

JULY 5, 2022

**REGULAR MEETING**

**JULY 5, 2022**

Be It Remembered that a Regular Meeting of the Mayor and Board of Aldermen of the City of Batesville was held on the first Tuesday afternoon of June, being the 5<sup>th</sup> day of July, 2022, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Dennis Land, Bill Dugger, Stan Harrison, Teddy Morrow and Bobby Walton and City Clerk Susan Berryhill. Also present were: City Attorney Colmon Mitchell; Chief of Police Kerry Pittman; 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; 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 Kerry Powell, the following business was taken up.

**IN RE:        APPROVAL OF AGENDA**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, the agenda of July 5, 2022, was approved.

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**CITY OF BATESVILLE BOARD MEETING**  
JULY 5, 2022  
2:00 P.M. | CITY HALL  
**AGENDA**

**CALL TO ORDER:** Mayor Hal Ferrell

**INVOCATION:** Kerry Powell

**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**

**MINUTES OF PRIOR MEETINGS**

1. Regular Meeting – June 21, 2022

**CONSENT AGENDA**

1. Approval for **Officer Nathan Hollings** to attend Interdiction Mastermind Training August 1, 2022, in Hernando, MS. Registration: \$249.00 plus mileage for personal vehicle use. Lunch expense will be reimbursed from the BPD petty cash fund not to exceed \$15.00 with proper receipt. Reimburse travel expenses if necessary.
2. Approval for **Deputy Chief George Williford** and **Captain Wesley Hawkins** to attend the FBI National Academy Associates Mississippi Chapter Summer Training Conference August 7-10, 2022, in Gulfport, MS. Registration: \$350.00 each plus lodging and per diem for meals. They will travel in a city vehicle. Reimburse travel expenses if necessary.
3. Approval for **Detective Sergeant Adam Smithey** to attend the Regional Organized Crime Information Center (ROCIC) Conference September 24-29, 2022, in Mobile, Alabama. Registration: \$150.00 plus lodging and per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.
4. Approval for **Detective Sergeant Adam Smithey** and **Detective Kevin West** to attend the Homicide Investigation and Crime Scene Management Training Program October 11-13, 2022, in Batesville, MS. Registration: \$395.00 each. Reimburse travel expenses if necessary.
5. Approval for **Special Operation Sergeant J.P. Wallace** to attend Police Response to Active Shooter Instructor Certification October 31-November 5, 2022, in Toccoa, Georgia. Registration: \$699.00 plus lodging and per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.

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6. Approval for **Ashton Berryhill** to attend the Fire Apparatus Driver/Operator course at the MS Fire Academy August 15-25, 2022, and to allow for an alternate. Course fee: \$675.00 (includes dorm fee) plus per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.
7. Approval for **Garrett Radicioni** to attend Rope I (Awareness and Operations) at the MS Fire Academy August 8-11, 2022, and to allow for an alternate. Course fee: \$365.00 (includes dorm fee) plus per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.
8. Approval for **Austin Beavers** and **William Thompson** to attend Rope I (Awareness and Operations) at the MS Fire Academy August 8-11, 2022, and to allow for an alternate. Course fee: \$365.00 (paid by MS Task Force which includes dorm fee) plus per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.
9. Approval for **Justin Parker**, **Justin Sanders** and **Desmond Sibert** to attend the three week Haz Mat A/O course August 8-30, 2022. They will only travel to MS Fire Academy on August 30 for testing. They will travel in a city vehicle. Reimburse travel expenses if necessary.

#### PAY REQUEST AGENDA

1. Approval for payment in the amount of \$7,500.00 to be made to Integrated Right of Way, LLC (iRow) in connection with the gas line extension easement acquisition.
2. Approval for payment in the amount of \$8,172.67 to be made to Emergency Equipment Professionals (EEP) for fire truck repairs.

#### HUMAN RESOURCES

1. Resignation – **Rodney Johnson**, Street Department, effective June 20, 2022.
2. Resignation – **Hunter Potts**, Police Department, effective July 5, 2022.
3. Resignation – **Donnell Chapman**, Police Department, effective July 22, 2022
4. Retirement – **Rip Copeland**, Fire Code Inspector, effective August 31, 2022 (25 years)
5. Approval of outside employment for Communications Officer **Ebony Galtmore** – Family Dollar/Dollar Tree in Sardis, MS. No use of city equipment and will not interfere with her duties as a dispatcher.

#### VISITORS

1. First Baptist Church – **David Karr**
2. Rev. **Sammie Parker**

#### 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. Monthly inspection list
2. Monthly complaint list
3. Planning Commission meeting minutes – June 20, 2022 & June 27, 2022
4. Discuss recommendation from Planning Commission for proposed zoning table
5. Set Public Hearings
  - a. Rezoning 3.98 acres fronting Hwy 51 North from Tiger Drive to Oak Ridge Lane from RM-3, Multifamily Residential, to C-2, Commercial
  - b. Variance request to allow 120 ft height and use of 18.200 Towers and Related Structures in an Agricultural Zone
  - c. Conditional Use Permit to allow use 1.330 Multifamily Apartments in a C-2, Commercial Zone
  - d. Conditional Use Permit to allow use 11.000 Wrecker and Towing in an I-1, Industrial Zone
6. Mayor and Board of Aldermen Use Permit for Cody Hickman to allow use 2.240 Temporary Sales from a Trailer on the City of Batesville Public Square; Not recommended by the Planning Commission
7. Mayor and Board of Aldermen Use Permit for Greg Smith to allow 3.110 Office, Research and Development at 109 Eureka Street; Recommended by the Planning Commission

- **CHIEF OF POLICE – KERRY PITTMAN**

- **CITY ATTORNEY – COLMON MITCHELL**

- **CITY CLERK – SUSAN BERRYHILL**

1. Approval to advertise – uniform assessment schedule
2. Annual Appointments and Allowances

- **FIRE CHIEF – TIM TAYLOR**

1. Discuss software module add on for field inspections and scheduling
2. Discuss prices for damaged personal property

- **PUBLIC WORKS DIRECTOR – DAVID KARR**

1. Approval to advertise for bids and approval of specs – food/beverage service at Civic Center
2. C-Spire boring request – Keating Road
3. Mission Communications service agreement
4. Patton Lane Park sign

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OTHER MATTERS BY MAYOR OR ALDERMAN:

MATTERS UNDER ADVISEMENT:

UNFINISHED BUSINESS

1. Zoning

ALLOW CLAIMS: 30765-31395 (includes The Co-op)

EXECUTIVE SESSION

1. Chief Kerry Pittman – 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 21, 2022, regular meeting, were approved.

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IN RE:           SIGNATURE SHEET FOR MEETING OF JULY 5, 2022

The following were present at the meeting on July 5, 2022, of the Mayor and Board of Aldermen:

Board Meeting  
July 5, 2022  
Signature Sheet  
PLEASE PRINT NAME CLEARLY

Jim Whittaker

Please print name clearly

Kerry Pittman

Please print name clearly

Tommy Benson

Please print name clearly

Rev. Sammie Fickler

Please print name clearly

Audy Bergbill

Please print name clearly

Gree Smith

Please print name clearly

JOSP HANKINS

Please print name clearly

Gloria Tucker

Please print name clearly

Robbie Haley - Panola Partnership

Please print name clearly

Tim Taylor

Please print name clearly

David Karr

Please print name clearly

Mark Benson

Please print name clearly

Darrell Dixon

Please print name clearly

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**IN RE:           APPROVAL OF CONSENT AGENDA**

Upon motion of Alderman Morrow and 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 Officer Nathan Hollings to attend Interdiction Mastermind Training August 1, 2022, in Hernando, MS. Registration: \$249.00 plus mileage for personal vehicle use. Lunch expense will be reimbursed from the BPD petty cash fund not to exceed \$15.00 with proper receipt. Reimburse travel expenses if necessary.
2.     Approval for Deputy Chief George Williford and Captain Wesley Hawkins to attend the FBI National Academy Associates Mississippi Chapter Summer Training Conference August 7-10, 2022, in Gulfport, MS. Registration: \$350.00 each plus lodging and per diem for meals. They will travel in a city vehicle. Reimburse travel expenses if necessary.
3.     Approval for Detective Sergeant Adam Smithey to attend the Regional Organized Crime Information Center (ROCIC) Conference September 24-29, 2022, in Mobile, Alabama. Registration: \$150.00 plus lodging and per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.
4.     Approval for Detective Sergeant Adam Smithey and Detective Kevin West to attend the Homicide Investigation and Crime Scene Management Training Program October 11-13, 2022, in Batesville, MS. Registration: \$395.00 each. Reimburse travel expenses if necessary.
5.     Approval for Special Operation Sergeant J.P. Wallace to attend Police Response to Active Shooter Instructor Certification October 31-November 5, 2022, in Toccoa, Georgia. Registration: \$699.00 plus lodging and per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.
6.     Approval for Ashton Berryhill to attend the Fire Apparatus Driver/Operator course at the MS Fire Academy August 15-25, 2022, and to allow for an alternate. Course fee: \$675.00 (includes dorm fee) plus per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.
7.     Approval for Garrett Radicioni to attend Rope I(Awareness and Operations) at the MS Fire Academy August 8-11, 2022, and to allow for an alternate. Course fee: \$365.00 (includes dorm fee) plus per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.
8.     Approval for Austin Beavers and William Thompson to attend Rope I (Awareness and Operations) at the MS Fire Academy August 8-11, 2022, and to allow for an alternate. Course fee: \$365.00 (paid by MS Task Force which includes dorm fee) plus per diem for meals. He will travel in a city vehicle. Reimburse travel expenses if necessary.
9.     Approval for Justin Parker, Justin Sanders and Desmond Sibert to attend the three week Haz Mat A/O course August 8-30, 2022. They will only travel to MS Fire Academy on August 30 for testing. They will travel in a city vehicle. Reimburse travel expenses if necessary.

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

Upon motion of Alderman Harrison 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 for payment in the amount of \$7,500.00 to be made to Integrated Right of Way, LLC (iRow) in connection with the gas line extension easement acquisition.
2.     Approval for payment in the amount of \$8,172.67 to be made to Emergency Equipment Professionals (EEP) for fire truck repairs.

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

Upon motion of Alderman Dugger and second of Alderman Morrow 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.     Resignation - Rodney Johnson, Street Department, effective June 20, 2022.
2.     Resignation - Hunter Potts, Police Department, effective July 5, 2022.
3.     Resignation - Donnell Chapman, Police Department, effective July 22, 2022
4.     Retirement - Rip Copeland, Fire Code Inspector, effective August 31, 2022 (25 years)
5.     Approval of outside employment for Communications Officer Ebony Galmore - Family Dollar/Dollar Tree in Sardis, MS. No use of city equipment and will not interfere with her duties as a dispatcher.

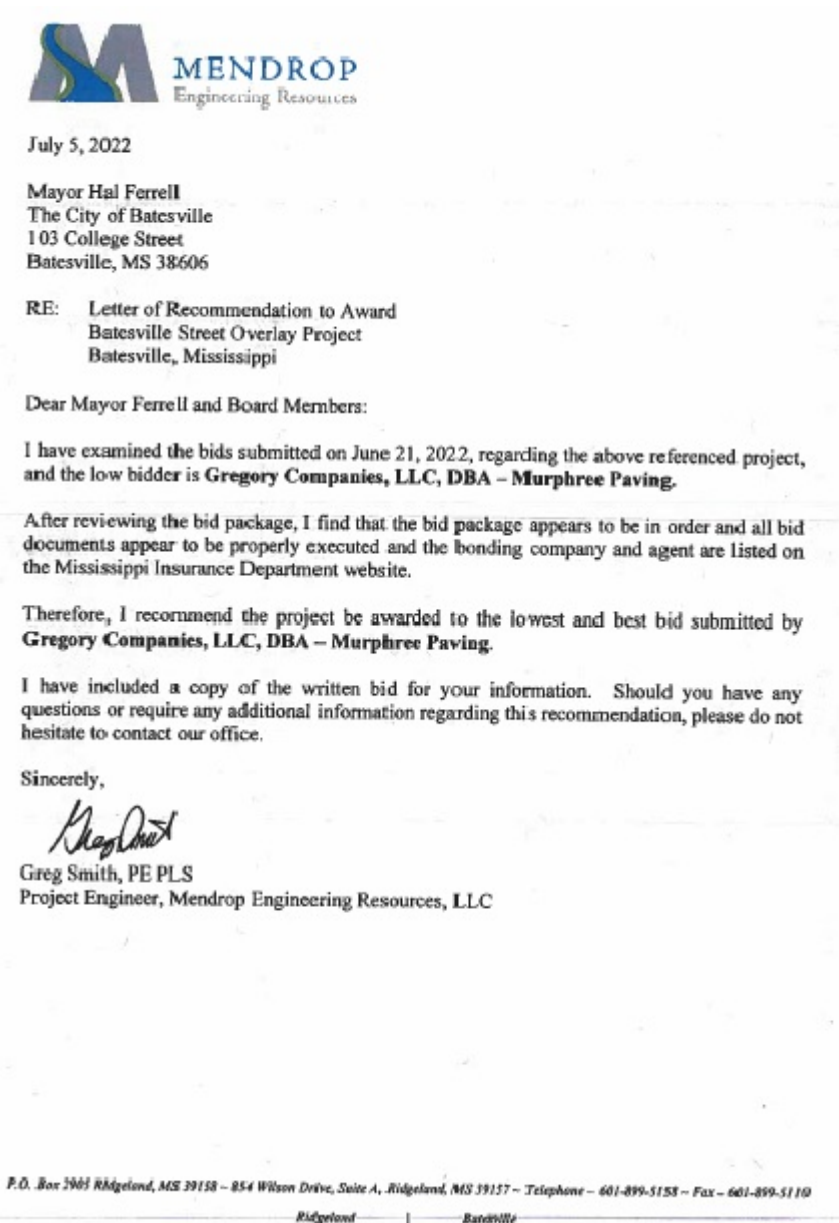
JULY 5, 2022

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

There came on for discussion the matter of bids received at the June 21, 2022, regular meeting of the Mayor and Board of Aldermen for the overlay of streets. The bids received and itemized are listed below as follows:

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

Having heard all bids received, upon recommendation of Greg Smith of Mendrop Engineering Resources and upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that the bid from Gregory Companies, LLC DBA Murphree Paving in the amount of \$1,141,463.20 (base bid) + \$224,744.75 (alt. bid) for the overlay of streets, be and it is hereby accepted as the lowest and best bid for the overlay of streets. A copy of the letter of recommendation follows:



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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Murphree Paving	
				UNIT PRICE	TOTAL PRICE
	Mobilization	ls	1	\$ 35,000.00	\$ 35,000.00
	Corporate Drive Stub Street				
1	Asphalt (2" lift)	ton	145	\$ 220.00	\$ 31,900.00
	Oak ridge Lane Overlay				
1	Asphalt (1.5" lift 12.5mm)	ton	850	\$ 220.00	\$ 187,000.00
2	1" milling	sy	1000	\$ 7.50	\$ 7,500.00
3	Striping (double yellow solid 4")	lf	3000	\$ 1.35	\$ 4,050.00
4	Striping (single white solid 4")	lf	6000	\$ 0.60	\$ 3,600.00
	Mill Cross Road				
1	Asphalt (1.5" overlay)	ton	2060	\$ 220.00	\$ 453,200.00
2	Patchwork	ton	150	\$ 275.00	\$ 41,250.00
3	Striping (double yellow solid 4")	lf	7884	\$ 1.35	\$ 10,643.40
4	Striping (single white solid 4")	lf	15768	\$ 0.60	\$ 9,460.80
	Dun lap Street				
1	Asphalt (6")	ton	360	\$ 275.00	\$ 99,000.00
	Lomax Avenue				
1	Asphalt (1.5" overlay)	ton	920	\$ 220.00	\$ 202,400.00
2	Milling	sy	1200	\$ 7.50	\$ 9,000.00
3	Striping (double yellow solid 4")	lf	2680	\$ 1.35	\$ 3,618.00
4	Striping (single white solid 4")	lf	5360	\$ 0.60	\$ 3,216.00

	Vance Street				
1	Asphalt (3")	ton	130	\$ 275.00	\$ 35,750.00
2	Milling (3")	sy	650	\$ 7.50	\$ 4,875.00
TOTAL				\$	1,141,463.20

ALTERNATE 1 BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Murphree Paving	
				UNIT PRICE	TOTAL PRICE
	Railroad Street				
1	Asphalt (1.5" overlay)	ton	85	\$ 220.00	\$ 18,700.00
2	Striping (double yellow solid 4")	lf	217	\$ 1.35	\$ 292.95
3	Striping (single white solid 4")	lf	434	\$ 0.60	\$ 260.40
	Mcbride Street				
1	Asphalt (1.5")	ton	260	\$ 220.00	\$ 57,200.00
2	Striping (double yellow solid 4")	lf	928	\$ 1.35	\$ 1,252.80
3	Striping (single white solid 4")	lf	1856	\$ 0.60	\$ 1,113.60
	Cole Street				
1	Asphalt (1.5")	ton	210	\$ 220.00	\$ 46,200.00
	Compress Road				
1	Asphalt (1.5")	ton	380	\$ 220.00	\$ 83,600.00
2	Milling	sy	2150	\$ 7.50	\$ 16,125.00
TOTAL				\$	224,744.75

I hereby certify that this is a true and accurate representation of bids for the Batesville Street Overlay Project, which were received and opened by the City of Batesville on Tuesday, June 21, 2022, at 2:00 P.M.

Certified By:

Greg Smith, P.E.



Date:

6-22-22

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**IN RE: BACK TO SCHOOL PRAYER RALLY**

David Karr, representative for First Baptist Church, came before the Mayor and Board of Aldermen requesting the use of the parking lot in front of Panola Partnership for a back to school prayer rally on July 31, 2022, from 5:00 p.m until 7:00 p.m.

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the above request be and it is hereby approved with said event coordinated with the Batesville Police Department and the Street Department.

**IN RE: SET PUBLIC HEARING - ZONING - MEDICAL CANNABIS**

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

**IN RE: SET PUBLIC HEARING - ZONING - ANNEXED AREAS**

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

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**IN RE: SET PUBLIC HEARING - REZONING - LARRY D. MONTGOMERY**

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

**ORDER SETTING TIME, DATE, AND PLACE OF PUBLIC HEARING  
ON AMENDMENTS TO THE COMPREHENSIVE ZONING PLAN OF THE CITY OF  
BATESVILLE, MISSISSIPPI AND AUTHORIZING THE CITY CLERK TO  
PUBLISH NOTICE OF SAID HEARING**

WHEREAS, There has been submitted by Larry D. Montgomery to the Board of Mayor and Aldermen of the City of Batesville, Mississippi, certain changes to the Comprehensive Zoning Ordinance adopted by the City of Batesville on April 21, 1992 and amended by ordinance adopted on September 7, 2010.

WHEREAS, The said Larry D. Montgomery request that the following described property presently zoned RM-3, Multifamily Residential be rezoned C-2, Commercial District. Said property lying and being situated in the City of Batesville, Second Judicial District of Panola County, Mississippi and more particularly described as follows, to-wit:

A parcel of land containing 3.89 acres located in the N/E ¼ of Section 9, Township 9 South, Range 7 West, Second Judicial District, Panola County, Mississippi and being more particularly described as follows:

Beginning at a ½ inch iron bar set (N:1,754,984.52, E: 2,414,837.11) in the easterly right-of-way of US Highway No. 51, said bar being South a distance of 322.14 feet and West a distance of 3,465.65 feet from a steel I-beam locally accepted as the N/E Corner of said Section 9; then run along said right-of-way run North 08 degrees 44 minutes 56 seconds East for a distance of 320.15 feet to a ½” iron bar; then leaving said right-of-way run North 88 degrees 59 minutes 38 seconds East for a distance of 283.12 feet to a point; then run South 04 degrees 50 minutes 28 seconds West for a distance of 362.35 feet to a point; then run South 00 degrees 14 minutes 47 seconds East for a distance of 196.15 feet to a ½” iron bar set in the northerly right-of-way of Tiger Drive; then run along said right-of-way South 89 degrees 45 minutes 13 seconds West for a distance of 338.68 feet to an iron bar set at the intersection of said right-of-way and the easterly right-of-way of US Highway No. 51; then run along said right-of-way North 08 degrees 46 minutes 50 seconds East for a distance of 240.08 feet to the POINT OF BEGINNING.

and

WHEREAS, said request was reviewed by the Planning Commission of the City of Batesville at their meeting held on June 27, 2022 and

WHEREAS, said Planning Commission found and determined there is a public need for such rezoning and the character of the neighborhood in which the property is located has changed to such an extent as to justify said reclassification and rezoning and

NOW, THEREFORE, BE IT ORDERED that on the 2<sup>nd</sup> day of August 2022, at 3:00

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o'clock P.M. in the City Hall of the City of Batesville, Mississippi, the Mayor and Board of Aldermen

will hold a public hearing on said application and the Clerk of the City of Batesville, Mississippi, is hereby ordered and authorized to place a notice of said public hearing for publication in "The Panolian", a newspaper having a general circulation in the City of Batesville, Mississippi.

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**IN RE: SET PUBLIC HEARING - VARIANCE - RAYMOND AVEN**

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

**ORDER SETTING TIME, DATE, AND PLACE OF PUBLIC HEARING  
ON VARIANCES TO THE COMPREHENSIVE ZONING PLAN OF THE CITY OF  
BATESVILLE, MISSISSIPPI AND AUTHORIZING THE CITY CLERK TO  
PUBLISH NOTICE OF SAID HEARING**

WHEREAS, Raymond Avan has submitted to the Mayor and Board of Aldermen of the City of Batesville, Mississippi, certain changes to the Comprehensive Zoning Ordinance adopted by the City of Batesville on April 21, 1992 and amended by ordinance adopted on September 7, 2010.

WHEREAS, The said Raymond Avan requests a variance to allow a height of 120 feet and use 18.200 Towers and Related Structures in an Agricultural Zone. Said property is located at 296 Highway 35 North in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is described as:

Parcel Number: 31380004803 0000808  
17 AC PT S1/2 S1/2 East of Highway 35 of  
Unplatted Land of Section 34, Township 8, Range 7

and

WHEREAS, said request was reviewed by the Planning Commission of the City of Batesville at their meeting held on June 27, 2022 and

WHEREAS, said Planning Commission recommended that the variance be granted and

NOW, THEREFORE, BE IT ORDERED that on the 2<sup>nd</sup> day of August 2022, at 3:00 o'clock P.M. in the City Hall of the City of Batesville, Mississippi, the Mayor and Board of Aldermen will hold a public hearing on said application and the Clerk of the City of Batesville, Mississippi, is hereby ordered and authorized to place a notice of said public hearing for publication in "The Panolian", a newspaper having a general circulation in the City of Batesville, Mississippi.

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**IN RE: SET PUBLIC HEARING - CONDITIONAL USE - ABLE TOWING AND AUTO REPAIR**

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

**ORDER SETTING TIME, DATE, AND PLACE OF PUBLIC HEARING  
ON CONDITIONAL USE PERMITS IN THE CITY OF BATESVILLE,  
MISSISSIPPI AND AUTHORIZING THE CITY CLERK TO  
PUBLISH NOTICE OF SAID HEARING**

WHEREAS, There has been submitted by Able Towing and Auto Repair to the Board of Mayor and Aldermen of the City of Batesville, Mississippi, an application for a Conditional Use Permit to allow *Use #11.000 Wrecker and Towing* in an I-2, Industrial zone at 148D Perkins Lane. Said real property is located in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is more particularly described as follows, to-wit:

A tract of land in the Northeast Quarter of Section 17, Township 9 South, Range 7 West, Panola County, Mississippi, and being more particularly described as follows:

Beginning at an iron stake that is 275.0 feet South and 407.5 feet West of the Southeast corner of Lot 7 of the Pleasant Acres Subdivision in the City of Batesville, Mississippi, as shown by the official plat of said subdivision on file at the office of the Chancery Clerk at Batesville, Mississippi, running thence North 89 Degrees and 50 Minutes West along the South line of a dedicated street for a distance of 250 feet to an iron stake; thence North 1 Degree and 10 Minutes East along the West line of a dedicated street for a distance of 800 feet to an iron stake on the South line of Perkins Lane; thence South 76 Degrees West along the South line of said Perkins Lane for a distance of 406 feet to an iron stake; thence South 0 Degrees and 45 Minutes West for a distance of 691.5 feet to an iron stake; thence South 40 Degrees and 45 Minutes East for a distance of 30 feet to an iron stake; thence South 89 Degrees and 50 Minutes East for a distance of 398 feet to an iron stake; thence South 0 Degrees and 30 Minutes West for a distance of 126 feet to an iron stake; thence South 86 Degrees East for a distance of 217.5 feet to an iron stake; thence North 1 Degree and 10 Minutes East for a distance of 155 feet to the point of beginning.

Less and Except:

Beginning at an iron stake that is 225.0 feet South and 407.5 feet West of the Southeast corner of Lot 7 of the Pleasant Acres Subdivision in the City of Batesville, Mississippi as shown by the official plat of said Subdivision on file at the office of the Chancery Clerk of Batesville, Mississippi, running thence North 89 Degrees and 50 Minutes West along the North Line of a dedicated street for a distance of 200 feet to an iron stake; thence North 1 Degree and 10 Minutes East for a distance of 53.3 feet to an iron stake; thence South 89 Degrees and 50 Minutes East for a distance of 200 feet to an iron stake; thence South 1 Degree and 10 Minutes West for a distance of 53.3 feet to the point of beginning, and being the property conveyed to Elizabeth S. Hubbard as described in the deed of record in Book M-6, Page 99.

and

WHEREAS, said request was reviewed by the Planning Commission of the City of Batesville at their meeting held on June 27<sup>th</sup>, 2022 and

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WHEREAS, said Planning Commission recommended that the Conditional Use Permit be granted,  
and

NOW, THEREFORE, BE IT ORDERED that on the 2<sup>nd</sup> day of August 2022, at 3:00 o'clock P.M. in the City Hall of the City of Batesville, Mississippi, the Mayor and Board of Aldermen will hold a public hearing on said application and the Clerk of the City of Batesville, Mississippi, is hereby ordered and authorized to place a notice of said public hearing for publication in "The Panolian", a newspaper having a general circulation in the City of Batesville, Mississippi.

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**IN RE: SET PUBLIC HEARING - CONDITIONAL USE - INDRASINH VAGHELA**

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

**ORDER SETTING TIME, DATE, AND PLACE OF PUBLIC HEARING  
ON CONDITIONAL USE PERMITS IN THE CITY OF BATESVILLE,  
MISSISSIPPI AND AUTHORIZING THE CITY CLERK TO  
PUBLISH NOTICE OF SAID HEARING**

WHEREAS, There has been submitted by Indrasinh Vaghela to the Board of Mayor and Aldermen of the City of Batesville, Mississippi, an application for a Conditional Use Permit to allow *Use #1.330 Multifamily Apartments* in a C-2, Commercial zone at the end of Covenant Drive. Said real property is located in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is more particularly described as follows, to-wit:

Parcel #318240005400 10001401  
5.6 AC PT N ½ SE ¼ E OF I55 UNPLATTED LAND of Section 10, Township 9 South and Range 7 West, in the Second Judicial District of Panola County, Mississippi.

and

WHEREAS, said request was reviewed by the Planning Commission of the City of Batesville at their meeting held on June 27<sup>th</sup>, 2022 and

WHEREAS, said Planning Commission recommended that the Conditional Use Permit be granted,

and

NOW, THEREFORE, BE IT ORDERED that on the 2<sup>nd</sup> day of August 2022, at 3:00 o'clock P.M. in the City Hall of the City of Batesville, Mississippi, the Mayor and Board of Aldermen will hold a public hearing on said application and the Clerk of the City of Batesville, Mississippi, is hereby ordered and authorized to place a notice of said public hearing for publication in "The Panolian", a newspaper having a general circulation in the City of Batesville, Mississippi.

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**IN RE:        MAYOR AND BOARD OF ALDERMEN USE PERMIT - CODY  
                 HICKMAN - DOWNTOWN SQUARE**

Chief Building Official Andy Berryhill presented a Mayor and Board of Aldermen Use Permit made by Cody Hickman, that was not recommended by the Planning Commission, for use #2.240 - temporary sales from a trailer on the City of Batesville Downtown Square.

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the above request be and it is hereby denied based on the recommendation by the Planning Commission.

**IN RE:        MAYOR AND BOARD OF ALDERMEN USE PERMIT - GREG SMITH -  
                 109 EUREKA STREET**

Chief Building Official Andy Berryhill presented a Mayor and Board of Aldermen Use Permit made by Greg Smith of Mendrop Engineering Resources, recommended by the Planning Commission, for use #3.110 - offices, at 109 Eureka Street.

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the above request be and it is hereby approved.

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**IN RE:           APPROVAL TO ADVERTISE - UNIFORM ASSESSMENT SCHEDULE**

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

**ORDER FOR EXAMINATION AND CONSIDERATION OF  
THE 2021/2022 UNIFORM ASSESSMENT SCHEDULE  
FOR AD VALOREM TAXATION**

WHEREAS, the Mayor of the City of Batesville, Mississippi, has received from the Mississippi Department of Revenue information concerning the Uniform Assessment Schedule adopted by it for the ensuing fiscal year; and

WHEREAS, the Mayor and Board of Aldermen of the said City have considered the aforesaid schedule and desire to adopt the same for said City,

IT IS, THEREFORE, HEREBY ORDERED by the Mayor and Board of Aldermen of the City of Batesville, Mississippi, that:

The Uniform Assessment Schedule for the ensuing fiscal year adopted by the Mississippi Department of Revenue under the provisions of the Title 27, Chapter 51, Mississippi Code of 1972, Annotated, is ready and open for inspection and examination by any interested taxpayer and that, in accordance with Section 27-51-21 of the Mississippi Code of 1972, Annotated, the Mayor and Board of Aldermen of the City of Batesville will reconvene in Regular Meeting on Tuesday, July 19, 2022, at 2:00 p. m. to hear and take action on any complaint, filed in writing, objecting to and petitioning for a specified reduction on any part of the assessment schedule affecting the complainant directly.

ORDERED on this the 5<sup>th</sup> day of July, 2022, by the Mayor and Board of Aldermen of the City of Batesville, Mississippi.

JULY 5, 2022

\*Alderman Harrison recused himself from the meeting

**IN RE: ANNUAL APPOINTMENTS & ALLOWANCES**

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that the following appointments be made, effective immediately, with salaries to be set in September 2022, effective October 1, 2022:

City Clerk	Susan Berryhill
Registrar of Voters	Susan Berryhill
Public Works Director	David Karr
Assistant Public Works Director	Newt Benson
Assistant City Clerk	Shonnah Weaver
City Attorney	Colmon S. Mitchell
City Prosecutor and Assistant City Attorney	Ryan Revere
City Engineer	Blake Mendrop
Administrative Assistant	Beth Austin
Municipal Court Clerk	Alli Estridge Payne
Receptionist	Sherry Breland
Payroll Clerk/Utility Department Supervisor	Cindy Roper
Accounts Payable Clerk	Gail Lance
Deputy City Clerk/Utility Clerk	Mackenzie Johnson
Deputy City Clerk/Utility Clerk	Jasmine Benson
Deputy City Clerk/Utility Clerk/Billing Clerk	Berma Williams
Deputy City Clerk/Utility Clerk	Bridget Holloway
Chief Building Official	Andy Berryhill
Code Enforcement Secretary	Bradie Bailey
Code Enforcement Officer	Barry Thompson
Parks and Recreation Director	Heath Fullilove
Superintendent - Water and Sewer	Rodney Alewine
Gas Superintendent	Kevin Hodges
Assistant Gas Superintendent	Kenneth Hubbard
Street Superintendent	Shelton Hawkins

JULY 5, 2022

Assistant Street Superintendent	Domika Williams
Assistant Street Superintendent	William Bright
Waste Water Treatment Plant Superintendent/Chief Operator	Gary Snider
Waste Water Treatment Plant Assistant Superintendent Class IV Waste Water Treatment Operator	Mark Ivy
Civic Center Director	Roy Hyde
Chief of Police	Kerry Pittman
Assistant Chief of Police	George Williford
Administrative Assistant to Chief of Police	Nita Taylor
Police Secretary	Kati Overall
Supervisor of Dispatcher - Communications Officer	Sadie Willey
Detective Secretary	Haley Hardy
Fire Chief	Timothy Taylor
Full-time Fireman/Deputy Chief	David Tarver
Full-time Fireman/Fire Inspector	Rip Copeland
Full-time Fireman/Fire & Life Safety	James Snyder
Full-time Fireman/Training Officer	Travis Inman

and further ordered that the clerk be and she is hereby authorized to issue warrants each week or month, as the need arises for the following: warrants to pay salaries of day laborers each week and other hourly paid employees, along with amounts as presented by the Director of Parks for certain teaching and officiating of softball, baseball, basketball, and other activities; warrants to pay monthly and bi-monthly salaries, telephone bills, insurance premiums, electric bills, refunds of petty cash accounts, postage, investment of funds, and freight bills upon arrival of freight for each department; warrants for utility refunds; warrants as directed by the Judge of refund of bonds and other occurring activity when directed by the Judge; and warrants as directed by the Code Enforcement Administrator to refund building permit bonds.

\*Alderman Harrison returned to the meeting

JULY 5, 2022

**IN RE: SOFTWARE FOR FIRE DEPARTMENT**

Upon motion of Alderman Dugger and second of Alderman Walton and upon unanimous vote taken, it was ordered that Fire Chief Tim Taylor be and he is hereby authorized to purchase mobile fire inspection software from Image Trend for the amount of \$4,562.00 for the first year and \$4,562.00 annually and further ordered that the Mayor be and he is hereby authorized to sign a contract agreement if required.

**IN RE: APPROVAL OF PERMIT APPLICATION - C-SPIRE**

Upon recommendation of Public Works Director David Karr and upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the permit application from C-Spire for the construction or adjustment of a utility within City road right-of-way, at Keating Road, be and it is hereby approved, subject to the City's right to exercise complete control of said right-of-way and streets including, but not limited to, the City's right to repair, maintain, widen, extend and abandon or close such streets and right-of-way and on the condition that C-Spire shall be responsible for and shall pay the costs and expenses of any relocation of this utility made necessary by the City's exercise of any such rights, subject to and contingent upon the correct application being submitted.

JULY 5, 2022

**IN RE:           APPROVAL TO ADVERTISE AND APPROVAL OF SPECIFICATIONS -  
FOOD & BEVERAGE SERVICE AT CIVIC CENTER**

Upon recommendation of Public Works Director David Karr and upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that the City Clerk publish an advertisement 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 food & beverage service at the Batesville Civic Center and further ordered that the following specifications be and they are hereby approved, substantially in the this form, and are on file in the Office of the City Clerk:

**REQUEST for PROPOSALS  
Batesville Civic Center  
Food and Beverage Service**

BIDS will be received by the Mayor and Board of Aldermen, Batesville, Mississippi, (herein called the "OWNER"), at the office of the Mayor and Board of Aldermen, 103 College Street, Batesville, Mississippi until 2:00 p.m., local time, Tuesday, August 2, 2022, and then at said office publicly opened and read aloud for the Batesville Civic Center Food and Beverage Service.

Each Bid must be submitted in a sealed envelope, addressed to City of Batesville, Mississippi, Post Office Box 689, Batesville, Mississippi 38606. Each sealed envelope containing a Bid must be plainly marked on the outside as "Bid for Batesville Civic Center Food and Beverage Service" and the envelope should bear on the outside the name of the Bidder and his address. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City of Batesville, Post Office Box 689, Batesville, Mississippi 38606.

All BIDS must be made on the required BID form. All blank spaces must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER reserves the right to waive irregularities and to reject any and all BIDS. The OWNER reserves the right to award to other than the low BIDDER when, in the OWNER'S judgment, it is in his best interest to do so. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. No BIDDER may withdraw a BID within Sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout.

The attention of Bidders is directed to the State and Federal Laws governing selections of and employment of labor.

In accordance with the Buy American provision in Public Law 95.217 (Section 215 of Public Law 92-500, as amended), the Bidder agrees that preference will be given to domestic equipment, materials and related items included in his bid.

JULY 5, 2022

Bidders are hereby notified that any PROPOSAL accompanied by letter qualifying in any manner the condition under which the PROPSAL is tendered will be an IRREGULAR PROPOSAL, and such PROPOSAL as tendered will be considered an IRREGULAR PROPOSAL, and such PROPOSAL will not be considered in making the award.

The Board reserves the right to reject any and all PROPOSALS and to waive any informalities in the bidding and to negotiate the apparent highest and/or best PROPSAL to such extend as may be necessary.

THE REQUEST FOR PROPOSALS contains the provisions required for the CONCESSIONS SERVICE. Information obtained from an officer, an agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the BIDDER or forgive failure to fulfill any of the conditions of the CONTRACT.

Site inspection trips for prospective BIDDERS may be arranged through The Batesville Civic Center, 290 Civic Center Drive, Batesville, Mississippi; (662) 563-1392, at a time mutually agreed upon by the Civic Center and prospective BIDDERS.

Approved by order of the Mayor and Board of Aldermen of the City of Batesville, Mississippi, this the 5<sup>th</sup> day of July, 2022.

/Signed:

Susan Berryhill, City Clerk

JULY 5, 2022

BID FORM

Proposal of \_\_\_\_\_(hereinafter called  
"BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_  
doing business as \_\_\_\_\_\*.  
To the City of Batesville, 103 College Street, Batesville, Mississippi 38606, (hereinafter  
called "CITY").  
In compliance with your Advertisement for BIDS, BIDDER hereby proposes to  
furnish Food and Beverage Service for the Batesville Civic Center .

Proposals are as listed below in strict accordance with the application  
specifications, within the time set forth therein, and at the commission percentage  
stated below.

By submission of this Proposal, each BIDDER certifies, and in the case of a joint  
BID, each party thereto certifies as to his own organization, that this Proposal has been  
arrived at independently, without consultation, communication, or agreement, as to any  
matter relating to this Proposal with any other BIDDER or with any competitor.

\*Insert "a corporation", "a partnership", or "an individual", as applicable.

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BID FORM

BIDDER agrees to furnish all services as specified and pay the Batesville Civic Center a COMMISSION from NET SALES (Gross sales minus taxes) of all food service operations within the facility to include, but not be limited to banquets, catering, bars, mobile and fixed concessions, and automated vending.

ITEM	LIST %
<hr/>	
Proposed Commission from NET SALES (Gross sales minus taxes) To be paid to Batesville Civic Center for FOOD SERVICE OPERATIONS.	%
<hr/>	

Amount of bid to be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern.

PROPOSED COMMISSION

% \_\_\_\_\_  
(Figures)

% \_\_\_\_\_  
(Words)

BIDDER agrees that this PROPOSAL shall be honored and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving PROPOSALS.

Respectfully submitted,  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Company Name)  
  
\_\_\_\_\_  
(Address)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(License Number, if applicable)

(SEAL - if BID is by Corporation)  
ATTEST: \_\_\_\_\_

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290 Civic Center Dr. Batesville, Mississippi 38606

Phone (662) 563-1292

Fax (662) 561-1785

**REQUEST for PROPOSALS**  
**FOOD / BEVERAGE SERVICE**  
**at**  
**THE BATESVILLE CIVIC CENTER**

**SPECIFICATIONS**

Pg.	7-8	Definitions
Pg.	8-9	Services Provided
Pg.	9	Term and Termination
Pg.	10	Commissions
Pg.	11-12	Maintenance
Pg.	12-13	Personnel
Pg.	13-14	Products and Prices
Pg.	14	Licenses and Taxes

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**Specifications (cont.)**

<b>Pg.</b>	<b>14</b>	<b>Hours and Days of Operation</b>
<b>Pg.</b>	<b>14</b>	<b>Inspection</b>
<b>Pg.</b>	<b>15</b>	<b>Insurance</b>
<b>Pg.</b>	<b>15</b>	<b>Contractor's Expenditure and Improvements</b>
<b>Pg.</b>	<b>15-16</b>	<b>Termination</b>
<b>Pg.</b>	<b>17</b>	<b>Assignment and Sublease</b>
<b>Pg.</b>	<b>17</b>	<b>Laws, Regulations, and Directives</b>
<b>Pg.</b>	<b>17-18</b>	<b>Other Responsibilities of Contractor and Owner</b>
<b>Pg.</b>	<b>18</b>	<b>Force Majeure</b>
<b>Pg.</b>	<b>18</b>	<b>Miscellaneous</b>
<b>Pg.</b>	<b>19</b>	<b>Existing Equipment</b>

JULY 5, 2022

#### DEFINITIONS

1. “Accounting Period” shall refer to the Contractor’s either four- or five-week accounting cycle for which there are 12 periods totaling 52 weeks in each fiscal year. The first Accounting Period shall be the September 2022 Accounting Period.

2. “Alcoholic Beverages” shall refer to all alcoholic drinks, beers and wines, regardless of where within the Facility they are provided or to whom they are provided.

3. “Catering Services” shall mean the preparation and sale of all food and beverages, including Alcoholic Beverages, at the Facility (and, with the approval of Owner, outside the Facility), including banquet services and hors d’oeuvres and all food and beverages (including Alcoholic Beverages) served at events where the obligation to make payment for the entire function rests with one individual, company, or entity.

4. “Concession Services” shall refer to the preparation and sale of all food and beverages, including Alcoholic Beverages served or sold from permanent or portable concession stands or roving vendors to individual customers at the Facility. These items include, but are not limited to, sodas, hot dogs, popcorn, candy bars, hot and cold sandwiches, potato chips and pretzels, and all beverages, including Alcoholic Beverages to the extent permitted hereby.

5. “Contract Year” means the 12 Accounting Periods each year during the term hereof. Each Contract Year shall consist of 12 Accounting Periods (unless the Term is extended past the initial two (2) year term, in which case the number of Accounting Periods shall be increased to reflect the actual duration of the Term).

6. “Contractor’s Expenditure” means the amount, if any, to be invested by

JULY 5, 2022

Contractor in the Facility as set forth in Article XII.

7. "Food Services" shall refer to the Contractor's operation, service and sale of Catering Services and Concession Services at the Facility.

8. "Director" shall refer to Owner's designated representative having day-to-day operating responsibility for the Facility.

9. "Gross Receipts" shall refer to the total amount of money collected by the Contractor as a result of Food Services from any source whether collected or uncollected, whether for cash or credit, less (i) sales taxes, gross receipts tax, or similar tax, the amount of which is determined by the amount of sales made, and which is directly payable to the taxing authority by Contractor, and (ii) service or discount charges on credit card sales and (iii) billed gratuities to catering customers.

10. "Lessee" shall refer to any person or entity that may from time to time enter into any agreement with Owner for the use of the Facility for a particular purpose.

11. "Term" shall mean that period of time referred to in Article III hereof.

12. "Vending Services" means sale of food and beverage products from automated vending machines.

#### SERVICES PROVIDED

Contractor agrees to purchase and sell beverages as instructed by the Owners Pouring Rights agreement. Contractor shall have the exclusive right to operate the Food Services, including Catering Services, Concession Services, Vending Services, and the service and sale of Alcoholic Beverages, at all areas of the Facility at which food and/or beverage

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services is permitted by Owner (which areas shall be designated by the Owner from time to time and are herein called the "Service Areas") in accordance with the terms and provisions set forth herein. The Owner shall retain the right to invite additional vendors to sell items or set up additional concessions, requested by the Lessee, that the contractor is unable or unwilling to provide.

Contractor agrees the owner may from time to time enter into sponsorship or other agreements, which may require contractor to offer certain brands or items from specified manufacturers or suppliers for sale. During the term of this agreement Owner agrees to consult with and provide reasonable consideration on the behalf of Contractor before entering into any sponsorship or agreement involving food and or beverage service at the Facility, specifically in regard to the availability of product at competitive prices (comparable to similar venues).

This Agreement shall apply to all events conducted at the Facility during the term of this Agreement, except as otherwise provided herein.

#### TERM AND TERMINATION

The Term of the Agreement shall be for two (2) years and will commence on September 1, 2022, and expire on the two (2) year anniversary of said date. This Agreement may be earlier terminated only as provided in Article XIII of this Agreement. Contractor and the Owner may renew this Agreement for two (2) additional one (1) year option periods by mutually agreeing in writing to each such renewal no later than sixty (60) days prior to the end of the Initial Term or additional option period.

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#### COMMISSIONS

As payment for the right and privilege of selling Concession Products as herein provided, the Contractor shall pay to the Owner as follows:

Contractor agrees to pay a commission to Batesville Civic Center based on the submitted percentage of net concession and catering sales (gross sales minus sales tax):

Additionally, with respect to any approved sub-contract agreements (third party vendors),

Contractor agrees to pay the Owner twenty percent (20%) of the net proceeds received by the Contractor from the subcontractor.

With respect to revenues from automated machines (vending sales) Contractor shall pay the Owner according to the submitted percentage of the net proceeds of the sales from machines operated by Contractor.

Proceeds from a subcontracted operator would be subject to the twenty percent (20%) terms in the previous paragraph.

Contractor will provide to Owner a report of gross receipts within three (3) days of the close of each event. Any percentages due hereunder shall be remitted by Contractor at this time.

All reports shall be prepared and determined consistently with generally accepted accounting practices.

Contractor is responsible for sales tax returns, reporting, and payment of all taxes arising from its operations at the facility.

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#### MAINTENANCE

Contractor shall repair (other than repair of structural wear or deterioration, which shall be the responsibility of the Owner), clean and provide normal day-to-day maintenance, as necessary, to floor, walls, equipment, leasehold improvements and fixtures, provided by the Owner for Contractor's use. Contractor is responsible for all sanitation and maintenance of kitchens, commissaries, food storage areas, Contractor's office space, concession stands, and areas within 10 feet of concession stands. Owner shall be responsible for all other maintenance, repairs and cleaning within the Facility.

Owner shall supply all electricity, gas, local telephone, water, and other utilities used by Food Services operations under this Agreement. The Contractor shall be responsible at all times for the cleaning and sanitation of all food service production, kitchen, office, storage, retail sales and service areas. The Contractor shall also be responsible for the removal of all trash and waste from all concessions and catering offices to a central point, from which it will be removed from the Facility by the Owner.

Contractor will comply with and observe all federal, state and local laws, ordinances and regulations as to sanitation and the purity of food and beverages or otherwise relating to its operations.

Contractor shall keep the entire area within a radius of ten (10) feet of each stand, commissary, concession, and work area, clean and free from all rubbish. The Contractor must employ the necessary personnel before, during, and after the hours of any event to assure compliance.

No key shall be copied or reproduced or lock changed without the express permission of the Owner.

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Owner shall be responsible for arranging for a pest control service for the Facility to ensure conformance with health codes.

#### PERSONNEL

The Contractor shall employ, train and supervise personnel with appropriate qualifications and experience in sufficient numbers to provide all services appropriate for the operations which Contractor is to provide under this Agreement. The Contractor and its employees shall obey the rules and regulations established by Owner, but such employees shall be exclusively the employees of Contractor.

Contractor shall not employ any person or persons in or about the Facility or any stand operated by it, who uses improper language or acts in a loud or boisterous manner. The Owner reserves the right, without recourse, to remove, or have removed, any Contractor, Sub-Contractor, or employee of Contractor from the facility, and requires the Contractor to take such action as may be necessary to cause the unacceptable, objectionable or unsafe behavior to cease. Failure to take immediate and necessary corrective action may be viewed as default in performance of the contract by the Concessionaire. Notwithstanding the foregoing, Contractor shall not be required to take any disciplinary action or terminate such employees if to do so would violate any applicable federal or state law or regulation.

Contractor's employees shall be admitted to the Facility without payment of an admission or parking fee at an entrance to be designated by Owner, in such numbers as Contractor may reasonably require for conducting its operations.

Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin or place of birth, age,

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marital status, or handicap with respect to employment, upgrading, promotion, transfer, recruitment, recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### PRODUCTS AND PRICES

Contractor shall order, stock, prepare, and pay for all food and beverage products and related supplies from the Contractor's Account. Contractor warrants and represents that all consumables shall be first quality, wholesome, and pure, and all products on hand shall be stored and handled with due care for sanitation. Contractor will bear all risk of loss for merchandise in its possession.

During all events where cash sales are made, the Contractor shall post signs and provide menus advertising the prices of items offered for sale provided that, subject to the next paragraph, both such menus and prices shall be subject to the prior approval of the Owner.

The Contractor shall notify Owner of all proposed price increases during the Term. Prices shall be reviewed at annual intervals, as of the anniversary date of the Term. Whenever unique economic conditions result in unusual cost increases to Contractor, the Director shall consider a request by Contractor for price changes at times other than the annual price review. Contractor shall submit a detailed written price schedule for all items it proposes to sell including size, cost and price, along with a price comparison sheet showing prices of similar items at comparable regional facilities.

The types of functions at which wine, beer, or other Alcoholic Beverages are sold shall be subject to reasonable regulations established by the Owner, and the Owner shall have final

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decision as to whether or not alcohol may be sold at an event. The Contractor shall decide whether service of alcoholic beverage to an individual is permitted under applicable law. Contractor shall at all times, use only qualified and properly supervised personnel with training and experience in the sale of alcoholic beverages.

#### LICENSES AND TAXES

The Contractor shall at all times during the term hereof, comply with all existing laws and regulations relating to the preparation and handling, sale and disposal of concessions and catering products. Contractor shall procure and maintain at all times all necessary permits and licenses required by the federal, state and local laws and regulations necessary to conduct the operation of the concessions in a first class manner. Alcoholic beverage permits and licenses must be limited to The Batesville Civic Center and Contractor's interest in same must terminate simultaneously with the expiration or termination of the Agreement. Contractor must provide Owner with copies of all permits/licenses.

#### HOURS/DAYS OF OPERATION

Contractor shall perform its services hereunder during any hours as may be required to properly provide the Food Services for events at the Facility.

#### INSPECTION

The Owner shall have the right to enter the Service Areas at all times for the purpose of examining inventory and the state of repair and condition of the Service Areas, Fire Protection, and the equipment located therein.

JULY 5, 2022

INSURANCE

Contractor shall maintain the following insurance coverage covering the following risks and in the following minimum coverage amounts:

- 1. Workers Compensation as prescribed by state statute.
- 2. \$1,000,000.00 General Aggregate, \$1,000,000.00 each occurrence - Bodily Injury and Property Damage; \$1,000,000.00 Products and Completed Operations Aggregate; \$1,000,000.00 Personal and Advertising Injury; \$500,000.00 Liquor Liability; \$500,000.00 Fire Damage (any one fire), The City of Batesville is to be named as an additional insured. Contractor will furnish the Owner certificates that insurance is in force. All such insurance shall be issued by companies duly authorized to transact business in the State of Mississippi and which are otherwise reasonably satisfactory to the Owner.

CONTRACTOR'S EXPENDITURE AND IMPROVEMENTS

Contractor agrees to invest sufficient funds for the purchase of equipment, small wares and appliances for fixed stands and catering operations needed to fully service the Operation. Ownership of any improvements will remain with the contractor for the term of the Agreement.

TERMINATION

- 1. This Agreement shall terminate at the expiration of the Term unless sooner terminated as provided herein.
- 2. Either the Contractor or the Owner may terminate this Agreement prior to the expiration of the Term, but except as provided in paragraph 3 below, only in the event of a material breach on the part of the other party of any provision of this Agreement, and the failure of such breaching party to cure the same within thirty days of receipt from the other party of

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written notice describing the breach with specificity.

In the event the breaching party elects to continue performance, it shall either cure the breach, or provide a written statement of the steps to be taken in order to do so, within the period set forth above. If the cure or statement of intent to cure is satisfactory to the non-breaching party, that party shall consent to a continuation of performance, which consent shall not be withheld or delayed unreasonably.

3. The following provisions shall apply in the event of a termination of this Agreement for any reason whatsoever:

a. Delivery of Premises. Contractor shall remove its property from the Facility and shall deliver to the Owner the Service Areas, and all property thereon belonging to the Owner, in such condition as is the same as that which existed at the time the premises and property were delivered to Contractor, except ordinary wear and tear, loss or damage occurring without the negligence or fault of Contractor, and damage occurring as a result of fire, flood, or other, like unavoidable casualty or occurrence occurring without the negligence of Contractor.

b. Final Accounting. Contractor shall deliver to the Owner, within thirty (30) days of the effective date of termination, a final accounting and shall remit to Owner all amounts owed as of the effective date of termination, after withholding all amounts to which Contractor may be entitled under this Article or elsewhere under this Agreement.

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**ASSIGNMENT, SUBLEASE**

The Contractor shall not transfer, convey, assign nor permit the use of the rights, privileges or premises granted under this Agreement in whole or in part to any other person, firm or corporation without written authorization of the Owner, which will not be unreasonably withheld. The foregoing notwithstanding, the Contractor shall be permitted to subcontract for any portion of the Food Services to be provided pursuant to this Agreement, provided that any and all subcontractors must be approved by Owner.

**LAWS, REGULATIONS, AND DIRECTIVES**

The Contractor will use the Facility for no purpose other than specified in the Agreement, and the business conducted hereunder will be operated in strict compliance with all laws of the United States, the State of Mississippi, and with all health and fire codes and all applicable rules and regulations issued pursuant to said laws and with local ordinances.

Contractor shall not permit the Facility, or any part thereof, to be used for any unlawful or immoral purpose or in any manner as to injure persons or property in, or on or near said premises, and upon termination of this Agreement it shall deliver to the Owner the premises and fixtures in as good condition and repair as at the beginning of the term, subject only to normal wear and tear.

**OTHER RESPONSIBILITIES OF CONTRACTOR AND OWNER**

1. Contractor shall prepare and serve food and beverages in those areas of the Facility in which food service is permitted.
2. Owner shall be responsible for the setup and tear-down of all tables and chairs

JULY 5, 2022

except those used for break service and those specifically required by Contractor for serving and staging.

3. Contractor shall be responsible for delivering and dispensing all food, beverage, supplies and other articles for portable concession stands and portable bars, portable cafeterias, and portable carts.

#### FORCE MAJEURE

Neither party shall be obligated to perform hereunder and neither shall be in default if performance is prevented by fire, earthquake, flood, act of God, failure of utilities, riot, acts or war or terrorism, civil commotion or other occurrences of like nature, and law, ordinance, rule, regulation, or order of any public or military authority. Contractor shall not be deemed to be in default to the extent that its performance is prevented by strikes or labor disputes other than strikes and labor disputes between Contractor and its own employees and, provided further, that this provision shall not excuse performance where any reasonable alternate supply of products, labor or services is available.

#### ARTICLE XVIII

##### MISCELLANEOUS

1. This Agreement will be interpreted in accordance with the laws of the State of Mississippi. By execution of this Agreement the Lessee agrees that all actions, whether sounding in agreement or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the courts of the State of Mississippi, located in The City of Batesville, Mississippi, and in no other. In accordance herewith, the parties to this agreement submit to the jurisdiction of the courts of the State of Mississippi located in the City of Batesville, Mississippi.

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**BATESVILLE CIVIC CENTER**  
290 CIVIC CENTER DRIVE BATESVILLE MS. 38606      PHONE (662) 563-1392 FAX (662) 561-1785

**Equipment**


**The Civic Center Concessions Stands have the following equipment available for use by Concessionaire:**

- 1.           **(3) Reach In Refrigerator(s)**
- 2.           **(3) Reach In Freezer(s)**
- 3.           **Blodgett Double Convection Oven**
- 4.           **Star Griddle (72" x 33")**
- 5.           **(3) Gas Fryers (42lb – 50lb capacity ea.)**
- 6.           **(2) Heated Cabinets (17 18"x 26" pans ea.)**
- 7.           **Scotsman Ice Machine (970lb cap.)**

JULY 5, 2022

IN RE:           ANNUAL SERVICE AGREEMENT - WATER WELLS/TANKS

Upon motion of Alderman Walton and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the service agreement between the City of Batesville and Mission Communications, LLC, for the SCADA system on the water wells/tanks, be and it is hereby approved, 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, and further ordered that payment in the amount of \$5,070.00 be issued to Mission Communications, LLC in connection with said service agreement. A copy of the document and addendum are on file in the Office of the City Clerk.



## Customer Service Agreement and Terms of Use

### Mission Communications Business Performance Guarantee

#### Service Price Stability Guarantee

For as long as the customer chooses to use the Mission service, the annual price will not increase from the initial term price by more than the amount equal to the annual consumer price inflation rate as determined by the U.S. Bureau of Labor's measured year-to-year from the start of the initial service term for the unit or as measured year-to-year from the mutually agreed annual service renewal date. This date must be mutually agreed upon by Mission and the customer.

#### Replacement Hardware Price Stability Guarantee

Replacement components for the originally purchased M800 series unit will be no higher than \$250 for the radio module and \$250 for the unit's main-printed circuit board (PCB). Replacement components for the M110 series unit will be no higher than \$250 for the main PCB and \$250 for the radio module. Replacement costs for the M80 will be no higher than \$450 for the unit's M80 electronic assembly. Owing to continual costings of the M80 unit there will be no sub-assembly replacements.

#### Technology Guarantee

Mission guarantees to the customer that the radio telemetry technology will be available for use by the customer as long as the customer wishes to utilize Mission's services. If the original installed radio telemetry technology becomes unavailable or unusable for any customer unit, then Mission will at its sole expense, provide to the customer hardware for the customer to repair and replace the non-performing unit's radio telemetry module hardware. The new radio module technology will be equal to or better than the original radio telemetry technology. Such equivalency is to be approved by the customer and such approval will not be unreasonably withheld by the customer. If Mission cannot make such equivalent radio telemetry technology available to the customer within 120 days of the original radio telemetry cessation, then Mission may be required by the customer to refund any prepaid service fees paid by the customer minus any used service fees while the radio telemetry performed to the above standard for Service Performance plus the sum of \$500.

#### Obsolescence Guarantee

From time to time Mission intends to introduce hardware and service improvements to existing hardware models and to introduce new hardware service offerings. Customers utilizing Mission's standard service offerings (standard monitoring service) may wish to upgrade previously installed equipment to the newest model offering. Customers may trade-in and/or upgrade equipment for a price equal to the new model price minus the current trade-in value for the existing field equipment. The trade-in value is defined as being 100% of the original purchase price in the first year (from date of purchase), 80% of purchase price in the second year, 60% in the third year, 40% in the fourth year, 20% in the fifth year and no trade-in value thereafter. Additionally, if the new equipment has a higher annual service fee associated with it, the new fee will be applied to the customer's annual service at the time of field commissioning going forward.

This Agreement (hereinafter referred to as the "Agreement") is entered between MISSION COMMUNICATIONS, LLC, a Georgia limited liability company (hereinafter referred to as "Mission") and the entity and individuals utilizing Mission's products and services, including its web site and database information (hereinafter collectively referred to as the "Customer") and is effective upon activation and use by Customer of Mission's products and services.

The Parties: Mission is engaged in the business of providing wireless communications and database systems for managing and monitoring remote equipment in a supervisory manner, including such industrial applications as water and wastewater systems. The Customer desires to use and benefit from Mission's communications and database system, which is to be installed by the Customer on-site at the Customer's premises.

Customer acknowledges and understands that by activating and utilizing Mission's products, services, web site and/or data-based information, Customer is agreeing to be bound by the following terms contained in this Agreement. ACCEPTANCE OF HARDWARE AND/OR THE PROVISION OF SERVICES FROM MISSION SHALL BE DEEMED TO CONSTITUTE AN AGREEMENT ON CUSTOMER'S PART TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. Privacy Policy: <https://www.123mcc.com/privacy-policy/>

The Terms: In consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, including Customer's use of Mission's products and services, the parties hereby agree as follows:

- Mission's Services.** Mission agrees to use commercially reasonable efforts to provide Customer with monitoring and notification services by utilizing automated calling, paging, e-mailing, texting, or TCP/IP transfer of data to an OPC compliant database in Customer's designated destinations as set forth in the Mission web site database.
- Customer Responsibilities.**
  - Customer understands that Mission will not respond to or take action related to those events about which Mission provides monitoring and notification. Customer further understands that it is solely responsible for the final entries and schedules set forth in the Mission database notwithstanding the fact that Mission may have initially entered the monitoring and notification information in that database on the Customer's behalf.
  - Customer also understands that the information residing in Mission's database, including, without limitation, notification lists, schedules and alarm points, can be changed by the Customer. Customer further understands and agrees that it bears the sole risk of loss or damage that may result from changes to the Mission database made by or on behalf of the Customer, and that such changes may prevent or impair the ability of the Mission monitoring and notification system from providing timely and successful notifications of detected events to Customer's designated destinations. Customer agrees to test the system(s) on a regular basis to ensure that they are working properly.
  - Customer must provide its own on-site installation and maintenance services. Customer agrees to test all analog and digital input alarms on a regular basis (no less than every six months) and ensure that each alarm point successfully sends alarm transmissions to Mission and that the Mission notification services accurately and completely notify all the Customer's intended recipients. If any real or perceived failures occur, the Customer shall notify Mission immediately in writing of such failures. Mission shall use commercially reasonable efforts to resolve the failures noted in the writing delivered to Mission by Customer, but in no case will Mission be obligated to travel to the Customer's premises to perform diagnostics or corrective actions.
- Carrier Services.**
  - Customer understands and agrees that Mission makes no representations, promises, warranties, or guarantees that there will be no interruptions in service or delays in performing service, or as to the quality, usefulness, completeness and reliability of such service, and further that Mission provides no assurances that such service will be free of errors. Customer acknowledges that Mission utilizes wireless data services that may be provided by ATT, Verizon, Sprint-Nextel, Rogers Communications, T-Mobile and various participating carriers, and that such providers disclaim any and all liability arising from the Customer's use of Mission's products and services. Customer further understands that Mission has no control of, or responsibility for, the paging, cellular, radio, telephone, internet or other communication medium which the Customer may rely upon for delivery of alarm or other messages sent by Mission.
  - Customer understands and agrees that it has no contractual relationship with the underlying wireless service carrier and Customer is not a third party beneficiary of any agreement between Mission and underlying carrier. Customer understands and agrees that the underlying carrier shall have no legal, equitable, or other liability of any kind to Customer. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy against Mission for claims arising in any way in connection with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, is limited to payment of damages as described in 4.c.
  - Customer shall indemnify and hold harmless the underlying wireless service carrier and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with this Agreement or the use, failure to use, or inability to use the number except where the claims result from the underlying carrier's gross negligence or willful misconduct. This indemnity shall survive the termination of the Agreement.

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- d. Customer has no property right in any number assigned to it, and understands that any such number can be changed from time to time.
- e. Customer understands and agrees that Mission and the underlying carrier cannot guarantee the security of wireless transmissions, and will not be liable for any loss of security relating to the use of the service.
- f. The service is for Customer's use only and Customer may not resell the service to any other party.
4. **Customer Indemnification; Limitation of Liability.** Customer agrees that in further consideration of being granted the right to utilize Mission's monitoring and notification service, the Customer, on behalf of itself, and any employees and agents agrees:
- a. To indemnify, defend and hold Mission, its members, managers, directors, officers, employees, agents, suppliers or affiliated companies harmless against any and all claims, demands or actions based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including without limitation, attorneys' fees and court costs, that may result from the operation of Mission's products and services, or from the failure of the Mission system to report a given event or condition.
- b. To release, waive, discharge and covenant not to sue Mission, its members, managers directors, officers, employees, agents, suppliers or affiliated companies harmless from any and all liabilities arising from any claim, demand or action based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including without limitation, attorneys' fees and court costs, that may result from operation of Mission's products and services, or from the failure of the Mission system to report a given event or condition.
- c. That in the event Mission is found to be liable for any loss or damage arising out of negligence, mistakes, omissions, interruptions, delays, errors or defects in Mission's products or services, such liability shall not exceed the total amount paid by the Customer to Mission for Mission's services for the previous six (6) months or \$250.00, whichever is greater.
- d. That neither Mission nor its members, managers, directors, officers, employees, or agents is an insurer and that the Customer is to maintain its own insurance coverage sufficient to provide compensation for any loss, damage, or expense that may arise in connection with the use of Mission's products or services.
- e. Customer understands that the Mission system records notification phone calls, and tracks originating IP address of site access.
5. **Limited Warranty.** Mission warrants that its products are free from defects in material and workmanship for the periods set forth in the respective product sales information. Mission's sole obligation under this limited warranty is to repair or replace the product, at Mission's option, unless the product has been misused or improperly repaired or serviced by any party other than authorized Mission personnel, in which case the limited warranty is voided. Other than this limited warranty, Mission's products and services are provided with no other warranties, express or implied, including any WARRANTIES OF MERCHANTABILITY or fitness for a particular purpose.
6. **No Life Safety Use.** Mission's products and services are intended to monitor and notify Customer of events relating only to Customer's noncritical mechanical and electrical equipment, and are not intended to be used for life-safety, burglary or fire detection and reporting or control system and Customer hereby expressly agrees that under no circumstances shall it use Mission's products and services for any life-safety, burglary or fire detection and reporting or control system uses whatsoever. Customer hereby indemnifies, defends and agrees to hold Mission, its members, managers, directors, officers, employees, agents, suppliers or affiliated companies harmless against any and all claims, demands or actions based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including, without limitation, attorneys' fees and court costs that may result from Customer's breach of this Paragraph 6.
7. **Relay or Output Control.** In the case that Customer chooses to utilize the Mission system to perform manual or automatic (as may be provided by Mission at the time) relay or output control for pump, well, valve or any related application, Customer agrees that Mission performs this service on a best efforts basis only. Mission recommends that Customer not rely on Mission solely for the control of remote relay activated devices and that Customer should make provision for alternate means of remotely or locally operating said controls. Mission strongly recommends that Customer make electrical or mechanical provisions at the remotely controlled site equipment that will properly control said remote relay control functions. Customer understands and acknowledges that there are other providers of such remote control technologies.
8. **Hardware and Monitoring Fees.** Customer agrees to pay Mission for hardware and a monitoring fee, which fee is to be prepaid on an annual basis, as indicated in Customer's Invoice. The first annual service fee and hardware costs are to be paid within 30 days from the date of shipment of the Mission hardware. Annual service activation will commence on the 30th day after purchase. If the Customer has not installed units at this time, it may request reasonable additional time to install units prior to annual service commencement. This activation is totally at the discretion of Mission. Units ordered that will not be installed immediately should be ordered as inactive so as to avoid unnecessary loss of service on the Customer's part. After the expiration of the initial one-year term, this Agreement shall automatically renew for additional one-year periods, unless cancelled by written notice to Mission at least sixty (60) days prior to expiration date of the then current term. Units added in subsequent years will be initially billed at the then current annual service price as published in the current Mission price list or at the price initially invoiced the Customer, whichever is greater. Once a field RTU is in service, Mission shall not increase that device's annual monitoring fee by more than an amount equal to the annual percentage increase in the United States Bureau of Labor Statistics "Consumer Price Index." Mission shall have the right to increase the annual monitoring fee annually or, in the event it does not do so annually, it may at any time increase the annual monitoring fee by the cumulative percentage increase in the Consumer Price Index from either the initial service date or the last date that Mission so increased the annual monitoring fee, in either case, to the then date of adjustment. This annual service pricing policy shall apply to all makes and models of Mission hardware and services.
9. **Use of Mission's Products.** The Customer understands the intended uses of Mission's products and services and will ensure that they are used in the intended and safe manner. In the event of a malfunctioning unit and after notification to Customer and attempting to rectify the situation, Mission shall have the right to take the unit out of service and keep it out of service until such time as the malfunction has been remedied. In addition, it is agreed that the Customer shall contact Mission personnel if the Customer does not know how to install or operate Mission's products and services.
10. **Consent to Jurisdiction.** Regardless of the place of contracting or performance, this Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Georgia, and that any suit, action or other legal proceeding involving this Agreement shall be brought exclusively within the State or Federal Courts situated in Atlanta, Georgia. Customer hereby irrevocably consents to and submits to the personal jurisdiction of such courts and irrevocably waives any and all defenses inconsistent with this Paragraph.
11. **Entire Agreement.** The parties hereto acknowledge and agree that this Agreement, together with the Mission Business Performance Guarantees set forth in that certain "Managed SCADA document, Literature Code 1-4", as amended from time to time and which by this reference is made an integral part hereof, contain the entire agreement between Mission and the Customer, and that there are no other representations, understandings, promises, or agreements, oral or otherwise, which are not embodied herein or therein. The conditions set forth in this Agreement shall take precedence over any other conditions, and no customary, additional or different provisions or conditions shall be binding on Mission unless accepted by Mission in writing. It is a condition of this transaction between Mission and Customer that any provisions printed or otherwise contained in any purchase order issued by Customer, or any acknowledgment, acceptance, objection, or confirmation of this Agreement issued by Customer, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this Agreement made by Customer, shall have no force or effect. The terms contained herein shall be controlling in the event of any inconsistency with the Customer's purchase order or other communications of Customer.
12. **Reverability.** In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.
13. **Binding Effect; No Assignment by Customer.** This Agreement shall be binding upon each of the parties hereto, together with their respective heirs, successors and permitted assigns. Customer shall have no right to assign any or all of its rights under this Agreement without the prior written consent of Mission.



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CSATU-1210

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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 Mission Communications, LLC [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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\*Alderman Harrison recused himself from the meeting.

**IN RE:        ALLOW CLAIMS**

Upon motion of Alderman Dugger and second of Alderman Walton and upon unanimous vote taken, it was ordered by the Mayor and Board of Aldermen of the City of Batesville, Mississippi that claims numbered 30765-31395(includes the Co-Op) be and the same are hereby approved and allowed, and shall be paid by Warrant drawn on the fund indicated.

\*Alderman Harrison returned to the meeting.

**IN OPEN SESSION**

Alderman Dugger 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 Land, Dugger, Harrison, Morrow and Walton it was ordered that the meeting be closed in order to determine whether or not the Board should declare an executive session.

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**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 Ferrell; Aldermen Land, Dugger, Walton, Morrow and Harrison; City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Assistant City Clerk Shonnah Weaver and Chief of Police Kerry Pittman.

On motion made by Alderman Harrison, seconded by Alderman Land, and unanimously carried upon the affirmative votes of Aldermen Land, Dugger, Harrison, Morrow and Walton it was ordered that the Mayor and Board of Aldermen go into executive session in order to discuss personnel matters in the Police Department and Fire Department; economic development; litigation and security issues.

**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 and Fire Department; economic development; litigation and security issues 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 Land, Dugger, Walton, Morrow and Harrison; City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Assistant City Clerk Shonnah Weaver and Chief of Police Kerry Pittman.

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### **IN EXECUTIVE SESSION**

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

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

There next came on for discussion the personnel matter in the Fire Department. (Fire Chief Tim Taylor was present during this part of discussion.)

There next came on for discussion the economic development matter. (Robbie Haley of Panola Partnership was present for this part of discussion.)

There next came on for discussion the litigation matters.

There next came on for discussion the security issue.

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

### **IN OPEN MEETING**

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

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**IN RE:           APPROVAL OF PROMOTION - POLICE DEPARTMENT**

Upon motion of Alderman Land and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Steven Collins be and he is hereby promoted to Sergeant with a \$2.00 per hour salary increase, effective July 14, 2022.

**IN RE:           PERSONNEL MATTER - FIRE DEPARTMENT**

Fire Chief Tim Taylor informed the Mayor and Board of Alderman of an incident that occurred on June 15, 2022, regarding a fireman that caused damage to someone's personal property.

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, the Mayor and Board of Aldermen authorized payment in the amount of \$3,825.00 (\$3,650.00 - concrete drive & \$175.00 - irrigation) as settlement of the claim due to the fireman's reckless disregard.

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**IN RE:        TIDWELL APPEAL**

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

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**IN RE:        SECURITY ISSUE - CITY HALL**

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that Legal Department be and they are hereby directed to prepare a policy or ordinance in regards to videoing/photographing within City Hall.

\*Note: No action was taken on the economic development matter.

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

1. Chief Building Official Andy Berryhill provided copies of the monthly inspection list and the complaint list for June 2022 as well as the Planning Commission meeting minutes for June 20, 2022, and June 27, 2022, to the Mayor and Board of Aldermen.
2. Alderman Stan Harrison requested that Public Works Director David Karr place three (3) additional trash cans on the Downtown Square.

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Upon motion duly made and seconded, the meeting was adjourned to reconvene at 2:00 o'clock p.m., Tuesday, July 19<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 adjourned meeting has been posted in the City Hall and a copy of said notice follows these minutes.

\_\_\_\_\_  
Mayor

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

JULY 5, 2022

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

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The adjourned 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 19<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.