

JUNE 21, 2022

**REGULAR MEETING**

**JUNE 21, 2022**

Be It Remembered that a Regular Meeting of the Mayor and Board of Aldermen of the City of Batesville was held on the third Tuesday afternoon of June, being the 21<sup>st</sup> day of June 2022, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Stan Harrison, Dennis Land, Bill Dugger, Teddy Morrow and Bobby Walton. Also present were: City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford; Greg Smith of Mendrop Engineering Resources; Chief Building Official Andy Berryhill; Public Works Director David Karr; Assistant Public Works Director Newt Benson; Fire Chief Tim Taylor; Deputy Fire Chief David Tarver; Assistant City Clerk Shonnah Weaver and Jeremy Weldon of The Panolian.

A quorum being present, the meeting was duly opened by the Mayor and, after the invocation given by Michael Bates, the following business was taken up.

**IN RE:        APPROVAL OF AGENDA**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, the agenda of June 21, 2022, was approved.

JUNE 21, 2022



## CITY OF BATESVILLE BOARD MEETING

JUNE 21, 2022

2:00 P.M. | CITY HALL

### AGENDA

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**CALL TO ORDER:** Mayor Hal Ferrell

**INVOCATION:** Michael Bates

**MAYOR'S WELCOME STATEMENT:** "To all in attendance, pursuant to Order by the Board of Aldermen, adopted on March 1, 2022, in order to address the Mayor and Board of Aldermen, you must be on the agenda."

**CONFIRMATION OR AMENDMENT TO THE AGENDA**

**PROCLAMATION/RECOGNITION**

**MINUTES OF PRIOR MEETINGS**

1. Regular Meeting – June 7, 2022
2. Adjourned Meeting – June 14, 2022

**CONSENT AGENDA**

1. Approval for Barry Thompson and Andy Berryhill to attend the MACE educational conference in D'Iberville, Mississippi, August 10-12, 2022. Registration fee: \$125.00 each plus per diem, lodging and mileage if necessary. Reimburse travel expenses if necessary.

**PAY REQUEST AGENDA**

1. Approval of payment in the amount of \$81,700.00 to be made to Russell Contracting, LLC for pay app #6 in connection with Public Works Shop.
2. Approval of payment in the amount of \$14,881.58 to be made to Tocowa Electric Co. Inc. for pay app #1 in connection with the Public Works Shop.
3. Approval of payment in the amount of \$20,520.00 for pay app #1 - \$4,750.00; pay app #2 - \$3,781.00; pay app #3 - \$7,866.00; pay app #4 - \$4,123.00 in connection with the Public Works Shop.

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4. Approval of payment in the amount of \$12,125.15 to be made to Desoto County Electric, Inc. in connection with the highmast lighting on Interstate 55. (Board approved October 19, 2021 – Minute Book D-3, page 638.)
5. Approval of payment in the amount of \$210,720.58 to be made to Brocato Construction Co., Inc. for pay app # 1 in connection with the Sanitary Interceptor Sewer & Forcemain Improvements Project. (Board approved January 4, 2022 – Minute Book E-3, page 99)
6. Approval of payment in the amount of \$96,100.35 to be made to Brocato Construction Co., Inc. for pay app #1 in connection with the High Pressure Gas Main Extension – Lehman Roberts. (Board approved February 1, 2022 – Minute Book E-3, page 171)
7. Approval of payment in the amount of \$14,298.00 to be made to Alpha Mechanical Service, Inc. in connection with the preventive maintenance agreement for the Batesville Civic Center. (Board approved June 4, 2019 – Minute Book A-3, page 95)

#### HUMAN RESOURCES

1. Approval to accept the resignation of Patrol Officer DeAndre Edwards, effective June 23, 2022.
2. Approval to accept the resignation of Gas Department employee Robert Wright, effective June 30, 2022.
3. Approval to accept the resignation of Assistant Gas Superintendent Kenneth Hubbard, effective June 30, 2022.

#### BIDS RECEIVED

1. Microseal of streets
2. Overlay of streets

#### VISITORS

1. Greg or Kisha Fondren – Spiritwing USA
2. Antonio Barragan – Hybrid Relief

#### PERMANENT VISITORS

- Panola Partnership
- North Delta Planning and Development
- Mendrop Engineering Resources
- Panola County Board of Supervisors and department heads
- State or Federal legislators representing any part of Panola County
- Any person engaged in contractual business with the City of Batesville
- The Panolian Jeremy Weldon or his proxy

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REPORT OF DEPARTMENT HEADS

- CHIEF BUILDING OFFICIAL – ANDY BERRYHILL
  1. Use request for 13170 Highway 6 West, Medical Marijuana Dispensary
  2. Set Clean-up Hearings – July 19, 2022
    - a. 152 Public Square
    - b. 211 Garson Street
  
- CHIEF OF POLICE – KERRY PITTMAN
  1. Approval to sign the agreement between the Finch-Henry Job Corps Center and City of Batesville Police Department
  2. Monthly report
  3. Certification of Emergency Purchase or Repair (server – August 16, 2020) – Nunc Pro Tunc
  
- CITY ATTORNEY – COLMON MITCHELL
  
- CITY CLERK – SUSAN BERRYHILL
  1. Transfer funds resolution – Tourism to Multi Purpose Building (\$500,000.00)
  2. Acknowledge MML 2022 recipient scholarship program – Addison Lawrence
  3. Certification of Emergency Purchase or Repair (Batesville Public Library – February 19, 2021), Nunc Pro Tunc
  4. Credit card software system for Utility Department – Nexbill Pay
  5. Approval to adopt resolution to destroy records – in accordance with the State of Mississippi Records Retention Schedule for Municipalities
  6. Water leak adjustment – LaToya Fondren
  7. Quotes – financing
  8. Letter of engagement – Jones & Jones (audit)
  
- FIRE CHIEF – TIM TAYLOR
  1. Discuss damaged personal property
  2. Request to declare surplus property and dispose through on-line auction – govdeals.com
  3. Request to obtain quotes – cabinets and countertops at Fire Station #1

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- PUBLIC WORKS DIRECTOR – DAVID KARR
  1. Public Works
    - a. Quotes – concrete – Public Works Shop (received electronically)
  2. Water & Sewer
    - a. declaration of emergency repair
    - b. request for water service at 22506 Highway 35 North
  3. Parks and Recreation
    - a. Approval of specifications and approval to obtain quotes – light and electrical repair and replacement of lights on basketball courts at Patton Lane Park
  4. Gas Department
    - a. Update on Lehman Roberts Gas line
    - b. Change order – gas line extension
    - c. Relocation of gas line – Coves Subdivision

OTHER MATTERS BY MAYOR OR ALDERMAN:

MATTERS UNDER ADVISEMENT:

UNFINISHED BUSINESS

1. Moratorium – car sales at Civic Center

EXECUTIVE SESSION

1. Chief Kerry Pittman
  - a. request to hire
2. David Karr
  - a. Request to hire (Civic Center)
  - b. Personnel issue (Parks and Recreation)
  - c. Potential property acquirement
3. Susan Berryhill
  - a. Personnel matter

ADJOURNMENT

**IN RE: APPROVAL OF MINUTES**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, the minutes of the June 7, 2022, regular meeting, and the minutes of the June 14, 2022, adjourned meeting, were approved.

JUNE 21, 2022

IN RE: SIGNATURE SHEET FOR MEETING OF JUNE 21, 2022

The following were present at the meeting on June 21, 2022, of the Mayor and Board of Aldermen:

**Board Meeting**  
**June 21, 2022**  
**Signature Sheet**  
**PLEASE PRINT NAME CLEARLY**

<i>Jason Butts</i>	_____ Please print name clearly
<i>Jim Whittaker</i>	_____ Please print name clearly
<i>Eric Jee</i>	_____ Please print name clearly
<i>Clinton Self</i>	_____ Please print name clearly
<i>Greg Smith</i>	_____ Please print name clearly
<i>Kramer Duetto</i>	_____ Please print name clearly
<i>Georg Williford</i>	_____ Please print name clearly
<i>Keari Pittman</i>	_____ Please print name clearly
<i>Tony Conway</i>	_____ Please print name clearly
<i>ZAK CONRADSON</i>	_____ Please print name clearly
<i>ANI PATEL</i>	_____ Please print name clearly
<i>Brian Lee</i>	_____ Please print name clearly
<i>Jo Azev</i>	_____ Please print name clearly
<i>Andy Bechini</i>	_____ Please print name clearly
<i>Bill Prasse</i>	_____ Please print name clearly
<i>Paul Lee</i>	_____ Please print name clearly
<i>Lesly Davis</i>	_____ Please print name clearly
<i>Isabel Kar</i>	_____ Please print name clearly
<i>Shalonda Ford</i>	_____ Please print name clearly
<i>David Tarver</i>	_____ Please print name clearly

JUNE 21, 2022

**IN RE: APPROVAL OF CONSENT AGENDA**

Upon motion of Alderman Dugger and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the following matters and items on the consent agenda be and they are hereby approved:

1. Approval for Barry Thompson and Andy Berryhill to attend the MACE educational conference in D'Iberville, Mississippi, August 10-12, 2022. Registration fee: \$125.00 each plus per diem, lodging and mileage if necessary. Reimburse travel expenses if necessary.

**IN RE: APPROVAL OF PAY REQUEST AGENDA**

Upon motion of Alderman Land and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the following matters and items on the pay request agenda be and they are hereby approved:

1. Approval of payment in the amount of \$81,700.00 to be made to Russell Contracting, LLC for pay app #6 in connection with Public Works Shop.
2. Approval of payment in the amount of \$14,881.58 to be made to Tocowa Electric Co. Inc. for pay app #1 in connection with the Public Works Shop.
3. Approval of payment in the amount of \$20,520.00 for pay app #1 - \$4,750.00; pay app #2 - \$3,781.00; pay app #3 - \$7,866.00; pay app #4 - \$4,123.00 in connection with the Public Works Shop.
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7. Approval of payment in the amount of \$14,298.00 to be made to Alpha Mechanical Service, Inc. in connection with the preventive maintenance agreement for the Batesville Civic Center. (Board approved June 4, 2019 - Minute Book A-3, page 95)

JUNE 21, 2022

**IN RE: APPROVAL OF HUMAN RESOURCES AGENDA**

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that the following matters and items on the Human Resources agenda be and they are hereby approved:

1. Approval to accept the resignation of Patrol Officer DeAndre Edwards, effective June 23, 2022.
2. Approval to accept the resignation of Gas Department employee Robert Wright, effective June 30, 2022.
3. Approval to accept the resignation of Assistant Gas Superintendent Kenneth Hubbard, effective June 30, 2022.



JUNE 21, 2022

**IN RE: BIDS RECEIVED - MICROSEAL OF STREETS**

This day the Mayor and Board of Aldermen received sealed competitive bids for the microseal of streets, pursuant to advertisement made in the manner and for the time provided by law as evidenced by a copy of the Proof of Publication attached hereto. Greg Smith of Mendrop Engineering Resources, having read aloud said bids, found that the following bids were received and are on file in the Office of the City Clerk.

**Vance Brothers, Inc.                      \$277,378.14**

Having heard all bids received, upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the bids be and they are hereby taken under advisement.

<b>Publisher's Certificate of Publication</b>	
<p><b>STATE OF MISSISSIPPI COUNTY OF PANOLA</b></p> <p>Rebecca Alexander, being duly sworn, on oath says she is and during all times herein stated has been an employee of Batesville Newsmedia publisher and printer of the The Panolian (the "Newspaper"), has full knowledge of the facts herein stated as follows:</p> <ol style="list-style-type: none"> <li>The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates: 05/11/22, 05/18/22</li> <li>The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.</li> <li>There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney</li> </ol> <p><i>Rebecca Alexander</i></p> <p>Rebecca Alexander, Publisher</p> <p>Subscribed and sworn to before me this 18th Day of May, 2022</p> <p><i>Shandale Goodman</i></p> <p>Shandale Goodman, Notary Public State of Mississippi My commission expires 07-30-2022</p> <p>Account # 180200 Ad # 1443246</p> <p>CITY OF BATESVILLE PO BOX 689 BATESVILLE MS 38606</p>	<p><b>PUBLIC NOTICE</b></p> <p><b>ADVERTISEMENT FOR BIDS</b></p> <p>Notice is hereby given that sealed bids for the City of Batesville Street Microseal Project will be received by The City of Batesville, herein called the "OWNER", at Batesville City Hall, 103 College Street, Batesville, MS until 2:00 P.M., Local Time on June 21, 2022 at which time they will be publicly opened and read aloud. Bids received after this time will not be accepted and will be returned unopened.</p> <p>A Pre-Bid Conference is not currently scheduled for the Project. If it is determined that a pre-bid conference is required, an addendum will be issued to establish the time, date, and location.</p> <p>The project scope includes: The work to be performed under the contract shall consist of furnishing all labor, tools, equipment and materials and performing all work necessary for the complete construction of all the street rehabilitations shown in the construction documents. The major items of work shall consist of, but not be limited to all necessary surface treatment and striping called for in the plan portion of the contract documents.</p> <p>Contract time is 60 consecutive calendar days. Liquidated damages in the amount of \$150.00 will be assessed for each consecutive calendar day thereafter.</p> <p>Bidders must be qualified under Mississippi Law and show a current Certificate of Responsibility issued by the Mississippi Board of Public Contractors establishing classification as to the value and type of construction work on which he is authorized to bid.</p> <p>The Plans, Specifications, and Contract Documents may be examined at the following locations:</p> <ol style="list-style-type: none"> <li>Batesville City Hall, 103 College Street, Batesville, MS 38606, (662) 563-4576</li> <li>Mendrop Engineering Resources, 143 Public Square, Batesville, MS 38606, (662) 501-9946</li> </ol> <p>Copies of the Contract Documents may be obtained at the offices of Mendrop Engineering Resources, LLC, 143 Public Square, Batesville, MS 38606, Telephone: 662-501-9946, upon payment of \$150 for each set, NOT to be refunded. The cost of the contract documents includes standard shipping and handling via USPS First Class Mail or UPS Ground, as well as printing expenses.</p> <p>Disadvantaged business enterprises are encouraged to make inquiries regarding potential bidding, subcontracting opportunities, and equipment, material and/or supply needs.</p> <p>Any contract or contracts awarded under this invitation for bids are expected to be funded in whole by The City of Batesville, Mississippi.</p> <p>The bidder shall guarantee to hold his bid good and may not withdraw his bid for a period of 60 calendar days after the scheduled closing time for receiving bids.</p> <p>The award, if made, will be made to the party submitting the lowest and best responsible bid deemed most favorable to the Owner. The City of Batesville reserves the right to reject any and all bids and to waive any irregularities or irregularities in the bids received.</p> <p>The City of Batesville Mayor Hal Farrel</p> <p>The Panolian: May 11 and 18, 2022 BIDS/MICROSEAL</p>

JUNE 21, 2022

**IN RE: BIDS RECEIVED - OVERLAY OF STREETS**

This day the Mayor and Board of Aldermen received sealed competitive bids for the overlay of streets, pursuant to advertisement made in the manner and for the time provided by law as evidenced by a copy of the Proof of Publication attached hereto. Greg Smith of Mendrop Engineering Resources, having read aloud said bids, found that the following bids were received and are on file in the Office of the City Clerk.

**Gregory Companies, LLC DBA Murphree Paving      Base Bid - \$1,141,463.20**  
**Alt. Bid - \$224,744.75**

Having heard all bids received, upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the bids be and they are hereby taken under advisement.

**Publisher's Certificate of Publication**

**STATE OF MISSISSIPPI  
COUNTY OF PANOLA**

Rebecca Alexander, being duly sworn, on oath says she is and during all times herein stated has been an employee of Batesville Newsmedia publisher and printer of the The Panolian (the "Newspaper"), has full knowledge of the facts herein stated as follows:

- The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:  
05/11/22, 05/18/22
- The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.
- There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney

*Rebecca Alexander*  
Rebecca Alexander, Publisher  
Subscribed and sworn to before me this 18th Day of May, 2022

*Shandale Goodman*  
Shandale Goodman, Notary Public  
State of Mississippi  
My commission expires 07-30-2022

Account # 18D200  
Ad # 1443252  
CITY OF BATESVILLE  
PO BOX 669  
BATESVILLE MS 38606

**PUBLIC NOTICE**  
**ADVERTISEMENT FOR BIDS**  
Notice is hereby given that sealed bids for the City of Batesville Street Overlay Project will be received by The City of Batesville, herein called the "OWNER", at Batesville City Hall, 103 College Street, Batesville, MS, until 3:00 P.M., Local Time on June 21, 2022 at which time they will be publicly opened and read aloud. Bids received after this time will not be accepted and will be returned unopened.

A Pre-Bid Conference is not currently scheduled for the Project. If it is determined that a pre-bid conference is required, an addendum will be issued to establish the time, date, and location.

The project scope includes: The work to be performed under this contract shall consist of furnishing all labor, tools, equipment and materials and performing all work necessary for the complete construction of all the street rehabilitation shown in the construction documents. The major items of work shall consist of, but not be limited to all necessary repairs and/or milling, and asphalt overlay called for in the plan portion of the contract documents.

Contract time is 60 consecutive calendar days. Liquidated damages in the amount of \$150.00 will be assessed for each consecutive calendar day thereafter.

Bidders must be qualified under Mississippi Law and show a current Certificate of Responsibility issued by the Mississippi Board of Public Contractors establishing classification as to the value and type of construction work on which he is authorized to bid.

The Plans, Specifications, and Contract Documents may be examined at the following locations:

- Batesville City Hall 103 College Street, Batesville, MS 38606 (662) 563-4576
- Mendrop Engineering Resources, 143 Public Square, Batesville, MS 38606, (662) 501-8946

Copies of the Contract Documents may be obtained at the offices of Mendrop Engineering Resources, LLC, 143 Public Square, Batesville, MS 38606, Telephone 662-501-8946, upon payment of \$150 for each set. NOT to be refunded. The cost of the contract documents includes standard shipping and handling via USPS First Class Mail or UPS Ground, as well as printing expenses.

Disadvantaged business enterprises are encouraged to make inquiries regarding potential bidding, subcontracting opportunities, and equipment, material and/or supply needs.

Any contract or contracts awarded under this invitation for bids are expected to be funded in whole by The City of Batesville, Mississippi.

The bidder shall guarantee to hold his bid good and may not withdraw his bid for a period of 60 calendar days after the scheduled closing time for receiving bids.

The award, if made, will be made to the party submitting the lowest and best responsible bid deemed most favorable to the Owner. The City of Batesville reserves the right to reject any and all bids and to waive any informalities or irregularities in the bids received.

The City of Batesville  
Mayor Hal Farrell

The Panolian  
May 11 and 18, 2022  
BIDS/OVERLAY

JUNE 21, 2022

**IN RE: BIDS - CATHODIC PROTECTION**

This day the Mayor and Board of Aldermen was to receive sealed competitive bids for cathodic protection pursuant to advertisement made in the manner and for the time provided by law as evidenced by a copy of the Proof of Publication attached hereto. Greg Smith of Mendrop Engineering Resources, found that no bids were received.

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that re-advertisement be placed in *The Panolian*, a legal newspaper published in Batesville, Mississippi, once each week for not less than two consecutive weeks that the Mayor and Board of Aldermen will receive competitive bids at City Hall, 103 College Street Batesville, Mississippi for cathodic protection deep well anode bed.

## Publisher's Certificate of Publication

**STATE OF MISSISSIPPI  
COUNTY OF PANOLA**

Rebecca Alexander, being duly sworn, on oath says she is and during all times herein stated has been an employee of Batesville Newsmedia publisher and printer of the *The Panolian* (the "Newspaper"), has full knowledge of the facts herein stated as follows:

- The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:  
05/25/22, 06/01/22
- The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.
- There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney

*Rebecca Alexander*  
Rebecca Alexander, Publisher

Subscribed and sworn to before me this 1st Day of June, 2022

*Shandale Goodman*  
Shandale Goodman, Notary Public  
State of Mississippi  
My commission expires 07-30-2022

Account # 180200  
Ad # 1451244

CITY OF BATESVILLE  
PO BOX 689  
BATESVILLE MS 38606

**PUBLIC NOTICE**

**ADVERTISEMENT FOR BIDS**

Written sealed bids for the construction of the Cathodic Protection Deep Well Anode Bed will be received by The City of Batesville, hereinafter called the "OWNER", at Batesville City Hall, 103 College Street, Batesville, MS until 10:00 A.M., Local Time on June 21, 2022 at which time they will be publicly opened and read aloud. Bids received after this time will not be accepted and will be returned unopened. A Pre-Bid Conference will not be held. The work to be performed under this contract shall consist of furnishing all labor, tools, equipment and materials and performing all work necessary for the complete construction specified herein. The major items of work shall consist of, but not be limited to, the installation of an impressed current deep well ground bed located at the Southeast corner at the intersection of Park and Broadway Streets within the city limits of Batesville, MS. Project is expected to be completed by October 31, 2022. Contract time is 90 consecutive calendar days. Liquidated damages in the amount of \$200.00 will be assessed for each consecutive calendar day thereafter. Bidders must be qualified under Mississippi Law and show a current Certificate of Responsibility issued by the Mississippi Board of Public Contractors establishing classification as to the value and type of construction work on which he is authorized to bid. The Plans, Specifications, and Contract Documents may be examined at the following locations:

- Batesville City Hall, 103 College Street, Batesville, MS 38606. (662) 563-4576
- Mendrop Engineering Resources, LLC, 143 Public Square, Batesville, MS 38606. (662) 563-7314
- Mendrop Engineering Resources, LLC, 854 Wilson Drive, Suite A, Ridgeland, MS 39157. (601) 899-5158

Copies of the Contract Documents may be obtained at the offices of Mendrop Engineering Resources, LLC, 854 Wilson Drive, Suite A, Ridgeland, MS 39157. Telephone 601-899-5158, upon payment of \$150.00 for each set. NOT to be refunded. The cost of the contract documents includes standard shipping and handling via USPS First Class Mail or UPS Ground, as well as printing expenses. This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated. The bidder shall guarantee to hold his bid good and may not withdraw his bid for a period of 90 calendar days after the scheduled closing time for receiving bids. The award, if made, will be made to the party submitting the lowest and best bid deemed most favorable to the Owner. The City of Batesville reserves the right to reject any and all bids and to waive any informalities or irregularities in the bids received.

The City of Batesville Mayor  
Hui Ferrell

The Panolian:  
May 25 and June 1, 2022  
BIDS

JUNE 21, 2022

**IN RE: ANTONIO BARRAGAN - HYBRID RELIEF**

The Mayor recognized Antonio Barragan who appeared before the Mayor and Board of Aldermen to discuss his plan for a cultivation facility/transportation/dispensary in regards to medical marijuana and inquire about zoning restrictions

No action was taken on this matter.

**IN RE: USE REQUEST - MEDICAL MARIJUANA DISPENSARY**

Chief Building Official Andy Berryhill presented to the Mayor and Board of Aldermen a use request made by Enos Gee and Clayton Self for a medical marijuana dispensary to be located at 13170 Highway 6 West.

No action was taken on this matter.

**IN RE: SET CLEAN-UP HEARINGS**

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, the following Resolution was adopted:

**RESOLUTION SETTING PUBLIC HEARING**

WHEREAS, there came on for consideration the need to hold a public hearing to determine whether property owned by the following persons and located at the following locations in the City of Batesville, Mississippi, are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Ali Khdeir - 152 Public Square  
Betty C. Beard - 211 Garson Street  
Teta Wooten - 201 Fisher Street

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Aldermen of the City of Batesville will conduct a hearing at City Hall on the 19<sup>th</sup> day of July, 2022, at 3:00 p.m. to determine if said properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and that notice of such hearing be given to the aforesaid owners in the manner and for the time required by law.

RESOLVED this the 21<sup>st</sup> day of June, 2022.

JUNE 21, 2022

**IN RE: FINCH HENRY JOB CORPS CENTER**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the agreement between the City of Batesville Police Department and the Finch Henry Job Corp Center be and it is hereby approved and further ordered that Chief of Police Kerry Pittman be and he is hereby authorized to sign said agreement. A copy of said agreement is on file in the City Clerk's Office and is set out below:



**FINCH HENRY  
JOB CORPS CENTER**  
Mike Salazar, Center Director

**Agreement Between the Finch-Henry Job Corps Center  
and the Batesville Police Department**

The Agreement is entered into this 1st Day of July 2022 between the Batesville Police Department hereinafter referred to as the Agency and the Finch-Henry Job Corps Center hereinafter referred to as the Center.

The Agreement complies with the Job Corps Publications, Center Security and Law Enforcement Guide for the Job Corps (ETH337) and applicable Federal and State Laws. The Center Director is authorized by the Department of Labor and Job Corps to enter into the following agreement:

**The Agency and Center agree that:**

- I. The Center is physically located within the corporate limits of the City of Batesville, Mississippi, and Panola County and geographically within the jurisdiction of the Agency. The Job Corps Center Director has the primary responsibility for the safety and security of the staff, the students, the visitors, and the grounds and Physical facilities at the Center.
- II. The Center Director, or the Manager of Safety, Security and Fire Prevention shall be the responsible source for any possible criminal activity on behalf of the Center. Any reports made by the Agency to the Center shall be made to the Manager of Safety, Security and Fire Prevention Department.
- III. The Center agrees to report all offenses committed on the Center site to the Agency including:
  - A. All serious assaults with obvious physical injury or where a deadly weapon is used.
  - B. The Center will surrender to the Department all narcotics and weapons seized or confiscated by the Center.
  - C. Any possession of unauthorized goods as defined by the Center security and law enforcement guide.
  - D. Any incident which would be indicative of unrest among students at the Center.
  - E. Vandalism
- IV. The Agency agrees to allow access to the Center for all police activities related to this agreement.



JUNE 21, 2022



**FINCH HENRY**  
**JOB CORPS CENTER**  
 Mike Salazar, Center Director

- V. The Center agrees that the evidence of the crime found on Center premises shall not be unnecessarily disturbed and will be held for the Agency personnel. Searches for evidence of a crime may be conducted for evidence in criminal prosecution. These must be done by a law enforcement officer with a search warrant, except when delay would danger the physical well-being of students or as the law allows.
- VI. The Center shall not conduct strip searches of students. If the Center believes a strip search of a student is necessary, the Agency will be contacted and a request made to perform such a search in accordance with the Agency's procedures and guidelines.
- VII. The Agency will notify the Center Director or the Manager of Safety, Security and Fire Prevention Department of arrests of criminal cases pending against a Center student when possible and feasible. The Manager of Safety, Security and Fire Prevention at the Center shall notify the Department of any student compliant of alleged mistreatment by the Agency.

In witness whereof, the Batesville Police Department and the Finch-Henry Job Corps Center have executed this agreement by the authorized agents, as of the date written above.

This agreement may not be amended or modified except in writing signed by both parties. Either party may terminate this agreement by giving to the other party thirty (30) days prior written notice of such termination.

This agreement shall be in effect for the one-year period July 1, 2022 to June 30, 2023.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
 Kerry Pittman, Chief of Police  
 Batesville Police Department  
 (662) 563-5653

\_\_\_\_\_  
 Mike Salazar, Center Director  
 Finch Henry Job Corps Center  
 (662) 563-4656 ext. 212

JUNE 21, 2022

**IN RE: APPROVAL OF PAYMENT FOR EMERGENCY PURCHASE - SERVER SYSTEM - NUNC PRO TUNC**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, the following Resolution was adopted:

**RESOLUTION APPROVING AND RATIFYING THE EMERGENCY PURCHASE OF THE SERVER SYSTEM FOR THE BATESVILLE POLICE DEPARTMENT AND FURTHER AUTHORIZING PAYMENT THEREFOR**

WHEREAS, Chief of Police Kerry Pittman, of the City of Batesville, Mississippi, has advised the Mayor and Board of Aldermen of the City of Batesville that under conditions determined to be an emergency, the new server system, located at the Batesville Police Department was purchased from Stonehenge Properties LTD - Revcord for a total of \$24,258.18 (\$4851.64 annually for five (5) years) and \$12,750.00 (amount owed on old server/maintenance contract) and submitted a Certificate of Emergency Purchase or Repair setting out the facts of the afore said matter which is attached hereto and incorporated herein by reference; and

WHEREAS, the Mayor and Board of Aldermen do hereby find and determine that the server system located at Batesville Police Department was in a state of disrepair and had to be replaced immediately in order to avoid conditions that would be detrimental to the public health, welfare and safety of the citizens of Batesville and that said circumstances constituted an emergency under Sections 31-7-1(i) and -13(k) of the Mississippi Code of 1972, as amended:

NOW, THEREFORE, BE IT RESOLVED the matters set out by the Certificate of Emergency Purchase or Repair are true and correct and that:

1. The Mayor and Board of Aldermen do hereby find and determine that an emergency did in fact exist in regard to the replacement of said server system located at Batesville Police Department so that delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority of the City of Batesville, Mississippi, and to the public health, welfare and safety of the citizens of Batesville, Mississippi, and, accordingly, the provisions for competitive bidding contained in Sections 31-7-1, et seq., Mississippi Code of 1972, and all amendments thereto, did not apply to said purchase.

2. The Mayor and Board of Aldermen do hereby ratify, confirm and approve, nunc pro tunc, the replacement of the server system located at Batesville Police Department by Stonehenge Properties LTD - Revcord for the sum of \$24,258.18 (annually paid for five (5) years of \$4,851.18 plus \$12,750.00 for old server maintenance/contract.

3. The Mayor and Board of Aldermen of the City of Batesville, Mississippi, do hereby approve and authorize the payment of the sum of \$24,258.18 (annually paid for five (5) years of \$4,851.18 plus \$12,750.00 for old server maintenance/contract to Stonehenge Properties LTD - Revcord in connection with the replacement of the aforesaid server system.

RESOLVED, this the 21<sup>st</sup> day of June, 2022.

JUNE 21, 2022

CERTIFICATION OF EMERGENCY PURCHASE OR REPAIR

This Certification must be completed, signed, and presented to the Mayor and Board of Aldermen at the Board Meeting next following the emergency purchase or repair set out herein.

On or about the Aug day of 16, 2020, I determined that an emergency existed in regard to ~~the~~ purchase and/or repair set out below so that the delay incident to giving opportunity for competitive bidding would be detrimental to the Mayor and Board of Aldermen of the City of Batesville.

Describe in detail and include all information mentioned:

1. (a) Description of the commodities purchased, (b) seller, (c) when, and (d) the price:

Purchased was a Rackmount Mission Critical Class RNDY  
Apoc Power supply 8 channel analog logging as a service  
server. It was purchased from Apoc Energy Properties  
LLP - Record, 10190 Katy Freeway, Ste 501 Houston, TX 77043.  
Purchased/paid for on February 8, 2021. Total Price - \$24,253.18  
5 year term agreement of first payment \$4851.64 on January 3, 2021  
length of time between lease & purchase - due to acquiring the equipment and

2. (a) Repairs made, (b) by whom, (c) when, and (d) the price: None - completely  
no actual repairs - purchased new server system (due to lightning force strike to  
old one) - I see section 1 for additional response  
to when and price.

3. I have approved the bill for the commodities and/or repair and a copy of the bill is attached to this Certification.

4. The nature of the emergency was as follows (describe in full and why you believe it was an emergency):

The server system which furnishes a "logging as a service"  
to the police department was struck by a lightning force on  
Aug 14, 2020. This service is very important and necessary  
to the effectiveness and liability to the police department as well  
as the safety to the community and its people. This service  
"logs" or records every incoming and outgoing call of the  
Police Department to include the 911 lines. It would be detrimental  
if we did not have this service. It aids the detectives and the  
district attorney many times as it additionally serves as a way  
to go back and obtain information needed in cases.

Circle the number of the appropriate items in the list below that you believe are most applicable to the situation as you assessed it:

- 1. Any circumstances caused by fire, flood, explosion, storm, earthquake, epidemic, riot, or insurrection.
- 2. Any circumstances caused by an inherent defect due to defective construction.
- 3. The immediate preservation of order and public health was necessary by reason of an unforeseen emergency.
- 4. The immediate restoration of a condition of usefulness of a public building, equipment, a road or a bridge appeared advisable.
- 5. There was a failure of equipment used and useful in the distribution of water or natural gas or in the transportation or treatment of sewage.
- 6. The delay incident to obtaining competitive bids would cause adverse impact upon the Mayor and Board of Aldermen of the City, City employees, or the citizens of the City.

I certify that the above and foregoing is true and correct.

Date: 6-15-2022


George Williford  
 SIGNATURE

George Williford  
 (PRINT NAME OF THE PERSON SIGNING)

POSITION: Deputy Chief of Police



JUNE 21, 2022


(Logging as a Service) LaaS Quote

To: **Batesville PD MS**  
 105 College Street  
 Batesville, MS 38605  
 6625635653  
 ATT: Barbara Lambert

Date: **October 12, 2020**  
 Quote #: \_\_\_\_\_  
 Customer Ref: \_\_\_\_\_  
 Expiration Date: **January 10, 2021**

Sub-Item	Shipping Method	Delivery Date	Original Price	Discount	Payment Due Date
<b>MIS</b>		<b>TBD</b>			
Qty	Item #	Description	Unit Price	Discount	Line Total
1	MCS	Rack Mount Mission Critical Chassis RAID 5/Dual Power Supply	\$2,800.00		\$2,800.00
1	REVM/S	8 Channel Hardware And Channel Permanent License - Analog	\$4,719.13		\$4,719.13
25	REVOIPFC48	Fixed VoIP/LoP Channels (17-48) - Per Channel	\$289.00		\$7,225.00
1	FREIGHT	Freight	\$125.00		\$125.00
32	MISC	Evergreen Chan Credit		(\$100.00)	(\$100.00)
			<b>\$11,669.13</b>		

Please Note: This Quote includes unlimited instant recall licenses, map report licenses, browser playback licenses, QA licenses, reports licenses, screen recording licenses, and live monitor licenses.


Total Hardware And Software Costs With Discounts		\$11,669.13			
Services					
1	BOSS PR	BOSS Premium Onsite Install - First 30 Channels	\$1,000.00		\$1,000.00
17	BOSS PRCH	BOSS Premium Onsite Install - Cost Per Additional	\$25.00		\$425.00
5	BOSS YNC32	Backup/Remote Access Service - 32 Channel Audio	\$1,225.00	50%	\$612.50
			<b>\$4,487.50</b>		

Please Note: The demarcation point is the customer's responsibility for all Digital and Analog inputs and must be dedicated logging blocks that are properly labeled within 50 feet of the recorder location. VOIP Phone signaling must be port mirrored on a dedicated VLAN or sent via built in bridge. SIP integration signaling (Avtec, Telos, A13) must be provisioned in its original multicast formatting across a dedicated VLAN. Please note if your network is unable to provide Revcord with access through its remote program, this may change your maintenance agreement cost and expected service request response times. Failure to meet the above criteria may result in implementation delays and additional cost.

Maintenance				
1	RSPLUS24UC	RSPLUS With Next Day Onsite Response Upcharge - First Year	5%	\$350.07
4	RSPLUS24EG	24/7 Help Desk/Remote Monitoring, Updates, Next Day Onsite Response - Annual	15%	\$7,001.48
			<b>\$7,351.55</b>	

Total System, Installation, Maintenance, and Admin Costs (\$250) Over Five Years		\$24,258.18
		1-yr Annual Total: \$4,851.64

10190 Katy Freeway Suite #501  
Houston, TX 77043  
www.revcord.com



Revolutionizing Multimedia Recording

1-866-550-2188  
Local 281-404-7040  
Fax 281-404-5323

I accept the terms of proposal and authorize the purchase Date: 10/20/20

JUNE 21, 2022

*copy from City of Batesville*

**Revenge Properties LTD - Revcord**  
 1000 Freeway, Ste 501  
 Batesville, TX 77043

**INVOICE**  
 Invoice Number: SI-5152-3  
 Invoice Date: Oct 7, 2020  
 Page: 1  
 Duplicate

*PO# PD 4065*  
*Capital Expend. - Equip.*  
*010-105-705*

Voice: 281-404-7040  
 Fax: 281-404-5323

**Bill To:**  
 Batesville Police Dept  
 Batesville Police Dept  
 106 College  
 Batesville, MS 38606

**Ship to:**  
 Batesville Police Dept  
 Batesville Police Dept  
 106 College  
 Batesville, MS 38606

Customer ID	Customer PO	Payment Terms		
BAT100	LeeC	Net 30 Days		
Sales Rep ID	Shipping Method	Ship Date		
Mark		11/5/20		
Quantity	Item	Description	Unit Price	Amount
3.00	aaS Renewal Sale	Logging as a Service - System Renewal Sale Serial number: 20180213M3 Service dates: 2/13/21-2/12/24	4,250.00	12,750.00

*left msg 6/13/22 5 am*  
*left msg 6/14/22 12:05*

*"7000"*  
 This is the amount we owe on the old server that lightning struck. Original contract dates are noted.  
*Lease Purchase Agreement*

**ENTERED**  
 FEB 11 2021

**RECEIVED**  
 DEC 18 2020  
 CITY OF BATESVILLE

Subtotal	12,750.00
Sales Tax	
Total Invoice Amount	12,750.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>12,750.00</b>

Check/Credit Memo No

Overdue invoices are subject to late charges.

*pay weekly 26*  
*lease-agreement*

JUNE 21, 2022

**IN RE: TRANSFER OF FUNDS - TOURISM TO MULTI PURPOSE BUILDING**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, the following Resolution was adopted:

**RESOLUTION**

WHEREAS, the City of Batesville, Mississippi, is authorized under Chapter 824, Local and Private Laws of 1992, as amended by Chapter 912, Local and Private Laws of 1997, as amended by House Bill Number 1587 of the 2016 Mississippi Legislative Session, to collect certain revenue and expend same for the purpose of establishing, promoting, and developing tourism, economic development and industry and related matters within the city and the surrounding areas; and

WHEREAS, the Batesville Civic Center is owned and operated by the City to help establish, promote, and develop tourism, economic development and industry and related matters within the City and surrounding areas.

NOW, THEREFORE, BE IT RESOLVED as follows:

1.

That the Mayor and Board of Aldermen does hereby find and determine that the Batesville Civic Center is owned and operated by the City in a manner that helps to establish, promote, and develop tourism, economic development, and industry and related matters within the city and the surrounding area.

2.

That the Mayor and Board of Aldermen does hereby find and determine that the Batesville Civic Center attracts visitors and tourists to the City and will help to promote and enhance the tourism, industry, and economic development of the city and the surrounding area.

3.

That the city shall set aside, appropriate, expend and transfer from the revenues received pursuant to said Chapter 824 and said amendments, a sum not to exceed \$500,000.00 to the fund for the Batesville Civic Center known as the Multi Purpose Building Fund for use in the operation and maintenance of the Batesville Civic Center.

RESOLVED this the 21<sup>st</sup> day of June, 2022.

JUNE 21, 2022

**IN RE: APPROVAL OF PAYMENT FOR EMERGENCY REPAIR -  
BATESVILLE PUBLIC LIBRARY - NUNC PRO TUNC**

Upon motion of Alderman Land and second of Alderman Dugger and upon unanimous vote taken, the following Resolution was adopted:

**RESOLUTION APPROVING AND RATIFYING THE EMERGENCY REPAIR OF THE  
BATESVILLE PUBLIC LIBRARY FOR PURCHASE OF MATERIALS IN  
CONNECTION THEREWITH AND FURTHER AUTHORIZING PAYMENT THEREFOR**

WHEREAS, City Clerk Susan Berryhill, of the City of Batesville, Mississippi, has advised the Mayor and Board of Aldermen of the City of Batesville that under conditions determined to be an emergency, the carpet located at the Batesville Public Library was cleaned by Johnny Rybolt- dba SteamKing for a total of \$15,137.00 and submitted a Certificate of Emergency Purchase or Repair setting out the facts of the afore said matter which is attached hereto and incorporated herein by reference; and

WHEREAS, the Mayor and Board of Aldermen do hereby find and determine that the carpet located at the Batesville Public Library was in a state of disrepair and had to be cleaned immediately in order to avoid conditions that would be detrimental to the public health, welfare and safety of the citizens of Batesville and that said circumstances constituted an emergency under Sections 31-7-1(i) and -13(k) of the Mississippi Code of 1972, as amended:

NOW, THEREFORE, BE IT RESOLVED the matters set out by the Certificate of Emergency Purchase or Repair are true and correct and that:

1. The Mayor and Board of Aldermen do hereby find and determine that an emergency did in fact exist in regard to the cleaning of said carpet located at the Batesville Public Library so that delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority of the City of Batesville, Mississippi, and to the public health, welfare and safety of the citizens of Batesville, Mississippi, and, accordingly, the provisions for competitive bidding contained in Sections 31-7-1, et seq., Mississippi Code of 1972, and all amendments thereto, did not apply to said purchase.

2. The Mayor and Board of Aldermen do hereby ratify, confirm and approve, nunc pro tunc, the cleaning of the carpet located at the Batesville Public Library by Johnny Rybolt - dba SteamKing for the sum of \$15,137.00.

3. The Mayor and Board of Aldermen of the City of Batesville, Mississippi, do hereby approve and authorize the payment of the sum of \$15,137.00 to Johnny Rybolt - dba SteamKing in connection with the cleaning of the aforesaid carpet at the Batesville Public Library.

RESOLVED, this the 21<sup>st</sup> day of June, 2022.

JUNE 21, 2022

CERTIFICATION OF EMERGENCY PURCHASE OR REPAIR

This Certification must be completed, signed, and presented to the Mayor and Board of Aldermen at the Board Meeting next following the emergency purchase or repair set out herein.

On or about the Feb. day of 19, 2021, I determined that an emergency existed in regard to the purchase and/or repair set out below so that the delay incident to giving opportunity for competitive bidding would be detrimental to the Mayor and Board of Aldermen of the City of Batesville.

Describe in detail and include all information mentioned:

1. (a) Description of the commodities purchased, (b) seller, (c) when, and (d) the price:

labor & materials for steam cleaning Carpet  
Johnny Rybolt dba - Steam King  
March 24, 2021

2. (a) Repairs made, (b) by whom, (c) when, and (d) the price:

Johnny Rybolt dba - Steam King  
March 24, 2021  
\$15,137.00

3. I have approved the bill for the commodities and/or repair and a copy of the bill is attached to this Certification.

4. The nature of the emergency was as follows (describe in full and why you believe it was an emergency):

A sprinkler line froze & ruptured in  
the ceiling causing water damage  
to part of the Batesville Public Library

Circle the number of the appropriate items in the list below that you believe are most applicable to the situation as you assessed it:

- 1. Any circumstances caused by fire, flood, explosion, storm, earthquake, epidemic, riot, or insurrection.
- 2. Any circumstances caused by an inherent defect due to defective construction.
- 3. The immediate preservation of order and public health was necessary by reason of an unforeseen emergency.
- 4. The immediate restoration of a condition of usefulness of a public building, equipment, a road or a bridge appeared advisable.
- 5. There was a failure of equipment used and useful in the distribution of water or natural gas or in the transportation or treatment of sewage.
- 6. The delay incident to obtaining competitive bids would cause adverse impact upon the Mayor and Board of Aldermen of the City, City employees, or the citizens of the City.

I certify that the above and foregoing is true and correct.

Date: 6/16/2022


Susan Benzhill  
SIGNATURE

Susan Benzhill  
(PRINT NAME OF THE PERSON SIGNING)

POSITION: City Clerk



JUNE 21, 2022


**SteamKing Johnny Rybolt**
*held from Johnny Rybolt*

---

Insured: Batesville Library  
 Property: 206 US-51  
 Batesville, MS 38606  
 Estimator: Johnny Rybolt Steam King  
 Company: SteamKing

Business: (662) 902-0784  
 Invoice Date: 3/24/2021

**INVOICE**

DESCRIPTION	AMOUNT
<b>Labor/Subcontractors</b>	
Labor	\$9,323.17
<b>Materials &amp; Supplies</b>	
Company Supplied Materials	\$238.20
<b>Equipment</b>	
Company Supplied Materials	\$5,558.94
<b>Incurred Costs</b>	
<b>Additional Costs</b>	
<b>SUBTOTAL</b>	<b>\$15,120.31</b>
Sales Tax	\$16.69
<b>TOTAL</b>	<b>\$15,137.00</b>

**IN RE: ACKNOWLEDGE SCHOLARSHIP RECIPIENT - ADDISON LAWRENCE**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, the Mayor and Board of Aldermen acknowledged part-time employee Addison Lawrence as the recipient of the MML 2022 Limited Scholarship.

JUNE 21, 2022

**IN RE: APPROVAL TO DESTROY OLD RECORDS**

Upon motion of Alderman Dugger and second of Alderman Land and upon unanimous vote taken, the following Resolution was adopted:

**RESOLUTION**

BE IT RESOLVED, that the City Clerk is authorized and directed to destroy those outdated records which are not required by law to be kept or preserved and which are not desirable or necessary to keep and preserve, and which records contain no information essential or beneficial to the operation of City Government or to the protection of rights or interests of the citizens of the City of Batesville or any other persons and whose minimum retention period as established by Local Government Records Committee has expired and no extenuating circumstances exist that would preclude the destruction of such records. This destruction of records is authorized pursuant to Section 39-5-9, Mississippi Code of 1972, Annotated, as amended, and the State of Mississippi Municipal Records Control Schedules issued by the Department of Archives and History, Local Government Records Office as approved by the Local Government Records Committee.

**IN RE: WATER ADJUSTMENT - LATOYA FONDREN**

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that a water adjustment in the amount of \$208.77 be issued to LaToya Fondren for 209-A Deaton Street, due to a water leak.

JUNE 21, 2022

**IN RE: CREDIT CARD SOFTWARE - UTILITY DEPARTMENT**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the Mayor be and he is hereby authorized to sign the Nexbill Pay credit card system software agreement, for use in the Utility Department, a copy of which is set forth below provided that the standard contract addendum, a copy of which is below, shall be attached to and be a part of the document. A copy of the document and addendum are on file in the Office of the City Clerk.

**NEXBILLPAY MASTER SERVICES AGREEMENT**

This Master Services Agreement ("Master Services Agreement") is entered into by and between Nexbillpay, LLC, a Delaware limited liability company, doing business as Nexbillpay with its principal office located at 2416 Green Springs Highway, Birmingham, AL 35209, and the following Customer.

**Customer Information**

Customer provides in this section information necessary to receive services under this Agreement. Customer is responsible for providing and keeping current any information about Customer needed by Nexbillpay. All information about Customer found in this document is located on the last page and should be supplied when this Agreement is made and should be updated by Customer's notice to Nexbillpay whenever the information changes.

Customer and each person signing this agreement represents that to legally execute agreements by the Customer that will be legally binding the following entities must execute this document.

Customer agrees to provide upon request by Nexbillpay repeated updates to the above information so that the information about Customer shall remain current at all times, and be supplied regularly by

**Customer Notices to Nexbillpay**

Required Notices under this agreement to Nexbillpay shall be transmitted and delivered to Nexbillpay by sending U. S. Postal Mail properly addressed and prepaid to both Jeff Weldon, President separately and to Chase Elmore, Vice President separately at 2416 Green Springs Highway, Birmingham, AL 35209, and additionally by transmitted properly addressed electronic mail to each of the two same individuals at the following email addresses: [jweldon@nexbillpay.com](mailto:jweldon@nexbillpay.com) and [celmore@nexbillpay.com](mailto:celmore@nexbillpay.com). Courtesy calls will be appreciated to (800) 639-2435.

**General Agreement**

NOW, THEREFORE, in consideration of the mutual covenants in this agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, covenant and agree as follows.

**Definitions**

For the purposes of this Agreement, the following terms and words shall have the meaning stated in these Definitions, unless the context requires otherwise.

"Agreement" or "Contract" shall refer to this Agreement, entitled Master Services Agreement, as superseded or amended by signed agreements from time to time.

"User" shall mean the users of the Customer's goods and services who choose to pay Customer by using merchant accounts, such those accounts used at their simplest as providing credit card processing or additional electronic processing, including:

- a credit card acceptable to Customer and Nexbillpay;
- a debit card acceptable to Customer and Nexbillpay;
- the Customer's web portal acceptable to Nexbillpay;
- the Customer's Interactive Telephone Voice Response System ("IVR") acceptable to Nexbillpay;
- the Customer's secure Internet interface acceptable to Nexbillpay;
- the Customer's stand-alone point of sale ("VTerminal") acceptable to Nexbillpay;
- any payment or data processing system acceptable to Nexbillpay and generally commercially acceptable now or in the future, for payment or utility data, such as Apple Pay or Google Wallet, whether or not using mobile computers and devices, such as smartphones



JUNE 21, 2022

but, the following means of payment are not currently acceptable to Nexbillpay: currency, coins, paper checks, money orders, goods, or human labor or efforts to perform services for Customer or Nexbillpay.

“**Effective Date**” shall be the last date upon which both parties have exchanged and actually received either (i) pen and ink signed paper originals or (ii) complete images of pen and ink signed originals of this Agreement. Typed electronic signatures are not acceptable. The title or position for each signatory is required. The Effective Date is the date this agreement goes into effect, but services are only provided on or after the Launch Date.

“**Launch Date**” shall be the date on which Customer launches or launched this service to the Users.

“**Services**” shall include the Services approved outlined in Schedule A of this Agreement.

“**Nexbillpay Authorized Processor**” shall mean a Nexbillpay authorized merchant account provider and or payment processing gateway.

“**Reversed or Charged-back Transaction**” shall mean any cancelled transactions due to any failure of a transaction, including User error, any User’s challenge to the authenticity or authorization of any transaction, or any mistake by any processor.

#### Service and Transaction Fees to Nexbillpay

Nexbillpay and other processors arranged by Nexbillpay will charge each User a transaction fee for each transaction processed. Neither Customer or User shall have any claim to such fees nor the right to direct the use or allocation of such fees.

Monthly Invoicing (if applicable)  YES  NO

Monthly invoices from Nexbillpay to Customer will include transactions for the previous month. Customer will receive only an electronic invoice. Customer grants to Nexbillpay the right to automatically create an ACH transaction to the Customer’s designated checking/savings account to pay all invoices from Nexbillpay to Customer and monies due to Nexbillpay.

#### Explicit User Confirmation Required

Nexbillpay and Customer may, but are not required by this Agreement, to confirm the dollar amount of all Payments and Service and Transaction Fees to be charged to a User.

The Nexbillpay Service Fee will be collected separate from the Payment Amount.

Monthly Minimum  YES  NO

Customer is required to meet a \$75.00 monthly minimum collected amount for Nexbillpay Service and Transaction Fees 60 days from underwriting approval. If Customer does not meet the required monthly minimum the Customer is responsible for the difference between the collected Nexbillpay Service and Transaction Fees and the \$75.00 monthly minimum. Customer grants to Nexbillpay the right to automatically create an ACH transaction to the Customer’s designated checking/savings account to pay all invoices from Nexbillpay to Customer and monies due to Nexbillpay.

#### Merchant Account and Transaction Authorization

Customer must have one or more merchant accounts authorized, such as an account for electronic credit or debit card processing. For authorization purposes, Nexbillpay will normally electronically transmit all payment transactions to the appropriate processing center in real time as the transactions occur. Delayed transmissions may be caught up when time and circumstances permit.

JUNE 21, 2022

Electronic payment processing is independently and competitively available in the market for electronic processing. Examples of the possibilities are found in Apple Pay internet materials. <https://support.apple.com/en-us/HT204274>. Apple Pay is a trademark of Apple.

#### Settlement of Transactions

Nexbillpay together with its authorized payment processor shall forward the User's payment to the appropriate payment organizations for settlement directly to the Customer's depository bank account previously designated by the Customer (hereinafter the "Customer Bank Account").

Nexbillpay together with its authorized processor(s) will continuously review its settlement and invoicing processes for its simplicity and efficiencies. Customer and Nexbillpay agree to fully cooperate with each other if Nexbillpay were to change its settlement and invoicing processes.

#### Reversed or Chargeback Transactions

Nexbillpay may reverse or chargeback transactions. Customer may request that Nexbillpay reverse or chargeback by the Customer by contacting Nexbillpay directly via email and requesting a reversal or chargeback of specific fully identified transactions and shall state in full detail the facts known to Customer to justify the reversal or chargeback. Nexbillpay will consider reversal or chargeback and if reversal or chargeback is agreed by Nexbillpay, the amount paid to Customer for goods and services and fees after deduction of service and transaction fees will be refunded to the User; however, the Nexbillpay Service and Transaction Fees will be kept by Nexbillpay and are non-refundable, and will not be refunded to the User. The remittance file sent to Customer by Nexbillpay will contain a record of such transactions whenever such transactions occur. Customer shall handle communications with User and shall be clear with User that no representations or promises are made to or for the benefit of the User. With respect to all Reversed or Chargeback Card Transactions that are substantiated by a User and approved by an authorized representative of Nexbillpay and the Customer: (i) the Customer authorizes Nexbillpay and Nexbillpay Authorized Processor (or the respective card organization) to charge the Customer Bank Account for the amount of the corresponding Payment and (ii) Nexbillpay shall refund to the Card organization (for credit back to the User) the corresponding Nexbillpay Service Fees. The Customer agrees that it shall not refund in cash to a User any Payment made using Nexbillpay Services.

#### Review of Reversed and Charged Back Transactions

Nexbillpay will continuously review its processes for Reversed or Charged-back transactions. Customer and Nexbillpay agree to fully cooperate with each other if Nexbillpay were to change its settlement and invoicing processes for such transactions.

#### Service Reporting

Nexbillpay shall provide Customer with reports summarizing use of the Services by Users for a given reporting period.

#### User Communication by Customer

Both parties agree that Nexbillpay will be presented as a payment method option to Customer's users. Customer will communicate the Nexbillpay option to its residential and commercial customers wherever Customer usually communicates its other payment methods.

Customer will make Nexbillpay Services available to its residential and commercial customers by different means of customer communication including:

- a) through bills, invoices and other notices;
- b) by providing IVR, Kiosk and Web payment details on the Customer's website including a "Pay Bill Online" or similar links on a mutually agreed prominent place on the web site;
- c) through Customer's general IVR/Phone system; and
- d) other channels deemed appropriate by the Customer and Nexbillpay.

JUNE 21, 2022

#### Intellectual Property of Nexbillpay

In order that the Customer may promote the services and Nexbillpay role in providing the Services, Nexbillpay grants to Customer a revocable, non-exclusive, royalty-free, license to use Nexbillpay logo and other service marks (the "Nexbillpay Marks") for such purposes only. Other than the terminable license to use the Nexbillpay Marks, Customer does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Nexbillpay on the IVR, kiosk or the website) or other intellectual property right of Nexbillpay ("Nexbillpay Intellectual Property"). All Nexbillpay Marks, Nexbillpay Intellectual Property, and the System and all rights therein (other than rights temporarily expressly granted herein during the term of this agreement) and goodwill pertaining thereto belong exclusively to Nexbillpay. This license is limited to Customer's use for Nexbillpay services and the license terminates when this Agreement terminates. Customer agrees to advise Nexbillpay of any use of its logos, graphics and other marketing materials by any persons or firms that are not a current Nexbillpay customer.

#### Customer's Responsibilities

In order for Nexbillpay to provide Services outlined in this Agreement, the Customer shall cooperate with Nexbillpay by:

- (i) Customer will enter into all applicable and necessary merchant Card, ACH or Cash Management agreements.
- (ii) For the duration of this Agreement, Customer will keep a bill payment link connecting to the Nexbillpay System at a prominent and mutually agreed location on the Customer website for users. If applicable, the phone number for the IVR payment will also be added to the website. Customer will also add the IVR payment option as part of the Customer's general phone system. Customer will be required to provide Nexbillpay with a constantly updated customer list necessary for the IVR system for the duration of this agreement.
- (iii) Within 30 days of the merchant account setup, Customer will launch the service to the users.
- (iv) Within 60 days of the merchant account setup, Customer must submit all required information for application approval.

#### Governing Law

This agreement shall be interpreted and governed by the internal laws of the state of Alabama without reference to any other law of any state.

#### Authorized Representative

Each party shall designate in writing an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the designated individuals.

#### Notices to Nexbillpay from Customer

Notices shall be deemed received on the date the notice is actually physically received if given by hand delivery or given by properly addressed first class US Postal mail, and emailed notices shall be deemed to have been given upon on date said notice was received in the recipients' email box properly addressed.



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**Notices to Customer from Nexbillpay**

Notices shall be deemed received on the date the notice is actually physically received if given by hand delivery or given by properly addressed first class US Postal mail, and emailed notices shall be deemed to have been given upon date said notice was received in the recipients' email box properly addressed.

Customer Notice: shall be in writing and shall be given (1.) by properly addressed and mailed U. S. Postal mailed by Nexbillpay, LLC., (2.) by paid overnight delivery service such as Federal Express, or (3.) by hand delivery to an individual authorized to receive mail for the below listed individuals, at the following locations:

- **Except notices that the Agreement expressly permits to be given by email, all notices of any type hereunder to Customer shall be properly addressed and delivered by Nexbillpay to the following person and email address:**
- **Person to Contact at Customer for Notices to Customer: Cindy Roper**
- **Email for Notices to Customer: payroll@batesville.ms**
- **Customer Phone: 662-563-6614**

Notices shall be deemed received on the date the notice is actually physically received whether if given by hand delivery, or if notices given by US Post, then notices shall be deemed to have been given upon on date said notice was received in the mail addressed in the manner set forth above.

**Interpretation**

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

**Independent Contractors**

Customer and Nexbillpay agree and understand that each is a separate legal entity and that the relationship between both parties is that of independent contractors, and there is no relationship between the parties in the nature of a partnership, joint venture, co-owners or a legally recognizable consortium of any type or form.

**Amendment of Agreement**

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

**Severability**

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and the Agreement shall be read as if said word, sentence or paragraph did not exist.

**Attorney's Fees**

Should any litigation or dispute arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

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#### **Confidentiality**

Both parties agree not to disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about the parties' business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models, and personnel. Nexbillpay will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it received in connection with its performance of the services.

#### **Force Majeure**

Nexbillpay will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond its reasonable control and without its major fault or judgment, including without limitation, any event or circumstance caused in whole or in part the presence of threatened presence of radioactive materials, by any failure of the Internet, failure, delay, or unreliability of any telecommunications services, natural disasters, war, revolution, terrorist acts, riots, acts of a government entity (in a sovereign or contractual capacity), fire, storms, pandemics, quarantines, restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses of utilities (including electric service and telecommunications services), computer "hacker" attacks, delays of common carrier and/or any combination of any of these causes.

#### **Time of the Essence**

Nexbillpay and Customer acknowledge and agree that time is of the essence for the completion of the Services to be performed and each parties' respective obligations under this Agreement.

#### **Nexbillpay Indemnification and Hold Harmless**

Nexbillpay agrees to the fullest extent permitted by law, to indemnify and hold harmless the Customer and its governing officials, agents, employees, and attorneys (collectively, the "Customer Indemnittees") from and against all liabilities, demands, losses, damages, costs or expense (including reasonable attorney's fees and costs), incurred by any Customer Indemnittees as a result of arising out of (i) the willful misconduct or negligence of Nexbillpay in performing the Services or (ii) a material breach by Nexbillpay of its covenants or (iii) any release of confidential customer information from Nexbillpay's archives or activities.

#### **Disclaimer of Claims or Rights to Trademarks**

Nexbillpay claims trademark rights in the marks Nexbillpay and Nexbillpay. Customer disclaims any rights to the marks Nexbillpay and Nexbillpay.

#### **Customer Indemnification and Hold Harmless**

Without waiving, mitigating or abrogating any and all statutory immunities or limitations on liability, the Customer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Nexbillpay, its affiliates, officers, directors, stockholders, agents, employees and representatives, (collectively, the "Nexbillpay Indemnittees") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation reasonable attorney's fees and expenses) incurred by any Nexbillpay Indemnittees as a result or arising out of (i) the willful misconduct or negligence of Customer related to the Services or (ii) a material breach of Customer's covenants.

#### **Nexbillpay IP Indemnification**

Nexbillpay represents it owns or otherwise has the legal authority to make use of all intellectual property necessary to provide the Services to Customer. Nexbillpay agrees to indemnify, defend and hold Customer harmless from any and all claims, suits, causes of action or demands for damages related to any challenge of said authority by any third party and any alleged infringement of copyright, trademark or trade dress arising out of Nexbillpay's

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provision of services under this Agreement. Indemnity by Nexbillpay pursuant to this paragraph is conditioned upon Customer:

- giving Nexbillpay, prompt written notice of any claim, action, suit or proceeding for which the Customer is seeking indemnity.
- providing reasonable cooperation to Nexbillpay to provide defense and indemnification to Customer.
- upon request by Nexbillpay, granting Nexbillpay control of the selection of defense counsel, and decisions regarding defense and settlement; and
- reasonably cooperating with Nexbillpay in its defense, settlement, or trial of any matter for which indemnification is sought.

Nexbillpay shall defend Customer against any third-party claim, action, suit or proceeding alleging trademark or copyright infringement, but Customer shall be solely responsible for costs of defense for any claim of infringement based upon content or images provided by Customer to Nexbillpay for use on the website. Nexbillpay shall indemnify Customer for all losses, damages, settlement or judgment proceeds, liabilities and all reasonable expenses and costs incurred by Customer as a result of any such claim, action, suit or proceeding, excluding those arising from content or images provided by Customer to Nexbillpay for use on Customer website and any media not controlled by Nexbillpay.

Customer shall not settle a claim that Nexbillpay is reasonably defending except at Customer's expense or upon Nexbillpay's written consent.

#### **Term and Termination**

The term of this Agreement shall commence on the Effective Date of this Agreement and continue for a term of three (3) years ("Initial Term") from the Launch Date. Thereafter, the Agreement will then automatically renew for additional and successive one-year periods unless terminated by either party upon thirty (30) days written notice. Nexbillpay or Customer may cancel immediately without notice if it reasonably suspects fraud, collusion, dishonesty, or misrepresentation. Customer shall pay on demand, an early termination fee of four hundred and ninety-five dollars (\$495.00).

#### **Material Breach**

A material breach of this Agreement shall be cured within 90 (ninety) days ("Cure Period") after a party notifies the other of such breach. In the event, such material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with 30 (thirty) days' notice.

#### **Cooperation Upon Termination**

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Nexbillpay shall cease all Services being provided hereunder unless otherwise directed by the Customer in writing.

[The remainder of this page is blank.]



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**Schedule A – Nexbillpay Service Fee Schedule**  
 Service Fee charged to the User will be based on the following model (Web)

Payment Type	Payment Amount	Service Fee
eCheck	\$000.01 - \$5,000.00	\$2.00
Credit Card/Debit Card	\$000.01 - \$250.00	\$2.95
	\$250.01 - \$5,000.00	2.75%

Service Fee charged to the User will be based on the following model (Telephone)

Payment Type	Payment Amount	Service Fee
eCheck	\$000.01 - \$5,000.00	\$2.00
Credit Card/Debit Card	\$000.01 - \$250.00	\$2.95
	\$250.01 - \$5,000.00	2.75%

Service Fee charged to the User will be based on the following model (VTerminal)

Payment Type	Payment Amount	Service Fee
Credit Card/Debit Card	\$000.01 - \$250.00	\$2.95
	\$250.01 - \$5,000.00	2.75%

Magtek Card Reader Number: ?

**Complete Integrated Agreement.**

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Nexbillpay and Customer.

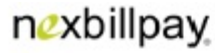
**Nexbillpay, LLC – DBA: Nexbillpay**  
 2416 Green Springs Highway  
 Birmingham, AL 35209

(Customer) City of Batesville  
 Address: (PO Box 689)103 College Street  
 City/State/Zip: Batesville, MS 38606

By: Chase Elmore \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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- Please provide a driver license for the application signor
- Please include a voided check or letter from the bank

**Needed Credit Card Information for Each Business**

Exact Legal Name of Business (as shown on Federal Tax Return):

Business DBA:

Business Physical Address, City, State, Zip:

Business Mailing Address, City, State, Zip:

Business Phone Number:

Business Fax Number:

E-mail Address:

Federal Tax ID:

Year Business Established:

Number of Customers:

Type of Ownership:

Type of Utilities Sold:

Hours of Operation:

Application Signor(s) First/Last Name/Title/Date of Birth:

Contact Name First/Last Name/Title:

Name of Bank for Credit Card and Electronic Check Deposits:

Bank Contact:

Bank Address:

Bank Telephone Number:

Bank Routing Number:


Bank Account Number:

Utility Website Address:

What company provides your software for billing? Contact?



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**ACH Authorization Form**

**\*\*This form MUST be accompanied by a Printed Voided Check or Bank Letter\*\***

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**ACH Funds Transfer Information**

**Bank Name:** \_\_\_\_\_

**Account Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Routing # (9 digits)** \_\_\_\_\_

**Account #** \_\_\_\_\_

\_\_\_\_\_ (Hereinafter referred to as Affiliate) authorizes Nexbillpay, LLC, to initiate ACH transfer entries and to credit and/or debit the account identified herein for payments relating to Nexbillpay services. This authorization shall remain in effect unless and until Nexbillpay has received written notification from Affiliate that this authorization has been terminated in such time and manner to allow Nexbillpay to act. Undersigned represents and warrants to Nexbillpay that the person executing this Release is an authorized signatory on the Account referenced above and all information regarding the Account and Account Owner is true and correct.

\_\_\_\_\_/ /  
Authorized Signer Date

\_\_\_\_\_  
Print Name and Title

**ATTACH PRE-PRINTED VOIDED CHECK  
OR  
BANK LETTER**

ACH commission settlement is available for most bank accounts in the United States, Australia, Canada, Europe, Mexico, and New Zealand.

STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum is an integral part of any and all Contracts entered into by the City of Batesville, Mississippi [“City”], and, therefore, is hereby made a part of the Contract between the City and Nexbill Pay [the “Contract”].

Mississippi law provides that parties contracting with Mississippi governmental entities are deemed to have knowledge that they are political subdivisions of the state and to have knowledge of the laws by which they are governed and the limitations of powers and authority of the governmental entity. As a Mississippi governmental entity, the City has only the powers and authority expressly granted to it by the Mississippi Constitution and the Mississippi Statutes together with those powers and authority necessarily implied from such grants of powers and authority. Mississippi law further provides that a city shall not be bound by provisions of a contract which exceed a city’s powers and authority. By way of example, but not by limitation, the City does not have the powers or authority to enter into or perform, and is thus not bound by, provisions providing for the City to: arbitrate, waive right to a jury trial or any other right, hold another harmless, indemnify another, limit the liability of another party, agree to liquidated damages, waive or limit another’s damages, waive or limit the City’s right to damages, pay another’s attorneys fees and expenses, agree to jurisdiction or venue in any other state besides the State of Mississippi. This Contract is a Public Record and is subject to the Mississippi Public Records Act of 1983. In executing the attached Contract, the City does not waive any rights it may have to object to, contest, or refuse to comply with any provision of the Contract that exceeds the powers and authority granted to the City by Mississippi law.

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**IN RE: LETTER OF ENGAGEMENT - JONES & JONES CERTIFIED PUBLIC ACCOUNTANTS**

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, the Mayor and Board of Aldermen acknowledged the Letter of Engagement with Jones & Jones Certified Public Accountants dated May 16, 2022, in connection with the City of Batesville's 2021 audit as well as years ending September 30, 2022, 2023 and 2024 and authorize the Mayor and an alderman to sign same for and on behalf of the City. A copy of said letter is on file in the Office of the City Clerk and a copy follows:

**JONES & JONES**  
 CERTIFIED PUBLIC ACCOUNTANTS  
 OF BOONEVILLE, P.A.

*Kermit V. Jones Jr., C.P.A. Christopher D. Jones, C.P.A. Jeremy D. Jones, C.P.A., David W. Jones C.P.A.*

May 16, 2022

To the Honorable Mayor and  
 Board of Aldermen

City of Batesville, Mississippi  
 106 College St.  
 Batesville, MS 38606

We are pleased to confirm our understanding of the services we are to provide City of Batesville, Mississippi for the years ended September 30, 2021, 2022, 2023 and 2024. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Batesville, Mississippi as of and for the years ended September 30, 2021, 2022, 2023, and 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Batesville, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Batesville, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of City's Proportionate Share of the Net Pension Liability
- 3) Schedule of City's Contributions to Public Employee Retirement.
- 4) Budgetary Comparison Schedule - General Fund.
- 5) Budgetary Comparison Schedule - Major Funds - Tourism Fund.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Batesville, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Nonmajor Governmental Funds Combining Balance Sheet.
- 2) Nonmajor Governmental Funds Combining Statement of Revenues, Expenditures and Changes in Fund Balances.
- 3) Schedule of Surety Bonds for Municipal Officials and Employees.

*Members of American Institute  
 of  
 Certified Public Accountants*

**TELEPHONE (662) 728-6235 FAX (662) 728-3181  
 P.O. BOX 250 ~ 201 WEST MARKET STREET  
 BOONEVILLE, MISSISSIPPI 38829-0250**

*Members of Mississippi Society  
 of  
 Certified Public Accountants*

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**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Batesville, Mississippi and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Batesville, Mississippi's financial statements. Our report will be addressed to the Mayor and Board of Alderpersons of City of Batesville, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Batesville, Mississippi is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Batesville, Mississippi's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Other Services**

We will also assist in preparing the financial statements and related notes of City of Batesville, Mississippi in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also prepare your depreciation schedule for use during the audit. Our preparation of the depreciation schedule will be purely mechanical. You will be required to provide us with estimated lives and salvage values. We will prepare a trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's general ledger. We will convert your cash basis trial balance to the accrual basis, and we may propose standard, adjusting, or correcting entries to your financial statements. From time to time we will provide general information and suggestions to management and are available for questions and training for the betterment of their operations and to address concerns they may have as well as assistance in determining account balances as well as consultation. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting

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principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure

confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Batesville, Mississippi; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jones & Jones Certified Public Accountants of Booneville P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State of Mississippi Audit Department or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jones & Jones Certified Public Accountants of Booneville P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Mississippi Audit Department. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.


We expect to begin our audit on approximately May 16, 2022 and to issue our reports no later than September 30, 2022. David W Jones is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates for the year ended September 30, 2021 is \$175.00. We will inform you if our hourly rates change during the remaining term of our contract. Our invoices for these fees will be presented upon completion of the audit and are payable on presentation. If we elect to terminate our services for any reason, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

JUNE 21, 2022

We appreciate the opportunity to be of service to City of Batesville, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Jones & Jones  
 Certified Public Accountants  
 of Booneville PA

RESPONSE:

This letter correctly sets forth the understanding of City of Batesville, Mississippi.

Management signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**IN RE: SURPLUS PROPERTY**

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that govdeals.com, an online auction, may be used as a means of disposing surplus property and further authorizing advertisement annually in The Panolian referencing said surplus property.

**IN RE: SURPLUS PROPERTY - FIRE DEPARTMENT**

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, the following Resolution was adopted:

**RESOLUTION**

BE IT RESOLVED that the following equipment is obsolete and is not needed for municipal purposes and therefore, the equipment should be and is hereby declared to be surplus property and further ordered that said equipment, shall be disposed through govdeals.com, an online auction, described as follows, to-wit: John Deere F935 Front Deck Mower.





JUNE 21, 2022

**IN RE: APPROVAL OF PAYMENT FOR EMERGENCY REPAIR - WATER WELL**

Upon motion of Alderman Land and second of Alderman Dugger and upon unanimous vote taken, the following Resolution was adopted:

**RESOLUTION APPROVING AND RATIFYING THE EMERGENCY REPAIR OF THE WATER WELL LOCATED ON HIGHWAY 51, FOR PURCHASE OF MATERIALS IN CONNECTION THEREWITH AND FURTHER AUTHORIZING PAYMENT THEREFOR**

WHEREAS, Public Works Director David Karr, of the City of Batesville, Mississippi, has advised to the Mayor and Board of Aldermen of the City of Batesville that under conditions determined to be an emergency, the water well located on Highway 51 was repaired by Lockett Pump & Well for \$15,048.18 and Taylor Power Systems for \$8,080.00 for a total of \$23,128.18 and submitted a Certificate of Emergency Purchase or Repair setting out the facts of the aforesaid matter which is attached hereto and incorporated herein by reference; and

WHEREAS, the Mayor and Board of Aldermen do hereby find and determine that the water well located on Highway 51 was in a state of disrepair and had to be repaired immediately in order to avoid conditions that would be detrimental to the public health, welfare and safety of the citizens of Batesville and that said circumstances constituted an emergency under Sections 31-7-1(i) and -13(k) of the Mississippi Code of 1972, as amended:

NOW, THEREFORE, BE IT RESOLVED the matters set out by the Certificate of Emergency Purchase or Repair are true and correct and that:

1. The Mayor and Board of Aldermen do hereby find and determine that an emergency did in fact exist in regard to the repair of said water well located at Highway 51 so that delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority of the City of Batesville, Mississippi, and to the public health, welfare and safety of the citizens of Batesville, Mississippi, and, accordingly, the provisions for competitive bidding contained in Sections 31-7-1, et seq., Mississippi Code of 1972, and all amendments thereto, did not apply to said purchase.

2. The Mayor and Board of Aldermen do hereby ratify, confirm and approve, the repair of the water well located at Highway 51 by Lockett Pump & Well for \$15,048.18 and Taylor Power Systems for \$8,080.00 for the sum of \$23,128.18.

3. The Mayor and Board of Aldermen of the City of Batesville, Mississippi, do hereby approve and authorize the payment of the \$15,048.18 to Lockett Pump & Well and \$8,080.00 to Taylor Power Systems in connection with the repair of the aforesaid water well at highway 51.

RESOLVED, this the 21<sup>st</sup> day of June, 2022.

JUNE 21, 2022

CERTIFICATION OF EMERGENCY PURCHASE OR REPAIR

This Certification must be completed, signed, and presented to the Mayor and Board of Aldermen at the Board Meeting next following the emergency purchase or repair set out herein.

On or about the 7<sup>th</sup> day of June, 2022, I determined that an emergency existed in regard to the purchase and/or repair set out below so that the delay incident to giving opportunity for competitive bidding would be detrimental to the Mayor and Board of Aldermen of the City of Batesville.

Describe in detail and include all information mentioned:

1. (a) Description of the commodities purchased, (b) seller, (c) when, and (d) the price:

1 - 100 HP Well Motor with Installation - Luckett Pump & Well  
\$ 15,048.18

---

1 - Automatic Transfer Switch - All related components  
- Taylor Power Systems  
- \$ 8,080.00

2. (a) Repairs made, (b) by whom, (c) when, and (d) the price:

Luckett Pump & Well - 6/9/2022 \$ 15,048.18  
Taylor Power Systems - All components ordered on 6/11/22  
\$ 8,080.00

3. I have approved the bill for the commodities and/or repair and a copy of the bill is attached to this Certification.

4. The nature of the emergency was as follows (describe in full and why you believe it was an emergency):

Lightning struck Hwy 51 South Well on June 7<sup>th</sup> 2022  
Resulting in destruction of 100hp Well Motor and  
Automatic Transfer switch for Generator-feed to Well.  
This would constitute an emergency to water system because  
of a reduction of line pressure and reducing the amount  
of water that was available to our potential water supply

Circle the number of the appropriate items in the list below that you believe are most



JUNE 21, 2022

applicable to the situation as you assessed it:

- 1. Any circumstances caused by fire, flood, explosion, storm, earthquake, epidemic, riot, or insurrection.
- 2. Any circumstances caused by an inherent defect due to defective construction.
- 3. The immediate preservation of order and public health was necessary by reason of an unforeseen emergency.
- 4. The immediate restoration of a condition of usefulness of a public building, equipment, a road or a bridge appeared advisable.
- 5. There was a failure of equipment used and useful in the distribution of water or natural gas or in the transportation or treatment of sewage.
- 6. The delay incident to obtaining competitive bids would cause adverse impact upon the Mayor and Board of Aldermen of the City, City employees, or the citizens of the City.

I certify that the above and foregoing is true and correct.

Date: 6/16/2022

  
SIGNATURE

David Kaur  
(PRINT NAME OF THE PERSON SIGNING)

POSITION: Director of Public Works

JUNE 21, 2022

**Lockett Pump & Well Service, Inc**

1420 Emerald Road (Dublin)  
Batesville, MS 38963-5213

<b>Invoice #</b>	1447
<b>Date</b>	6/15/2022

<b>Phone #</b>	662-624-2398	<b>E-mail</b>	lpwpsables@gmail.com	<b>Web Site</b>	www.lockettump.com
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<b>Bill To</b> City of Batesville POB 689 Batesville, MS 38606	<b>Ship To</b> City of Batesville Hwy. 51 Well
---	--

<b>P.O. No.</b>	<b>Terms</b>	<b>Due Date</b>	<b>Ship Date</b>	<b>Rep</b>	<b>S.O. No.</b>
5287	Net due in 30 days	7/15/2022	6/9/2022	BCM	1003

<b>Customer Resale No.</b>	<b>MPC#(if applicable):</b>
----------------------------	-----------------------------

Qty	Item	Description	Rate	Amount
1	nonstock it...	Material and labor to replace lightning damaged equipment at Hwy. 51 Well. Includes one 100HP 404TP frame V.H.S. Aurora motor with 1 1/2" x 43" topshaft assembly (1 3/16" L.H. 12 thread bottom and 1 1/2" R.H. 12 thread top).	15,048.18	15,048.18

**RECEIVED**  
JUN 15 2022  
CITY OF BATESVILLE

<b>Service Charge of 1.5% on all past due balances.</b>	<b>Subtotal</b>	\$15,048.18
	<b>Sales Tax ...</b>	\$0.00
	<b>Total</b>	<b>\$15,048.18</b>

We appreciate you and your business!  
"Solutions One Customer at a Time"

JUNE 21, 2022



Taylor Sudden Service  
461 Hwy 49 South  
Richland, Ms. 39218  
(601) 922-4444



Taylor Power Systems  
947 Industrial Park Drive  
Clinton, MS 39056  
(601) 922-4444

June 15, 2022

City of Batesville

**RE: New ATS Component Swap; Replace all internal components from new Eaton ATS to existing enclosure.**

The estimate to perform an enclosure swap from new ATS to existing ATS enclosure is

\$8,080.00. This includes all internal components, Labor and Mileage.

**Payment Terms:**

You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.

**Please do not send payment; you will be invoiced.**

**Activation of Quote:**

Your Signature activates this service and must be received by the Quote Expiration. Pricing is good for 60 days. No service will be scheduled until a signed agreement is received. You may mail to 461 Hwy 49 South, Richland, Ms. 39218, fax to 601-922-8503 or email to pshaw@taylorbigred.com.

We appreciate the opportunity to estimate on this service. Please contact me with any questions.

Sincerely,

TAYLOR SUDDEN SERVICE

*Pat Shaw**601-238-4089*

Outside Service Sales

Taking Care of **Our Customers** is **PRIORITY ONE!**

JUNE 21, 2022

**IN RE: EXTENSION OF CITY UTILITIES OUTSIDE THE CITY LIMITS - ROBERT BARNETT - 22506 HIGHWAY 35 NORTH**

There came on for discussion the matter of a request for water service for Robert Barnett, located at 22506 Highway 35 North, outside the city limits of Batesville.

Upon recommendation of Public Works Director David Karr and upon motion of Alderman Walton and second of Alderman Harrison and upon unanimous vote taken, it was ordered that city water service be provided to Robert Barnett's property located at 22506 Highway 35 North, contingent upon and subject to him paying \$1,832.00 for said service in advance of such extension. A copy of the total amount owed by Robert Barnett, is as follows:

Quoted To:  
 Water Department - City of Batesville  
 103 College St.  
 Batesville, MS 39606

Phone:  
 Cust PO:  
 Reference: Robert Barnett

Terms:  
 Ship Via:

Salesperson: MARK  
 Valid Through: 8/24/2022

Stock Code	Description	Taxable	Quantity	Price	Extended
BACKHOE#4	Equipment on Job	N	2.00	44.00	88.00
BOREING MACHINE	BORE MACHINE FOR ROAD BORES	N	1.00	600.00	600.00
TOTAL LABOR	Total Labor on Job	N	1.00	156.00	156.00
TOTAL OF MISC. MATE	1" Meter hook up	N	1.00	850.00	850.00
TOTAL OF MISC. MATE	Deposit	N	1.00	100.00	100.00
TRUCK#11	Equipment on Job	N	2.00	19.00	38.00

6/10/2022  
 1 Inch Meter Quote for Robert Barnett


*22506 Hwy 35  
 Batesville*

SubTotal:	1,832.00
Tax:	0.00
Shipping:	0.00
Total:	1,832.00

JUNE 21, 2022

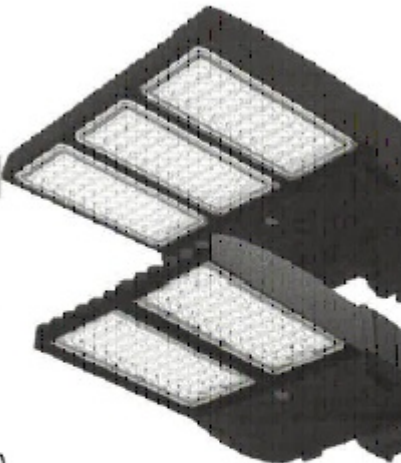
**IN RE: APPROVAL TO OBTAIN QUOTES - PATTON LANE PARK**

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that the following specifications for light replacement and repair for the basketball courts located at Patton Lane Park, be and they are hereby approved and further ordered that Public Works Director David Karr be and he is hereby authorized to obtain quotes for said light replacement and repair:



**TRULY GREEN SOLUTIONS**





SKU#: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_



**ALP™ G2** Area and Site Light


**DESCRIPTION**  
 Delivering upto 85,000 lumens, ALP™ G2 can replace 100W to 1500W metal halide, making it one of the most versatile fixtures currently available. Standard features include a pressure release valve, 10KV surge protection, and tool-less entry for easy maintenance. Multiple distribution patterns are available, which deliver light at a maximum efficiency of 160 LpW. An extensive selection of accessories, including photocell receptacles, motion sensor, shields, finish colors, mounts, and backlight control louvers make ALP G2™ the ideal choice for superior illumination of outdoor areas.

**APPLICATIONS**  
 Commercial Parking Lots, Pedestrian Pathways, Street Lighting, Site and Recreational Sports







**FEATURES**


<p><b>Construction</b> Rugged die-cast aluminum housing. Modular lighting engine. IP67 Rating</p> <p><b>Finish</b> Dark Bronze (Standard), White, Grey, Black</p> <p><b>EPA Rating/Enclosure Rating</b> EPA: See Page 4. Enclosure: IP66 Rating</p> <p><b>Operating Temperature</b> -40°F~113°F</p>	<p><b>Electrical</b> Input Voltage: 120-277V or 277-480V (Optional) Projected L70&gt; 140,000 hrs Surge Protection: - 10KV Standard - 20KV Optional</p> <p><b>Power Factor</b> &gt;0.9</p> <p><b>Controls</b> 1-10V Dimming standard. Bi-level Occupancy/Daylight Harvesting Sensor available. Photocell options available. Dimulator Dimming Photocell control available. Radiant Wireless Control System available.</p>	<p><b>Optical System</b> Available in distribution: Type II, Type III, Type IV, and Type V</p> <p><b>CCT</b> 3000K, 4000K, 5000K, 5700K</p> <p><b>CRI</b> &gt;70</p> <p><b>Installation/Mounting</b> See Page 3.</p> <p><b>Warranty</b> 5 Year Warranty. See warranty documentation for more information.</p>
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IP66 Fixture



Dark Sky Fixture (Zero Uplight/3000K)



Photocell Option



Bi-level Occupancy/Daylight Harvesting Sensor Option

**Ordering Information**

**EXAMPLE: ALP2-200-50-3-U-SLA-D-D0**

Series	Wattage	CCT	Distribution	Input Voltage	Mount	Finish	Control
ALP2	80 - 80W						D0 (Without Control Sensors) D1 (Radiant Wireless Control System) D1-SSC (5 Pin Receptacle W/Shortcap) D1-5PC (5 Pin Receptacle W/O/Off Photocell) D1-7SC (7 Pin Receptacle W/Shortcap) D1-7PC (7 Pin Receptacle W/On/Off Photocell) D4 (Bi-level Occupancy/Daylight Harvesting Sensor) DIN4-U - Dimulator 120-277 VAC with 7 pin DIN4-H - Dimulator 480VAC with 7 pin
	100 - 100W						
	120 - 120W	30 - 3000K	2 - Type II		SLA (For 2.34" Round Tenon)	D - Dark Bronze	
	150 - 150W	40 - 4000K	3 - Type III	U - 120-277VAC	SLB (For 1.57" Round Tenon)	*G - Grey	
	200 - 200W	50 - 5000K	4 - Type IV	H - 277-480VAC	SLE (For Square Pole)	*B - Black	
	240 - 240W	57 - 5700K	5 - Type V			*W - White	
	320 - 320W						
	400 - 400W						
	500 - 500W						
	600 - 600W						

ALP2-TTU (Tunition)  
 ALP2-TBN (Wall Mount Tenon)  
 ALP2-FS (Field Adjustable Lumen Switch)  
 SP-U-20KV (20kV/10kA Surge Protection [120-277V])  
 SP-H-20KV (20kV/10kA Surge Protection [277-480V])

ALP2-S-BLS (Back Light Shield [80W-200W])  
 ALP2-M-BLS (Back Light Shield [240W-600W])  
 ALP2-S-FLS (Full Light Spill Shield [80W-200W])  
 ALP2-M-FLS (Full Light Spill Shield [240W-600W])  
 QALP2-S-BLC (Back Light Control [80W-320W])  
 QALP2-M-BLC (Back Light Control [400W-600W])

\*Note: Back Light Control sold as individual units  
 -ALP2-S-BLC (2 units per fixture [100W-200W])  
 -ALP2-S-BLC (3 units per fixture [240W-320W])  
 -ALP2-M-BLC (3 units per fixture [400W-600W])

FDP-301-L1-G (Network Motion Sensor)  
 FDP-301-L2-W (Network Motion Sensor)  
 FDP-301-L3-G (Network Motion Sensor)  
 FDP-301-L4-W (Network Motion Sensor)

Specifications and Dimensions subject to change without notice.  
 \*MOQ and longer lead times may apply, please contact customer service for more information.  
 1 12062021 9671 Vadel Ave | Chatsworth, CA 91311 | Pk: (818) 206-4404 | trulygreensolutions.com © 2021 Truly Green Solutions. All rights reserved. Optional accessories sold separately.







JUNE 21, 2022

**ALP™ G2** Area and Site Light

**Features**

**Finish**

- Corrosion Resistant Polyester
- Standard Finish: Dark Bronze
- Available Finish:

			
Dark Bronze Pantone: Black 7 U	Gray Pantone: Cool Gray 3 U	Black Pantone: Black 3 C	White Pantone: 663 M

**LED Module**

- IP67 LED Module
- Type II, III, IV, V Distribution

**Constructions**

- IP66 Die-cast Aluminum Housing
- Modular Design For Easy Installation, Replacement, & Maintenance
- Sleek Low Profile Design: Low EPA Rating

**Mounting**

- Standard Mounting Diameter: 2 3/4" (60mm)
- 6 Mounting Options
- Adjustable Mounting

**Pressure Release Valve**

- Release Pressure To Prevent Moisture Buildup

**Accessories**

- Multiple Light Spill Shield Available

**Electrical/Control**

- 120-277VAC & 277-480VAC Available
- Dimulator Dimming Photocontrol, Photocell, or BI-level Occupancy/Daylight Harvesting Sensor Available
- Surge Protection:
  - 10kV Standard
  - 20kV Optional
- Radiant Wireless Control System

**Tool-less Driver Compartment**

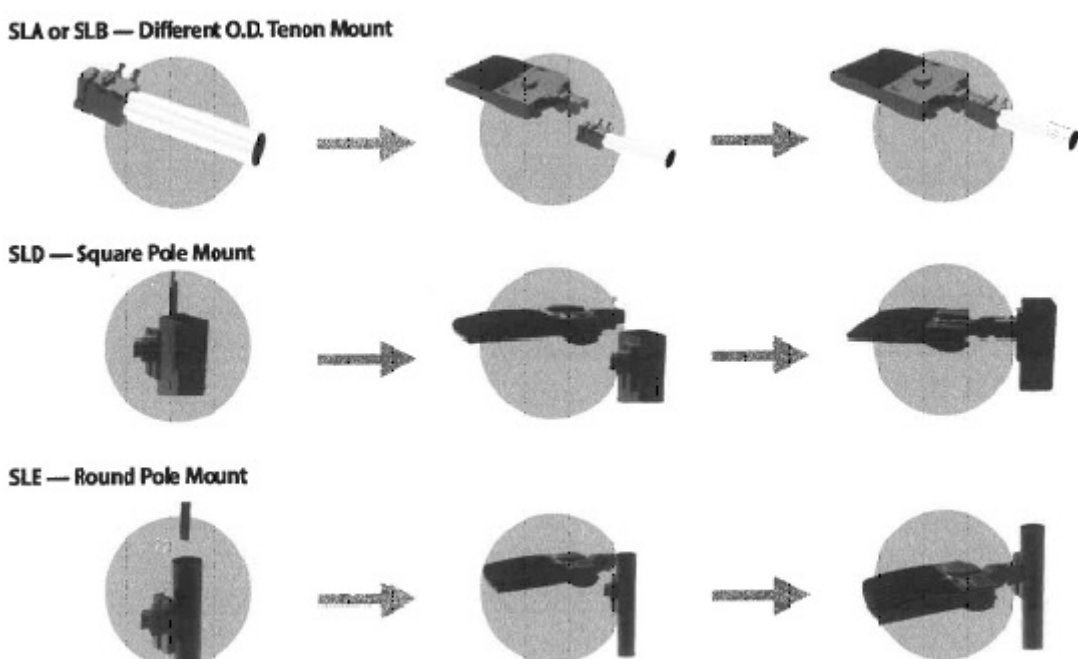
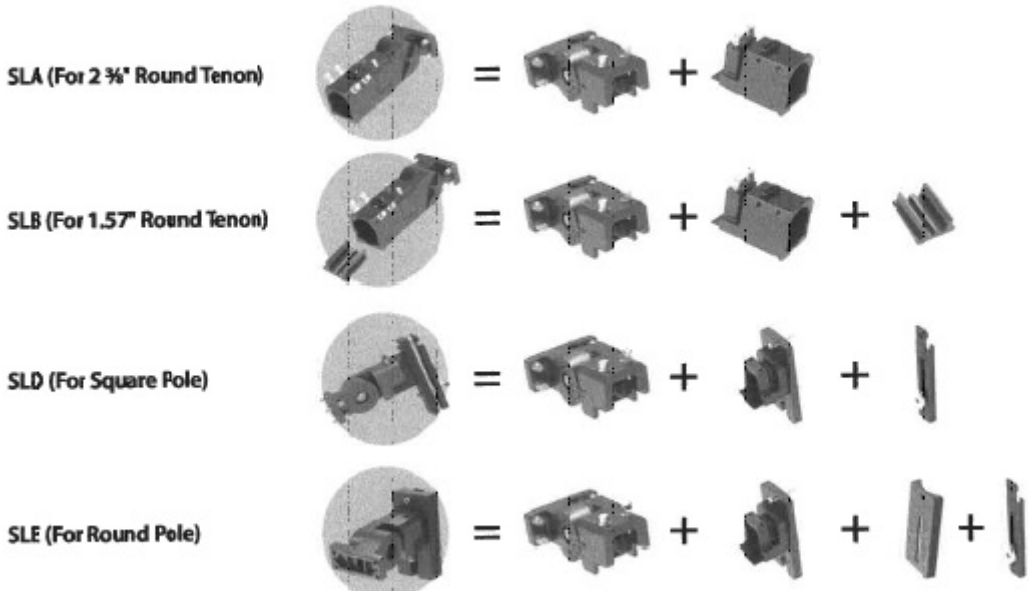
- Convenient Tool-less Driver Compartment Release For Quick Wiring & Service

**±90°**

JUNE 21, 2022

**ALP™ G2** Area and Site Light

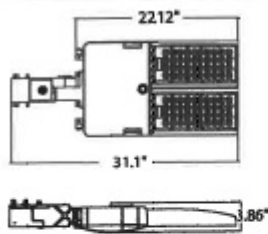
**Bracket Installation**



JUNE 21, 2022

**ALP™ G2** Area and Site Light

**Technical Detail**



**EPA: 0.5ft<sup>2</sup>**

Net weight: 21.3 lbs.

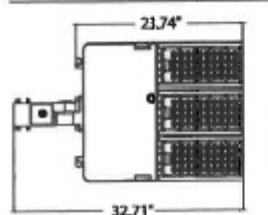
Gross weight: 24.0 lbs.

Product Dimension: 31.1"x12.44"x3.86"



Wattage	*System Efficacy	
	3000K	4000K/5000K/5700K
80W	150lm/W	160lm/W
100W	150lm/W	160lm/W
120W	140lm/W	155lm/W
150W	140lm/W	155lm/W
200W	140lm/W	150lm/W

Configuration	1	2@180°	2@90°	3@90°	3@120°	4@90°
EPA (ft <sup>2</sup> )	0.50	1.00	0.77	1.27	0.93	1.27
Weight (lbs.)	21.3	42.6	42.6	63.9	63.9	85.2



**EPA: 0.53ft<sup>2</sup>**

Net weight: 26.9 lbs.

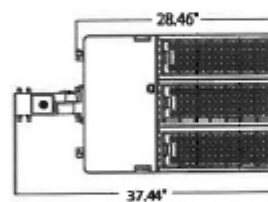
Gross weight: 30.4 lbs.

Product Dimension: 32.7"x18.66"x3.94"



Wattage	*System Efficacy	
	3000K	4000K/5000K/5700K
240W	145lm/W	160lm/W
320W	135lm/W	150lm/W

Configuration	1	2@180°	2@90°	3@90°	3@120°	4@90°
EPA (ft <sup>2</sup> )	0.53	1.06	0.96	1.49	0.99	1.49
Weight (lbs.)	26.9	53.8	53.8	80.7	80.7	107.6

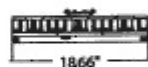


**EPA: 0.6ft<sup>2</sup>**

Net weight: 33.0 lbs.

Gross weight: 37.0 lbs.

Product Dimension: 37.44"x18.66"x3.94"



Wattage	*System Efficacy	
	3000K	4000K/5000K/5700K
400W	140lm/W	150lm/W
500W	130lm/W	135lm/W
600W	130lm/W	135lm/W

Configuration	1	2@180°	2@90°	3@90°	3@120°	4@90°
EPA (ft <sup>2</sup> )	0.60	1.20	1.03	1.63	1.12	1.63
Weight (lbs.)	33.0	66.0	66.0	99.0	99.0	132.0

JUNE 21, 2022

**ALP™ G2** **Area and Site Light**

**Performance Table**

**Lumen Output**

Lumen value are from photometric test performed in accordance with IESNA LM-70-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts Contact factory for performance data on any configurations not shown here.

System Watts	Dist Type	3000K				4000K				5000K			
		Lumens	B	U	G	Lumens	B	U	G	Lumens	B	U	G
80W	2					13390	3	0	2				
	3					13203	2	0	2				
	4					13127	2	0	3				
	5					12766	3	0	2				
100W	2					16332	3	0	2				
	3					16274	2	0	2				
	4					15961	3	0	2				
	5					15860	3	0	3				
120W	2	17205	3	0	3	17511	3	0	2	17983	3	0	2
	3	17324	2	0	2	17853	3	0	2	18396	2	0	2
	4	17514	3	0	2	17604	3	0	2	17974	3	0	2
	5	17893	4	0	2	18369	4	0	2	18601	4	0	2
150W	2	21297	3	0	3	21813	3	0	3	22381	3	0	3
	3	21448	3	0	3	22345	3	0	3	22907	3	0	3
	4	21058	3	0	3	22225	3	0	3	22401	3	0	3
	5	21603	4	0	2	22729	4	0	2	23289	4	0	2
200W	2	27891	3	0	3	28524	3	0	3	29358	3	0	3
	3	27944	3	0	3	28954	3	0	3	29612	3	0	3
	4	27083	3	0	3	28564	3	0	3	29221	3	0	3
	5	27561	5	0	3	29729	5	0	3	30264	5	0	3
240W	2	34805	4	0	3	36651	4	0	3	37339	4	0	3
	3	35476	3	0	4	36527	4	0	4	37955	4	0	4
	4	34854	4	0	4	37052	4	0	4	37685	4	0	4
	5	35529	5	0	5	37720	5	0	4	38930	5	0	3
320W	2	44481	4	0	3	45022	4	0	4	48034	4	0	3
	3	42375	4	0	4	44784	4	0	4	46333	4	0	4
	4	42401	4	0	4	45096	4	0	4	46150	4	0	4
	5	42859	5	0	3	46772	5	0	4	48317	5	0	4
400W	2	55736	5	0	5	58008	5	0	4	59172	5	0	4
	3	55611	5	0	5	57664	5	0	5	59443	5	0	5
	4	56058	5	0	4	57883	5	0	5	59168	5	0	4
	5	57085	5	0	4	59260	5	0	4	61459	5	0	4
500W	2	65018	5	0	4	67761	5	0	4	69196	5	0	4
	3	63624	5	0	5	66690	5	0	5	67478	5	0	5
	4	63963	5	0	5	65758	5	0	5	67807	5	0	5
	5	65463	5	0	4	67945	5	0	5	69639	5	0	4
600W	2	84855	5	0	5	84805	5	0	5	84803	5	0	5
	3	79985	5	0	5	84545	5	0	5	84545	5	0	5
	4	80652	5	0	5	84802	5	0	5	84803	5	0	5
	5	81095	5	0	4	85252	5	0	4	85257	5	0	4

**Photometric Data**

Multiplier	Mounting Height
2.8	15'
1.6	20'
1.0	25'
0.7	30'
0.5	35'



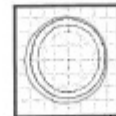
Type II



Type III



Type IV



Type V

\* IESNA LM-63 IES Available

JUNE 21, 2022










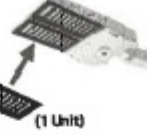


**ALP™ G2**

**Area and Site Light**

**Electrical Load**

System Wattage (W)	Current (A)					
	120V	208V	240V	177V	347V	480V
80	0.67	0.38	0.33	1.29	0.13	0.17
100	0.83	0.48	0.42	1.36	0.19	0.20
120	1.00	0.58	0.50	1.43	0.24	0.25
150	1.25	0.72	0.63	1.54	0.30	0.31
200	1.68	0.96	0.83	1.72	0.37	0.42
240	2.00	1.15	1.00	1.87	0.46	0.50
320	2.67	1.54	1.33	1.16	0.92	0.67
400	3.33	1.92	1.67	1.44	1.15	0.83
500	4.17	2.40	2.08	1.81	1.44	1.04
600	5.00	2.88	2.50	2.16	1.72	1.25

**Accessories**

	<b>Trunion</b>		<b>ALP2-TRU</b>		<b>BackLight Shield</b>	ALP2-S-BLS (80W-200W) ALP2-M-BLS (240W-600W)
	<b>Photocell or Dimulator Dimming Photocontrol</b>		<b>D1</b>		<b>DIM4-X</b>	
	<b>Bi-level Occupancy/Daylight Harvesting Sensor</b>		<b>D4</b>		<b>FDP-301</b>	
					<b>BackLight Control</b>	ALP2-S-BLC (80W-320W) ALP2-M-BLC (400W-600W)
					<b>Full Spill Light Shield</b>	ALP2-S-FLS (80W-200W) ALP2-M-FLS (240W-600W)
					<b>(1 Unit)</b>	[80W-200W (2 UNITS)] [240W-320W (3 UNITS)] [400W-600W (3 UNITS)] (Sold as Individual Units)

**Control Pre-Commissioning**

Default settings are indicated by \*

Sensitivity Range	Time Delay	Daylight Harvesting	Stand-by Light Level Setting	Stand-by Time Setting
20%	10s	*Light sensor disabled	0%	∞
50%	1min	1 FC (10lux)	*10%	1min
75%	*5min	3 FC (30lux)	30%	30min
*100%	15min	5 FC (50lux)	50%	*60min

**Sensitivity Range:**  
Setting that determines the range of the motion sensor when the daylight sensor is disabled.

**Time Delay:**  
The light can be set to stay ON for any period of time between approx. 10sec and the maximum of 60 min. Any movement detected before this time elapses will re-start the timer.

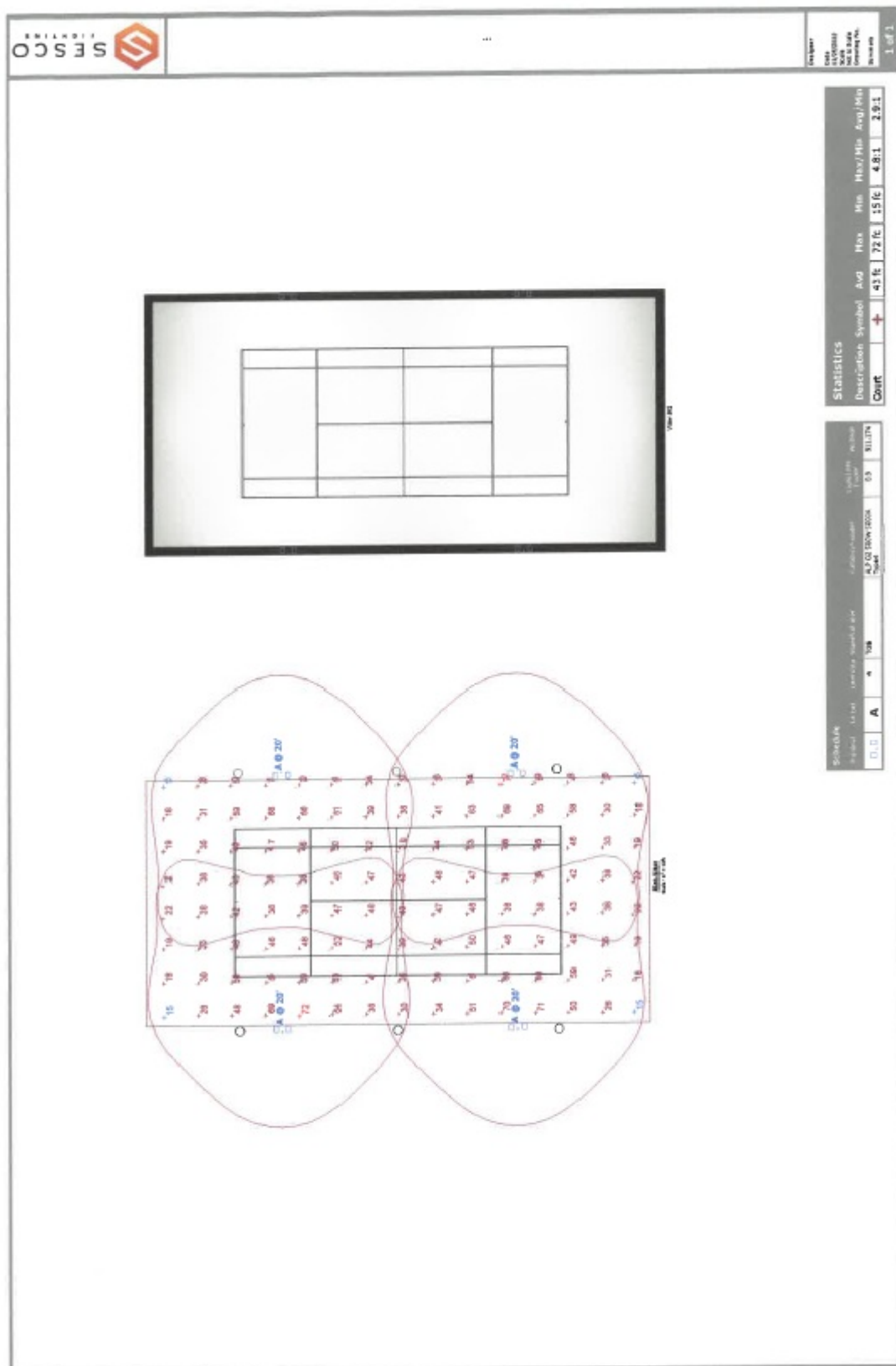
**Daylight Harvesting:**  
The chosen light response threshold can be infinitely from approx. 1-5 FC.

**Stand-by Light Level:**  
Setting determines how much lumen output is dimmed down to when no motion is detected.

**Stand-by Time:**  
Setting determines how long after stand-by light level occurs the light will shut off. Up to 60 minutes.



JUNE 21, 2022




JUNE 21, 2022

**IN RE: APPROVAL FOR CHANGE ORDER - GAS LINE EXTENSION**

There came on for discussion the approval of the Change Order Number 1, the letter from Greg Smith of Mendrop Engineering Resources and the letter from Paul Hays of Tri-State Meter and Regulator all of which are set out below, in connection with the gas main extension to Lehman Roberts.

Upon motion of Alderman Harrison and second of Alderman Walton and unanimously carried upon the affirmative vote of all board members present, the Mayor and Board of Aldermen of the City found and determined that the changes or modifications to the original contract as shown in the Change Order are necessary or would better serve the purpose of the City, are necessary or incidental to the completion and scope of the work as originally bid, are not outside the scope of the original contact, are commercially reasonable, are not made to circumvent the public purchasing statutes and the increased contract amount is reasonable and ordered that said Change Order No. 1, in the amount of \$104,006.75 shown below, be and the same is hereby approved resulting in a revised contract price of \$322,715.75.

CONTRACT CHANGE ORDER				
OWNER: <u>City of Batesville</u>				
CONTRACTOR: <u>Brcato Construction</u>				
DATE: <u>6-15-22</u>		PROJECT NO: <u>C-300-134-21</u>		
CHANGE ORDER NUMBER: <u>1</u>		CONTRACT NUMBER: _____		
PROJECT NAME: <u>Farrish Gravel Road Gas line extension</u>				
REASON FOR CHANGE: <u>Upsizing of Pipe</u>				
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS. (USE ADDITIONAL SHEETS IF REQUIRED)				
ITEM NO	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
	4" gas main and accessories changed to 6"			
ORIGINAL CONTRACT AMOUNT:			<b>TOTAL</b>	<b>TOTAL ELIGIBLE</b>
CURRENT CONTRACT AMOUNT:			\$ 3218,799.00	\$
THIS CONTRACT CHANGE:			\$ 104,006.75	\$
REVISED CONTRACT AMOUNT:			\$ 322,715.75	(15)
CURRENT CONTRACT COMPLETION DATE: _____				
TIME EXTENSION REQUIRED BY CHANGE: _____				
REVISED CONTRACT COMPLETION DATE: _____				
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.				
RECOMMENDED BY: <u></u>		DATE: <u>6-15-22</u>		
ACCEPTED BY: _____		DATE: _____		
APPROVED BY: _____		DATE: _____		

JUNE 21, 2022



David Karr

City of Batesville

New Natural Gas feed to Lehman Roberts.

David, I was looking at the station requirements for the new natural gas feed to Lehman Robert.

While running the numbers, on the pressure drop for the new 4" line to make sure the regulators and meters could handle the required load. What I discovered was that with the pressure limitations of the pipe plus the distance to get to the plant, that the 4" pipe would not be able to feed this plant the 138 MCF/Hr they are asking for.

There are several sizing formulas used to size flow through a pipe. What is commonly used on new construction is the Spitzglass- Hp formula. It has a good margin of safety. Another formula that is often used is the Panhandle A or B. These are typically used to determine what capacity a line might have in order to add additional load to an existing line.

The gas pressure on your main line running down Hwy 6 is 260 PSI It can drop under heavy load. I am going to use 250 as an inlet pressure where the new station will tie on.

The plant is asking for 138MCF/HR for their main burner and 2500 for their pilot and hot oil burner.

They need 5-12 PSI at plant to operate their equipment.

Running 4" PE has a design pressure limit of 90 PSI. You will need a regulator station off the main 250 PSI line to cut the pressure to an acceptable limit for the PE Pipe.

Gas Flow		Outlet	
Gas pressure available at end of 200' running at Plant total	Inlet	Spitzglass HP	Panhandle
200' of 2" to inlet of station	250	202.96	236.13
200' of 4" to inlet of station	250	248.9	249.47
<b>Reg station will pass 202000 SCF/Hr.</b>			
<b>Gas Pressure at end of 9100' with 90 PSI on pipe</b>			
4" Will not work	90	-14.56	-14.56
6" SDR-11 will work but would require additional regulation.	90	56.98	77.73
8" Recommend	90	82.75	86.83

Looking at the chart you could run 2" or 4" pipe over to the first cut regulator station and supply the requested load.

After that is where you run into trouble. The outlet pressure at the end of the 4" PE Line operating at it's max pressure limit of 90 PSI will not supply enough gas using either formula to calculate Flow. The pressure drop caused by internal pipe friction is just too great.

A 6" PE line will be able to handle the load with 90 PSI inlet running 9100 feet. You will need to install an additional regulator at the plant end to stabilize the pressure swings. This will help you with your measurement as well.

Please let me know what you decide to do.

If you need more information let me know.

Paul Hayes

JUNE 21, 2022



June 20, 2022

TO:  
David Karr, Public Works Director  
The City of Batesville

Regarding: Farrish Gravel Road Gas Line.

Dear Mr. Karr,

The intent of this project is to serve Lehman Roberts with gas coming off Highway 6, down Farrish Gravel Road up to the entrance to the plant. Since the original bid opening, more information from Lehman Roberts has come to light concerning pressure and flow requirements they need. For this reason, the original 4" gas main was required to be upsized to 8" along with all accessories to accommodate their needs. Therefore, Change Order Number 1 is submitted for your consideration. The intent of the contract remains the same. Please let me know if you have questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Smith'.

Greg Smith, PE PLS  
Project Engineer, Mendrop Engineering Resources, LLC

JUNE 21, 2022

**IN RE: RELOCATION OF GAS LINE - COVES SUBDIVISION**

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, the Mayor and Board of Aldermen authorized Public Works Director David Karr to relocate the gas line, at the City's expense, located in the Coves Subdivision for an amount not to exceed \$2,231.00.

**IN RE: CAR SALES AT CIVIC CENTER**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the moratorium adopted May 17, 2022, be and it is hereby lifted and further ordered that no car sales be allowed on Civic Center property.

**IN RE: DANIEL COLE - PANOLA COUNTY EMERGENCY OPERATIONS**

The Mayor recognized Daniel Cole, Panola County Emergency Operation, who appeared before the Mayor and Board of Aldermen to discuss various ways the City could assist with safety for future events on the Downtown Square and within the City of Batesville.



JUNE 21, 2022

**IN OPEN SESSION**

Alderman Harrison moved that the meeting be closed to determine whether or not the Mayor and Board of Aldermen should declare an executive session. Thereafter, upon the affirmative votes of Aldermen Walton, Land, Dugger, Morrow and Harrison it was ordered that the meeting be closed in order to determine whether or not the Board should declare an executive session.

**IN THE CLOSED MEETING**

Mayor Ferrell announced that the meeting is closed to determine whether or not the Mayor and Board of Aldermen should declare an executive session. Present in the closed meeting were: Mayor Hal Ferrell; Aldermen Land, Harrison, Dugger, Morrow and Walton; City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford and Assistant City Clerk Shonnah Weaver.

On motion made by Alderman Harrison, seconded by Alderman Dugger, and unanimously carried upon the affirmative votes of Aldermen Land, Walton, Dugger, Morrow and Harrison it was ordered that the Mayor and Board of Aldermen go into executive session in order to discuss personnel matters in the Police Department, Court, Civic Center and Parks and Recreation and potential property acquisition.

JUNE 21, 2022

### **IN OPEN MEETING**

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for the purpose of discussing personnel matters in the Police Department, Court, Civic Center and Parks and Recreation and potential property acquisition and that the total vote on the motion to go into executive session was five (5) aldermen in favor and no aldermen opposed. Those present in the open meeting were Mayor Ferrell; Aldermen Harrison, Land, Dugger, Morrow and Walton; City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford and Assistant City Clerk Shonnah Weaver.

### **IN EXECUTIVE SESSION**

Mayor Ferrell announced that the Mayor and Board are in executive session. Those present in executive session were Mayor Ferrell; Aldermen Harrison, Walton, Dugger, Morrow and Land; City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford and Assistant City Clerk Shonnah Weaver.

There came on for discussion the personnel matter in the Police Department.

There next came on for discussion the personnel matter in Court.

There next came on for discussion the personnel matter in the Civic Center. (Public Works Director David Karr and Assistant Public Works Director Newt Benson were also present for this discussion.)

There next came on for discussion the potential property acquisition. (Public Works Director David Karr and Assistant Public Works Director Newt Benson were also present for this discussion.)

There next came on for discussion the personnel matter in Parks and Recreation. (Public Works Director David Karr and Auditor David Jones were also present for this discussion. Chief of Police Kerry Pittman, Assistant Chief of Police George Williford, Assistant Public Works Director Newt Benson and Assistant City Clerk Shonnah Weaver left the meeting and were not present for this discussion.)

The executive session was concluded and the Mayor and Board went into open meeting.

JUNE 21, 2022

**IN OPEN MEETING**

The Mayor announced that the Mayor and Board are now in open meeting. Those present were Mayor Ferrell; Aldermen Land, Harrison, Dugger, Morrow and Walton; City Attorney Colmon Mitchell and City Clerk Susan Berryhill.

**IN RE: APPROVAL TO OFFER EMPLOYMENT - POLICE DEPARTMENT**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that Dawn Mitchell be and she is hereby offered full-time employment in the Police Department as a Dispatcher at a rate of \$15.30 per hour, contingent upon her accepting the offer and undergoing a medical exam, psychological evaluation and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on July 4, 2022, at midnight if not accepted.

**IN RE: CITY PUBLIC DEFENDER**

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that City Public Defender Jeff Padgett be paid a monthly fee of \$800.00 and that he will no longer be paid based on the number of cases he handles.

JUNE 21, 2022

**IN RE: APPROVAL TO OFFER EMPLOYMENT - CIVIC CENTER**

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that Demetric Sykes be and he is hereby offered full-time employment at the Civic Center at a rate of \$14.00 per hour, contingent upon him accepting the offer and undergoing a medical exam and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on July 4, 2022, at midnight if not accepted.

**IN RE: PROPERTY ACQUIREMENT - PINE LODGE ROAD**

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that Public Works Director David Karr take the steps necessary to acquire our easement from Richard T. Phillips, including getting a survey and description and obtaining the easement and other necessary or incidental steps.

\*City Attorney Colmon Mitchell reported to the Mayor and Board of Alderman on a potential real property acquisition, the Williams litigation and the Covenant Logistics appeal.

NOTE: No action was taken on the personnel matter discussed in Parks and Recreation.

JUNE 21, 2022

**OTHER MATTERS COMING BEFORE THE MAYOR AND BOARD FOR DISCUSSION**

1. Chief of Police Kerry Pittman provided a copy of the monthly police report for May 2022 to the Mayor and Board of Aldermen.
2. Fire Chief Tim Taylor discussed damaged personal property at 207 Moore Drive caused by a fire truck.



JUNE 21, 2022

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 2:00 o'clock p.m., Tuesday, July 5<sup>th</sup>, 2022, at the City Hall at 103 College Street, Batesville, Mississippi.

In accordance with Section 25-41-7, Mississippi Code of 1972, as amended, a notice of said regular meeting has been posted in the City Hall and a copy of said notice follows these minutes.

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Mayor

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Clerk of the Mayor and Board of Aldermen  
of the City of Batesville, Mississippi

JUNE 21, 2022

**NOTICE OF PLACE, DATE, HOUR AND SUBJECT MATTER  
OF A REGULAR MEETING OF THE MAYOR AND  
BOARD OF ALDERMEN OF THE CITY OF BATESVILLE, MISSISSIPPI**

The regular meeting of the Mayor and Board of Aldermen of the City of Batesville, Mississippi, shall be held on the following subject matter at the following place, date, and hour, to-wit:

Place: City Hall, 103 College Street, Batesville, MS 38606

Date: On the 5<sup>th</sup> day of July, 2022

Hour: 2:00 p.m.

Subject Matter: To transact any and all business that may be transacted at the regular meeting of the Mayor and Board of Aldermen on the first and third Tuesdays of each month.

The meeting may be conducted through teleconference or video means. Participation is available to the general public at said location.