

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

REGULAR MEETING

SEPTEMBER 5, 2023

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 of September, being the 5th day of September 2023, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Stan Harrison, Dennis Land, Bill Dugger, Bobby Walton and Teddy Morrow. Also present were: City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford; Greg Smith of Mendrop Engineering Resources; Chief Building Official Andy Berryhill; Fire Chief Tim Taylor; Deputy Chief David Tarver; Parks and Recreation Director Heath Fullilove; Civic Center Director Rodney Holley and Assistant City Clerk Shonnah Weaver.

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

IN RE: APPROVAL OF AGENDA

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, the agenda of September 5, 2023, was approved.

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SEPTEMBER 5, 2023

CITY OF BATESVILLE BOARD MEETING

SEPTEMBER 5, 2023

2:00 P.M. | CITY HALL

AGENDA

1. **CALL TO ORDER:** Mayor Hal Ferrell
2. **INVOCATION:** Joe May
3. **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, and pursuant to Order adopted March 23, 2023, you must sign the sign-in sheet with a complete address."
4. **APPROVE AGENDA**
 - a. September 5, 2023
5. **APPROVE MINUTES OF PRIOR MEETINGS**
 - a. Regular Meeting – August 15, 2023
 - b. Adjourned Meeting – August 18, 2023
 - c. Adjourned Meeting – August 29, 2023
6. **CONSENT AGENDA**
 - a. Approval for Susan Berryhill and Shonnah Weaver to attend the 2023 Fall Municipal Clerk Conference in Tupelo, Mississippi, October 18-20, 2023, with expenses paid/reimbursed by the City.
 - b. Approval for Carolyn Andrews to attend Instructor Development Course in Moorehead, Mississippi, September 11-14, 2023, with expenses paid/reimbursed by the City.
 - c. Approval for Austin Beavers and Cameron LaCook to attend the Fire Service Instructor I-II class at the Mississippi Fire Academy October 8-19, 2023, with expenses paid/reimbursed by the City.
7. **PAY REQUEST AGENDA**
 - a. Approval of payment of pay application no. 2 in the amount of \$105,920.25 to be made to Whitfield Electric Co., Inc. in connection with the Batesville Civic Center Lighting project.
 - b. Approval to issue payment to Century Construction in the amount of \$120,550.99 for the City's portion of Pay Application #28 in connection with the Concourse.

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- c. Approval to issue payment to Unmanned Systems Group in the amount of \$39,995.00 for the drone to be used by the Batesville Police Department.
- d. Approval to issue payment to Landers CDJR in the amount of \$35,622.00 in connection with the vehicle purchased for use by the Gas Department.

8. HUMAN RESOURCES

- a. Approval to offer employment to a potential employee in the Wastewater Treatment Plant at a pay rate of \$20.00 per hour, contingent upon him accepting said offer and undergoing a medical, exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of said employment expires on September 18, 2023, at midnight if not accepted.
- b. Approval to appoint Ryley Boyero Municipal Court Clerk and appoint Mackenzie Johnson Assistant Municipal Court Clerk with no change in pay rate.
- c. Approval for outside employment, as per city policy, for Ebony Galmore, Carolyn Andrews and Shameda Wilbourn to work part-time for The University of Mississippi with no use of city equipment.
- d. Approval to accept the resignation of Dispatcher Melanie Butler, effective August 25, 2023.
- e. Approval to accept the resignation of William Dickson from the Batesville Police Department, effective September 3, 2023.

9. VISITORS

- a. Ronnie Coleman
- b. Erica Partee
- c. Belinda Weems & Leigha Ellis
- d. Shalonda Ford & Mississippi Raiders owners

10. 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

11. PUBLIC HEARINGS – 3:00 P.M.

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REPORT OF DEPARTMENT HEADS**12. CHIEF BUILDING OFFICIAL – ANDY BERRYHILL**

- a. Monthly inspection/complaint list
- b. Planning Commission Minutes 8/28/2023
- c. Cost & Penalty for cleaning of 115 Holly Cove
- d. Downtown Business District Use Permit – Grant Goforth & Boyce Crowell – 109 Public Square for an office use
- e. Set clean-up hearings as needed
- f. Set Public Hearings as needed
 - Jacks' Family Restaurant – variance request

13. CHIEF OF POLICE – KERRY PITTMAN

- a. Approval to sign the agreement between the Mississippi Transportation Commission and the City of Batesville Police Department – automatic license plate reader and other permanently mounted law enforcement devices on MDOT right-of-way.
- b. Surplus property – 2014 Chevrolet Tahoe and sell on govdeals.com

14. CITY ATTORNEY – COLMON MITCHELL**15. CITY CLERK – SUSAN BERRYHILL****16. FIRE CHIEF – TIM TAYLOR**

- a. Monthly reports

17. CIVIC CENTER DIRECTOR – RODNEY HOLLEY

- a. Elevator - \$5,570.24 (safety test)
- b. Memphis Kennel Club – RV park (dog limit)

18. PUBLIC WORKS DIRECTOR – DAVID KARR

- a. Landscape specifications and request to obtain quotes
- b. Trussell Park and Patton Lane Park security
- c. Discuss request for events to be held at Patton Lane and Trussell Parks

19. ALLOW CLAIMS: 39373-40152 (includes The Co-Op)**20. OTHER MATTERS BY MAYOR OR ALDERMAN:**

- a. Alderman Harrison – petition – Eureka Street

21. EXECUTIVE SESSION**22. ADJOURNMENT**

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IN RE: APPROVAL OF MINUTES

Upon motion of Alderman Dugger and second of Alderman Land and upon unanimous vote taken, the minutes of the August 15, 2023, regular meeting, and the minutes of the August 18, 2023, and the August 29, 2023, adjourned meetings, were approved.

IN RE: SIGNATURE SHEET FOR MEETING OF SEPTEMBER 5, 2023

Board Meeting
September 5, 2023
Signature Sheet

<u>Tom Whithier</u> Please print name clearly	<u>1098 Lakewood Dr. Batesville</u> Street Address, City, Zip
<u>Mary Bean</u> Please print name clearly	<u>1125 Shiloh Rd. Courtland 38620</u> Street Address, City, Zip
<u>James & Tamie Germany</u> Please print name clearly	<u>148 DuKlein Dr. Batesville, MS 38606</u> Street Address, City, Zip
<u>Rebecca Stevens</u> Please print name clearly	<u>P.O. Box 360 Batesville, MS 38606</u> Street Address, City, Zip
<u>Andy Beasley</u> Please print name clearly	<u>146 Public Sq. Batesville, MS</u> Street Address, City, Zip
<u>Kerry Pittman</u> Please print name clearly	<u>106 College St. Batesville, MS</u> Street Address, City, Zip
<u>Dawnie Coleman</u> Please print name clearly	<u>3805 Hwy 51 S. Poplar, MS. 38652</u> Street Address, City, Zip
<u>Leigha Ellis</u> Please print name clearly	<u>P.O. Box 361 Batesville, MS 38606</u> Street Address, City, Zip
<u>Tricia Smith</u> Please print name clearly	<u>110 Redbud</u> Street Address, City, Zip
<u>Dawnie Jones</u> Please print name clearly	<u>106 Hickory Ln. Batesville, MS</u> Street Address, City, Zip
<u>David Jarvis</u> Please print name clearly	<u>130 Van Voris</u> Street Address, City, Zip
<u>Leanne Hite</u> Please print name clearly	<u>290 Civic Dr. Batesville, MS 38606</u> Street Address, City, Zip
<u>Greg Smith</u> Please print name clearly	<u>2595 County Hwy 19 Sardis MS</u> Street Address, City, Zip
<u>Leann Fullilove</u> Please print name clearly	<u>265 Starwood Pl. Batesville, MS 38606</u> Street Address, City, Zip
<u>Tim Taylor</u> Please print name clearly	<u>132 LaVarris Ln. MS</u> Street Address, City, Zip
<u>Boyce Lewis</u> Please print name clearly	<u>428 Hwy 15. Vilene MS</u> Street Address, City, Zip
<u>Jonathan Garner</u> Please print name clearly	<u>2910 Woodlark Dr. Batesville, MS</u> Street Address, City, Zip
<u>Erica Partee</u> Please print name clearly	<u>16247 Hwy 315 N. Sardis MS</u> Street Address, City, Zip
<u>Danielle Dugan</u> Please print name clearly	<u>NDPDD</u> Street Address, City, Zip
<u>Sharonka Ford</u> Please print name clearly	<u>Street Address, City, Zip</u>
<u>Joe Aver</u> Please print name clearly	<u>1801 A Park</u> Street Address, City, Zip

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IN RE: APPROVAL OF CONSENT AGENDA

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

- a. Approval for Susan Berryhill and Shannah Weaver to attend the 2023 Fall Municipal Clerk Conference in Tupelo, Mississippi, October 18-20, 2023, with expenses paid/reimbursed by the City.
- b. Approval for Carolyn Andrews to attend Instructor Development Course in Moorehead, Mississippi, September 11-14, 2023, with expenses paid/reimbursed by the City.
- c. Approval for Austin Beavers and Cameron LaCook to attend the Fire Service Instructor I-II class at the Mississippi Fire Academy October 8-19, 2023, with expenses paid/reimbursed by the City.

IN RE: APPROVAL OF PAY REQUEST AGENDA

Upon motion of Alderman Morrow and second of Alderman Harrison 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:

- a. Approval of payment of pay application no. 2 in the amount of \$105,920.25 to be made to Whitfield Electric Co., Inc. in connection with the Batesville Civic Center Lighting project.
- b. Approval to issue payment to Century Construction in the amount of \$120,550.99 for the City's portion of Pay Application #28 in connection with the Concourse.
- c. Approval to issue payment to Unmanned Systems Group in the amount of \$39,995.00 for the drone to be used by the Batesville Police Department.
- d. Approval to issue payment to Landers CDJR in the amount of \$35,622.00 in connection with the vehicle purchased for use by the Gas Department.

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IN RE: APPROVAL OF HUMAN RESOURCES 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 human resources agenda be and they are hereby approved:

- a. Approval to offer employment to a potential employee in the Wastewater Treatment Plant at a pay rate of \$20.00 per hour, contingent upon him accepting said offer and undergoing a medical, exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of said employment expires on September 18, 2023, at midnight if not accepted.
- b. Approval to appoint Ryley Boyero Municipal Court Clerk and appoint Mackenzie Johnson Assistant Municipal Court Clerk with no change in pay rate.
- c. Approval for outside employment, as per city policy, for Ebony Galmore, Carolyn Andrews and Shameda Wilbourn to work part-time for The University of Mississippi with no use of city equipment.
- d. Approval to accept the resignation of Dispatcher Melanie Butler, effective August 25, 2023.
- e. Approval to accept the resignation of William Dickson from the Batesville Police Department, effective September 3, 2023.

IN RE: AUTISM WALK

The Mayor recognized Erica Partee who appeared before the Mayor and Board of Aldermen requesting permission to host an autism walk/run on Saturday, November 11, 2023, in the Lakewood area.

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

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IN RE: DRAINAGE ISSUES – BATESVILLE MOUNDS

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that a letter be written over the Mayor's signature to the U.S. Army Corps of Engineers requesting assistance with the drainage issues at the Batesville Mounds.

IN RE: PAVILION PROJECT – BATESVILLE MOUNDS

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that letters be written to the six (6) tribes (Tribal Government) regarding the pavilion project at the Batesville Mounds.

IN RE: MARTIN LUTHER KING, JR. SEWER PROJECT

Upon motion of Alderman Morrow and second of Alderman Dugger and upon unanimous vote taken, it was ordered that the plans and specifications, in connection with the Martin Luther King, Jr. Sewer Project, be and they hereby approved. A copy of said plans and specifications are on file in the Office of the City Clerk.

IN RE: APPROVAL TO ADVERTISE – MARTIN LUTHER KING, JR. SEWER PROJECT

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered 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 bids for the Martin Luther King, Jr. Sewer Project, at City Hall, 103 College Street Batesville, Mississippi. The Mayor and Board of Aldermen reserves the right to reject any and all bids.

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IN RE: COST AND PENALTY – 115 HOLLY COVE

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

RESOLUTION

WHEREAS, on the 1st day of August 2023, the Mayor and Board of Aldermen of the City of Batesville held a hearing pursuant to Sec 21-19-11 of the Mississippi Code of 1972, as amended, after due notice thereof to owner of the hereinafter described real property in the manner and for the time prescribed by law; and

WHEREAS, Ryan and Tammy Jones is the owner of the said real property and has been such owner at all times pertinent to these proceedings; and

WHEREAS, at said hearing the said property was determined to be in such a state of uncleanliness as to be a menace to the public health, welfare and safety of the community; and

WHEREAS, the owner of the property did not clean the property and the City proceeded to clean the property on the 16th day of August 2023, by the use of city employees; and

WHEREAS, the actual cost of cleaning the property was the sum of \$1,089.16 said cost being the cost to the city of using its own employees to do the work; and

WHEREAS, the City desires to adjudicate the actual cost of cleaning the property and to impose a penalty of \$1,500.00 to provide for the collection of same.

NOW, THEREFORE, be it resolved as follows:

1. That the actual cost of cleaning the hereinafter described real property was the sum of \$1,089.16.
2. That a penalty shall be and the same is hereby imposed in an amount of \$1,500.00.
3. That the total amount of the actual cost and said penalty is the sum of \$2,589.16 and the same shall constitute an assessment and a lien against the said property and the City Clerk shall cause the same to be enrolled in the Office of the Chancery Clerk of Panola County, at the Panola County Courthouse in Batesville, Mississippi, as other judgments are enrolled and the same shall also be placed on the ad valorem tax records and the property shall be sold by the Panola County Tax Assessor and Collector if not paid as provided by law and the City Clerk shall so advise said Panola County Tax Assessor and Collector.
4. That the real property which is the subject of this Resolution is located at 115 Holly Cove in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is more particularly described as follows, to wit:

Parcel Number as shown in the Office of the Panola County Tax Assessor and Collector: 3183K0002101 0001500,
Lot 15 Magnolia Estates S/D SL 102/A, (68.9x84.3 IRR),
Section 8, Township 9, Range 7 recorded in Deed Book C9 at
Page 609 in the Batesville Office of the Chancery Clerk of
Panola County, Mississippi

RESOLVED, this the 5th day of September, 2023, by the Mayor and Board of Aldermen, City of Batesville, Mississippi.

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IN RE: DOWNTOWN BUSINESS DISTRICT USE PERMIT – 109 PUBLIC SQUARE

Chief Building Official Andy Berryhill presented a Downtown Business District Mayor and Board of Aldermen Use Permit made by Grant Goforth and Boyce Crowell, that was recommended by the Planning Commission, for use #3.110 – office use.

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.

IN RE: SET CLEANUP HEARING – ERNEST LEVI GARNER III

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

RESOLUTION SETTING PUBLIC HEARING

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

Ernest Levi Garner III – 19776 Highway 6 East

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Aldermen of the City of Batesville will conduct a hearing at City Hall on the 3rd day of October, 2023, at 3:00 p.m. to determine if said property is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and that notice of such hearing be given to the owners in the manner and for the time required by law.

RESOLVED this the 5th day of September, 2023.

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IN RE: SET PUBLIC HEARING – VARIANCE – JACK'S FAMILY RESTAURANT

Upon motion of Alderman Harrison and second of Alderman Walton 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, Jack's Family Restaurant 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 Jack's Family Restaurant requests a variance from the minimum required parking spaces from 36 spaces to 30 spaces. Said property is located at 696 MS-6 East in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is described as:

Parcel # 3185C0006000 20000300
LOT (165X200) PT NE 1/4 NE 1/4
UNPLATTED LAND 16-9-7
696 MS-6 East

and

WHEREAS, said will be reviewed by the Planning Commission of the City of Batesville at their meeting to be held on August 28, 2023,

and

NOW, THEREFORE, BE IT ORDERED that on the 19th day of September 2023, 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: APPROVAL TO SIGN AGREEMENT – MISSISSIPPI TRANSPORTATION COMMISSION

Upon motion of Alderman Dugger and second of Alderman Land and upon unanimous vote taken, it was ordered that Chief of Police Kerry Pittman be and he is hereby authorized to sign the agreement between the Mississippi Transportation Commission and the City of Batesville, 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, in connection with the automatic license plate readers or other permanently mounted law enforcement devices placed on Mississippi Department of Transportation rights-of-ways:

**MÉMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND**

**of _____, MISSISSIPPI
(List the Municipal, County, or State Agency)**

This Memorandum of Understanding (“Agreement”) is made and entered into by and between the Mississippi Transportation Commission (“COMMISSION”), a body corporate of the State of Mississippi, acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation (“MDOT”), and the _____ (“Local Agency”), effective as of the date of latest execution below.

WITNESSTH:

WHEREAS, the COMMISSION, through MDOT, is charged with the construction and maintenance of the State Highway System; and

WHEREAS, pursuant to Section 65-1-8 of the Miss. Code Ann. (1972), the COMMISSION is further charged with making proper and reasonable rules and regulations for the removal of any form of obstruction from the public rights-of-way, and reserves the authority to remove any and all unauthorized obstructions from said rights-of-way; and

WHEREAS, the Local Agency is a duly-elected or appointed governmental organization for the above-named jurisdiction and is responsible for the placement and maintenance of Automatic License Plate Readers (ALPR) or other permanently mounted law enforcement devices including but not limited to those provided through the Department of Homeland Security; and

WHEREAS, the Local Agency is desirous of placing a ALPR on MDOT rights-of-way and agrees to assume all responsibility for the safety of its employees and/or agents working within said rights-of-way; and

WHEREAS, the COMMISSION is a body corporate under the laws of the State of Mississippi, and is authorized to enter into this Agreement under the provisions of Section 65-1-8 of the Miss. Code Ann. (1972), and the Local Agency and the COMMISSION desire to set forth more fully the understandings of the parties by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the stated premises and of the mutual promises contained herein, the Local Agency and COMMISSION do agree as follows:

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI**SEPTEMBER 5, 2023****I. DUTIES AND RESPONSIBILITIES****A. THE LOCAL AGENCY:**

1. Provide MDOT through the District Office with all required permit documents that include but are not limited to the following:
 - a. Provide MDOT with half-scale plans signed by a licensed professional Engineer in the State of Mississippi depicting all aspects of the ALPR hardware proposed for installation including a separate electrical power source and separate cabinet installation;
 - b. Provide MDOT with a Traffic Control Plan as well as administer the placement of all temporary traffic control devices in accordance with Part 6 of the Manual On Uniform Traffic Control Devices (MUTCD) that are necessary for the work within the right of way necessary for the installation, repair, or removal of the ALPR;
2. Notify the MDOT designee in writing within a minimum of one (1) week prior to installation or removal of an ALPR in order to coordinate MDOT's inspection of the work;

B. THE COMMISSION:

1. Upon notification from the Local Agency of an intended installation of an ALPR, MDOT District personnel, upon consultation with the appropriate MDOT support Divisions, will advise the Local Agency designee as to any safety or operational or roadway infrastructure concerns that may result in required actions to be taken by the Local Agency to mitigate these concerns or the denial of the ALPR at the requested location if the identified concerns cannot be mitigated;
2. Inspect as directed, installation, repair, and removal activities for the ALPR;
3. Verify proper placement of all traffic control devices as soon as practical; and
4. Designate an MDOT employee as the point of contact to receive notifications of installation, repair, or removal activities by the Local Agency.

II. NOTICE AND DESIGNATED AGENTS

The COMMISSION executes its orders and directives through MDOT. All notices and correspondence with the COMMISSION shall be directed to the designated agent shown below. Similarly, all notices and correspondence with the Local Agency shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated

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agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this Agreement. The designated agents for the parties are:

COMMISSION:

Local Agency:

Telephone:

Telephone:

Facsimile:

Facsimile:

III. GENERAL PROVISIONS

1. The relationship of the Local Agency to the COMMISSION is that of an independent contractor, and the Local Agency covenants and agrees that it and its employees will neither hold themselves out as, or claim to be, officers or employees of the COMMISSION or MDOT by reason hereof. The Local Agency and its employees and officials will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the COMMISSION or MDOT, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or any form of tax withholding.
2. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act, codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the Local Agency and every contractor or subcontractor employed by the Local Agency shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.
3. The COMMISSION shall not be a party to any contract or subcontract entered into by the Local Agency, other than this Agreement.

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4. The ALPR shall remain the sole and exclusive property of the Local Agency. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to the ALPR to the COMMISSION or MDOT or any person or entity not a signatory hereto except as described in this Agreement.

IV. AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties.

V. SEVERABILITY

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VI. TERMINATION OF AGREEMENT

This Agreement may be immediately terminated upon the written notification by the Executive Director of MDOT to the Local Agency authorized designee.

VII. LIABILITY

The COMMISSION in executing this Agreement shall not be held responsible for any damage, which may be caused or inadvertently done to the ALPR regardless of the source or cause of any such damage. The Local Agency agrees to assume and accepts all responsibility for the safety of the traveling public during installation, removal, and maintenance of the ALPR and/or any and all traffic control devices described under this Agreement.

The Local Agency does hereby covenant and agree to indemnify and hold harmless the COMMISSION and MDOT from and against any claims, actions, suits, causes, or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the Local Agency, or any servants, agents or employees of the Local Agency in the installation, repair, or removal of the ALPR as well as any and all traffic control devices described in the Agreement.

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VIII. AUTHORITY TO CONTRACT

The undersigned hereby execute this Memorandum of Understanding and assure that the authority to execute this Agreement has been granted by the appropriate governing bodies.

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 20 ____.

THE LOCAL AGENCY

By: _____
 (*Insert Title*)

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 20 ____.

**MISSISSIPPI TRANSPORTATION
 COMMISSION, by and through the duly
 authorized Executive Director**

Brad White, Executive Director
 Mississippi Department of Transportation
 Book _____ Page _____

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 the Mississippi Transportation Commission [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 attorney's 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.

CITY OF BATESVILLE, MISSISSIPPI

By: _____
 KERRY PITTMAN, CHIEF OF POLICE

**MISSISSIPPI TRANSPORTATION
 COMMISSION**

By: _____

(Print Name and Title)

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

IN RE: SURPLUS PROPERTY - POLICE DEPARTMENT

On motion made by Alderman Harrison, second by Alderman Morrow and unanimously carried upon a vote being taken there, the following Resolution was adopted:

RESOLUTION

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

2014 Chevrolet Tahoe – VIN 1GNLC2E00ER174489 (mileage 124,731)

IN RE: RATIFY AND CONFIRM – WAIVE DEED REQUIREMENT

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, the Board ratified and confirmed action taken concerning waiving the deed requirement in connection with the policy to have City utility services turned on for Boyce Crowell.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

IN RE: ELEVATOR REPAIR WORK – CIVIC CENTER

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that TK Elevator Corporation be and they are hereby authorized to perform the necessary work on the equipment for the amount of \$5,570.24 (payable in two installments – initial progress payment \$2,785.12 & total due upon completion \$2,785.12), as listed in the “Scope of Work”, 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:

Repair Work Order**Batesville Civic Center**

July 31, 2023

Purchaser: Batesville Civic Center	Location: Batesville Civic Center
Address: 290 Civic Center Dr	Address: 290 Civic Center Dr
Batesville, MS 38606-7672	Batesville, MS 38606-7672

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Five Thousand Five Hundred Seventy Dollars and Twenty Four Cents (\$5,570.24)** plus any applicable sales or excise tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator ONLY	Description	Repair category
	Safety Test	Safety

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1.

We appreciate your consideration.

Regards,

Patrick Somers
TK Elevator Corporation
1650 Shelby Oaks Dr N Ste 6
Memphis TN 38134
patrick.somers@tkelevator.com |+1

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

Repair Work Order

**Scope of Work****Rupture Valve Test**

Perform 5-year overspeed valve test per ANSI A17.1 2010 Section 8.6.5.16 on one (1) hydraulic passenger elevator as per state code. Work to be scheduled in advance and performed during the normal working hours of the elevator industry (Monday-Friday 8:00am-4:00pm)

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$5,570.24
Estimated tax:	7.0000	\$389.92
Estimated contract price:		\$5,960.16
Initial progress payment:	(50%)	\$2,980.08
Total due upon completion:	(50%)	\$2,980.08

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that which remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above to Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

In the event that this Work Order includes a safety test of any type or kind TK Elevator shall not be responsible for any damage to the equipment that is the subject matter of the test or the associated building structure, any of its contents or its appurtenances and Purchaser fully releases TK Elevator from all such damage.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same. In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

Repair Work Order

**Acceptance**

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Batesville Civic Center
(Purchaser):

TK Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)

By:

(Signature of Branch Representative)

(Print or Type Name)

James Van Frank
Branch Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

Please contact _____ to schedule work at the following phone number _____

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

REPAIR DOWN PAYMENT REQUEST
Contract Number: US159516

Batesville Civic Center
290 Civic Center Dr
Batesville MS, 38606-7672

Date	Terms	Reference ID	Customer Reference # / PO
July 31, 2023	Immediate	ACIA-24BOPMO	
		Total Contract Price:	\$5,570.24
		Estimated Tax:	7.0000 \$389.92
		Estimated Invoice Amount (Incl. of taxes)	\$5,960.16
		Down Payment:	(50%) \$2,980.08

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1. To make a payment by phone, please call 972-963-5274 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	Batesville Civic Center	Remit To:
Location Name:	Batesville Civic Center	TK Elevator PO Box 3796 Carol Stream, IL 60132-3796
Customer Number:	83291	
Quote Number:	2023-2-1552092	
Reference ID:	ACIA-24BOPMO	
Remittance Amount:	\$2,980.08	

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

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 the TK Elevator Corporation [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 attorney's 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.

CITY OF BATESVILLE, MISSISSIPPI

By: _____
Hal Ferrell, Mayor

TK ELEVATOR CORPORATION

By: _____
(Print Name and Title)**IN RE: DOG DAYS OF SUMMER EVENT 2024**

Upon motion of Alderman Dugger and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the limit of two (2) dogs allowed in the RV park located at the Batesville Civic Center be and it is hereby waived during the Memphis Kennel Club Dog Days of Summer event to be held June 19-23, 2024, at the Batesville Civic Center.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

IN RE: LANDSCAPE SPECIFICATIONS

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the following specifications for landscaping in various locations in the City be and they are hereby approved and further ordered that quotes be obtained in regards to said specifications:

City of Batesville**Request for Quotes for City Landscaping and Maintenance**

Landscape Management Proposal Price includes all labor, materials, and equipment needed to satisfy all requirements set forth in the provided *Landscape Maintenance Specifications*.

Proposed service summary is as follows:

- **Basic Maintenance Services**
 - Mow 28 times per year **Library, City Hall, Downtown Square, Police Station, Fire/Public Works Building, and Public Works Shop.
 - Edge all curbs, walkways, and hard surface areas
 - Edge all bed edges, tree rings, and soft surface areas
 - Blow any debris from landscape operations from walkways, entrances, curbs, etc.
 - Control bed weeds by hand weeding and herbicides
 - Remove debris (litter and limbs) from turf area during regularly scheduled maintenance operations.
- **Pruning**
 - Downtown Square, City Hall, Police Station, Fire/Public Works Building, Public Works Shop- Prune shrubs throughout season to maintain manicured appearance based on the plant's growth rate.
 - Trim Roses-Flower Bed SE corner on Hwy 6 & Eureka St.
- **Trim Crepe Myrtles each year**
 - Creek Dr, Westmoreland Entrance, and Hwy 6 Median
- **Leaf Cleanup**
 - Remove leaves every other week during winter months.
- **Irrigation Start Up/Shut Down & 3 Audits**
 - A written proposal will be presented before repairs are made.
- **Fertilization & Weed Control**
 - 4 Treatments per year
 - Round 1- Feb/March
 - Round 2- April/May
 - Round 3- June/July
 - Round 4- Oct/Nov
- **Hard Surface Weed Control**
 - Apply non-selective herbicides to control crack weeds in concrete.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

- **Pine Straw**
 - *Includes Materials & Labor on all Aforementioned Sites. Not to include Public Works Shop.
- **Seasonal Color- (2 Times)**
 - Spring & Fall *Includes Labor & Materials
- **Pricing**
 - Should include Annual Investment inclusive of monthly payment options.
 - Should be reflective of a (3) year contract.
 - *The city reserves the right to cancel the contract at the end of the first year, with a 30-day written notice to the contractor.*

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

IN RE: SECURITY – TRUSSELL AND PATTON LANE PARKS

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the following proposal from Wood Security, LLC to offer security at Trussell and Patton Lane Parks for \$17.50 per hour per guard be and it is hereby approved, effective September 7-November 18, 2023, contingent upon the City Clerk receiving a copy of liability coverage and Worker's Compensation. A copy of said proposal is on file in the Office of the City Clerk:

Wood Security, LLC.
PO Box 1413
Oxford, MS 38655
(662) 902-0125

August 30, 2023

City of Batesville
Attn: Heath Fullilove
103 College
Batesville, MS 38606

Re: Security Bid for Trussell Park and Patton Lane Park

Dear Heath:

Wood Security, LLC appreciates the opportunity to provide a quote for your security needs. Wood Security is willing to provide one security guard from 6:30pm – 10:30pm on Monday, Tuesday, Thursday, and Saturday for Patton Lane Park and Trussell Park. The hourly rate for this security service will be \$17.50 per guard. The security guard will be in a marked car with a green security light.

If you have any questions or need further information, please contact me at (662) 902-0125.

Our company provides \$2,000,000 Liability coverage and Worker's Compensation.

SINCERELY,
Patrick Wood
Owner

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

IN RE: TRUNK OR TREAT – TRUSSELL PARK

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the request for the use of Trussell Park for a Trunk or Treat on Saturday, October 28, 2023, from 3:00 p.m.-5:30 p.m. be and it is hereby granted.

IN RE: MOTORCYCLE ROUND UP – PATTON LANE PARK

Upon motion of Alderman Walton and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the request from Terry Townsend of Hope Mentoring for the use of Patton Lane Park for a Motorcycle Round Up on Saturday, September 9, 2023, from 11:00 a.m.-4:00 p.m. be and it is hereby granted.

IN RE: GAS LINE – COOPERATIVE ENERGY

Upon motion of Alderman Dugger and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Public Works Director David Karr be and he is hereby authorized to make the necessary steps needed to repair the gas line at Cooperative Energy if said gas line is the City's property.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

IN RE: APPROVAL TO RESCIND ORDER OF MINUTES -PARKING AT LAUNDRY MAT ON VAN VORIS

Upon motion of Alderman Walton and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the order of the minutes, approving parallel parking at the laundry mat located on Van Voris, adopted on August 15, 2023, recorded in Minute Book G-3 at Page 301, be and it is hereby rescinded.

Alderman Harrison left the meeting

IN RE: ALLOW CLAIMS

On motion made by Alderman Dugger, second by Alderman Walton and unanimously carried upon a vote being taken there, it was ordered by the Mayor and Board of Aldermen of the City of Batesville, Mississippi that claims numbered 39373-40152 (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

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

IN OPEN SESSION

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

IN THE CLOSED MEETING

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

On motion made by Alderman Harrison, seconded by Alderman Dugger, and unanimously carried upon the affirmative votes of Aldermen Land, Walton, Dugger, Morrow and Harrison it was ordered that the Mayor and Board of Aldermen go into executive session in order to discuss the sale of surplus real property, tax increment financing and potential acquisition of real property.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

IN OPEN MEETING

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

IN EXECUTIVE SESSION

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

There came on for discussion the sale of surplus real property. (Panola Partnership Director Joe Azar and Chief Building Official Andy Berryhill were present for this discussion.)

There next came on for discussion the tax increment financing. (Panola Partnership Director Joe Azar and Chief Building Official Andy Berryhill were present for this discussion.)

There next came on for discussion the potential acquisition of real property.

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

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

IN OPEN MEETING

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

*No action was taken on the matters discussed in Executive Session.

OTHER MATTERS COMING BEFORE THE MAYOR AND BOARD FOR DISCUSSION

1. Belinda Weems spoke to the Mayor and Board of Aldermen regarding her Scared Straight program.
2. Shalonda Ford along with the owners of the Mississippi Raiders James and Tamie Germany, spoke to the Mayor and Board of Aldermen regarding their arena football.
3. Chief Building Official Andy Berryhill provided copies of the monthly inspections list, the complaint list and the Planning Commission Minutes of August 28, 2023.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

Pursuant to the recess taken, the meeting of the Mayor and Board of Aldermen of the City of Batesville, Mississippi reconvened at 6:00 p.m. Present in the meeting were the following officers; to wit:

Mayor Hal Ferrell; Aldermen Bill Dugger, Stan Harrison, Teddy Morrow, Bobby Walton and Dennis Land; City Clerk Susan S. Berryhill and City Attorney Colmon Mitchell. Also present were: Chief of Police Kerry Pittman; Assistant Chief of Police George Williford and Assistant City Clerk Shonnah Weaver.

Also present was Kelley Magee.

A quorum being present, the meeting was duly opened by the Mayor and, the following business was taken up.

IN RE: SIGNATURE SHEET FOR BUDGET PUBLIC HEARING OF SEPTEMBER 5, 2023

Budget Meeting
September 5, 2023
Signature Sheet

Kelley Magee
Please print name clearly

101 Pecan Dr Batesville 38606
Street Address, City, Zip

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

IN RE: PUBLIC HEARING - BUDGET AND TAX LEVIES FOR FYE SEPTEMBER 30, 2024
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The Mayor opened the hearing on the proposed budget and proposed tax levies for the fiscal year ending September 30, 2024, the following persons were present:

Mayor Hal Ferrell, Aldermen Bill Dugger, Stan Harrison, Teddy Morrow, Bobby Walton and Dennis Land. Also present were: City Clerk Susan S. Berryhill; City Attorney Colmon Mitchel; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford; Assistant City Clerk Shonnah Weaver and Kelley Magee.

An overview of the budget and tax levies was provided for the fiscal year ending September 30, 2024.

The Mayor concluded the public hearing.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

IN RE: SET TAX LEVIES

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BATESVILLE, PANOLA COUNTY, MISSISSIPPI FIXING THE RATE OF TAXES LEVIED FOR THE FISCAL YEAR 2023-2024 ALL TAXABLE PROPERTY IN THE MUNICIPAL CORPORATE LIMITS OF THE CITY OF BATESVILLE, PANOLA COUNTY, MISSISSIPPI, AS AUTHORIZED BY LAW

Be It Resolved by the Mayor and Board of Aldermen of the City of Batesville, Panola County, Mississippi, that the tax rate authorized to be collected on all taxable property in the municipal corporate limits of the City of Batesville, Panola County, Mississippi, is as follows:

For GENERAL purposes and GENERAL improvements there is hereby levied, fixed, and authorized by Section 27-39-307 of the Mississippi Code Annotated (1972), as amended to be collected, 34.30 mills on the dollar of the assessed valuation on all the taxable property in the corporate limits of the City of Batesville.

For PUBLIC FACILITIES BOND AND INTEREST there is hereby levied, fixed and authorized by Section 21-33-87 of the Mississippi Code Annotated (1972), as amended to be collected, 3.50 mills on the dollar of the assessed valuation on all the taxable property in the corporate limits of the City of Batesville.

RESOLVED, this the 5th day of September, 2023.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 10:00 o'clock a.m., Thursday, September 7, 2023, at the City Hall at 103 College Street, Batesville, Mississippi.

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

Mayor

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

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI

SEPTEMBER 5, 2023

NOTICE OF PLACE, DATE, HOUR AND SUBJECT MATTER

OF A REGULAR MEETING OF THE MAYOR AND

BOARD OF ALDERMEN OF THE CITY OF BATESVILLE, MISSISSIPPI

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

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

Date: On the 7th day of September, 2023

Hour: 10:00 a.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.