

**CITY OF BYRAM
MINUTES FOR REGULAR MEETING OF THE MAYOR
AND BOARD OF ALDERMEN
THURSDAY, NOVEMBER 9, 2023, 7:00 PM
City Hall, 5901 Terry Road**

1. Welcome and Call to Order

Mayor 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

Roshunda Harris-Allen, Alderman At Large

Angela Richburg, City Clerk

Legal Counsel Present: Attorney John Scanlon

5. Presented Items

- a. Approval of the lowest and best bid for Jayroe Drive drainage improvements to Fordice Construction Company in the amount of \$213,425.00 - Mr. Ron McMaster**

Motion to accept the lowest and best bid for Jayroe Drive drainage improvements in the amount of \$213,425.00 by Fordice Construction Company

Moved By: Alderman Johnson

Seconded By: Alderman Gibson

MOTION Passed

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

- b. Public Hearing for the purpose of determining whether or not rezoning shall be allowed on three tracts of land on the Byram Parkway - Eric Munden, Building Official**

Motion to open Public Hearing

Moved By: Alderman Gibson

Seconded By: Alderman Amos

MOTION Passed

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

Persons that addressed the Board during the Public Hearing were Attorney Mark Brand and Building Official Eric Munden. An opportunity to address the Mayor and Board of Aldermen was afforded to those in opposition, with no one speaking. All Hearing requirements having been met, the Board found that conditions precedent to the granting of a Petition to amend the City of Byram Official Zoning Map, as required by Section 5.600.16 of the City of Byram's Official Zoning Ordinance of May 23, 2019, exist and have been satisfied in regard to the granting of the Petition, and specifically, the Mayor and Board of Aldermen found and determined that a mistake had been made at the time of the adoption of the City of Byram Official Zoning Map on May 23, 2019, and that there is a public need for the rezoning and the land use requested in the Petition.

Motion to approve the rezoning of the subject property from (R-E) Residential Estate District Classification to (C-3) General Commercial District Classification

Moved By: Alderman Hosey

Seconded By: Alderman Harris-Allen

MOTION Passed

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

Motion to close Public Hearing at 7:25 P.M.

Moved By: Alderman Johnson

Seconded By: Alderman Gibson

MOTION Passed

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

6. Approval of Consent Agenda Items

Motion to approve Consent Agenda with the exclusion of Item p

Moved By: Alderman Gibson

Seconded By: Alderman Harris-Allen

MOTION Passed

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

- (a) **Approval of Minutes from the Regular Meeting of the Mayor and Board of Aldermen held on October 26th, 2023 - Angela Richburg, City Clerk**
- (b) **Approval of a Resolution by the City of Byram Regarding the Mississippi Outdoor Stewardship Trust Fund Program - Angela Richburg, City Clerk**
- (c) **Approval to donate two computers and one monitor to the City of Satartia - Angela Richburg, City Clerk**
- (d) **Approval of the attached Purchasing Policy, updated to match State Purchasing Law - Angela Richburg, City Clerk**
- (e) **Approval of the attached Debt Book contract (001-140-650)**

- (f) **\$31,424.40 to Mills, Scanlon, Dye & Pittman for October legal fees - Angela Richburg, City Clerk**
- (g) **\$14,202.60 to Guest Consultants for October engineering fees - Angela Richburg, City Clerk**
- (h) **\$69,000.00 to Pickering Firm, Inc. for MCWI Grant application and design (400-700-602)**
- (i) **Acceptance of a Certification of Completion presented to Paula Morrison by the Mississippi Judicial College of the University of Mississippi Law Center for having attended the 2023 Municipal Court Clerk's Conference - Angela Richburg, City Clerk**
- (j) **\$495.00 to Axon Enterprise, registration for Sgt. M. Aycox to attend Taser Instructor Certification Course at the Mississippi Bureau of Narcotics, in Hinds County. Nov. 29,2023 (001-200-611)**
- (k) **Acceptance of \$250.00 donation for the 2023 Byram Police Department Christmas Toy Drive from Raworth and Harvel, Inc. - Chief David W. Errington**
- (l) **Approval to surplus 1 light bar, 2 dispatch chairs, and 2 Chrome books - Chief David W. Erring**
- (m) **Acceptance of Memorandum of Understanding between City of Byram and The United States Secret Service**
- (n) **Approval for Sgt. T. Thomas to attend CIT Academy Train the Trainer Course at the Hinds Behavioral Health Services in Jackson, MS on Nov. 15-16, 2023 at no cost to the City - Chief David W. Errington**
- (o) **Approval of the attached contract and \$2,000.00 deposit to Resource Entertainment Group for Dr. Zarr's Amazing Funk Monster to play at the Swinging Bridge Festival (100-550-676)**
- (p) **Acceptance of the final plat for Handley Blvd. Extension**
Motion to accept the Final Plat for Handley Blvd Extension subject to adding a required signature block
Moved By: Alderman Gibson
Seconded By: Alderman Amos
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
- (q) **Approval of Hemphill Construction quote for \$22,750.00 for Byram Parkway Pump Station Improvements (400-700-577)**

Discussion/Action

7. **\$288,341.45 Claims from October 18th to November 1st, 2023 - Angela Richburg, City Clerk**
Motion to approve Claims Docket
Moved By: Alderman Hosey
Seconded By: Alderman Gibson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Gibson, Moore, Harris-Allen
Nayes: Mack
8. **Approval of Change Order for Fire Station No. 2 - Fire Chief Fred Green**
Motion to approve Change Order
Moved By: Alderman Johnson
Seconded By: Alderman Gibson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
9. **Approval to hire a Utility Billing Clerk at \$15.00 per hour with full benefits, contingent upon successful completion of the hiring process - Bill Miley, Public Works Director**
Motion to hire Alysia Haley as a Utility Billing Clerk at \$15.00 per hour with full benefits, contingent upon successful completion of the hiring process
Moved By: Alderman Hosey
Seconded By: Alderman Gibson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
10. **Discussion of Travel Policy - Alderman Teresa Mack**
Alderman Mack requested that this discussion be tabled until the January work session
11. **Department Head's Monthly Reports**
No action taken
12. **Announcements**
No action taken
13. **Adjourn**
Motion to Adjourn at 7:46 P.M.
Moved By: Alderman Gibson
Seconded By: Alderman Harris-Allen
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

APPROVED: 
Richard White, Mayor

Date: 11/30/23

ATTEST: 
Angela Richburg, City Clerk

Date: 11/30/23



CITY OF BYRAM
Claims Docket
10/18/2023 to 11/01/2023
NOVEMBER 10, 2023 CHECK RUN

Paid Claims:

PACKET # 7981	\$23,332.41	10/23/2023 UTILITIES, MISC CHECK RUN	Pages 1-2 attached
PACKET # 7992	\$163,508.54	10/27/2023 AGENDA RUN, UTILITIES	Pages 3-5 attached
PACKET # 7998	\$19,759.29	10/30/2023 UTILITIES, END OF MONTH	Pages 6-8 attached

Unpaid Claims:

PACKET # 7996	\$1,770.01	11/10/2023 1st A.P. (IN HOUSE)	Page 9 attached
PACKET # 8005	\$68,424.84	11/10/2023 1st A.P. (A/P AUTOMATION)	Pages 10-13 attached
PACKET # 8006	\$11,546.36	11/10/2023 1st A.P. (SEWER AUTOMATION)	Page 14 attached

Total Claims:	\$288,341.45		
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City of Byram, MS

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APPKT007981 - 10/23/2023 UTILITIES, MISC CHECK RUN

By Docket/Claim Number

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00161	AT & T 8089842807	DKT0035245 ACCT# 8310012904295 (CIRCUIT) 09/2	Invoice	09/29/2023	ACCT# 8310012904295 (CIRCUIT) 09/2	001-200-605	223.40
00161	AT & T 10112023	DKT0035246 NCIC MONITORING 10/11/2023 - 11/1	Invoice	10/11/2023	NCIC MONITORING 10/11/2023 - 11/1	001-200-609	38.98
00161	AT & T 4817942801	DKT0035247 NCIC MONITORING 09/01/2023 - 09/3	Invoice	10/01/2023	NCIC MONITORING 09/01/2023 - 09/3	001-200-609	214.61
00042	AT&T 10112023	DKT0035248 POLICE DEPARTMENT PHONES 10/11/	Invoice	10/11/2023	POLICE DEPARTMENT PHONES 10/11/	001-200-605	1,192.46
01992	C SPIRE BUSINESS SOLUTIONS 0000684790-63	DKT0035249 PHONES - ALL DEPARTMENTS	invoice	09/26/2023	PHONES - ALL DEPARTMENTS	001-110-605 001-190-605 001-195-605 001-200-605 001-260-605 001-280-605 001-301-605 400-700-605	5,418.64 72.45 166.74 1,217.82 1,895.92 1,232.01 166.74 333.48 333.48
02691	C SPIRE WIRELESS 10072023	DKT0035250 ACCT# 0054631220, CELL PHONES, 09	Invoice	10/07/2023	ACCT# 0054631220, CELL PHONES, 09	001-120-606 001-140-606 001-140-606 001-200-606 001-200-606 001-260-606 001-260-606 001-280-606 001-301-606 001-301-606 001-550-606 400-700-606	2,497.39 34.48 277.76 34.48 487.60 1,103.36 34.48 195.04 98.57 98.57 34.48 49.81 48.76
00048	CENTERPOINT ENERGY PW10162023	DKT0035251 GENERATOR - ACCT# 11732033-3 (09/	Invoice	10/16/2023	GENERATOR - ACCT# 11732033-3 (09/	400-700-630	18.40
00052	COMCAST PW09282023	DKT0035252 ACCT# 8396 41 046 0073014 (10/03/2	Invoice	09/28/2023	ACCT# 8396 41 046 0073014 (10/03/2	001-301-605 400-700-605	147.38 73.69 73.69

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Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00052	COMCAST FD10092023	DKT0035253 ACCT# 8396 41 046 0114198 (10/13/2	Invoice	10/09/2023	ACCT# 8396 41 046 0114198 (10/13/2	001-260-605	265.90
0005	ENTERGY 10018104153	DKT0035254 COLLECTIVE BILL (SEWER) # 10201798	Invoice	10/13/2023	COLLECTIVE BILL (SEWER) # 10201798	400-700-632	7,969.12
0005	ENTERGY 10018104152 305005519241 310004154676	DKT0035255 COLLECTIVE BILL (TRAFFIC SIGNALS) # FD 200 BYRAM PKWY 09/08/2023 - 10 PW 231 SOUTHPOINTE DR 09/07/202:	Invoice Invoice Invoice	10/13/2023 10/11/2023 10/10/2023	COLLECTIVE BILL (TRAFFIC SIGNALS) # FD 200 BYRAM PKWY 09/08/2023 - 10 PW 231 SOUTHPOINTE DR 09/07/202:	001-301-631 001-260-630 001-301-630	4,604.20 441.72 1,507.41
	380003934754 390003892654 50008583967	CH 5901 TERRY RD 09/08/2023 - 10/0! PD 141 SOUTHPOINTE DR 09/07/2023 PD-2 130 SOUTHPOINTE DR STE G 09/	Invoice Invoice Invoice	10/11/2023 10/10/2023 10/10/2023	CH 5901 TERRY RD 09/08/2023 - 10/0! PD 141 SOUTHPOINTE DR 09/07/2023 PD-2 130 SOUTHPOINTE DR STE G 09/	001-195-630 001-200-630 001-200-630	266.67 776.82 1,186.49
00913	FIRST NATIONAL BANK OF OMAH 10162023	DKT0035256 COURTYARD OXFORD (ANGELA), INTEF	Invoice	10/16/2023	COURTYARD OXFORD (ANGELA), INTEF	001-140-610 001-195-681	565.59 178.76
	10162023-6836	HILTON GARDEN (ANGELA/JULIA), LAT	Invoice	10/16/2023	HILTON GARDEN (ANGELA/JULIA), LAT	001-195-681 001-140-610 001-140-610 001-195-681	35.00 9.37 135.00 135.00
	INV221508779 INV223075353	CH ZOOM MEETING 10/02/2023 - 11/1 COURT ZOOM MEETING 10/13/2023 -	Invoice Invoice	10/02/2023 10/13/2023	CH ZOOM MEETING 10/02/2023 - 11/1 COURT ZOOM MEETING	001-195-681 001-110-681	5.48 15.99 15.99
00264	KENTWOOD SPRINGS 12083768 101523 12277150 101423	DKT0035257 PD WATER PW WATER	Invoice Invoice	10/15/2023 10/14/2023	PD WATER PW WATER	001-200-505 001-301-505 400-700-505	99.45 88.95 5.25 5.25
02856	KRAFT, JULIA 10202023	DKT0035258 TRAVEL REIMBURSEMENT, TUPELO, O	Invoice	10/20/2023	TRAVEL REIMBURSEMENT, TUPELO, O	001-140-610	76.89 76.89
Total Claims: 14						Total Payment Amount:	23,332.41



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APPKT007992 - 10/27/2023 AGENDA RUN, UTILITIES

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
02859	APPRaisal RESEARCH COMPAN	DKT0035331	Invoice	10/17/2023	PROFESSIONAL SVCS/APPRaisal SEWI	400-700-601	6,750.00
	10172023	PROFESSIONAL SVCS/APPRaisal SEWI					6,750.00
02862	BMFO, LLC	DKT0035332	Invoice	09/18/2023	PO# 6866 VEHICLE 21-02, DOOR LATCI	001-200-570	490.35
	231045	PO# 6866 VEHICLE 21-02, DOOR LATCI					490.35
02857	BOLTON, LATOIA	DKT0035333	Invoice	10/25/2023	BOLTON, LATOIA	400-000-156	48.53
	INV0077152	BOLTON, LATOIA					48.53
02868	BROWN, BAKARI	DKT0035334	Invoice	09/29/2023	INSURANCE REBATE	001-000-123	4.48
	09292023	INSURANCE REBATE					4.48
01734	CAMPBELL, CHARLIE	DKT0035335	Invoice	09/29/2023	INSURANCE REBATE	001-000-123	32.91
	09292023	INSURANCE REBATE					32.91
02523	CARTER, ODELL	DKT0035336	Invoice	09/29/2023	INSURANCE REBATE	001-000-123	14.32
	09292023	INSURANCE REBATE					14.32
01197	CINTAS CORPORATION #210	DKT0035337	Invoice	08/23/2023	UNIFORM RENTALS	001-301-535	449.70
	4165558854	UNIFORM RENTALS				001-550-535	438.92
						400-700-535	1.92
							8.86
00631	CITY OF BYRAM	DKT0035338	Invoice	10/25/2023	OCTOBER 2023 PAYROLL AND A/P TRA	400-000-005	31,821.10
	10252023-1	OCTOBER 2023 PAYROLL AND A/P TRA					11,746.01
	10252023-2	OCTOBER 2023 DUE TO/FROM TRANSI				400-000-148	20,075.09
00052	COMCAST	DKT0035339	Invoice	10/18/2023	ACCT# 8396 41 043 0118550 (10/22/2	001-195-605	102.10
	CH10182023	ACCT# 8396 41 043 0118550 (10/22/2					102.10
02864	DUNBAR, AUTERY	DKT0035340	Invoice	09/29/2023	INSURANCE REBATE	001-000-123	14.32
	09292023	INSURANCE REBATE					14.32
02671	FLOCK GROUP, INC.	DKT0035341	Invoice	10/12/2023	IMPLEMENTATION FEE/INITIAL PAYME	001-200-640	40,100.00
	10122023	IMPLEMENTATION FEE/INITIAL PAYME					12,600.00
	INV-22828	PO6942-FLOCK FALCON CAMERA SYST	Invoice	10/10/2023	PO6942-FLOCK SAFETY ADVANCED SE,	001-200-640	2,500.00
						001-200-640	25,000.00
02555	HAGGARD, KORY	DKT0035342	Invoice	09/29/2023	INSURANCE REBATE	001-000-123	21.48
	09292023	INSURANCE REBATE					21.48
02042	HINDS COUNTY NEWS	DKT0035343	Invoice	09/29/2023	FULL PAGE AD/OCTOBER (REPLACEME	001-195-615	500.00
	2023-399-2	FULL PAGE AD/OCTOBER (REPLACEME					500.00
02866	JOHNSON, DAZIA	DKT0035344	Invoice	09/09/2023	INSURANCE REBATE	001-000-123	21.48
	09292023	INSURANCE REBATE					21.48

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APPKT007992 - 10/27/2023 AGENDA RUN, UTILITIES

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
02855	JXN WATER INC CH10112023 FD10112023 PD10112023 PW10112023	DKT0035345 ACCT# 1665300000 (09/08/2023 - 10/ ACCT# 1836400000 (09/11/2023 - 10/ ACCT# 3179300000 (09/08/2023 - 10/ ACCT# 9956300000 (09/08/2023 - 10/	Invoice Invoice Invoice Invoice	10/11/2023 10/11/2023 10/11/2023 10/11/2023	ACCT# 1665300000 (09/08/2023 - 10/ ACCT# 1836400000 (09/11/2023 - 10/ ACCT# 3179300000 (09/08/2023 - 10/ ACCT# 9956300000 (09/08/2023 - 10/	001-195-630 001-260-630 001-200-630 001-301-630 400-700-630	256.04 32.90 104.75 39.00 39.70 39.69
01426	KENDRICK, MAURICE 10202023	DKT0035346 TRAVEL REIMBURSEMENT, BILOXI, OCT	Invoice	10/20/2023	TRAVEL REIMBURSEMENT, BILOXI, OCT	001-200-610	89.45 89.45
00264	KENTWOOD SPRINGS 10602189 102023	DKT0035347 CH WATER	Invoice	10/20/2023	CH WATER	001-195-505	61.45 61.45
02445	MOORE, DARRYL P. 09292023-1 09292023-2	DKT0035348 INSURANCE REBATE INSURANCE REBATE	Invoice Invoice	09/29/2023 09/29/2023	INSURANCE REBATE INSURANCE REBATE	001-000-123 001-000-123	31.16 15.22 15.94
02096	MS DEPARTMENT OF REVENUE 10172023-2	DKT0035349 UNDERCOVER TAG 23-03	Invoice	10/17/2023	UNDERCOVER TAG 23-03	001-200-696	16.00 16.00
00512	MS FIRE CHIEFS ASSOCIATION 10252023	DKT0035350 ANNUAL DUES - MICHAEL STERLING	Invoice	10/25/2023	ANNUAL DUES - MICHAEL STERLING	001-260-622	45.00 45.00
01113	PUTT, CHARLES L. 09292023	DKT0035351 INSURANCE REBATE	Invoice	09/29/2023	INSURANCE REBATE	001-000-123	11.64 11.64
02817	QUINN, SHAMEKA R 10162023 10172023 10192023 10232023 10242023 10262023	DKT0035352 DIRECTOR OF COACHING 10/16/2023 DIRECTOR OF COACHING 10/17/2023 DIRECTOR OF COACHING 10/19/2023 DIRECTOR OF COACHING 10/23/2023 DIRECTOR OF COACHING 10/24/2023 DIRECTOR OF COACHING 10/26/2023	Invoice Invoice Invoice Invoice Invoice Invoice	10/16/2023 10/17/2023 10/19/2023 10/23/2023 10/24/2023 10/26/2023	DIRECTOR OF COACHING 10/16/2023 DIRECTOR OF COACHING 10/17/2023 DIRECTOR OF COACHING 10/19/2023 DIRECTOR OF COACHING 10/23/2023 DIRECTOR OF COACHING 10/24/2023 DIRECTOR OF COACHING 10/26/2023	001-550-665 001-550-665 001-550-665 001-550-665 001-550-665 001-550-665	225.00 37.50 37.50 37.50 37.50 37.50 37.50
00043	RICHBURG, ANGELA 10202023 INV0077167	DKT0035353 TRAVEL REIMBURSEMENT, TUPELO, OK TRAVEL REIMBURSEMENT, OXFORD, SI	Invoice Invoice	10/20/2023 09/22/2023	TRAVEL REIMBURSEMENT, TUPELO, OK TRAVEL REIMBURSEMENT, OXFORD, SI	001-140-606 001-140-610 001-140-606 001-140-610	67.35 -40.00 106.04 -70.00 71.31
01177	RIDGELAND FIREFIGHTER'S ASSO 10252023-1 10252023-2	DKT0035354 REG- HARRY HORTON (01/30/2024 - 0 REG- MICHAEL STERLING (01/30/2024	Invoice Invoice	10/25/2023 10/25/2023	REG- HARRY HORTON (01/30/2024 - 0 REG- MICHAEL STERLING (01/30/2024	001-260-611 001-260-611	200.00 100.00 100.00
00194	THE SOUTHERN CONNECTION, LI 27529-2 27681	DKT0035355 ADJUSTABLE CAPS (3) BOOTS	Invoice Invoice	09/29/2023 10/11/2023	ADJUSTABLE CAPS (3) BOOTS	001-200-535 001-200-650	198.97 53.97 145.00

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APPKT007992 - 10/27/2023 AGENDA RUN, UTILITIES

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
02136	TRUSTMARK WEALTH MANAGEN	DKT0035356	PAYMENT 6, FIRE ENGINE (ACCT# 1287	Invoice	10/20/2023	PAYMENT 6, FIRE ENGINE (ACCT# 1287	001-260-820	81,935.71
	10202023						001-260-830	79,587.87
								2,347.84
Total Claims: 26							Total Payment Amount:	163,508.54



City of Byram, MS

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APPKT007998 - 10/30/2023 UTILITIES, END OF MONTH

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
02693	ARCHIVE SOCIAL	274255	DKT0035357	RENEWAL - SOCIAL MEDIA/RISK MGM	Invoice	10/14/2023	RENEWAL - SOCIAL MEDIA/RISK MGM	001-195-681	5,988.00
00123	CAPITAL ONE TRADE CREDIT	00529	DKT0035358	CLEANING & JANITORIAL SUPPLIES/OT	Invoice	10/10/2023	CLEANING & JANITORIAL SUPPLIES/OT	001-260-505	5,988.00
		00734		PARADE FLOAT	Invoice	10/10/2023	PARADE FLOAT	001-260-510	852.18
		02362		PLUG-INS	Invoice	09/22/2023	PLUG-INS	001-200-646	25.20
		04075		HART 200 QT, TUBE LIGHT	Invoice	10/18/2023	HART 200 QT, TUBE LIGHT	001-301-510	34.88
		05261		GAMING MOUSE	Invoice	10/06/2023	GAMING MOUSE	001-200-505	328.35
		05456		MISCELLANEOUS EQUIPMENT/OTHER	Invoice	09/27/2023	MISCELLANEOUS EQUIPMENT/OTHER	001-200-559	40.83
		06022		PARADE FLOAT	Invoice	10/10/2023	PARADE FLOAT	001-200-559	45.76
		06543		COMMUNITY PROMOTIONS	Invoice	10/13/2023	COMMUNITY PROMOTIONS	001-200-646	167.65
00052	COMCAST	PD10232023	DKT0035359	ACCT# 8396 41 046 0063338 (10/24/2)	Invoice	10/23/2023	ACCT# 8396 41 046 0063338 (10/24/2)	001-200-605	48.97
02322	CONNECTICUT-CCSPC	INV0076752	DKT0035360		Invoice	10/06/2023		001-000-125	16.96
		INV0076955			Invoice	10/16/2023		001-000-125	17.47
0005	ENTERGY	10018131339	DKT0035361	COLLECTIVE BILL (DAVIS ROAD PARK) #	Invoice	10/23/2023	COLLECTIVE BILL (DAVIS ROAD PARK) #	001-550-630	30.37
		480003259919		STREETLIGHTS 09/19/2023 - 10/17/20	Invoice	10/23/2023	STREETLIGHTS 09/19/2023 - 10/17/20	001-301-631	95.74
01222	HENLEY, ROSS E.	INV0076805	DKT0035362		Invoice	10/06/2023		001-000-125	357.23
		INV0077008			Invoice	10/16/2023		001-000-125	357.23

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APPKT007998 - 10/30/2023 UTILITIES, END OF MONTH

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
01968	LEGAL SHIELD	DKT0035363					235.30
	CM0001513		Credit Memo	10/31/2023		001-000-123	-0.04
	INV0076775		Invoice	10/06/2023		001-000-123	13.95
	INV0076776		Invoice	10/06/2023		001-000-123	16.95
	INV0076777		Invoice	10/06/2023		001-000-123	17.95
	INV0076778		Invoice	10/06/2023		001-000-123	9.48
	INV0076779		Invoice	10/06/2023		001-000-123	9.48
	INV0076780		Invoice	10/06/2023		001-000-123	9.48
	INV0076781		Invoice	10/06/2023		001-000-123	13.95
	INV0076782		Invoice	10/06/2023		001-000-123	9.48
	INV0076978		Invoice	10/16/2023		001-000-123	13.95
	INV0076979		Invoice	10/16/2023		001-000-123	16.95
	INV0076980		Invoice	10/16/2023		001-000-123	17.95
	INV0076981		Invoice	10/16/2023		001-000-123	9.48
	INV0076982		Invoice	10/16/2023		001-000-123	9.48
	INV0076983		Invoice	10/16/2023		001-000-123	9.48
	INV0076984		Invoice	10/16/2023		001-000-123	13.95
	INV0076985		Invoice	10/16/2023		001-000-123	9.48
	INV0077198		Invoice	10/31/2023		001-000-123	18.95
	INV0077199		Invoice	10/31/2023		001-000-123	14.95
02698	MENDELSON LAW FIRM	DKT0035364					363.63
	INV0077137		Invoice	10/31/2023		001-000-125	363.63
02096	MS DEPARTMENT OF REVENUE	DKT0035365					10.00
	10312023-2	TAG FOR VEHICLE # 23-02	Invoice	10/31/2023	TAG FOR VEHICLE # 23-02	001-200-696	10.00
02096	MS DEPARTMENT OF REVENUE	DKT0035366					10.00
	10312023-3	TAG FOR VEHICLE # PW-2	Invoice	10/31/2023	TAG FOR VEHICLE # PW-2	001-301-696	10.00
02096	MS DEPARTMENT OF REVENUE	DKT0035367					16.00
	10312023-1	UNDERCOVER TAG FOR VEHICLE # 23-4	Invoice	10/31/2023	UNDERCOVER TAG FOR VEHICLE # 23-4	001-200-696	16.00
00980	NATIONAL LEAGUE OF CITIES	DKT0035368					800.00
	10272023	REGISTRATION - ROSCHELLE J. GIBSON	Invoice	10/27/2023	REGISTRATION - ROSCHELLE J. GIBSON	001-100-611	800.00
02772	RAWLINGS, DAVID C.	DKT0035369					643.50
	INV0076750		Invoice	10/06/2023		001-000-125	155.75
	INV0076751		Invoice	10/06/2023		001-000-125	166.00
	INV0076953		Invoice	10/16/2023		001-000-125	155.75
	INV0076954		Invoice	10/16/2023		001-000-125	166.00
00193	REPUBLIC SERVICES, INC	DKT0035370					715.70
	0823-001114260	PD BASIC SERVICE 11/01/2023 - 11/30	Invoice	10/26/2023	PD BASIC SERVICE 11/01/2023 - 11/30	001-200-681	260.61
	0823-001114348	PW BASIC SERVICE 10/01/2023 - 10/31	Invoice	10/26/2023	PW BASIC SERVICE 10/01/2023 - 10/31	001-301-685	455.09

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APPKT007998 - 10/30/2023 UTILITIES, END OF MONTH

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00322	SOUTHERN STATES POLICE BENE	DKT0035371					399.50
	INV0076788		Invoice	10/06/2023		001-000-124	11.75
	INV0076789		Invoice	10/06/2023		001-000-124	11.75
	INV0076790		Invoice	10/06/2023		001-000-124	11.75
	INV0076791		Invoice	10/06/2023		001-000-124	11.75
	INV0076792		Invoice	10/06/2023		001-000-124	11.75
	INV0076793		Invoice	10/06/2023		001-000-124	11.75
	INV0076794		Invoice	10/06/2023		001-000-124	11.75
	INV0076795		Invoice	10/06/2023		001-000-124	11.75
	INV0076796		Invoice	10/06/2023		001-000-124	11.75
	INV0076797		Invoice	10/06/2023		001-000-124	11.75
	INV0076798		Invoice	10/06/2023		001-000-124	11.75
	INV0076799		Invoice	10/06/2023		001-000-124	11.75
	INV0076800		Invoice	10/06/2023		001-000-124	11.75
	INV0076801		Invoice	10/06/2023		001-000-124	11.75
	INV0076802		Invoice	10/06/2023		001-000-124	11.75
	INV0076803		Invoice	10/06/2023		001-000-124	11.75
	INV0076804		Invoice	10/06/2023		001-000-124	11.75
	INV0076991		Invoice	10/16/2023		001-000-124	11.75
	INV0076992		Invoice	10/16/2023		001-000-124	11.75
	INV0076993		Invoice	10/16/2023		001-000-124	11.75
	INV0076994		Invoice	10/16/2023		001-000-124	11.75
	INV0076995		Invoice	10/16/2023		001-000-124	11.75
	INV0076996		Invoice	10/16/2023		001-000-124	11.75
	INV0076997		Invoice	10/16/2023		001-000-124	11.75
	INV0076998		Invoice	10/16/2023		001-000-124	11.75
	INV0076999		Invoice	10/16/2023		001-000-124	11.75
	INV0077000		Invoice	10/16/2023		001-000-124	11.75
	INV0077001		Invoice	10/16/2023		001-000-124	11.75
	INV0077002		Invoice	10/16/2023		001-000-124	11.75
	INV0077003		Invoice	10/16/2023		001-000-124	11.75
	INV0077004		Invoice	10/16/2023		001-000-124	11.75
	INV0077005		Invoice	10/16/2023		001-000-124	11.75
	INV0077006		Invoice	10/16/2023		001-000-124	11.75
	INV0077007		Invoice	10/16/2023		001-000-124	11.75
02364	STEWART, KEVIN THOMAS	DKT0035372					1,500.00
	OCT2023	PUBLIC DEFENDER FOR OCTOBER 2023	Invoice	10/30/2023	PUBLIC DEFENDER FOR OCTOBER 2023	001-110-672	1,500.00
Total Claims: 16						Total Payment Amount:	19,759.29



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APPKT007996 - 11/10/2023 1st 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
02047	AMAZON CAPITAL SERVICES 17R7-QT41-3WD7	DKT0035386 GLOVES,	Invoice	10/20/2023	GLOVES,	001-190-500	346.81
						001-190-500	1.19
						001-190-500	29.99
						001-190-505	24.99
						001-301-505	34.96
						400-700-505	99.96
	1D7Q-T7KL-1KKR	TAG KEYS W/LABELS, TAPE, BANKERS E	Invoice	10/23/2023	TAG KEYS W/LABELS, TAPE, BANKERS E	001-200-500	5.79
						001-200-500	15.54
						001-200-500	38.01
						001-200-681	6.99
	1X36-JL6W-1YTQ	OFFICE SUPPLIES/OTHER	Invoice	10/23/2023	OFFICE SUPPLIES/OTHER	001-140-500	9.97
						001-195-500	10.99
						001-195-505	10.97
						001-195-505	35.99
						001-195-505	3.99
						100-550-505	17.48
00482	CENTRAL MS AUTO PARTS INC. 743073	DKT0035387 HOSE FITTINGS	Invoice	10/25/2023	HOSE FITTINGS	001-301-575	9.24
02826	GANNETT MEDIA CORP 0005898788	DKT0035388 ADVERTISEMENT FOR BUDGET HEARIN	Invoice	09/30/2023	ADVERTISEMENT FOR BUDGET HEARIN	001-140-615	856.60
02599	ODP BUSINESS SOLUTIONS 334698778001	DKT0035389 FILE LABELS, ENVELOPES, SELF-INKER	Invoice	10/10/2023	FILE LABELS, ENVELOPES, SELF-INKER	001-195-500	57.36
	334701121001	EXPANDABLE FOLDERS	Invoice	10/10/2023	EXPANDABLE FOLDERS	001-260-500	30.24
	334701121-001	CREDIT RETURN - FILE POCKETS	Credit Memo	10/12/2023	CREDIT RETURN - FILE POCKETS	001-195-500	25.79
	336402783001	EXPANDABLE FILES	Invoice	10/16/2023	EXPANDABLE FILES	001-260-500	-25.79
01591	QUADIENT FINANCE USA, INC 10312023	DKT0035390 POSTAGE FOR MACHINE ON OCTOBER	Invoice	10/31/2023	POSTAGE FOR MACHINE ON OCTOBER	001-140-608	27.12
							500.00
							500.00
Total Claims: 5						Total Payment Amount:	1,770.01



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APPKT008005 - 11/10/2023 1st 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
02563	ARVEST BANK 2418292 110123	DKT0035391 NOTE# 2418292 DUMP TRUCK #21	Invoice	11/01/2023	NOTE# 2418292 DUMP TRUCK #21	001-301-820 001-301-830	3,406.63 3,307.39 99.24
00006	AUTO TRIM DESIGNS I-112523 I-112577	DKT0035392 PO6935-23-02-INSTALL POLICE GRAPH PO6973-16-06-GRAPHICS FOR CRIME !	Invoice Invoice	10/12/2023 10/30/2023	PO6935-23-02-INSTALL POLICE GRAPH PO6973-16-06-GRAPHICS FOR CRIME !	001-200-915 001-200-570	950.00 525.00 425.00
00750	AUTO ZONE 3850693061 3850696804	DKT0035393 TRANSMISSION FLUID RUBBER EXPANSION	Invoice Invoice	10/26/2023 10/30/2023	TRANSMISSION FLUID RUBBER EXPANSION	001-301-570 001-260-570	24.47 20.98 3.49
01689	AXON ENTERPRISE, INC INUS195424	DKT0035394 PO6961-TASER60-X26P UNLIMITED #1	Invoice	10/15/2023	PO6961-TASER60-X26P UNLIMITED #1	001-200-640	4,485.92 4,485.92
00611	BARNETT'S BODY SHOP 75888 75903 75910 75942 75943	DKT0035395 OIL CHANGE OIL CHANGE OIL CHANGE OIL CHANGE OIL CHANGE	Invoice Invoice Invoice Invoice Invoice	10/18/2023 10/23/2023 10/23/2023 10/31/2023 10/31/2023	OIL CHANGE OIL CHANGE OIL CHANGE OIL CHANGE OIL CHANGE	001-200-570 001-200-570 001-200-570 001-200-570 001-200-570	299.75 59.95 59.95 59.95 59.95 59.95
00899	CAPITOL FRONT END SERVICE 50796	DKT0035396 LABOR, FRONT END ALIGNMENT, SHOI	Invoice	10/18/2023	LABOR, FRONT END ALIGNMENT, SHOI	001-260-570	170.80 170.80
00233	CARTRUST 206702	DKT0035397 OIL CHANGE	Invoice	10/27/2023	OIL CHANGE	001-550-570	82.82 82.82
01197	CINTAS CORPORATION #210 4171922448	DKT0035398 UNIFORM RENTALS	Invoice	10/25/2023	UNIFORM RENTALS	001-301-535 001-550-535 400-700-535	34.42 23.64 1.92 8.86
01811	EEP 488143	DKT0035399 DUAL CIRCUIT PRESSURE SWITCH	Invoice	10/27/2023	DUAL CIRCUIT PRESSURE SWITCH	001-260-570	74.30 74.30
00941	ENVIRONMENT MASTERS 167151750 167214470	DKT0035400 PO6967 FD PLANNED MAINTENANCE CH PLANNED MAINTENANCE	Invoice Invoice	10/25/2023 10/27/2023	PO6967 FD PLANNED MAINTENANCE CH PLANNED MAINTENANCE	001-260-560 001-195-575	821.25 422.25 399.00

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APPKT008005 - 11/10/2023 1st A.P. (A/P AUTOMATION)

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
00058	FLEETCOR TECHNOLOGIES OPER NP65284668	DKT0035401	VEHICLE FUEL FOR 10/16/2023 - 10/23/2023	Invoice	10/23/2023	VEHICLE FUEL FOR 10/16/2023 - 10/23/2023	001-140-525 001-200-525 001-260-525 001-280-525 001-301-525 001-550-525 400-700-525	7,008.29 118.65 1,893.46 311.62 106.54 425.79 73.61 717.76
	NP65306869		VEHICLE FUEL FOR 10/23/2023 - 10/23/2023	Invoice	10/30/2023	VEHICLE FUEL FOR 10/23/2023 - 10/23/2023	001-200-525 001-260-525 001-301-525 001-550-525 400-700-525	1,866.69 318.84 415.91 73.54 685.88
02374	HANCOCK WHITNEY BANK 11012023	DKT0035402	PAYMENT #34 BACKHOE LOADER	Invoice	11/01/2023	PAYMENT #34 BACKHOE LOADER	001-301-820 001-301-830 400-700-820 400-700-830	2,051.21 948.29 77.31 948.30 77.31
00066	INNOVATIVE COMPUTER SOLUTIONS 120712	DKT0035403	PO6947 FD DELL OPTIPLEX COMPUTE	Invoice	10/10/2023	PO6947 FD DELL OPTIPLEX COMPUTE	001-260-575	975.00 975.00
00069	JACKSON PAPER 1356503	DKT0035404	PO6962 FD VARIOUS PAPER SUPPLIES	Invoice	10/13/2023	PO6962 FD 2 CASES COPY PAPER PO6962 FD 2 CASES TORK TOILET TISSUE PO6962 FD VARIOUS PAPER SUPPLIES PO6962 FD 4 CASES CENTERPULL TOWEL	001-260-500 001-260-505 001-260-510 001-260-505	674.42 79.60 88.82 110.26 158.90
	1356909		FOAMING SOAP, HYGIENE MATTING	Invoice	10/17/2023	FOAMING SOAP, HYGIENE MATTING	001-195-510 001-260-510	38.80 77.60
	1358262		FOAMING SOAP	Invoice	10/27/2023	FOAMING SOAP	001-260-505	120.44
00239	LISA B YAZDANI, PH.D., P.L.L.C. 10192023	DKT0035405	PO6957 FD PSYCH EVALS OF 2 FF CAM	Invoice	10/19/2023	PO6957 FD PSYCH EVALS OF 2 FF CAM	001-260-699	600.00 600.00
00076	MID SOUTH UNIFORM & SUPPLY 643716	DKT0035406	PO6951-BELLY CHAIN CUFFS, LEG IRON	Invoice	10/18/2023	PO6951- LEG IRONS PO6951-BELLY CHAIN CUFFS @ HIPS PO6951-CUFF LOCKS	001-200-559 001-200-559 001-200-559	996.07 123.50 289.05 47.58
	644092		PO6972 FD 6 PR KHAKI PANTS, 2 BOC	Invoice	10/31/2023	PO6972 FD 2 BOOTS FOR NEW FFS PO6972 FD 6 PR KHAKI PANTS FOR NI	001-260-535 001-260-535	266.00 269.94

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APPKT008005 - 11/10/2023 1st A.P. (A/P AUTOMATION)

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
00096	O'REILLY AUTOMOTIVE STORES,	DKT0035407						240.47
	1676-165872		WIPER BLADES	Invoice	09/06/2023	WIPER BLADES	001-200-570	31.18
	1676-171171		RETURN - CAPSULE	Credit Memo	10/03/2023	RETURN - CAPSULE	001-200-570	-8.32
	1676-174647		PRORATED BATTERY	Invoice	10/23/2023	PRORATED BATTERY	001-200-570	21.98
	1676-174880		BATTERY	Invoice	10/24/2023	BATTERY	001-200-570	117.62
	1676-175005		MICRO-V BELT, BELT TENSNER, ANTIFR	Invoice	10/25/2023	MICRO-V BELT, BELT TENSNER, ANTIFR	001-550-570	94.24
	1676-175010		CREDIT - RETURN MICRO-V BELT	Credit Memo	10/25/2023	CREDIT - RETURN MICRO-V BELT	001-550-570	-16.23
01317	PAY PROS OF MS, INC	DKT0035408						258.00
	OCT2023		TIME CLOCK LEASE FOR OCTOBER 2023	Invoice	10/31/2023	TIME CLOCK LEASE FOR OCTOBER 2023	001-195-650	258.00
00086	PHELPS	DKT0035409						1,056.25
	1324808		EMPLOYMENT ADVICE	Invoice	10/11/2023	EMPLOYMENT ADVICE	001-200-603	528.12
							001-260-603	528.13
00087	PRECISION DELTA COPRPORATIC	DKT0035410						425.00
	INV0077148		PO6955-12 GA SUPER SOCK BEAN BAG	Invoice	10/25/2023	PO6955-12 GA SUPER SOCK BEAN BAG	001-200-537	425.00
00089	REVELL HARDWARE	DKT0035411						79.00
	188430/4		INSECT BUG STOP	Invoice	10/17/2023	INSECT BUG STOP	001-550-505	15.98
	188542/4		DUCT TAPE	Invoice	10/23/2023	DUCT TAPE	001-280-505	4.53
	188566/4		OIL HP	Invoice	10/24/2023	OIL HP	001-301-575	15.99
	188595/4		GARDEN SPRAYER	Invoice	10/25/2023	GARDEN SPRAYER	001-301-506	37.98
	188620/4		NUTS, BOLTS, FASTENERS	Invoice	10/25/2023	NUTS, BOLTS, FASTENERS	001-260-570	4.52
00901	ROBERT J YOUNG COMPANY INC	DKT0035412						521.84
	INV6576796		CH BLACK & WHITE/COLOR COPIES 09	Invoice	10/11/2023	CH BLACK & WHITE/COLOR COPIES 09	001-100-500	3.13
							001-100-500	2.42
							001-140-500	53.16
							001-140-500	-2.42
							001-190-500	0.27
							001-195-650	209.79
							001-280-500	0.27
	INV6576797		PW BLACK & WHITE/COLOR COPIES 05	Invoice	10/11/2023	PW BLACK & WHITE/COLOR COPIES 05	001-190-650	43.39
							001-280-650	43.39
							001-301-650	84.22
							400-700-650	84.22
02854	RPT COMMERCIAL, INC.	DKT0035413						3,259.69
	11513		PO6944 LIGHTS, COVER & BED LINER 2	Invoice	10/19/2023	PO6944 LIGHTS, COVER & BED LINER 2	001-301-915	2,565.00
	11592		PO6965 PUT WIG WAG LIGHTS ON PT:	Invoice	10/25/2023	PO6965 PUT WIG WAG LIGHTS ON PT:	001-280-570	694.69
00114	SIGNS FIRST	DKT0035414						59.84
	MET-78028		READY TO APPLY LETTERING FOR DOO	Invoice	10/27/2023	READY TO APPLY LETTERING FOR DOO	001-280-570	22.66
							001-280-570	7.26
							001-301-570	22.66
							001-301-570	7.26

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APPKT008005 - 11/10/2023 1st A.P. (A/P AUTOMATION)

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount	
	Payable Number							Distribution Amount	
00419	STEVE'S AUTO GLASS INC 10814	DKT0035415	PO6963-22-03-WINDSHIELD W/SOLAF	Invoice	10/05/2023	PO6963-22-03-WINDSHIELD W/SOLAF	001-200-570	372.70	
02639	THE PEOPLES BANK 10182023	DKT0035416	TIF REVENUE BONDS, SERIES 2017, TO	Invoice	10/18/2023	TIF REVENUE BONDS, SERIES 2017, TO	215-140-810	38,963.75	
00194	THE SOUTHERN CONNECTION, LI 27917	DKT0035417	PO6964-FIRST TAC MEN'S POLO, PRO	Invoice	10/27/2023	PO6964-F/T MEN'S V2 PRO SHIRT	001-200-535	105.98	
	95033		BOOTS	Invoice	10/24/2023	BOOTS	001-200-535	149.99	
	95034		POUCHES FOR HANDCUFFS/MAGAZIN	Invoice	10/24/2023	POUCHES FOR HANDCUFFS/MAGAZIN	001-200-535	104.00	
							Total Claims: 27	Total Payment Amount:	68,424.84



City of Byram, MS

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APPKT008006 - 11/10/2023 1st A.P. (SEWER AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00254	CENTRAL PIPE SUPPLY	DKT0035380					347.38
	S100351750.001	NIPPLES (2), VALVE IMPORTS (4)	Invoice	10/17/2023	NIPPLES (2), VALVE IMPORTS (4)	400-700-577	161.56
	S100352105.001	VALVE IMPORT (2), NIPPLES (4)	Invoice	10/19/2023	VALVE IMPORT (2), NIPPLES (4)	400-700-505	185.82
01283	COOPER ELECTRIC MOTOR SERVI	DKT0035381					126.15
	SI-5907	TR68/19007 RELAY	Invoice	10/27/2023	TR68/19007 RELAY	400-700-556	126.15
00516	DULANEY ELECTRIC & ASSOCIATI	DKT0035382					162.77
	9444	REPLACED BURNED UP WIRE ON SEW/	Invoice	10/10/2023	REPLACED BURNED UP WIRE ON SEW/	400-700-577	162.77
01616	FLUID PROCESS & PUMPS, LLC	DKT0035383					10,521.00
	0027374	50' MINI SWITCH FLOAT	Invoice	10/16/2023	50' MINI SWITCH FLOAT FOR LAKE RID	400-700-556	246.00
	0027402	PO6948 REPLACE PUMP, PANEL AT LAI	Invoice	10/20/2023	PO6948 REPLACE PUMP, PANEL AT LAI	400-700-556	3,425.00
	0027404	PO6950 LAKE RIDGELEA PUMP & PANI	Invoice	10/20/2023	PO6950 LAKE RIDGELEA PUMP & PANI	400-700-556	3,425.00
	0027405	PO6956 PUMP REPLACEMENT 2281 W	Invoice	10/20/2023	PO6956 PUMP REPLACEMENT 2281 W	400-700-556	3,425.00
02782	RAYNER, BRITTANY CAMILLE	DKT0035384					359.08
	1415	PO6958 REPAIR OF TRUCK PT7	Invoice	10/23/2023	PO6958 REPAIR OF TRUCK PT7	400-700-570	359.08
00089	REVELL HARDWARE	DKT0035385					29.98
	188412/4	VALVE SWING CHK & 1-1/4 GLV NIPPLI	Invoice	10/17/2023	VALVE SWING CHK & 1-1/4 GLV NIPPLI	400-700-577	29.98
Total Claims: 6						Total Payment Amount:	11,546.36



McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

BID LETTING - Jayroe Drive Drainage Improvements
City of Byram, Mississippi

RANK	CONTRACTOR	SURETY	AMOUNT OF BID
1	Fordice Construction Company	Fidelity and Deposit Company of Maryland	\$213,425.00
2	Hemphill Construction Company, Inc.	Federal Insurance Company	\$219,414.00
3	Elite Land Management, LLC	Indemnity National Insurance Company	\$248,850.00
4	Delta Constructors, Inc.	N/A	\$0.00

Jayroe Drive Drainage Improvements

City of Byram, Mississippi

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

31-Oct-2023

***** Apparent Low Bid *****

			\$213,425.00		\$219,414.00		248,850.00		N/A	
			Fordice Construction Company		Hemphill Construction Company, Inc.		Elite Land Management, LLC.		Delta Constructors, Inc.	
			Fidelity and Deposit Company of Maryland		Federal Insurance Company		Indemnity National Insurance Company		N/A	
BASE BID										
1	Mobilization	1 LS	10,000.0000	10,000.00	18,000.0000	18,000.00	24,000.0000	24,000.00	0.0000	0.00
2	Clearing and Grubbing	1 LS	25,000.0000	25,000.00	10,000.0000	10,000.00	10,000.0000	10,000.00	0.0000	0.00
3	Removal of Asphalt (All Depths)	150.0 SY	20.0000	3,000.00	20.0000	3,000.00	12.0000	1,800.00	0.0000	0.00
4	Removal of Pipes (All Sizes)(All Types)	80.0 LF	20.0000	1,600.00	100.0000	8,000.00	20.0000	1,600.00	0.0000	0.00
5	Borrow Excavation (L.V.M.)(Contractor Furnished)(Class 9)	230.0 CY	35.0000	8,050.00	28.0000	5,980.00	35.0000	8,050.00	0.0000	0.00
6	Excess Excavation (L.V.M.)	1,050.0 CY	20.0000	21,000.00	30.0000	31,500.00	15.0000	15,750.00	0.0000	0.00
7	80" Reinforced Concrete Pipe	84.0 LF	330.0000	21,120.00	431.0000	27,584.00	475.0000	30,400.00	0.0000	0.00
8	60" Reinforced Concrete Pipe Flared End Section	4.0 EA	6,000.0000	24,000.00	4,100.0000	16,400.00	6,000.0000	24,000.00	0.0000	0.00
9	Hot Mix Asphalt (SC-1)(3" Depth)	30.00 TON	385.0000	10,950.00	270.0000	8,100.00	350.0000	10,500.00	0.0000	0.00
10	Crushed Stone (Size No.810)	100.0 TON	80.0000	8,000.00	75.0000	7,500.00	125.0000	12,500.00	0.0000	0.00
11	Maintenance of Traffic	1 LS	3,500.0000	3,500.00	9,970.0000	9,970.00	35,000.0000	35,000.00	0.0000	0.00
12	Additional Construction Signs	0.00 SF	10.0000	0.00	10.0000	0.00	10.0000	0.00	0.0000	0.00
13	Class "B" Structural Concrete	8.0 CY	1,300.0000	10,400.00	50.0000	400.00	425.0000	3,400.00	0.0000	0.00
14	Commercial Fertilizer (13-13-13)	0.5 TON	1,250.0000	625.00	1,200.0000	600.00	2,500.0000	1,250.00	0.0000	0.00
15	Vegetative Material for Mulch	1.0 TON	435.0000	435.00	300.0000	300.00	2,000.0000	2,000.00	0.0000	0.00
16	Seeding	0.5 AC	1,250.0000	625.00	2,000.0000	1,000.00	1,200.0000	600.00	0.0000	0.00
17	Solid Sodding (Tiffway Bermuda II)	1,000.0 SY	7.5000	7,500.00	11.0000	11,000.00	8.0000	8,000.00	0.0000	0.00
18	Temporary Sill Fence (Type I)(AOS - 0.15-0.84)	800.0 LF	5.0000	4,000.00	3.0000	2,400.00	5.0000	4,800.00	0.0000	0.00
19	RipRap (200#)	140.0 TON	105.0000	14,700.00	145.0000	20,300.00	125.0000	17,500.00	0.0000	0.00
20	Geotextile Fabric	300.0 SY	6.0000	1,800.00	3.0000	900.00	5.0000	1,500.00	0.0000	0.00
21	Temporary Erosion Control Checks	8.0 EA	265.0000	2,120.00	185.0000	1,480.00	150.0000	1,200.00	0.0000	0.00
22	Contingency Allowance	1 LS	35,000.0000	35,000.00	35,000.0000	35,000.00	35,000.0000	35,000.00	0.0000	0.00
TOTAL BID				\$213,425.00		\$219,414.00		\$248,850.00		0.00

Approved:

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

NOTES:

1. Fordice Construction Company is the apparent low bidder.
2. Delta Constructors, Inc. did not execute affidavit in duplicate, therefore, causing their bid to be considered irregular.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to those parties in interest that there will be a Public Hearing at the Mayor and Board of Aldermen Meeting on Thursday, November 9th at 7:00 P.M., City Hall, 5901 Terry Road, Byram, on consideration of the following item:

Public Hearing for the purpose of determining whether or not rezoning shall be allowed on three tracts of land on the Byram Parkway.

All interested citizens are encouraged to attend and comment at the Public Hearing.

Angela E. Richburg

Posted by Angela Richburg, City Clerk, November 2nd, 2023



City of Byram
DRC Meeting November 2, 2023, 2:00 p.m.
Public Works

Agenda:

1. Rezoning for parcels on Byram Parkway from C3/RE to C3
2. Acceptance of final plat for Handley Blvd. Extension (Tractor Supply Rd.)

Present:

Eric Munden, Building Official
Lieutenant Ricardo Kincaid, PD
Bill Miley, Director of Public Works
Chief David Errington, PD
Cheri Bridges, Administrative Assistant
Ricky Thompson, Code Enforcement

1. Rezoning for parcels on Byram Parkway from C3/RE to C3
 - The DRC Members were all in agreement that there was a mistake in the original zoning of the parcels
 - DRC recommends to approve the rezoning request
2. Acceptance of final plat for Handley Blvd. Extension (Tractor Supply Rd.)
DRC recommended to approve the final plat as submitted

Approved: _____

Date: _____

Bill Miley
11/2/23

Public Hearing for the purpose of determining whether or not rezoning shall be allowed on three tracts of land on the Byram Parkway.

NAME	ADDRESS
Jennifer Nylander	805 Leone St. Daphnial
Laura Metony	545 Silver Springs Way
Kwatalba Allen	5078 Womack Drive
Steve Row	4067 Henderson
Bishop A Stanten	19 Deerfield Rd
Kymberly & Jacques Reynolds	103 Paulston Dr
Precious Garner	48 Burgess Cove
Mae Afford	

PROOF OF PUBLICATION

CITY OF BYRAM-LEGALS
City Of Byram-Legals
PO Box 720222
Byram MS 39272-0222

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he/she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspapers editions date as follows:

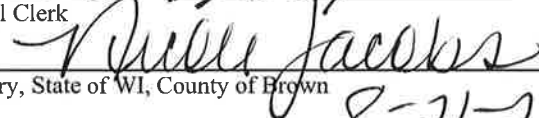
10/23/2023

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 10/23/2023



Legal Clerk



Notary, State of WI, County of Brown

8-21-26

My commision expires

Publication Cost: \$185.11
Order No: 9425024 # of Copies:
Customer No: 1010689 1
PO #: 11/09-Byram Parkway

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

Notice is hereby given to those parties in interest that there will be a hearing on Thursday, November 9, 2023 at 7:00 p.m. at City Hall, 5901 Terry Road, Byram MS for the purpose of determining whether or rezoning shall be allowed on the following described property located in the City of Byram, Mississippi:

Tract-A: A parcel of land containing 3.515 acres or 153104.71 sq ft., more or less, situated in the South 1/2 of the SE 1/4 of Section 14, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi and being more particularly described as follows, to wit: Commencing and Beginning at a found 1/2" rebar marking the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi, said point being the SW corner of the Grace Presbyterian Church property (DB-5616, PG-1); thence proceed along the South line of said Grace Presbyterian Church property (DB-5616, PG-1) N 89°51'32" E a distance of 220.83 feet to a point on the West Right-of-Way Line of Byram Parkway, a paved public road as now laid out and in use this date (June 2023); thence leaving the South line of said Grace Presbyterian Church property (DB-5616, PG-1), continue along said West Right-of-Way Line with a curve turning to the right with an arc length of 196.55 feet, a radius of 498.03 feet, a chord bearing of S 66°11'04" W, and a chord length of 195.28 feet to a point; thence with a reverse curve turning to the left with an arc length of 271.72 feet, a radius of 523.99 feet, a chord bearing of S 62°38'08" W, and a chord length of 268.69 feet to a found 1/2" rebar at the NE corner of City of Byram (Fire Station) property (DB-7130, PG-2499); thence leaving said West Right-of-Way Line of Byram Parkway, run along the North line of said City of Byram (Fire Station) property (DB-7130, PG-2499), S 89°21'01" W a distance of 574.37 feet to a found 1/2" rebar at the NW corner of City of Byram (Fire Station) property (DB-7130, PG-2499); thence leaving said NW corner of City of Byram (Fire Station) property (DB-7130, PG-2499), run N 00°00'11" W a distance of 200.00 feet to a point on the South line of the Foshee Property (DB-3822, PG-197); thence continue along said South line of the Foshee Property (DB-3822, PG-197) N 89°22'49" E a distance of 77.41 feet to a found 3/4" pipe at the SE corner of said Foshee Property (DB-3822, PG-197) & the SW corner of the City of Byram property (DB-7246, PG-1915); thence continue along said South line of the City of Byram property (DB-7246, PG-1915), N 89°22'49" E a distance of 693.42 feet back to The Point of Commencement & Beginning of the above described parcel of land, having an area of 3.515 acres or 153104.71 sq ft., more or less.

Tract-B: A parcel of land containing 8.052 acres or 350764.76 sq ft., more or less, situated in the SW 1/4 of the SE 1/4 of Section 14, & the NW 1/4 of the NE 1/4 of Section 23, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi and being more particularly described as follows, to wit:

Commencing at a found 1/2" rebar marking the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi, proceed S 00°00'00" E a distance of 866.97 feet to a point; thence N 90°00'00" W a distance of 366.15 feet to a found 1/2" rebar at the SE corner of Blount Investments, LLC property (DB-7179, PG-7478), said point being on the West Right-of-Way Line of Byram Parkway, a paved public road as now laid out and in use this date (September 2023), said point also being The Point of Beginning of the following described parcel of land; thence leaving the SE corner of said Blount Investments, LLC property (DB-7179, PG-7478), continue along said West Right-of-Way Line, S 00°29'27" E a distance of 576.98 feet to a found 1/2" rebar at the NE corner of Reynolds property (DB-7274, PG-3289); thence leaving said West Right-of-Way Line of Byram Parkway, run along the North line of said Reynolds property (DB-7274, PG-3289), S 89°30'31" W a distance of 443.58 feet to a point in the center of Big Creek; thence continue northerly along the center of Big Creek N 62°20'40" W a distance of 134.13 feet to a point; thence N 74°50'47" W a distance of 133.16 feet to a point; thence N 10°43'21" W a distance of 74.70 feet to a point; thence N 52°45'31" E a distance of 214.35 feet to a point; thence N 25°09'28" E a distance of 122.30 feet to a point; thence N 11°50'39" E a distance of 91.36 feet to a point; thence N 10°51'41" W a distance of 104.41 feet to a point; thence N 63°36'59" W a distance of 136.05 feet to a point; thence N 54°42'13" W a distance of 154.37 feet to a point; thence leaving the center of Big Creek, run S 89°51'51" E a distance of 391.86 feet to a point at the NW corner of the aforementioned Blount Investments, LLC property (DB-7179, PG-7478); thence continue along the West line of said Blount Investments, LLC property (DB-7179, PG-7478), S 48°24'54" W a distance of 147.43 feet to a point; thence S 09°19'18" E a distance of 72.86 feet to a point at the SW corner of Blount Investments, LLC property (DB-7179, PG-7478); thence continue along the South line of said Blount Investments, LLC property (DB-7179, PG-7478), S 89°51'51" E a distance of 432.63 feet back to The Point of Beginning of the above described parcel of land, having an area of 8.052 acres or 350764.76 sq ft., more or less.

Tract-C: A parcel of land containing 14.489 acres or 631158.82 sq ft., more or less, situated in the NW 1/4 of the

NE 1/4 of Section 23, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi and being more particularly described as follows, to wit: Commencing at a found 1/2" rebar marking the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi, thence proceed S 00°00'00" E a distance of 1600.43 feet to a point; thence N 90°00'00" W a distance of 359.86 feet to a found 1/2" rebar at the SE corner of Reynolds property (DB-7274, PG-3289), said point being on the West Right-of-Way Line of Byram Parkway, a paved public road as now laid out and in use this date (September 2023), said point also being The Point of Beginning of the following described parcel of land; thence leaving the SE corner of Reynolds property (DB-7274, PG-3289), continue along said West Right-of-Way Line, S 00°29'29" E a distance of 693.90 feet to a point; thence with a curve turning to the left with an arc length of 266.31 feet, a radius of 380.00 feet, a chord bearing of S 20°34'04" E, and a chord length of 260.89 feet to a point at the intersection of said West Right-of-Way Line of Byram Parkway and the North Right-of-Way Line of Hwy 51 (AKA-Terry Road); thence leaving said West Right-of-Way Line of Byram Parkway, continue along said North Right-of-Way Line of Hwy 51 (AKA-Terry Road), S 54°21'31" W a distance of 179.47 feet to the SE most corner of the Byram Development Company, LLC property (DB-5234, PG-236); thence leaving said North Right-of-Way Line of Hwy 51 (AKA-Terry Road), run along the South line of the Byram Development Company, LLC property the following distance as described in (DB-5234, PG-236), S 89°30'38" W a distance of 252.47 feet to a point in the center of Big Creek; thence continue along the center of said Big Creek the following distances as described in (DB-5234, PG-236), N 54°31'12" W a distance of 32.23 feet to a point; thence N 88°03'30" W a distance of 128.85 feet to a point; thence N 43°33'42" W a distance of 131.77 feet to a point; thence N 05°47'25" E a distance of 79.55 feet to a point; thence N 65°46'46" E a distance of 135.69 feet to a point; thence N 07°05'31" E a distance of 102.68 feet to a point; thence N 53°00'40" W a distance of 89.95 feet to a point; thence N 87°59'36" W a distance of 167.07 feet to a point; thence N 69°31'40" W a distance of 45.36 feet to a point; thence N 44°57'49" W a distance of 49.50 feet to a point; thence N 12°42'58" W a distance of 97.01 feet to a point; thence N 21°49'34" E a distance of 294.14 feet to a point; thence N 22°24'42" W a distance of 123.75 feet to a point; thence N 14°25'11" E a distance of 99.68 feet to a point; thence leaving said center of Big Creek and running along a portion of the South line of the aforementioned Reynolds property (DB-7274, PG-3289), run N 89°30'31" E a distance of 645.57 feet back to The

Point of Beginning of the above described parcel of land, having an area of 14.489 acres or 631158.82 sq ft., more or less.

*(This description is intended for rezoning purposes and was prepared without the benefit of a Boundary Survey.)
10/23/2023
9425024

Tract-A
Description for Rezoning

A parcel of land containing 3.515 acres or 153104.71 sq ft., more or less, situated in the South 1/2 of the SE 1/4 of Section 14, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi and being more particularly described as follows, to wit:

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*(This description is intended for rezoning purposes and was prepared without the benefit of a Boundary Survey.)

Tract-B

Description for Rezoning

A parcel of land containing 8.052 acres or 350764.76 sqft., more or less, situated in the SW 1/4 of the SE 1/4 of Section 14, & the NW 1/4 of the NE 1/4 of Section 23, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi and being more particularly described as follows, to wit:

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*(This description is intended for rezoning purposes and was prepared without the benefit of a Boundary Survey.)

Tract-C

Description for Rezoning

A parcel of land containing 14.489 acres or 631158.82 sqft., more or less, situated in the NW 1/4 of the NE 1/4 of Section 23, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi and being more particularly described as follows, to wit:

Commencing at a found 1/2" rebar marking the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi, thence proceed S 00°00'00" E a distance of 1600.43 feet to a point; thence N 90°00'00" W a distance of 359.86 feet to a found 1/2" rebar at the SE corner of Reynolds property (DB-7274, PG-3289), said point being on the West Right-of-Way Line of Byram Parkway, a paved public road as now laid out and in use this date (September 2023), said point also being The Point of Beginning of the following described parcel of land; thence leaving the SE corner of Reynolds property (DB-7274, PG-3289), continue along said West Right-of-Way Line, S 00°29'29" E a distance of 693.90 feet to a point; thence with a curve turning to the left with an arc length of 266.31 feet, a radius of 380.00 feet, a chord bearing of S 20°34'04" E, and a chord length of 260.89 feet to a point at the intersection of said West Right-of-Way Line of Byram Parkway and the North Right-of-Way Line of Hwy 51 (AKA-Terry Road); thence leaving said West Right-of-Way Line of Byram Parkway, continue along said North Right-of-Way Line of Hwy 51 (AKA-Terry Road), S 54°21'31" W a distance of 179.47 feet to the SE most corner of the Byram Development Company, LLC property (DB-5234, PG-236); thence leaving said North Right-of-Way Line of Hwy 51 (AKA-Terry Road), run along the South line of the Byram Development Company, LLC property the following distance as described in (DB-5234, PG-236), S 89°30'38" W a distance of 252.47 feet to a point in the center of Big Creek; thence continue along the center of said Big Creek the following distances as described in (DB-5234, PG-236), N 54°31'12" W a distance of 32.23 feet to a point; thence N 88°03'30" W a distance of 128.85 feet to a point; thence N 43°33'42" W a distance of 131.77 feet to a point; thence N 05°47'25" E a distance of 79.55 feet to a point; thence N 65°46'46" E a distance of 135.69 feet to a point; thence N 07°05'31" E a distance of 102.68 feet to a point; thence N 53°00'40" W a distance of 89.95 feet to a point; thence N 87°59'36" W a distance of 167.07 feet to a point; thence N 69°31'40" W a distance of 45.36 feet to a point; thence N 44°57'49" W a distance of 49.50 feet to a point; thence N 12°42'58" W a distance of 97.01 feet to a point; thence N 21°49'34" E a distance of 294.14 feet to a point; thence N 22°24'42" W a distance of 123.75 feet to a point; thence N 14°25'11" E a distance of 99.68 feet to a point; thence leaving said center of Big Creek and running along a portion of the South line of the aforementioned Reynolds property (DB-7274, PG-3289), run N 89°30'31" E a distance of 645.57 feet back to The Point of Beginning of the above described parcel of land, having an area of 14.489 acres or 631158.82 sqft., more or less.

*(This description is intended for rezoning purposes and was prepared without the benefit of a Boundary Survey.)

EXHIBIT FOR:
REZONING OF CERTAIN PROPERTIES
 BEING LOCATED IN THE S 1/2 OF THE SE 1/4 OF SECTION 14 &
 THE NW 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 4 NORTH,
 RANGE 1 WEST, CITY OF BYRAM, FIRST JUDICIAL DISTRICT,
 HINDS COUNTY, MISSISSIPPI.

City of Byram
 DB-7245
 PG-1915

Grace Presbyterian
 Church
 DB-5616
 PG-1

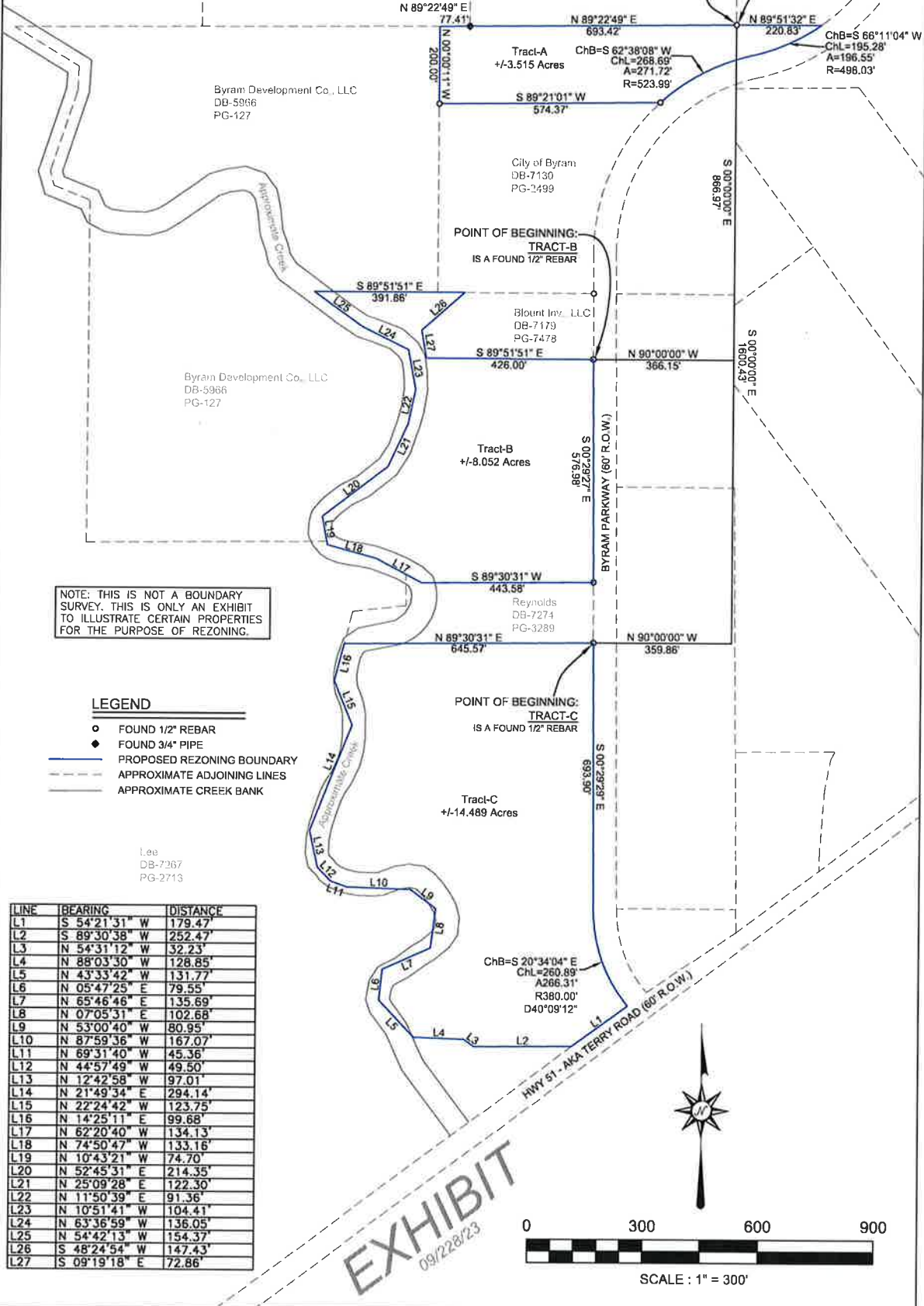
Foshee
 DB-3822
 PG-197

THE POINT OF COMMENCEMENT:
 IS A FOUND 1/2" REBAR MARKING THE NW
 CORNER OF THE SW 1/4 OF THE SE 1/4 OF
 SECTION 14, T4N-R1W, CITY OF BYRAM, FIRST
 JUDICIAL DISTRICT, HINDS COUNTY, MISSISSIPPI

POINT OF BEGINNING:
 TRACT-A
 IS A FOUND 1/2" REBAR

POINT OF BEGINNING:
 TRACT-B
 IS A FOUND 1/2" REBAR

POINT OF BEGINNING:
 TRACT-C
 IS A FOUND 1/2" REBAR



NOTE: THIS IS NOT A BOUNDARY SURVEY. THIS IS ONLY AN EXHIBIT TO ILLUSTRATE CERTAIN PROPERTIES FOR THE PURPOSE OF REZONING.

- LEGEND**
- FOUND 1/2" REBAR
 - ◆ FOUND 3/4" PIPE
 - PROPOSED REZONING BOUNDARY
 - - - APPROXIMATE ADJOINING LINES
 - - - APPROXIMATE CREEK BANK

Lee
 DB-7367
 PG-2713

LINE	BEARING	DISTANCE
L1	S 54°21'31" W	179.47'
L2	S 89°30'38" W	252.47'
L3	N 54°31'12" W	32.23'
L4	N 88°03'30" W	128.85'
L5	N 43°33'42" W	131.77'
L6	N 05°47'25" E	79.55'
L7	N 65°46'46" E	135.69'
L8	N 07°05'31" E	102.68'
L9	N 53°00'40" W	80.95'
L10	N 87°59'36" W	167.07'
L11	N 69°31'40" W	45.36'
L12	N 44°57'49" W	49.50'
L13	N 12°42'58" W	97.01'
L14	N 21°49'34" E	294.14'
L15	N 22°24'42" W	123.75'
L16	N 14°25'11" E	99.68'
L17	N 62°20'40" W	134.13'
L18	N 74°50'47" W	133.16'
L19	N 10°43'21" W	74.70'
L20	N 52°45'31" E	214.35'
L21	N 25°09'28" E	122.30'
L22	N 11°50'39" E	91.36'
L23	N 10°51'41" W	104.41'
L24	N 63°36'59" W	136.05'
L25	N 54°42'13" W	154.37'
L26	S 48°24'54" W	147.43'
L27	S 09°19'18" E	72.86'

EXHIBIT
 09/22/23



SCALE : 1" = 300'

tract A



Sent from my iPhone



Julia Kraft

From: Eric Munden
Sent: Friday, November 3, 2023 8:42 AM
To: Julia Kraft
Subject: rezoning pictures

From: Eric Munden
Sent: Friday, November 3, 2023 8:20 AM
To: Eric Munden <emunden@byram-ms.us>
Subject:

tract C



**ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF BYRAM, HINDS COUNTY, MISSISSIPPI
AMENDING THE OFFICIAL ZONING ORDINANCE AND MAP OF
THE CITY OF BYRAM, MISSISSIPPI TO REZONE REAL PROPERTY
LOCATED ALONG BYRAM PARKWAY AND BEING A PART OF (PARCEL NOS. 4851-
269 AND 4851-380), IN THE CITY OF BYRAM, HINDS COUNTY, MISSISSIPPI, BY
CHANGING THE USE DISTRICT CLASSIFICATION FROM (R-E) TO (C-3)**

WHEREAS, Byram Parkway, LLC and its Sole Member Byram Development Company, Inc. (the "Petitioner") did make a request to rezone certain property described herein from its present (R-E) Residential Estate District Classification to (C-3) General Commercial District Classification (the "Petition"); and,

WHEREAS, at its regular public meeting held on November 2, 2023, the Development Review Committee ("DRC") recommend the matter be directed to the Mayor and Board of Aldermen for approval, and thereafter voted to recommend that the Petition be approved; and,

WHEREAS, the Petitioner did provide evidence to the City of Byram that all notice requirements had been met of both statute and as provided under the Zoning Ordinance of the City of Byram; and,

WHEREAS, the City of Byram did cause notice of the November 9, 2023, public hearing to be published in The Clarion Ledger, a newspaper published in the City of Byram, Hinds County, Mississippi, in the manner and for the time required by law on October 23, 2023; and,

WHEREAS, at the time, date and place specified in the notice, the Mayor and Board of Aldermen of the City of Byram, Mississippi, did conduct a full and complete public hearing on the Petition, and received comments and heard evidence presented by the Petitioner.

WHEREAS, the Mayor and Board of Aldermen are fully familiar with the request and the property and existing land uses within the City of Byram and in the area of the City where the

property is located, and in acting on this Ordinance, have duly considered the matters and facts within their personal knowledge as same affect the land uses required in the Petition; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen along with the recommendation of the Development Review Committee (“DRC”), and after discussion thereof, Alderman HOSEY offered the following Ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi as follows, to-wit:

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

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Petition to amend the City of Byram Official Zoning Map as required by Section 5.600.16 of the City of Byram’s Official Zoning Ordinance of May 23, 2019, exist and have been satisfied in regard to the granting of the Petition, and specifically, the Mayor and Board of Aldermen do hereby find and determine that there was a mistake made at the time of adoption of the City of Byram Official Zoning Map on May 23, 2019, and that there is a public need for the rezoning and the land use requested in the Petition.

SECTION 3. That certain property as described below owned by Byram Development Company, Inc. be re-zoned from (R-E) Residential Estate District Classification to (C-3) General Commercial District Classification.

SECTION 4. That the Use District Classification of the following described property be, and same is hereby changed from its present (R-E) Classification to (C-3) Classification as to the

following described property (the "property"), to-wit:

Tract-A: A parcel of land containing 3.515 acres or 153104.71 sqft., more or less, situated in the South 1/2 of the SE 1/4 of Section 14, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi.

Tract-B: A parcel of land containing 5.880 acres or 256123.55 sqft., more or less, situated in the SW 1/4 of the SE 1/4 of Section 14, & the NW 1/4 of the NE 1/4 of Section 23, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi.

Tract-C: A parcel of land containing 10.388 acres or 452518.45 sqft., more or less, situated in the NW 1/4 of the NE 1/4 of Section 23, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi.

All being located along Byram Parkway and being a part of Hinds County Tax Parcel Nos.: 4851-269 and 4851-380 and all being more particularly described in said petition filed with the City of Byram by Petitioner on September 7, 2023.

SECTION 5. That the City of Byram's Official Zoning Ordinance of May 23, 2019, and the Official Zoning Map be, and same are hereby amended to effectuate this change in zoning classification.

SECTION 6. This ordinance shall be effective thirty (30) days after its passage and after publication of same as required in § 21-13-11 Mississippi Code of 1972.

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi at a regular meeting thereof held on the 9th day of November, 2023.

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

Alderman Johnson (Ward 1) voted: A4E

Alderman Hosey (Ward 2) voted: AYE
Alderman Amos (Ward 3) voted: AYE
Alderman Mack (Ward 4) voted: AYE
Alderman Gibson (Ward 5) voted: AYE
Alderman Moore (Ward 6) voted: AYE
Alderman Harris-Allen (At-large) voted: AYE

WHEREUPON, the Mayor declared the Motion had carried and that the Ordinance was adopted.

SO RESOLVED, ADOPTED, AND APPROVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi at its regular meeting held on the 9th day of November, 2023.

CITY OF BYRAM, MISSISSIPPI

BY: 
RICHARD WHITE, MAYOR

ATTEST:

BY: 
ANGELA RICHBURG, CITY CLERK

[SEAL]



**A RESOLUTION BY
THE CITY OF BYRAM,
MISSISSIPPI
REGARDING THE
MS OUTDOOR STEWARDSHIP TRUST FUND PROGRAM**

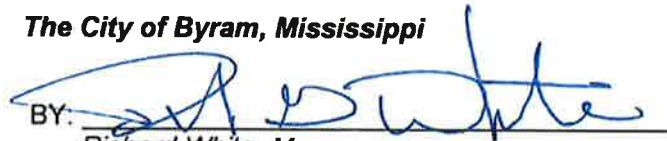
WHEREAS, the City of Byram, Mississippi desires to submit an application for funding through the Mississippi Outdoor Stewardship Trust (MOST) to construct a walking trail at the Byram Municipal Park and Sports Complex on Siwell Road, and

WHEREAS, The City of Byram desires to designate a Main Point of Contact for this project, and

Now, Therefore, I, Richard G. White, Mayor of Byram, and the Board of Aldermen of Byram, designates Angela Richburg, City Clerk of Byram as the Main Point of Contact for the herein referenced project.

SO ORDERED this 31ST day of October, 2023.

The City of Byram, Mississippi

BY: 
Richard White, Mayor

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 9, 2023 AGENDA ITEM NO: (c)

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: In replacing our budgeted items, and after having been made aware of the needs of another municipality, we seek approval to donate two CPU's and one monitor that would otherwise have been disposed of to the Village of Satartia.

#01357 - Dell computer #4GBT903, purchased in 2019 and replaced in 2023

#01279 – HP Prodesk 400G, purchased in 2019 and replaced in 2023
Acer monitor previously used in boardroom

ATTACHMENTS:

Description	Upload Date	Type	File Name
No Attachments Available			

CITY OF BYRAM
PURCHASING POLICY
(amended November 9, 2023)

Mission Statement

The purpose of this Purchasing Policy is to ensure that sound business judgment is utilized in all purchase transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable executive orders and state law and to ensure that all purchasing transactions will be conducted in a manner that provides full and open competition. Upon all things being equal, purchases are to be made within the City of Byram. It is the desire of the City of Byram to secure the best commodity and/or service at the best price for the tax dollar.

Methods of Purchasing

Purchase procedures for the procurement of services, supplies, or other property:

1. Any purchase over \$250.00 requires a Purchase Order.
2. A Purchase Order up to \$1,000.00 may be approved and signed for by the Department Head.
3. A Purchase Order over \$1,000.00 up to \$5000.00 is to be approved by the Department Head and the Purchasing Clerk.
4. Any purchase over \$5,000.00, and any membership fees, travel, subscriptions, or contracts must be signed off on by the Department Head, submitted to the Purchasing Clerk, and put on the agenda for approval by the Board.
5. Exceptions – Any item specifically listed on the Budget only requires a Purchase Order approved by the Department Head and Purchasing Clerk.

A Purchase Order is a legal and binding agreement between the vendor and the City. If the Purchase Order does not agree with vendor records, it is the responsibility of the vendor to contact the City to have the order rescinded before delivery is attempted.

Bid Process

Purchases less than \$5,000.00 excluding freight or shipping charges, may be made without advertising or otherwise requesting competitive bids or quotes. “Comparative” buying practices should always be followed when goods and services are sought to be purchased.

Purchases \$5,000 to \$75,000.00, excluding freight and shipping charges, may be made from the lowest and best bidder without publishing or posting an advertisement for bids, provided at least two (2) competitive written quotes have been obtained. The Department Head will have the authorization to accept the lowest and best competitive written quote if the item has been budgeted for and a Purchase Order is completed and submitted to the Purchasing Clerk with the attached quotes before the actual purchase is made. If the item has not been budgeted for, the Purchasing Clerk will then have the Purchase Order and documentation placed on the agenda for approval by the Board and recorded in the official minutes. The term “competitive written quote” shall mean a bid or quote submitted to the buying agency or governing authority and signed by authorized personnel representing the vendor. “Competitive” shall

mean that the quotes are developed based upon comparable identification of the needs and are developed independently and without knowledge of other quotes or prospective bids. Quotes may be submitted by facsimile, electronic mail, hand delivered or regular mail.

For purchases over \$75,000.00 excluding freight and shipping charges, all official bid notices will appear in the Clarion Ledger, the City's current legal publication vendor. Items placed for bid are listed in the classified section of the newspaper. The bid notice shall appear at least once each week for two (2) consecutive weeks with the bid opening not less than seven (7) working days from the last publication. For construction projects the bids shall not be opened in less than fifteen (15) working days after the last notice is published. The invitation to bid will state where the bid should be turned in and the bid opening time, date, and place. Once the lowest and best bid has been decided upon the documentation will be placed on the agenda for approval by the Board and recorded in the official minutes.

Reverse auctions shall be the primary method for receiving bids during the bidding process.

SPECIAL CIRCUMSTANCES

Emergency Purchase Procedure Reference Sec. 31-7-1 (f)

If the governing Board of the City determines that an emergency exists regarding the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City, then the provisions herein for competitive bidding shall not apply and the Department Head shall be authorized to make the purchase or repair. Total purchases so made shall only be for the purpose of meeting needs created by the emergency situation. In the event the Department Head is responsible to the Board, at the meeting next following the emergency purchase, documentation by way of a Special Circumstances Approval Form is to be presented to the Board and shall be placed on the minutes of the Board of the City.

Sole Source Reference Sec. 31-7-1 (m) (viii)

Noncompetitive items available from one (1) source only. In the connection with the purchase of noncompetitive items only available from one (1) source, the Department Head is responsible to submit a Special Circumstances Approval Form to the Board for approval and shall be placed on the minutes of the Board of the City.

Optional Use Authority Without Bidding Reference Sec. 31-7-13 (m) (xi)

The purchase of commodities approved by the Department of Finance and Administration from the state contract vendor, or from any source offering the identical commodity, at a price not exceeding the state contract price established for such commodity, can be made without obtaining or advertising for competitive bids. A Special Circumstances Approval Form is to be presented to the Board for approval and shall be placed on the minutes of the Board of the City.

Purchase Law Violation prohibits Circumvention and Invoice Splitting: No contract or purchase as herein authorized shall be made for the purpose of circumventing the provisions of this section. It shall not be lawful for any person or concern to submit individual invoices for the amounts within those authorized for a contract or purchase where the actual value of the contract of commodity purchased exceeds the authorized amount.

Purchasing Practices not listed in the Purchasing Policy will be in accordance with MS Code section 31-7-13.

CITY OF BYRAM
SPECIAL CIRCUMSTANCES APPROVAL FORM

This form must be completed and submitted when requesting authority to purchase under any of the following special circumstances: Emergency Purchase, Sole-Source Purchase, and Exemption from State Contract.

Department Submitting Request: _____

Date: _____

Type of Special Circumstance:

_____ Emergency Purchase _____ Sole-Source Purchase _____ Exemption from State Contract

PLEASE NOTE THAT SOLE-SOURCE PURCHASES AND EXEMPTIONS FROM STATE CONTRACT PURCHASES REQUIRE PRIOR APPROVAL. REQUESTS FOR APPROVAL OF EMERGENCY PURCHASES MAY BE MADE AFTER THE PURCHASE HAS BEEN MADE, HOWEVER, THEY MUST STILL BE DEEMED AN EMERGENCY BY THE BOARD.

JUSTIFICATION

Please submit an explanation of why the special circumstance is justified in sufficient detail that a person not familiar with the situation could be expected to understand the need to forego the normal purchasing procedure. The justification can be typed on the back of this form or submitted on an attached sheet. Consider the following questions when preparing the justification:

Emergency:

- Does it fall under the definition of an emergency set forth in the Purchasing Policy?
- What happened to cause the emergency?
- What would be the negative consequences of following normal purchasing procedures?

Sole Source:

- Do other companies make similar commodities that will do the same job or meet the same goals?
- How is this item unique from all others?
- What can this item do that the others can't?
- Is there a copyright or patent on the commodity? Is this item available from other distributors?

Exemption from State Contract:

- What is the state contract price for a comparable item?
- Is the quality level equal to or better than that on contract?
- What are the transportation costs?
- Have all applicable costs been included in the evaluation?

JUSTIFICATION

Attach an additional page if needed and include all applicable attachments.

CERTIFICATIONS

As per the Purchasing Policy the certification for an emergency purchase must be signed by the executive head of the requesting agency. Other certifications should be signed by the individual responsible for the justification.

EMERGENCY PURCHASE “This is to certify that an extreme emergency existed to such an extent that delay incident to obtaining competitive quotations would have resulted in loss and/or harm to the agency.”

Signed

SOLE-SOURCE PURCHASE “This is to certify that this purchase covers a commodity which is available from one source only and neither comparative nor competitive quotations can be obtained.”

Signed

EXEMPTION FROM STATE CONTRACT “This is to certify that this purchase covers a commodity which is available by a non-state vendor for an equal or lesser value.

Signed

**ORDER FORM
RELATING TO A MASTER AGREEMENT WITH
REGION 14 EDUCATION SERVICE CENTER**

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide the customer executing below (“**Customer**”) with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the “**Master Agreement**”) between DebtBook and Region 14 Education Service Center (“**Region 14 ESC**”), on its own behalf and on behalf of other government agencies, and made available through OMNIA Partners, Inc. (“**OMNIA**”), as successor in interest to the National Cooperative Purchasing Alliance, as administrative agent under an Administration Agreement dated as of August 16, 2021 (the “**Administration Agreement**,” and together with the Master Agreement, the “**OMNIA Agreements**”) between OMNIA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the OMNIA Agreements and this Order Form, including DebtBook’s pricing document attached as **Exhibit A** and incorporated herein by this reference (the “**DebtBook Quote**”).

The Services are subject to the OMNIA Agreements, DebtBook’s General Terms & Conditions, which have been provided to Customer (the “**Terms & Conditions**”), the Incorporated Documents referenced in the Terms & Conditions, and any additional terms set forth in **Exhibit B** to this Order Form (the “**Customer Terms**”), which, together with this Order Form and any other Order Form in effect from time to time, constitute the complete “**Agreement**” between the parties. The Agreement supersedes any prior discussion or representations regarding Customer’s purchase and use of the Products and Services described in this Order Form.

Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Effective Date; Initial Term. The Effective Date of this Order Form will be the date indicated beneath the Customer’s signature below unless a specific Effective Date is set forth in the Customer Terms. This Order Form will remain in effect for the Initial Term indicated in the DebtBook Quote.

Services. The DebtBook Quote sets forth the Services to be provided to Customer under this Order Form, including the specific Products to be provided to Customer through its access to the Application Services.

Fees. DebtBook will charge Customer a recurring Subscription Fee as set forth in the DebtBook Quote for Customer’s access to the Onboarding Services, the Application Services, and the Support Services. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote and otherwise in accordance with the OMNIA Agreements for the Premium Implementation Services.

Billing. Unless otherwise provided in the Customer Terms, (1) all Fees will be due and payable annually and subject to the payment terms set forth in the Terms & Conditions, and (2) each invoice will be emailed to Customer’s billing contact indicated in the DebtBook Quote.

Notices. Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the DebtBook Quote and, if to DebtBook, the address below DebtBook’s signature below.


[Signatures Begin on Following Page]

Authority: Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

Byram, MS

By: _____
Name: _____
Title: _____


By: _____
Name: RICHARD G. WHITE
Title: MANAGER
Date: 11-9-23

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Operating Officer
legal@debtbook.com

Purchase Order Required: Yes No

Exhibit A

DebtBook Quote

[See attached.]



Byram, MS

Byram, MS

5901 Terry Road
Byram, MS 39272

Quote created: October 25, 2023

Quote expires: November 24, 2023

Quote created by: Tyler Marlowe

Account Executive

tyler.marlowe@debtbook.com

Comments from Tyler Marlowe

The Initial Term of this Order Form is three (3) years with a standard 3% annual increase:

Year 1 = \$12,000, Year 2 = \$12,360, Year 3 = \$12,730,80

The Application Services purchased under this Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and the Implementation Services option indicated below. All invoices will be emailed to the Customer's billing contact at the following address: arichburg@byram-ms.us.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
2023 Tier 1 - Debt DebtBook's debt management software-as-a-service application provided, if applicable, to Customer through access to the Application Services,	23DSTI-2	1	\$8,000.00 / year	\$6,000.00 / year after 25% discount for 1 year
2023 Tier 1 - Debt Premium Implementation The additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.	23DP11-2	1	\$2,500.00	\$1,250.00 after 50% discount

Item & Description	SKU	Quantity	Unit Price	Total
2023 Tier 1 - Lease & Subscription DebtBook's lease management and SBITA management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	23LSSTI- 2	1	\$8,000.00 /year	\$6,000.00 /year after 25% discount for 1 year
2023 Tier 1 - Lease & Subscription Guided Implementation	23LSGII- 2	1	\$0.00	\$0.00
			Total	\$13,250.00

Questions? Contact me



Tyler Marlowe
 Account Executive
 tyler.marlowe@debtbook.com

Exhibit B

Customer Terms

The additional terms set forth below constitute “Customer Terms” for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "Terms & Conditions") which govern Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Obligations**" means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

"**Application Services**" means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**DebtBook Quote**" means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Guided Implementation Services**" means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Services" means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

"Incorporated Documents" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

"Initial Term" means the Initial Term established in the Order Form.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

"Order Form" means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

"Premium Implementation Services" means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

"Pricing Tier" means, if applicable, Customer's pricing tier for each Product as of the date of determination.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Products" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "Fees"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's Prompt Payment Act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by

any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) **Security.** DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. **Indemnification.**

(a) **DebtBook Indemnification.**

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) **Sole Remedy.** SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) **Customer Indemnification.** Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. **Limitations of Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED

OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, the OMNIA Agreements, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, (4) the OMNIA Agreements, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) **Marketing.** Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) **State-Specific Certifications & Agreements.** If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 9, 2023 AGENDA ITEM NO: (1)

CONSENT TO:
AGENDA:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: Surplus one (1) light bar - Asset # 1201

two (2) dispatch chairs - Asset #0089
Asset #0286

two (2) HP Chrome Books - Asset #01214
Asset #01216

INTRODUCED BY: Chief David W. Errington

BOARD ACTION:

ATTACHMENTS:

Description	Upload Date	Type	File Name
No Attachments Available			

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BYRAM POLICE DEPARTMENT
AND
THE UNITED STATES SECRET SERVICE**

The Byram Police Department and the United States Secret Service (Secret Service) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Byram Police Department and the Secret Service or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

This MOU is also established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(1)(I)(hereinafter "overtime costs and other expenses").

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Byram Police Department and the Secret Service for:

- (a) Information handling procedures**
- (b) Secret Service Digital Evidence Forensic Laboratory (DEFL) Forensic Partners**
- (c) Reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705**
- (d) Deputation of law enforcement officers as Secret Service Task Force Officers (TFOs)**
- (e) Access to Secret Service systems and/or unescorted access to Secret Service facilities**

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MEMORANDUM OF UNDERSTANDING

III. DEFINITIONS

- (i) CFTFs are a partnership between the Secret Service and its members from private industry, State, local, tribal, and territorial (SLTT) and Federal law enforcement agencies, Federal and State prosecutors, and academia. The mission of the CFTFs is to prevent, detect, and mitigate complex cyber-enabled financial crimes, with the goal of arresting and convicting the most harmful perpetrators. CFTFs effectively leverage the collective expertise of a range of key stakeholders necessary to combat cybercrime.
- (ii) Digital Evidence Forensic Labs (DEFLs) are access controlled spaces within Secret Service field offices, where Secret Service Digital Forensics (DF) and partner examiners conduct forensic examinations and acquisitions of digital devices to be used for evidentiary purposes.
- (iii) Task Force Members (TFMs), both law enforcement and non-law enforcement personnel, are assigned to Secret Service CFTFs and/or DEFLs. TFMs participate in Secret Service CFTF investigative and outreach activities.
- (iv) Task Force Officers (TFOs) are law enforcement personnel assigned to Secret Service CFTFs and/or DEFLs. TFOs are certified law enforcement officers deputized by the United States Marshals Service (USMS) who are authorized to carry a firearm, have Secret Service issued Federal law enforcement credentials, and are authorized to perform federal law enforcement functions only as outlined in 18 United States Code (U.S.C.) § 3056, Powers, authorities, and duties of United States Secret Service. TFOs are assigned to a Secret Service CFTF supervisor and are subject to Secret Service Use of Force policies.
- (v) Task Force Participants (TFP) are representatives of academia who participate in joint projects (e.g., research and development) with Secret Service CFTFs, or private sector companies who participate in information sharing (e.g., tactics, techniques, and procedures, and other cybersecurity communications) with Secret Service CFTFs.
- (vi) Forensic Partners are law enforcement agency TFMs or TFOs who are either trained and equipped by the National Computer Forensics Institute (NCFI) or equivalent. Forensic Partners are assigned to Secret Service to DEFLs and use Secret Service tools and resources.
- (vii) Federal Investigative Standards (FIS) established requirements for conducting background investigations to determine eligibility for logical and physical access, suitability for U.S. Government employment, fitness to perform work for, or on behalf of, the U.S. Government as a contract employee, and eligibility for access to classified information or to hold a sensitive position. FIS are governed by the U.S. Office of Personnel Management, Federal Investigative Services, and adjudicated by the Secret Service, Office of Human Resources, Chief Security Officer.

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MEMORANDUM OF UNDERSTANDING

IV. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

(a) Information Handling Procedures

- (i) Information will be provided by the Secret Service to Byram Police Department in a manner consistent with the Privacy Act (5 U.S.C. § 552a) and applicable regulations and policies. Personally Identifiable Information (PII) contained in records covered by a system of records should be handled in accordance with published Privacy Act routine uses. Information in the Criminal Investigative Information System of Records is authorized, amongst other routine uses, for disclosure to:
 - Personnel assigned to Federal, SLTT, international or foreign law enforcement agencies for the purpose of developing a criminal or civil investigation.
 - Employees and officials of financial and commercial business firms, and private individuals, where such disclosure is considered reasonably necessary for the purpose of furthering Secret Service efforts to investigate the activities of and apprehend criminal offenders and suspected criminal offenders.
- (ii) Information provided by Byram Police Department to the Secret Service may become a federal record subject to the Privacy Act and the Freedom of Information Act.

(b) DEFL Forensic Partner Status (TFO and TFM)

Law enforcement agency personnel assigned to Secret Service DEFLs may be eligible to receive a Forensic Partner status. The Forensic Partner status is granted by the Secret Service to authorize TFOs or TFMs to use Secret Service DEFL tools and resources and to perform digital forensics on behalf of the Secret Service and on behalf of their law enforcement agency.

Forensic Partners are assigned to a Secret Service DEFL supervisor. Forensic Partners and are subject to Secret Service Digital Forensics (DF), Evidence, Court Testimony, and other policies and procedures applicable to the Secret Service DEFL, when conducting exams in the Secret Service DEFL or using Secret Service tools and other applicable policies.

To receive a Secret Service Forensic Partner status Byram Police Department assigned officers must:

- (i) Be available for a period of three (3) years to assist the Secret Service in the event of a large-scale cyber incident targeting Critical Infrastructure within their state.
- (ii) Be able to assist the Secret Service with digital forensics examinations when requested by the DEFL supervisor.

(c) Reimbursement of Overtime and Other Expenses

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MEMORANDUM OF UNDERSTANDING

- (i) The Byram Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the Secret Service CFTF in conducting official investigations. The Byram Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the Secret Service CFTF supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the Secret Service CFTF.
- (ii) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the Secret Service CFTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (iii) The Secret Service CFTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) of the Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (iv) During the period of assignment to the Secret Service CFTF, the Byram Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the CFTF and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.
- (v) The Byram Police Department shall permit and have readily available for examination and auditing by the Secret Service, the U.S. Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- (vi) Payments may be made to the extent they are included in the Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to Byram Police Department, could change at any time.
- (vii) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen thousand (\$15,000.00) dollars during the fiscal year.
- (viii) This document does not obligate funds. Funding authority will be provided through other documents.

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MEMORANDUM OF UNDERSTANDING

- (ix) The Byram Police Department shall provide the Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Byram Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

(d) Special Deputy Status (TFO)

SLTT law enforcement personnel assigned to Secret Service CFTFs and/or DEFLs may be eligible to receive a Special Deputy status. The Special Deputy status is sponsored by the Secret Service and granted by the USMS to authorize TFOs to carry a firearm, have Secret Service issued Federal law enforcement credentials, and to perform federal law enforcement functions on behalf of the Secret Service and only as outlined in 18 U.S.C. § 3056.

TFOs are assigned to a Secret Service CFTF supervisor and are subject to Secret Service Use of Force and other applicable policies.

To receive Special Deputy status as a Secret Service CFTF TFO, Byram Police Department assigned officers must:

- (i) Be employed by a law enforcement agency with full-time statutory law enforcement responsibility with general arrest authority (this includes civilian security officers employed on military installations and assigned the responsibility to enforce federal law).
- (ii) Be United States citizen.
- (iii) Possess at least one year of law enforcement experience with Byram Police Department and must have successfully completed a basic law enforcement training program.
- (iv) Not have been "convicted in any court of a misdemeanor crime of domestic violence," as per 18 U.S.C. § 922(g)(9) (also known as the Lautenberg Amendment).
- (v) Have successfully qualified with an authorized firearm on an approved course of fire within six months of date of application.
- (vi) Be subject to Secret Service Use of Force policies.
- (vii) Must have copy of a National Law Enforcement Telecommunications System (NLETS) message submitted by Byram Police Department to the Transportation Security Administration (TSA) on their behalf and receives an eight-character Unique Alphanumeric Identifier (UAI) from TSA to be able to travel armed on commercial airlines provided. Must also carry their USMS deputation forms and present them to TSA along with the UAI message.

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MEMORANDUM OF UNDERSTANDING

(e) Access to Secret Service Systems and/or Unescorted Access to Secret Service Facilities

- (i) Byram Police Department assigned officers can access Secret Service facilities unescorted, provided they first successfully attain FIS Tier 1 clearance authorized by the Secret Service Chief Security Officer.
- (ii) Byram Police Department assigned officers can access Secret Service systems, provided they first successfully attain FIS Tier 4 clearance authorized by the Secret Service Chief Security Officer.
- (iii) Byram Police Department assigned officers with access to Secret Service systems and/or unescorted access to Secret Service facilities is subject to applicable Secret Service policies.

V. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Byram Police Department and the Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Jackson Resident Office

Byram Police Department

kalsmith

Digitally signed by
kalsmith
Date: 2023.10.24
09:07:39 -05'00'

RAIC Kyle A. Smith

Chief David Errington

Date: 10/24/23

Date: _____

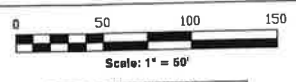
U.S. Secret Service
Criminal Investigative Division

SAIC William Mancino

Date: _____

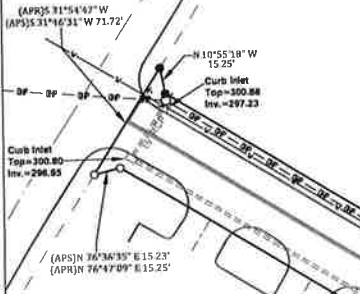
SURVEYED AND PLATTED BY
R.E.D.
LAND SURVEYING, LLC
 304 RIVERTON COURT
 BYRAM, MISSISSIPPI 39272
 PHONE: 601-955-1747
 email: jef682@bellsouth.net
 PROJECT NO.: 21033 - Yarbrough

PLAT OF SURVEY FOR:
CITY OF BYRAM - HANDLEY BOULEVARD EXTENSION R.O.W.
 +/- 1.508 AC OR +/- 65692.67 SQFT, TRACT, LOCATED IN THE N1/2 OF THE
 SE1/4 OF SECTION-14, T-4-N, R-1-W, CITY OF BYRAM, FIRST JUDICIAL
 DISTRICT, HINDS COUNTY, MISSISSIPPI.



NOTE: THIS PROPERTY MAY BE SUBJECT TO RECORDED, UNRECORDED OR MIS-INDEXED INSTRUMENTS THAT MAY BE EXPOSED BY A COMPLETE TITLE REPORT.

DATA USED FOR SURVEY
 DEED BOOK 7122 DEED BOOK 7280 PAGE 6292 PAGE 7354
 DEED BOOK 7188 DEED BOOK 7280 PAGE 5913 PAGE 7347
 DEED BOOK 7188 DEED BOOK 7284 PAGE 7888 PAGE 1923
 DEED BOOK 7186 PAGE 1864



LAND SURVEYOR'S CERTIFICATE OF COMPLIANCE
 WITH THE DEVELOPMENT REGULATIONS OF THE COUNTY OF HINDS - STATE OF MISSISSIPPI
 I hereby certify that the monuments and markers shown hereon are in place on the ground and the plan and plat shown and described hereon are a true and correct representation of a survey in the accuracy designated in the Development Regulations for the City of Byram, Hinds County, Mississippi.

WITNESS MY SIGNATURE, this the ___ day of ___, 2023.

REGISTERED LAND SURVEYOR
 (Broker/Supplier Co.)
 HSC Byram, LLC
 DB-7286
 PS-1803

SURVEYOR'S ACKNOWLEDGMENT - CITY OF BYRAM - COUNTY OF HINDS - STATE OF MISSISSIPPI
 Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, Jeff M. Lewis, Registered Land Surveyor, who acknowledged to me that he signed and delivered this plan and certification thereon as his act on the date and in the year therein mentioned.

NOTARY PUBLIC
 My Commission Expires: _____

This survey meets the Standards of Practice for Surveying set forth by the Mississippi State Board of Licensure for Professional Engineers and Land Surveyors to qualify as a "Class B" survey.
 Fieldwork completed on:
 July 10, 2023

POINT OF COMMENCEMENT:
 IS A FOUND 1/2" REBAR, MARKING THE NW CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14, T-4-N, R-1-W, CITY OF BYRAM, FIRST JUDICIAL DISTRICT, HINDS COUNTY, MISSISSIPPI.

DRAFT
 10/19/23

OWNER'S CERTIFICATE - COUNTY OF HINDS - STATE OF MISSISSIPPI
 The following owner(s): BIC, LLC, do hereby certify that I/We are the owner(s) of the land described in the foregoing certificate of Jeff M. Lewis, Registered Land Surveyor, and we have caused the same to be subdivided and platted as shown hereon, and the property is part of that tract recorded in Deed Book 7122, Page 6292 & Deed Book 7186, Page 5413, and have designated the same as **Handley Boulevard R.O.W.**, that we hereby adopt this plat of subdivision as the true and correct and delineate all streets and utilities contained within specified Right-of-Way to the City of Byram.

WITNESS MY SIGNATURE on this the ___ day of ___, 2023
 BIC, LLC
 Owner Name
 By (Print): _____
 Sign: _____
 Title: _____

CITY OF BYRAM, MS - PUBLIC WORKS DIRECTOR AND CITY ENGINEER'S APPROVAL
 We have examined this plat and find that it conforms to all conditions set forth on the preliminary plat as approved by the Mayor and Board of Aldermen and thus recommend final approval.

this ___ day of ___, 2023.

WITNESS OUR SIGNATURES, this the ___ day of ___, 2023.

 PUBLIC WORKS DIRECTOR

 CITY ENGINEER

APPROVAL OF THE CITY OF BYRAM - COUNTY OF HINDS - STATE OF MISSISSIPPI
 The above plat is hereby approved by the City of Byram, Hinds County, Mississippi, pursuant to the authority of an Order and Resolution of the Board of Aldermen duly adopted on this the ___ day of ___, 2023.

WITNESS OUR SIGNATURES, this the ___ day of ___, 2023.

 MAYOR

 CITY CLERK

OWNER'S ACKNOWLEDGMENT - CITY OF BYRAM - COUNTY OF HINDS - STATE OF MISSISSIPPI
 Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, Jeff M. Lewis, Member of BIC, LLC, the Owner(s), who acknowledged to me that he/she executed as Owner, and acknowledges to me that he/she executed the same as Land Surveyor, for the purpose contained.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of ___, 2023.

NOTARY PUBLIC
 My Commission Expires: _____

CERTIFICATE OF COMPARISON - COUNTY OF HINDS - STATE OF MISSISSIPPI
 We, Edie Jean Carr, Chancery Clerk, and Jeff M. Lewis, Registered Land Surveyor, do hereby certify that we have carefully compared this plat of **Handley Boulevard R.O.W.**, with the original thereof, as made by the said Jeff M. Lewis, Registered Land Surveyor, and find it to be a true and correct copy of said map or plat.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of ___, 2023.

 Edie Jean Carr,
 CHANCERY CLERK

 Jeff M. Lewis,
 Registered Land Surveyor

FLING AND RECORDATION - COUNTY OF HINDS - STATE OF MISSISSIPPI
 I, Edie Jean Carr, Clerk of the Chancery Court in and for the said County and State, do hereby certify that this plat of **Handley Boulevard R.O.W.**, was filed for record in my office on this the ___ day of ___, 2023, and was duly recorded in Plat Cabinet _____, Slot _____ of the records of maps and plats of land of Hinds County, Mississippi.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of ___, 2023.

 CHANCERY CLERK



BEARINGS SHOWN ARE GEODETIC BASED ON GPS OBSERVATION.

R.O.W. Area:
 +/- 1.508 Acres
 +/- 65692.67 Sqft.

- LEGEND**
- FOUND 1/2" REBAR
 - SET 1/2"x18" REBAR
 - ⊕ POWER POLE
 - ⊖ GUY WIRE
 - COMMUNICATION BOX
 - ⊙ FIRE HYDRANT
 - ⊕ WATER VALVE
 - ⊙ WATER METER
 - ⊖ SIGN
 - ⊙ MANHOLE
 - ⊕ BOLLARD
 - ⊙ LIGHT POLE
 - ⊖ PROPERTY LINE
 - ADJOINING PROPERTY LINES
 - OVERHEAD POWER LINES
 - APPROXIMATE WATER LINES
 - SANITARY SEWER EASEMENT
 - (APS) AS PER SURVEY
 - (APR) AS PER RECORD

REGISTERED LAND SURVEYOR'S CERTIFICATE - COUNTY OF HINDS - STATE OF MISSISSIPPI
 I, Jeff M. Lewis, Registered Land Surveyor, do hereby certify that I have subdivided and platted the following described land being situated in the N 1/2 of the SE 1/4 of Section 14, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi:

Legal Description

A parcel of land containing 1.508 acres or 65692.67 sqft., more or less, situated in the North 1/2 of the SE 1/4 of Section 14, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi and being more particularly described as follows, to wit:

Commencing at a found 1/2" rebar marking the Northwest Corner of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 4 North, Range 1 West, City of Byram, First Judicial District, Hinds County, Mississippi; thence proceed N 90°00'00" E a distance of 128.76 feet to a point; thence N 00°00'00" E a distance of 254.24 feet to a set 1/2"x18" rebar on the Southern Right-of-Way line of Handley Boulevard, currently a paved private road as now laid out and in use the date (July 2023) and the Point of Beginning of the following described parcel of land, said parcel of land being a portion of the Handley Boulevard Right-of-Way to be dedicated to the City of Byram, per the description; thence continue along said Southern Right-of-Way line N 07°01'18" E a distance of 202.30 feet to a set 1/2"x18" rebar; thence N 58°59'47" E a distance of 332.84 feet to the 28'30" E, Record - DB-7166, PG-7694 to a set 1/2"x18" rebar; thence N 38°59'47" E a distance of 102.33 feet to a set 1/2"x18" rebar; thence N 51°02'25" W a distance of 73.12 feet to a set 1/2"x18" rebar; thence N 00°00'00" E a distance of 128.76 feet to a set 1/2"x18" rebar at the intersection of the row, Northern Right-of-Way line of Handley Boulevard and the Southern Right-of-Way line of Town Center Boulevard, currently a paved private road as now laid out and in use the date (July 2023); thence leaving said Southern Right-of-Way line of Town Center Boulevard, run along said Northern Right-of-Way line of Handley Boulevard S 17°13'08" E a distance of 41.28 feet to a set 1/2"x18" rebar; thence S 28°30'00" E a distance of 601.84 feet to a set 1/2"x18" rebar; thence with a curve turning to the right with an arc length of 102.33 feet, a radius of 62.83 feet, a chord bearing of S 81°33'07" W, and a chord length of 101.38 feet to a set 1/2"x18" rebar; thence N 38°28'27" W a distance of 541.45 feet to a set 1/2"x18" rebar; thence N 10°51'30" W a distance of 15.75 feet to a set 1/2"x18" rebar at the intersection of said Northern Right-of-Way line of Handley Boulevard and the Eastern Right-of-Way line of Byram Parkway, a paved public road as now laid out and in use the date (July 2023); thence leaving said Northern Right-of-Way line of Handley Boulevard, continue along said Eastern Right-of-Way line of Byram Parkway S 31°46'31" W a distance of 71.72 feet (S 31°44'47" W, Record - DB-7122, PG-6292) to a found 1/2" rebar marking the intersection of said Eastern Right-of-Way line of Byram Parkway with the aforementioned Southern Right-of-Way line of Handley Boulevard; thence leaving said Eastern Right-of-Way line of Byram Parkway, continue along said Southern Right-of-Way line of Handley Boulevard N 76°26'33" E a distance of 15.23 feet (S 26°47'02" E to 541.48 feet, Record - OS-7286, PG-1803) to a found 1/2" rebar; thence with a curve turning to the left with an arc length of 40.05 feet, a radius of 125.00 feet, a chord bearing of S 69°08'49" E, and a chord length of 45.79 feet (S 69°20'25" E to 43.83 feet, Record - OS-7286, PG-1803) to a found 1/2" rebar; thence S 07°54'23" W a distance of 1.56 feet (S 07°54'23" W to 43.83 feet, Record - OS-7286, PG-1803) to a set 1/2"x18" rebar; thence S 38°34'55" E a distance of 52.74 feet back to the Point of Beginning of the above described parcel of land, having an area of 1.508 acres or 65692.67 sqft., more or less.

WITNESS MY SIGNATURE, this the ___ day of ___, 2023

33410
 Mississippi Registration Number

Jeff M. Lewis
 Registered Land Surveyor