER	001-260-570	4.59
	1676-144623	BATTERY, MOTOROIL (12 QUARTS)	Invoice	05/16/2023	BATTERY, MOTOROIL (12 QUARTS)	001-301-575	107.62
	1676-144789	TRANSMISSION FLUID TREATMENT ALI	Invoice	05/17/2023	TRANSMISSION FLUID TREATMENT ALI	001-280-570	12.49
00087	PRECISION DELTA COPRPORATIC	DKT0034062					4,978.00
	27148	PO6391-FIXED STOCK SINGLE LAUNCH	Invoice	05/09/2023	PO6391-FIXED STOCK SINGLE LAUNCH	110-200-904	4,978.00
00345	PRECISION PEST MANAGEMENT	DKT0034063					355.00
	40105	PD PEST CONTROL	Invoice	05/08/2023	PD PEST CONTROL	001-200-560	65.00
	40106	PW PEST CONTROL	Invoice	05/08/2023	PW PEST CONTROL	001-301-560	25.00
						400-700-560	25.00
	40107	DAVIS ROAD PARK PEST CONTROL	Invoice	05/08/2023	DAVIS ROAD PARK PEST CONTROL	001-550-560	50.00
	40108	FD PEST CONTROL	Invoice	05/08/2023	FD PEST CONTROL	001-260-560	125.00
	40109	CH PEST CONTROL	Invoice	05/08/2023	CH PEST CONTROL	001-195-560	65.00
01635	PYRO SHOWS, INC	DKT0034064					1,000.00
	18439	2023 SBF AERIAL FIREWORKS DISPLAY	Invoice	04/30/2023	2023 SBF AERIAL FIREWORKS DISPLAY	100-550-681	1,000.00
00423	RAWORTH & HARVEL. LLC	DKT0034065					1,750.00
	JUNE2023	RENT/OFFICE SPACE @ 130 SOUTHPOI	Invoice	05/16/2023	RENT/OFFICE SPACE @ 130 SOUTHPOI	001-200-688	1,750.00
00089	REVELL HARDWARE	DKT0034066					129.09
	185212/4	FIRE ANT KILLER	Invoice	05/04/2023	FIRE ANT KILLER	001-195-505	22.31
	185345/4	SBF - EQUIPMENT FOR "WELCOME" SI	Invoice	05/11/2023	SBF - EQUIPMENT FOR "WELCOME" SI	100-550-505	44.83
	185405/4	BELT, STTII PUMP DRIVE	Invoice	05/16/2023	BELT, STTII PUMP DRIVE	001-301-575	61.95
00901	ROBERT J YOUNG COMPANY INC	DKT0034067					531.17
	INV6310603	PD RECORDS COPIES 04/01/2023 - 04/	Invoice	05/01/2023	PD RECORDS COPIES 04/01/2023 - 04/	001-200-650	228.82
	INV6310604	PD PATROL COPIES 04/01/2023 - 04/3(	Invoice	05/01/2023	PD PATROL COPIES 04/01/2023 - 04/3(	001-200-650	63.75
	INV6310606	PD CID COPIES 04/01/2023 - 04/30/20	Invoice	05/01/2023	PD CID COPIES 04/01/2023 - 04/30/20	001-200-650	63.75
	INV6310607	COURT COPIER 04/01/2023 - 04/30/2(	Invoice	05/01/2023	COURT COPIER 04/01/2023 - 04/30/2(	001-110-650	174.85
01123	SIRCHIE ACQUISITION COMPANY	DKT0034068					57.53
	0590228-IN	INTEGRITY EVIDENCE BAGS 9X12	Invoice	05/04/2023	INTEGRITY EVIDENCE BAGS 9X12	001-200-505	57.53

Page # 9

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
02539	SYSTRONIC SYSTEMS, LLC	DKT0034069					474.00
	82844	PO6654 FD FIRE ALARM SYSTM MONI	Invoice	05/05/2023	PO6654 FD FIRE ALARM SYSTM MONI	001-260-575	474.00
02639	THE PEOPLES BANK	DKT0034070					426,508.75
	04112023	REVENUE BONDS, SERIES 2017, TOWN	Invoice	04/11/2023	REVENUE BONDS, SERIES 2017, TOWN	215-140-800	380,000.00
						215-140-810	44,758.75
						215-140-840	1,750.00
00340	THORNTON, MELVIN G	DKT0034071					885.70
	81913	PO6635-13-03-MASS AIR FLOW/O-2 SI	Invoice	05/02/2023	PO6635-13-03-INSTALL MASS AIR FLO'	001-200-570	185.00
					PO6635-13-03-MASS AIR FLOW/O-2 SI	001-200-570	224.76
					PO6635-13-03-OIL CHANGE	001-200-570	65.94
	81941	PO6645 FD 2 NEW TIRES, MOUNTED	Invoice	05/04/2023	PO6645 FD 2 NEW TIRES, MOUNTED	001-260-570	410.00
00245	TRAFFIC CONTROL PRODUCTS C(	DKT0034072					1,408.00
	22230385	PO6603 TRAFFIC CONTROL BARRIER R	Invoice	05/11/2023	PO6603 TRAFFIC CONTROL BARRIER R	001-301-640	1,408.00
00506	TRIPLE V, INC	DKT0034073					252.91
	05122023	INMATE MEALS	Invoice	05/12/2023	INMATE MEALS	001-200-683	252.91
02150	WWW.MYFOX40JACKSON.COM	DKT0034074					3,505.00
	2966581-1	PO 6628 SBF TV COMMERCIAL	Invoice	04/30/2023	PO 6628 SBF TV COMMERCIAL	100-550-615	2,505.00
	2966797-1	PO 6628 SBF TV COMMERCIAL	Invoice	04/30/2023	PO 6628 SBF TV COMMERCIAL	100-550-615	1,000.00

Total Claims: 33 **Total Payment Amount: 467,792.12**

Page # 10

Docket of Claims Register

City of Byram, MS

APPKT007700 - 05/26/2023 2nd A.P. (SEWER 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
01005	AUTOMATED POWER, INC	DKT0034011					662.17
	S1116362.001	PO6657 CONTACTORS FOR RANCH PUI	Invoice	05/12/2023	PO6657 CONTACTORS FOR RANCH PUI	400-700-577	662.17
01283	COOPER ELECTRIC MOTOR SERVI	DKT0034012					12,754.90
	RI-2218	PO6618 HYDROMATIC COMPLETE PUI	Invoice	05/04/2023	PO6618 HYDROMATIC COMPLETE PUI	400-700-577	6,422.18
	RI-2219	PO6617 PENTAIR 15HP COMPLETE PUI	Invoice	05/04/2023	PO6617 PENTAIR 15HP COMPLETE PUI	400-700-577	6,332.72
00757	DIER, LARRY MICHAEL	DKT0034013					1,950.00
	941001	PO6659 FOXBURY & BYRAM GAS PUM	Invoice	02/12/2023	PO6659 FOXBURY & BYRAM GAS PUM	400-700-635	700.00
	950853	PO6646 PUMP OUT WALMART & EAGI	Invoice	05/05/2023	PO6646 PUMP OUT WALMART & EAGI	400-700-635	1,250.00
00516	DULANEY ELECTRIC & ASSOCIATI	DKT0034014					303.75
	9227	PO6641 CHGD BREAKER BARRINGTON	Invoice	05/01/2023	PO6641 CHGD BREAKER BARRINGTON	400-700-577	303.75
00495	GRAINGER	DKT0034015					34.32
	05162023	MOTOR START CAPACITORS	Invoice	05/16/2023	MOTOR START CAPACITORS	400-700-577	34.32
02350	HYDRA SERVICE, INC	DKT0034016					5,522.00
	168224	PO6647 WALMART PUMP RENTAL 4-1	Invoice	05/08/2023	PO6647 WALMART PUMP RENTAL 4-1	400-700-640	2,152.00
	168304	PO6592 PUMP RENTAL HOLIDAY RAMI	Invoice	05/08/2023	PO6592 PUMP RENTAL HOLIDAY RAMI	400-700-640	3,370.00
00066	INNOVATIVE COMPUTER SOLUTI	DKT0034017					240.00
	118681-S	SEWER-MONTHLY SERVICE CONTRACT	Invoice	05/01/2023	SEWER-MONTHLY SERVICE CONTRACT	400-700-650	240.00
02728	SHEPPARD SERVICES, LLC	DKT0034018					9,716.14
	FRI-1701	PO6524 CONTROL PNEL EQUIP & INST.	Invoice	05/12/2023	PO6524 CONTROL PNEL EQUIP & INST.	400-700-577	9,716.14
					Total Claims: 8	Total Payment Amount:	31,183.28

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 25, 2023

AGENDA ITEM NO: 8.

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: MS Municipality and County Water Infrastructure Grant 2023

INTRODUCED BY: Linda White, Deputy City Clerk

BOARD ACTION:

ATTACHMENTS:

	Description	Upload Date	Type	File Name
🗋	Grant	5/17/2023	Backup Material	MS_Municipality_and_County_Water_Infrastructure_Grant_2023.pdf

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 538-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Byram, UEI Number: F276NKT9CEK9 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Big Creek Sanitary Sewer Interceptor" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$5,511,037.26**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$2,725,960.12**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$2,725,960.12**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$59,117.02**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$220,441.49**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Million Seven Hundred Twenty-Five Thousand Nine Hundred Sixty Dollars and Twelve Cents ($2,725,960.12)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. **FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. **FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **<u>CONTRACTS</u>**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **<u>APPLICABLE LAW</u>**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes*. Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructue.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).[3]

[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

[3] http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
If to SUBRECIPIENT:	Attention: Mayor Richard White 5901 Terry Road Byram, MS 39272 Phone: (601) 372-7746 E-mail: rwhite@byram-ms.us

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

____
Chris Wells
Executive Director

____
Date

CITY OF BYRAM

____
Mayor Richard White
Signature of Authorized Representative

____
Richard White
Printed Name

____
Title

____
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Big Creek Sanitary Sewer Interceptor

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

> The Project will construct a gravity sanitary sewer line from the west side of I-55 to the Trahon WWTF (Phase I of the Big Creek Interceptor).

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. On or about <u>December 31, 2023</u>, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. On or about <u>January 3, 2024</u>, advertise each construction contract for bids;

d. On or about <u>February 17, 2024</u>, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. **RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as “vendor”). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ 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 SUBRECIPIENT and the Contracted Party or any other parties.

5. **ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party’s books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party’s personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. **RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. **RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. **CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

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

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE:	May 25, 2023	AGENDA ITEM NO: 9.
CONSENT AGENDA:		TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: MS Policy Conference, Biloxi, MS, August 10 - 13. 8/10 is a Board Meeting.

INTRODUCED BY: Linda White, Deputy City Clerk

BOARD ACTION:

ATTACHMENTS:

Description	Upload Date	Type	File Name

No Attachments Available

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE:	May 25, 2023	AGENDA ITEM NO: 10.
CONSENT AGENDA:		TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: Appointment of Voting Delegate and Alternate for the MML Conference in June 2023

INTRODUCED BY: Linda White, Deputy City Clerk

BOARD ACTION:

ATTACHMENTS:

	Description	Upload Date	Type	File Name
🗋	Delegate	5/15/2023	Backup Material	voting_delegates.pdf
🗋	Patti Pettit bio	5/17/2023	Backup Material	Patti_Pettit.pdf
🗋	Tim Kyle bio	5/25/2023	Backup Material	Tim_Kyle.pdf

600 East Amite Street

Suite 104

Jackson MS 39201

601.353.5854

800.325.7641

Fax 601.353.6980

www.mmlonline.com

ATTENTION CITY CLERK

MML 2023 Election of MML 2nd Vice President
Voting Delegate/Alternates Information

On Tuesday, June 27th, 2023, at the MML Annual Conference, an election will be held to select the MML 2nd Vice President. Each member city in good standing (dues are paid in full by May 15, 2023) must identify a voting delegate, along with an alternate. **The list of qualifying candidates is attached.**

To participate in the election, MML must receive this completed form by June 21, 2023.

Important: All voting delegates & alternates must text the keyword **MMLvote2023** to **888-994-1931** to register as a voting delegate for the 2023 election of MML's 2nd Vice President. Voting delegates will be updated on the status of the election by text message.

City/Town of ______________________________

PLEASE PRINT:

Voting Delegate Name/Title: ______________________________
Cell Phone Number: ______________________________

Alternate Name/Title: ______________________________
Cell Phone Number: ______________________________

IF THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 3PM ON TUESDAY, JUNE 27TH, 2023, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE FOR MML 2ND VICE PRESIDENT.

Return by Mail or Fax to:
The Mississippi Municipal League
600 E. Amite Street, Suite 104
Jackson, Mississippi 39201
OR
FAX: (601) 353-6980

Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 18 and are delivered via USA toll free number 8889941931.You may receive up to 5 message(s) per month for text alerts. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicel, U.S. Cellular®, and Boost. For help, text HELP to 8889941931, email samantha@mmlonline.com, or call 6013972009. You may stop your mobile subscription at any time by text messaging STOP to toll free number 8889941931. To opt back in, text "UNSTOP" followed by the keyword to toll free number 8889941931.

2023 MML 2nd Vice President Candidates List

Mayor Tim Kyle
City of Kosciusko

Mayor Patti Pettit
Town of Woodland

Town of Woodland

Post Office Box 39
Woodland, MS 39776
Patti Pettit, Mayor

To my Mississippi Municipal League Constituents,

I am writing to ask for your VOTE!

For those of you who do not know me, my name is Patti Pettit and I have been the mayor of Woodland for the past 32 years. I am married to my wonderful husband, James Pettit and we have 6 children, 2 granddaughters, and 4 precious grandsons. I am blessed to have a large and very supportive family.

I am running for 2nd Vice President of our wonderful MML with the endorsement of the North Mississippi Mayor Association. I am excited to run for 2nd Vice President because I have seen firsthand through my many years of experience the difference, we can make throughout our wonderful state through the support of the MML. In the past couple of months, I have been able to have important conversations with many of you and I have come away with a richer understanding of how the Mississippi Municipal League can support you and your efforts in your hometown.

I will always be honest with you. I will tell you what I know and what I don't know, even if it is not popular. I will ask for input and advice, and I will take it to heart. I will respect your opinions, and decisions, and work for our great state, our boards, committees, and departments. Everything I do will be transparent and you will always have my ear.

My EXPERIENCE is important! For the past years, to name a few, I have been a member of the

- MML Board of Directors, 20+ years
- MML Executive Board, member
- North MS Mayor Association, original member and President for 2 terms
- Three Rivers Planning and Development Board of Directors
- MS Service Company Liability Board, member
- Small Town Committee, Past Chairman
- Youth Committee, Past Chairman
- MML Annual Conference, Past Chairman
- Legislative Committee, member
- Health Committee, member

As the Mayor of Woodland and with the aid of the Mississippi Municipal League, I have put in the work to support important initiatives that have increased the voice of small towns throughout our state to change state law to allow towns with a population of 500 or less to decrease their alderman seats from 5 participants to 3 participants. Through this initiative, I have created a great working relationship with our senators and state representatives.

As the 2nd Vice President, I will use my many years of experience to lay the groundwork for many years to come.

- I will ensure that every member of the MML has a voice and is heard.
- I will keep MML's focus on moving forward and being active toward the challenges ahead and the great opportunities that will come our way.
- I will be guided by the shared values that make the state of MS Great family, faith, education, and community.

Moving forward, I will do my part to promote our great state. We can work collaboratively together to find common ground and create more win-win solutions. For my vision to come to fruition, **I need YOUR partnership and YOUR vote**!

I humbly ask for your **VOTE** on **Tuesday, June 27**, and I look forward to earning your trust and support!

Patti

City of
Kosciusko
MISSISSIPPI

Dear Mayor White,

I am writing to ask for your vote as 2nd Vice President of the MML. Having served as an Alderman at Large for twenty years with sixteen of those as the Mayor Pro Tem helped build a foundation to serving as Mayor now. I have owned several businesses such as a dry cleaner, a Sears Dealer store and a trucking company so I understand the challenges that businesses face which have a direct impact on your city. I have been involved with the MML for twenty-two years and currently serve on the MML Board of Directors and MML Legislative Committee. For several years, I have been a moderator at the annual conference, presenter at last year's summer conference and served as Chairman for the 2022 Small Town Conference. I am currently serving on the board for a couple of foundations and the North Central Planning and Development District. The Lions Club and being a volunteer for the Southern Baptist Disaster Relief Task force is a passion of mine.

The league is a great organization which has helped so many mayors and alderman with their educational needs. One of the best attributes is the legislative efforts and the lobbying power that the league has to help ensure positive legislation from the Capital that benefits and protects our municipalities. It is my wish to continue to provide the best educational events and to keep cities informed on current issues that impact you such as the reduction of grocery taxes and questions about the medical cannabis act etc.

I'm an energetic worker and would love the opportunity to represent your community as your 2nd VP. I have a Bachelor of Science degree from Mississippi State University in Agri-Business and business and government experience. I would appreciate your support.

Thank you for your consideration,

Tim Kyle

Tim Kyle, Mayor

City of Kosciusko

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE:	May 25, 2023	AGENDA ITEM NO:
CONSENT AGENDA:		TO:
FOR:		
ACCOUNT NO:		
INTRODUCED BY:		

DISCUSSION:

- Mayor and Board of Aldermen Work Session – Monday, June 5th, 6:30 p.m., City Hall, 5901 Terry Road
- Coffee Talk with Mayor Richard White, June 6th, 9:00 a.m., Vowells Market Place
- Ward 1 meeting with Alderman Erma Johnson – Tuesday, June 6th, 6:30 p.m., City Hall, 5901 Terry Road
- Mayor and Board of Aldermen Meeting – Thursday, June 8th, 7:00 p.m., City Hall, 5901 Terry Road
- Election for 2% Restaurant Tax – June 13th, 7:00 a.m. to 7:00 p.m., all voting will be done at Byram City Hall, 5901 Terry Road
- Absentee Voting - June 3rd, 8:00 a.m. to noon, Byram City Hall, 5901 Terry Road
- Absentee Voting - June 10th, 8:00 a.m. to noon, Byram City Hall, 5901 Terry Road

ATTACHMENTS:

Description	Upload Date	Type	File Name

No Attachments Available