

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

MARCH 5, 2024

**REGULAR MEETING**

**MARCH 5, 2024**

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 March, being the 5<sup>th</sup> day of March 2024, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Stan Harrison, Dennis Land, Bill Dugger, Teddy Morrow and Bobby Walton. Also present were: City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; Chief Building Official Andy Berryhill; Public Works Director David Karr; Assistant Public Works Director Newt Benson; Fire Chief Tim Taylor; Civic Center Director Rodney Holley; Parks and Recreation Director Heath Fullilove and Assistant City Clerk Shannah Weaver.

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

**IN RE: APPROVAL OF AGENDA**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, the agenda of March 5, 2024, was approved.

MARCH 5, 2024

# **CITY OF BATESVILLE BOARD MEETING**

**MARCH 5, 2024**  
**2:00 P.M. | CITY HALL**

## **AGENDA**

**CALL TO ORDER:** Mayor Hal Ferrell

**INVOCATION:** Paul Middleton

**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.”

### **APPROVE AGENDA**

- March 5, 2024

### **APPROVE MINUTES OF PRIOR MEETINGS**

- Regular Meeting – February 20, 2024

### **CONSENT AGENDA**

1. Approval to surplus approximately 50 snowflakes and sale on govdeals.com
2. Approval to surplus towel dispensers and blinds from the Batesville Civic Center and dispose of as junk due to having no value.
3. Approval to surplus an HP laser jet printer Enterprise M507 BBI equipment #10487 and dispose of as junk due to having no value.
4. Approval to surplus seven Pyramid Pro 2650 timeclocks and dispose of as junk due to having no value.
5. Approval for “Coffee and Conversation” Community Event on a quarterly basis not to exceed a reimbursement of \$1,500.00 with proper receipts.
6. Approval for Mayor Hal Ferrell to travel to Washington DC (March 11-12, 2024) with expenses paid/reimbursed by the City.
7. Approval for James Snyder and Sergio Vergara to attend West Tennessee Regional Fire Prevention Conference April 17-19, 2024, with expenses paid/reimbursed by the City. No meals or overnight stay required and they will travel in a city vehicle.
8. Approval for Tim Taylor and David Tarver to attend the Mississippi Firefighter and Chiefs Summer Conference May 29-June 2, 2024, in Natchez, Mississippi with expenses paid/reimbursed by the City.
9. Approval for Taylor Jaudon to attend MWPCOA Conference in Natchez, Mississippi April 9-11, 2024, with expenses paid/reimbursed by the City.
10. Approval for Steve Caldwell, Levi Burns and Mark Shields to attend MNGA Safety Conference in Biloxi, Mississippi May 7-8, 2024, with expenses paid/reimbursed by the City.
11. Approval for Newt Benson, Gary Snider, Rodney Alewine and Hunter French to attend MsRWA Annual Conference in Biloxi, Mississippi May 28-31, 2024, with expenses paid/reimbursed by the City.

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**PAY REQUEST AGENDA**

1. Approval of the BBI annual hardware support for 2024 for the annual rate of \$11,987.50 and the BBI software support for 2024 for the annual rate of \$6,150.00.
2. Approval of the preventative maintenance contract with Tri-Star Companies, Inc. for the annual rate of \$11,712.00. (Billed monthly at \$976.00 or bi-monthly at \$1,952.00) (Current rate is \$602.00 monthly)
3. Approval of Pay Application #2 in the amount of \$221,711.00 to be paid to W&T Contracting Corporation for the Sanitary Sewer Collection System Rehabilitation.
4. Approval of payment in the amount of \$16,934.00 to be made to Southern Corrosion relative to the water tank maintenance service quarterly premium.
5. Approval to reimburse Mayor Hal Ferrell \$40.00 for payment to attend the 2024 Panola Partnership Annual Banquet.

**HUMAN RESOURCES**

1. Approval for sixteen year longevity for certified officer William Burrow increasing his rate of pay to \$21.31 per hour.
2. Approval to accept the resignation of George Williford from the Batesville Police Department, effective March 27, 2024.
3. Approval for pay adjustment for Parker Liddell and Calen Walker from \$13.55 per hour to \$14.33 per hour, effective March 7, 2024, due to them completing necessary basic training.
4. Approval to offer full time employment to Dennis Barfield as Building Inspector at a rate of \$24.04 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 employment expires on March 18, 2024, at midnight if not accepted.
5. Approval to offer employment to Tiffany Furr as a non-certified patrolman at a pay rate of \$20.06 per hour, contingent upon her accepting said offer and undergoing a medical exam, psychological evaluation and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on March 18, 2024, at midnight if not accepted.
6. Approval to accept the resignation of Brandon Patterson from the Street Department, effective March 15, 2024.
7. Approval to accept the resignation of Dewayne Brassell from the Fire Department, effective March 15, 2024.

**VISITORS****PERMANENT VISITORS**

- Panola Partnership
- North Delta Planning and Development
- Mendrop Engineering Resources – pipeline crossing license agreement
- 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

**PUBLIC HEARINGS – 3:00 P.M.**

- Jerry Burkes – Variance from the side set back requirements
- Byron Houston – Conditional Use Permit to allow use 9.200 for tire sales

**BIDS RECONSIDERED**

1. Batesville Mounds Pavilion

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

1. Monthly inspection & complaint list
2. Discuss moratorium for Use #10.210 All Storage within completely enclosed structures (Mini-Storage building)
3. Set Clean-up Hearings as needed
4. Potential executive session – personnel matters

**CHIEF OF POLICE – DENNIS DARBY**

1. Approval for retiring Assistant Chief of Police George Williford to purchase, at fair market value, his duty weapon that is issued to him.
2. Approval to sign the HIDTA agreement

**CITY ATTORNEY – COLMON MITCHELL**

1. Resolution – Policy for Use of City Facilities
2. Potential executive session – personnel matter

**ASSISTANT CITY CLERK – SHONNAH WEAVER**

1. Discuss banners
2. Insurance rates remain the same
3. Potential executive session – personnel matters

**FIRE CHIEF – TIM TAYLOR**

1. Approval to destroy old fire department purchase order books
2. Approval to sign the Mississippi Homeland Security Grant FY24
3. Monthly reports

**PARKS AND RECREATION DIRECTOR – HEATH FULLILOVE****CIVIC CENTER DIRECTOR – RODNEY HOLLEY**

1. Certification of Emergency Purchase or Repair – Civic Center sprinkler system

**ASSISTANT PUBLIC WORKS DIRECTOR – NEWT BENSON**

1. Approval of specifications for a water line for property behind Wal-Mart and to advertise for bids
2. Approval of annual agreement for field data collection, database maintenance and training for GIS system - \$5,000.00 annual agreement
3. Approval to purchase 5 pieces of equipment from American Multi-Products (AMP).
4. Approval to obtain specifications for a covered area at Patton Lane Park over two of the basketball courts.

**ALLOW CLAIMS: 43143-43734**

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OTHER MATTERS BY MAYOR OR ALDERMAN:EXECUTIVE SESSIONADJOURNMENT

## IN RE: APPROVAL OF MINUTES

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, the minutes of the February 20, 2024, regular meeting, were approved.

## IN RE: SIGNATURE SHEET FOR MEETING OF MARCH 5, 2024

Board Meeting  
March 5, 2024  
Signature Sheet

<u>Jim Whaley</u> Please print name clearly	<u>1099 Lakeview Dr</u> Street Address, City, Zip
<u>Dennis Darby</u> Please print name clearly	<u>202 Kyle St</u> - Batesville Street Address, City, Zip
<u>Robbie Haley</u> Please print name clearly	<u>Panola Partnership</u> Street Address, City, Zip
<u>Andy Bennett</u> Please print name clearly	<u>146 Public Sq.</u> Street Address, City, Zip
<u>Glen A. Turner</u> Please print name clearly	<u>Cayland, MS 38652</u> Street Address, City, Zip
<u>Tim Taylor</u> Please print name clearly	<u>132 Van Voss</u> Street Address, City, Zip
<u>Jonathan Buckley</u> Please print name clearly	<u>Mendrop</u> Street Address, City, Zip
<u>Walter Williams</u> Please print name clearly	<u>204 Broad St</u> - Batesville, MS 38606 Street Address, City, Zip
<u>Darnell Dixon</u> Please print name clearly	<u>NDPDD</u> Street Address, City, Zip
<u>Bruce Thomas</u> Please print name clearly	<u>106 College St</u> - Batesville, MS Street Address, City, Zip
<u>Heath Fullen</u> Please print name clearly	<u>103 College St</u> - Batesville, MS Street Address, City, Zip
<u>Mark Bensel</u> Please print name clearly	<u>City of Batesville</u> Street Address, City, Zip
<u>David Ker</u> Please print name clearly	<u>City of Batesville</u> Street Address, City, Zip
<u>Kevin Hargrave</u> Please print name clearly	<u>290 Civic Ctr</u> Street Address, City, Zip
<u>Terry Burkes</u> Please print name clearly	<u>1031 Hwy 35 S</u> - Batesville, MS Street Address, City, Zip
<u>Bill Orr</u> Please print name clearly	<u>550 Motor Rd.</u> - Cowart, MS 38630 Street Address, City, Zip
<u>Byron Harston</u> Please print name clearly	<u>1805 Shady Oak</u> - Oxford, MS 38655 Street Address, City, Zip

**MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI****MARCH 5, 2024****IN RE: APPROVAL OF CONSENT 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 consent agenda be and they are hereby approved:

1. Approval to surplus approximately 50 snowflakes and sale on govdeals.com.
2. Approval to surplus towel dispensers and blinds from the Batesville Civic Center and dispose of as junk due to having no value.
3. Approval to surplus an HP laser jet printer Enterprise M507 BBI equipment #10487 and dispose of as junk due to having no value.
4. Approval to surplus seven Pyramid Pro 2650 timeclocks and dispose of as junk due to having no value.
5. Approval for “Coffee and Conversation” Community Event on a quarterly basis not to exceed a reimbursement of \$1,500.00 with proper receipts.
6. Approval for Mayor Hal Ferrell to travel to Washington DC March 11-12. 2024, with expenses paid/reimbursed by the City.
7. Approval for James Snyder and Sergio Vergara to attend West Tennessee Regional Fire Prevention Conference April 17-19, 2024, with expenses paid/reimbursed by the City. No meals or overnight stay required and they will travel in a city vehicle.
8. Approval for Tim Taylor and David Tarver to attend the Mississippi Firefighter and Chiefs Summer Conference May 29-June 2, 2024, in Natchez, Mississippi with expenses paid/reimbursed by the City.
9. Approval for Taylor Jaudon to attend MWPCOA Conference in Natchez, Mississippi April 9-11, 2024, with expenses paid/reimbursed by the City.
10. Approval for Steve Caldwell, Levi Burns and Mark Shields to attend MNGA Safety Conference in Biloxi, Mississippi May 7-8, 2024, with expenses paid/reimbursed by the City.
11. Approval for Newt Benson, Gary Snider, Rodney Alewine and Hunter French to attend MsRWA Annual Conference in Biloxi, Mississippi May 28-31, 2024, with expenses paid/reimbursed by the City.

**MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI****MARCH 5, 2024****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 of the BBI annual hardware support for 2024 for the annual rate of \$11,987.50 and the BBI software support for 2024 for the annual rate of \$6,150.00.
2. Approval of the preventative maintenance contract with Tri-Star Companies, Inc. for the annual rate of \$11,712.00. (Billed monthly at \$976.00 or bi-monthly at \$1,952.00) (Current rate is \$602.00 monthly)
3. Approval of Pay Application #2 in the amount of \$221,711.00 to be paid to W&T Contracting Corporation for the Sanitary Sewer Collection System Rehabilitation.
4. Approval of payment in the amount of \$16,934.00 to be made to Southern Corrosion relative to the water tank maintenance service quarterly premium.
5. Approval to reimburse Mayor Hal Ferrell \$40.00 for payment to attend the 2024 Panola Partnership Annual Banquet.

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

1. Approval to accept the resignation of George Williford from the Batesville Police Department, effective March 27, 2024.
2. Approval to accept the resignation of Brandon Patterson from the Street Department, effective March 15, 2024.
3. Approval to accept the resignation of Dewayne Brassell from the Fire Department, effective March 15, 2024.

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**IN RE: CONTRIBUTION TO PANOLA PARTNERSHIP**

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

**R E S O L U T I O N**

WHEREAS, Mississippi House Bill No. 1837 of the 1997 Legislative Session, as amended by Mississippi House Bill 1587 of the 2016 Regular Legislative Session, authorizes the City of Batesville, Mississippi [“City”], to levy and collect the tax specified therein for the purpose of providing funds for the promotion of tourism, economic development, and industry in the City and the surrounding area, and authorizes the City to expend said funds for the purpose of carrying out programs and activities designed to attract visitors, tourists, and industry in order to promote and enhance the tourism, industry, and economic development of the City and the surrounding area; and

WHEREAS, Section(s) 21-19-44 and 21-19-44.1 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities of municipalities to appropriate, contribute, and donate to, or expend budgeted funds for, local economic development organizations; and

WHEREAS, Panola Partnership, Inc. is a local economic development organization and is a Mississippi non-profit corporation organized and existing under and by virtue of the laws of the State of Mississippi for the purpose of promoting economic development, commerce, trade, business, education, and industry in Panola County, Mississippi; and

WHEREAS, the Mayor and Board of Aldermen do hereby find and determine that the Panola Partnership, Inc. is an organization to which the City may appropriate, contribute, and donate to, or expend budgeted funds for, pursuant to the authority of Section(s) 21-19-44 and 21-19-44.1 of the Mississippi Code of 1972 as amended; and

WHEREAS, the Mayor and Board of Aldermen do hereby find and determine that monies contributed to the Panola Partnership, Inc. for special events pursuant to Section(s) 21-19-44 and 21-19-44.1 and are used for the purpose of carrying out programs and activities designed to attract visitors, tourists, and industry in order to promote and enhance the tourism, industry, and economic development of the City and the surrounding area; and

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WHEREAS, the Mayor and Board of Aldermen do hereby find and determine that the City is authorized by Section(s) 21-19-44 and 21-19-44.1 and Mississippi House Bill No. 1837 of the 1997 Legislative Session, as amended by Mississippi House Bill 1587 of the 2016 Regular Legislative Session, to contribute funds received from the tax authorized by said House Bill to the Panola Partnership, Inc. for special events for the purposes set forth above.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Batesville, Mississippi, as follows:

1.

That the recitations set forth above are true and correct.

2.

That the City of Batesville shall set aside and appropriate from the City's tourism and industry promotion tax fund and expend and contribute such funds to the Panola Partnership, Inc. for special events in the amount of \$90,000.00, and the City Clerk is authorized to do so.

RESOLVED, this the 5<sup>th</sup> of March, 2024.

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**IN RE: REQUEST FOR FUNDS - MAIN STREET PROGRAM**

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

**R E S O L U T I O N**

WHEREAS, Mississippi House Bill No. 1837 of the 1997 Legislative Session, as amended by Mississippi House Bill 1587 of the 2016 Regular Legislative Session, authorizes the City of Batesville, Mississippi [“City”], to levy and collect the tax specified therein for the purpose of providing funds for the promotion of tourism, economic development, and industry in the City and the surrounding area, and authorizes the City to expend said funds for the purpose of carrying out programs and activities designed to attract visitors, tourists, and industry in order to promote and enhance tourism, industry, and economic development of the City and the surrounding area; and

WHEREAS, Section(s) 21-19-44 and 21-19-44.1 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities of municipalities to appropriate, contribute, and donate to, or expend budgeted funds for, local economic development organizations; and

WHEREAS, the Main Street Program is a program administered by the Panola Partnership, Inc., a Mississippi non profit corporation, a local economic development organization and existing under and by virtue of the laws of the State of Mississippi for the purpose of promoting and enhancing economic development, commerce, trade, business, education, tourism and industry in Panola County, Mississippi; and

WHEREAS, the Mayor and Board of Aldermen do hereby find and determine that the Main Street Program is an organization to which the City may appropriate, contribute, and donate to, or expend budgeted funds for, pursuant to the authority of Section(s) 21-19-44 and 21-19-44.1 of the Mississippi Code of 1972 as amended and the aforesaid House Bills; and

WHEREAS, the Mayor and Board of Aldermen do hereby find and determine that monies contributed to the Main Street Program pursuant to Section(s) 21-19-44 and 21-19-44.1 and are used for the purpose of carrying out programs and activities designed to attract visitors, tourists, and industry in order to promote and enhance tourism, industry, and economic development of the City and the surrounding area; and

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WHEREAS, the Mayor and Board of Aldermen do hereby find and determine that the City is authorized by Section(s) 21-19-44 and 21-19-44.1 and Mississippi House Bill No. 1837 of the 1997 Legislative Session, as amended by Mississippi House Bill 1587 of the 2016 Regular Legislative Session, to contribute funds received from the tax authorized by said House Bill to the Main Street Program for the purposes set forth above.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Batesville, Mississippi, as follows:

1.

That the recitations set forth above are true and correct.

2.

That the City of Batesville shall set aside and appropriate from the City's tourism and industry promotion tax fund and expend and contribute such funds to the Main Street Program in the amount of \$40,000.00, and the City Clerk is authorized to do so.

RESOLVED, this the 5<sup>th</sup> day of March, 2024.

**IN RE: U.S. ARMY CORPS OF ENGINEERS LETTER**

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that Mayor Ferrell be and he is hereby authorized to sign the letter to U.S. Army Corps of Engineers relative to the flooding in the City of Batesville.

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MARCH 5, 2024

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**IN RE: BIDS RECEIVED – BATESVILLE MOUNDS PAVILION**

This day the Mayor and Board of Aldermen discussed the sealed competitive bids that were received and opened on February 22, 2024, for the Batesville Mounds Pavilion, pursuant to advertisement made in the manner and for the time provided by law as evidenced by a copy of Proof of Publication attached hereto. Michael Jones of Sozo Architecture, PLLC, found that the following bids were received and are on file in the Office of the City Clerk.

Grinder, Taber, Grinder, Inc.	\$1,708,000.00
Hills Construction, LLC	\$1,195,000.00
Timbo Construction, Inc.	\$1,668,548.00

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

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## Publisher's Certificate of Publication

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

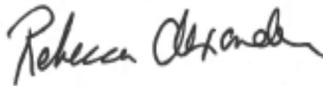
Rebecca Alexander, being duly sworn, on oath says she is and during all times herein stated has been an employee of Batesville Newsmedia publisher and printer of the The Panolian (the "Newspaper"), has full knowledge of the facts herein stated as follows:

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

01/17/24, 01/24/24

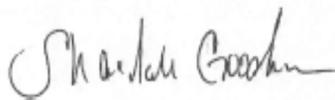
2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney



Rebecca Alexander, Publisher

Subscribed and sworn to before me this  
24th Day of January, 2024




Shandale Goodman, Notary Public  
State of Mississippi  
My commission expires 07-30-2026

Account # 180200  
Ad # 1767818

CITY OF BATESVILLE  
PO BOX 689  
BATESVILLE MS 38606

SOZO Architecture, PLLC  
Michael Grey Jones  
76 Tuscan Hills Dr.  
Oxford, MS 38655  
Phone: 662-231-0787  
mjones@sozoarch.com  
Contact Michael Grey Jones  
for general questions,  
email: mjones@sozoarch.com  
Dates of Publications:  
17 January 2024  
24 January 2024

The Panolian:  
Jan. 17 and 24, 2024  
BIDS/PAVILION&MUSEUM

## PUBLIC NOTICE

## ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received for the project named below by the City of Batesville until 2:00 P.M. on Thursday, 15 February 2024 and then publicly opened and read aloud.

Single stipulated sum bids will be received for all work required by the contract documents in accordance with the Instructions to Bidders.

It is anticipated that "Notice to Proceed" will be 11 March 2024. Construction shall be completed as defined on Bid Form.

Location for Receipt of Bids: Contract Documents consisting of Plans and Specifications Entitled:

Batesville Mounds Pavilion and Museum  
Batesville, MS

Project Numbers: 21009

Bid Documents may be examined at the office of the Architect and are being made available via original paper copy or digital CD. Plan holders are required to register and order Bid Documents at [www.sozoarchplans.com](http://www.sozoarchplans.com). Bid Documents are non-refundable and must be purchased through the website. All plan holders are required to have a valid email address for registration. Questions regarding website registration and online orders please contact Online Plan Room support at Telephone No. (662) 407-0193.

No partial sets of Documents will be issued. Selected plan rooms will be issued one (1) CD without charge.

This Project provides for a Pre-bid Meeting scheduled for 10:00 AM on Tuesday, 6 February 2024 at Public Works Office located 132 Van Voris St., Batesville, MS 38606

Proposals must be delivered in a sealed envelope and marked plainly on the outside of the envelope with the following: "Batesville Mounds Pavilion and Museum Batesville, MS" be opened on 25 January 2024." Bids should be addressed to Hal Ferrell, Mayor, City of Batesville, Van Voris Street, Batesville, MS 38606. In addition, the envelope shall list the bidders Company Name, Company Address and all applicable state and local license and registration numbers of the bidder. Envelopes not so marked are submitted entirely at the risk of the bidder as the Owner and Architect assume no responsibility for the premature opening of any bid envelope by any employee of the Owner or Architect.

Proposals shall be submitted in duplicate only upon the blank proposal forms provided in the Specifications and must be ac-

companied by Proposal Security in the form of Certified Check or acceptable Bid Bond in the amount equal to at least five percent (5%) of the Base Bid: such security to be forfeited as liquidated damages, not penalty, by any bidder who fails to carry out the terms of the proposal, execute a contract and post. Performance and Payment Bonds in the form and amount within the time specified. The Bid Bond, if used, shall be payable to the Owner.

Bid proposals must be received on or before the scheduled time for opening of bids and no bid may be withdrawn after the declared closing time for the receipt of bids for a period of sixty (60) days.

All bids submitted in excess of \$50,000 by a prime or Subcontractor to do any erection, building, construction, repair, maintenance, or related work must comply with the Mississippi Contractors Act of 1985, by securing a Certificate of Responsibility from the State Board of Contractors.

Bid documents are being made available via original paper copy or electronically. Planholders are required to log-in or register for an account at [www.sozoarchplans.com](http://www.sozoarchplans.com) to view and order Bid documents. All planholders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (662) 407-0193.

The City of Batesville is an Equal Opportunity Employer. The City hereby notifies all Bidders that it will affirmatively insure that in a contract entered into pursuant to this advertisement will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status or any other legally protected status in consideration for an award. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The Owner reserves the right to waive any irregularities, the right to reject any or all bids and the option to postpone action and final decision for a period of up to sixty (60) days.

OWNER:  
City of Batesville  
103 College Street  
Batesville, MS 38606

ARCHITECT:

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

MARCH 5, 2024

**IN RE: MORATORIUM ON STORAGE BUILDINGS**

Upon recommendation of Chief Building Official and upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that a moratorium be set for the new construction of storage buildings.

**IN RE: APPROVAL TO PURCHASE DUTY WEAPON**

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that retiring law enforcement officer Assistant Chief of Police George Williford be and he is hereby allowed to purchase his duty weapon, a Glock 21 Gen 4, Serial # AFMC902, issued to him by the Batesville Police Department, for the sum of Three Hundred Sixty-Three Dollars and Zero Cents (\$363.00) which is fair market value, as allowed by Section 45-9-131 of the Mississippi Code of 1972 and all amendments thereto.

**MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI****MARCH 5, 2024****IN RE: HIDTA AGREEMENT**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the HIDTA agreement between the United States Department of Justice, Drug Enforcement Administration (DEA) and the Batesville Police Department be and it is hereby approved for a two (2) year period and further ordered that Chief Darby be and he is hereby authorized to sign said agreement. A copy of the agreement is on file in the Office of the City Clerk and a copy follows:

**HIDTA STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 20th<sup>th</sup> day of February 2024, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Batesville Police Department ORI# \_\_\_\_\_ (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Oxford area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Mississippi, the parties hereto agree to the following:

1. The Oxford HIDTA Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the Oxford area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of \_\_\_\_\_.
2. To accomplish the objectives of the Oxford HIDTA Task Force, the parent agency agrees to detail one (1) experienced officer(s) to the Oxford HIDTA Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The parent agency officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
4. The parent agency officers assigned to the task force shall be deputized as task force officers pursuant to 21 USC § 878.
5. To accomplish the objectives of the Oxford HIDTA Task Force, DEA will assign one (1) Special Agents to the task force. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board as well as the availability of HIDTA funding (from whatever source). Subject to this planning and budgeting guidance, the HIDTA will provide funding to support the activities of Federal Special Agents, Task Force Officers, and other specified employees (if any). This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.
6. During the period of assignment to the Oxford HIDTA Task Force, the parent agency will remain responsible for establishing the salaries and benefits, including overtime, of

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the parent agency officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of annually appropriated funds, HIDTA funds may reimburse the parent agency for overtime payments incurred by its Task Force Officers in an amount not to exceed a sum equivalent to 25% of the salary of a GS-12, Step 1 of the general pay scale for the rest of the United States. The parent agency will bill overtime as it is performed and no later than 60 days after the end of the quarter in which the overtime is performed. The invoice will identify each investigator who incurred overtime for the tasking during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. *Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."*

- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.
- 12 When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

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13. Vehicles may be provided by the parent agency or furnished by DEA subject to the availability and approval of HIDTA funding for vehicle leases. DEA may request that HIDTA fund installation and removal of mobile radios in task force vehicles and reimburse the parent agency for fuel, maintenance, and repair attributable to use of the vehicles for task force purposes. Accidents involving vehicles while in use for task force purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

14. While on duty and acting on task force business, the parent agency officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (28 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the Task Force may concurrently or separately be covered for the purposes of liability by their employer.

15. This agreement shall be effective from the date of the last signature of a party and will continue in effect until September 30, 2026. This agreement may be terminated by either party on 30 days advance written notice. Federal funding of the HIDTA Task Force is subject to the availability of annual appropriated funds for each federal fiscal year (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of each fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by the parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

For the Batesville Police Department

Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**IN RE: SECURITY CAMERAS**

Upon motion of Alderman Dugger and second of Alderman Walton and upon unanimous vote taken, it was ordered that Deputy Chief Barry Thompson be and he is hereby authorized to obtain quotes for additional security cameras.

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**IN RE: RAILROAD AGREEMENT – BATESVILLE MOUNDS PAVILION**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Mayor Ferrell be and he is hereby authorized to sign the agreement with the changes as discussed by the City Attorney. A copy of said agreement is on file in the Office of the City Clerk and a copy follows:

GRYR Form 3537-A  
Revised January 2019  
Agreement: GRYR-231211

**PIPELINE CROSSING LICENSE AGREEMENT**

THIS AGREEMENT, made as of December 7, 2023, the "Effective Date", by and between Grenada Railroad, LLC, whose mailing address is 245 Riverside Ave., Suite 250, Jacksonville, FL 32202, hereinafter called "Railroad", and City Of Batesville, whose mailing address is 103 College St., Batesville, MS 38606, hereinafter called "Licensee",

**WITNESSETH:**

WHEREAS, Licensee desires to construct, use and maintain a two inch water pipeline and a two inch sewer pipeline solely for the conveyance of potable water and sewage, hereinafter called "Pipeline", under and across the tracks and property owned or controlled by Railroad near Batesville, Panola County, Mississippi, crossing Railroad's trackage at Milepost 449.2, including necessary steel casing pipe, hereinafter called the "Crossing", as shown on the application, plan and profile, Exhibit A, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants, terms and agreements herein contained, the parties hereto agree and covenant as follows:

**1. LICENSE:**

- 1.1 Railroad, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:
  - (A) Railroad's present and future right to occupy, posses and use its property within the area of the Crossing for any and all purposes;
  - (B) all encumbrances, conditions, covenants and easements applicable to Railroad's title to or rights in the subject property; and
  - (C) compliance by Licensee with the terms and conditions herein contained;

does hereby grant to Licensee the nonexclusive License to construct, maintain, repair, operate or use said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination.

- 1.2 The term Pipeline, as used herein, shall include only the pipes, connectors, fixtures, appliances and ancillary facilities devoted exclusively to the usage above within the Crossing, and as shown on attached Application Form.
- 1.3 No additional pipelines or facilities shall be placed, allowed or maintained by Licensee in, upon or along the Crossing except upon separate prior written consent of Railroad.

**2. LICENSE FEE, CONTRACT PREPARATION FEE, TERM:**

- 2.1 LICENSEE shall submit a one-time Application, Engineering Review and Contractor Right of Entry Fee of Nine Thousand U.S. Dollars (\$9,000).
- 2.2 Licensee shall pay to Railroad an Annual License Fee of One Thousand Five Hundred U.S. Dollars (\$1,500), payable upon execution of this Agreement by Licensee and then on or before the anniversary of the Effective Date. Such fee shall be subject to periodic review and adjustment by Railroad.
- 2.3 In addition to the above fees, Licensee will also pay a one-time contract preparation and administration fee of One Thousand Two Hundred Fifty U.S. Dollars (\$1,250).

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- 2.4 Licensee assumes sole responsibility for, and shall pay directly (or reimburse Railroad), any additional annual taxes and/or periodic assessments levied against Railroad or Railroad's property solely on account of said Pipeline.
- 2.5 Effective Date of this Agreement shall be the date first written above and shall continue in effect from year to year until terminated by thirty (30) days written notice from either party to the other. License shall also be revocable in the event of Licensee's default, as herein provided, and shall also terminate upon (a) Licensee's cessation of use of the Pipeline or Crossing for the purposes above, (b) removal of the Pipeline, and/or (c) subsequent mutual consent.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

- 3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standards or regulations of Railroad, A.R.E.M.A. Specifications, Licensee's particular industry, and/or any governmental or regulatory body having jurisdiction over the Crossing.
- 3.2 Whenever any party or persons, including Licensee's employees, will be constructing the Pipeline, or performing work of any charter on Railroad's property or in Railroad's "zone-of-influence", said party will be required to enter into a Contractor Right-of-Entry (ROE) Agreement to conduct the work.
- 3.3 Location and construction of Pipeline shall be made strictly in accordance with designs and specifications furnished to and approved by Railroad and of materials and sizes appropriate for the purposes above recited.
- 3.4 All Licensee's work and exercise of rights hereunder shall be undertaken at times satisfactory to Railroad and in a manner so as to eliminate or minimize any impact on or interference with the safe use and operation of Railroad's tracks and appurtenances thereto.
- 3.5 In the installation and/or maintenance of said Pipeline, Licensee shall not use explosives of any type or perform any blasting without the separate express written consent of Railroad. As a condition to such consent, a representative will be assigned by Railroad to monitor blasting, and Licensee shall reimburse Railroad for the entire cost and/or expense of furnishing said monitor.
- 3.6 Any repairs or maintenance to Pipeline which are reasonably necessary to protect or facilitate Railroad's use of its property shall be made by Licensee promptly, but in no event later than ten (10) days after Licensee has notice for the need of such repair or maintenance, whether or not such repair or maintenance results from acts of Licensee, weather events or otherwise.
- 3.7 Railroad, in order to protect or safeguard its property, rail operations, equipment or employees from imminent damage or injury, may request immediate repairs or renewal to the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.
- 3.8 Neither the failure of Railroad to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given by Railroad, shall be construed as an admission of liability or responsibility by Railroad, or as waiver by Railroad of any of the obligations, liability and/or responsibility of Licensee under this Agreement.
- 3.9 Licensee hereby agrees to reimburse Railroad any loss, cost or expense including losses resulting from train delays and inability to meet train schedules caused by any failure of

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Licensee to make repairs or maintenance, or from improper or incomplete repairs or maintenance.

**4. PERMITS, LICENSES:**

- 4.1 Before any work is performed, or before use of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permits (including but not limited to zoning, building, construction, health, safety or environmental matters), letters or certificates of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permits, approvals and authorizations, and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.), and State "One Call" – "Call Before You Dig" requirements.
- 4.2 Licensee assumes sole responsibility for failure to obtain such permits or approvals, for any violations thereof, or for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

- 5.1 With respect to any subsurface installation upon Railroad's property, Licensee, at its sole cost and expense, shall:
  - (A) support tracks and roadbed of Railroad, in a manner satisfactory to Railroad;
  - (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Railroad; and
  - (C) either remove any surplus earth or material to be placed and distributed at locations and in such manner Railroad may approve.
- 5.2 After construction of Pipeline, Licensee shall:
  - (A) restore said tracks, roadbed and other disturbed property of Railroad, to a condition reasonably comparable to the condition that existed on the date on which construction of the Pipeline commenced; and
  - (B) erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Railroad, indicating the location, depth and ownership of any underground Pipeline or related facilities.

**6. TRACK CHANGES:**

- 6.1 In the event that Railroad's rail operations and/or track maintenance result in any changes in grade or alignment of or additions to Railroad's tracks or other facilities, or in the event future use by Railroad of Railroad's right-of-way and property necessitate any change of location, height or depth in Pipeline, Licensee, at its sole cost and expense and within thirty (30) days receipt of the necessary governmental approvals, shall make changes in Pipeline to accommodate Railroad's tracks or operations.
- 6.2 If Licensee fails to do so, Railroad may make such changes, at Licensee's cost.

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### 7. PIPE CHANGES:

- 7.1 Licensee shall periodically monitor and verify the depth of Pipeline within the Crossing in relation to Railroad's tracks and facilities, and shall relocate Pipeline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement.
- 7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of Pipeline, or is required by any public agency or court order to do, plans therefor shall be submitted to Railroad for approval before any such change is made. Once approved, Licensee, or their contractor, will be required to enter into a Right-of-Entry Agreement (ROE Agreement) to conduct said changes. After the work has been completed, the terms and conditions of this Agreement shall apply thereto.

### 8. INTERFERENCE WITH RAIL FACILITIES:

- 8.1 Although the Pipeline herein permitted may not presently interfere with Railroad's railroad operations or facilities, in the event that the operation, existence or maintenance of said Pipeline, in the sole judgment of Railroad, causes: (a) interference (physical, magnetic or otherwise) with Railroad's communication, signal or wires, power lines, train control system, or other facilities; or (b) interference in any manner with the operation, maintenance or use by Railroad of its right-of-way, tracks, structures, pole lines, devices, other property, or any appurtenances thereto; then, and in either event, Licensee, upon receipt of written notice from Railroad of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Pipeline as may be required in the judgment of Railroad to eliminate all such interference. Upon Licensee's failure to remedy or change, Railroad may do so or contract to do so, at Licensee's sole cost.
- 8.2 Without assuming any duty hereunder to inspect Pipeline, Railroad hereby reserves the right to inspect same and to require Licensee to undertake reasonable repairs, maintenance or adjustments to Pipeline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

### 9. RISK, LIABILITY, INDEMNITY:

With respect to the liabilities of the parties, to the extent allowed by Mississippi Law it is hereby agreed that:

- 9.1 Licensee hereby assumes, and shall at all times hereafter release, indemnify, defend and save Railroad harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Railroad may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Railroad), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the presence, existence, operations, or use, of Pipeline or the restoration of premises of Railroad to their prior order or condition after removal, EXCEPT to the extent proven to have been caused by the fault, or negligence of Railroad. HOWEVER, during any period of actual construction, repair, maintenance, replacement or removal of Pipeline, wherein agents or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any fault or negligence of Railroad.
- 9.2 Use of Railroad's right-of-way involves certain risks of loss or damage as a result of Railroad's rail operations. Notwithstanding Section 9.1, as between Railroad and Licensee, Licensee expressly assumes all risk of loss and damage to Licensee's Property and Pipeline on the Crossing, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from Railroad's rail operations. For this Section, the term "Licensee's Property" shall include property of third

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parties situated or placed upon Railroad's right-of-way by Licensee or by such third parties at request of or for benefit of Licensee.

- 9.3 Notwithstanding Article 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Pipeline or the required depth and encasement for any underground Pipeline, whether or not such loss results in whole or part from Railroad's contributory negligence or joint fault.
- 9.4 If a claim or action is made or brought against either party, for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to assume in the handling or defense of such claim or action.

10. INSURANCE:

- 10.1 Prior to installation or occupation of the Pipeline pursuant to this Agreement, Licensee shall procure Public Liability or Commercial General Liability Insurance, and shall also maintain during continuance of this Agreement, at its sole cost and expense, a policy of Public Liability or Commercial General Liability Insurance covering liability under this License. Coverage of Five Million U.S. Dollars (\$5,000,000) Combined Single Limit per occurrence for bodily injury and property damage, and an aggregate of Ten Million U.S. Dollars (\$10,000,000) required as a minimum to protect Licensee's assumed obligations hereunder. If said policy does not automatically cover Licensee's contractual liability under this Agreement, a specific endorsement adding such coverage shall be purchased by Licensee. Failure to do so shall be at Licensee's sole risk.
- 10.2 If said CGL policy is written on a "claim made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. Failure to do so shall be at Licensee's sole risk.
- 10.3 Throughout any period of construction performed within fifty (50) feet of railroad operations, the insurance industry dictates that Railroad Protective Liability Insurance (RPL) should be purchased to protect the railroad. No work of any character shall be started on the property of Railroad without an RPL insurance policy having been received in the name of and approved by Railroad as to the limits, form, and substance. Limits are Two Million U.S. Dollars (\$2,000,000) for bodily injury and property damage per occurrence, and an aggregate of Six Million U.S. Dollars (\$6,000,000). The policy will remain in force during the construction and must be provided prior to Railroad executing the covering agreement. If you are a member of AEGIS (Associated Electric & Gas Insurance Services Limited), this may be submitted for Railroad's review and acceptance.
- 10.4 Workmen's Compensation Insurance which fully meets the requirements of any Workmen's Compensation Law in force at the place where the work is to be performed. Employers Liability insurance shall be an amount not less than \$500,000.00 Each Accident for Bodily Injury, \$500,000.00 Policy Limit for Bodily Injury by Disease, and \$500,000.00 Each Employee for Bodily Injury by Disease. RAILROAD requires LICENSEE or LICENSEE'S CONTRACTOR to provide a "Waiver of Subrogation" in favor of RAILROAD.
- 10.5 Workmen's Compensation Insurance which fully meets the requirements of any Workmen's Compensation Law in force at the place where the work is to be performed. Employers Liability insurance shall be an amount not less than \$500,000.00 Each Accident for Bodily Injury, \$500,000.00 Policy Limit for Bodily Injury by Disease, and \$500,000.00 Each Employee for Bodily Injury by Disease. RAILROAD requires LICENSEE or LICENSEE'S CONTRACTOR to provide a "Waiver of Subrogation" in favor of RAILROAD.

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- 10.6 Securing such insurance shall not limit Licensee's liability hereunder, but shall be additional security therefor.
- 10.7 Railroad may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Railroad's demand shall be considered a default, subject to Article 13.

**11. GRADE CROSSINGS, FLAGGING:**

- 11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over tracks of Railroad, except at public road crossings, without separate prior written approval of Railroad.
- 11.2 If Railroad deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors or supervisors for protection of property or operations of Railroad or others on Railroad's property at the Crossing, and to keep persons, equipment and materials away from Railroad's tracks, Railroad shall have the right to do so at the sole cost and expense of Licensee, but Railroad shall not be liable for failure to do so.
- 11.3 Prior to entering the Railroad's property to conduct any activity, Licensee shall give notice as provided in Section 15 to Railroad's General Manager and the necessity of flagging shall be determined. If Railroad employees provide such flagging, it shall be at the present rate of One Thousand Eight Hundred U.S. Dollars (\$1,800) per day with an eight-hour minimum. Flagging that exceeds eight (8) hours per day, or occurs on a weekend or holiday, shall be billed at a rate of 1.5x the daily rate. The flagging rate shall be subject to revision without notice based on future rates that are in effect at the time flagging is performed.
- 11.4 Subject to Railroad's consent and to Railroad's Railroad Operating Rules and existing labor agreements, Licensee may provide such flagmen, watchmen, inspectors or supervisors during all times of construction, at Licensee's sole risk, and expense; and in such event, Railroad shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

**12. RAILROAD'S COSTS, INVOICES:**

- 12.1 Any reasonable additional or alternative costs or expenses incurred by Railroad to accommodate Licensee's continued use of Railroad's property as a result of track changes or pipe changes shall also be paid by Licensee.
- 12.2 Railroad's expense for wages and materials for any work performed at expense of Licensee, pursuant to any stipulation of this Agreement, shall be paid by Licensee within thirty (30) days after receipt of Railroad's bill therefor.
- 12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, plus insurance, freight and handling charges on all materials used. Equipment rentals shall be in accordance with Railroad's applicable fixed rates.
- 12.4 All annual or monthly invoices, undisputed bills or portions of bills not paid within said thirty (30) days after an invoice has been issued, shall be subject to a late fee penalty of twenty percent (20%) per month such invoice remains unpaid, unless limited by local law, and then

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at the highest rate so permitted. Unless Licensee shall have furnished detailed objections to such bills within thirty (30) days, bills shall be presumed undisputed.

**13. DEFAULT, BREACH, WAIVER:**

- 13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or to remedy any breach within thirty (30) days after receiving a written notice from Railroad to do so (or within twenty-four (24) hours in the event of notice of a railroad emergency), Railroad shall have the option of immediately terminating this Agreement, and revoking the privileges and powers hereby conferred upon Licensee, regardless of license fees having been paid in advance for any annual or other period. Upon such termination, Licensee shall make removal in accordance with Article 14.
- 13.2 No waiver by either party at any time of its rights as to any covenants or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is permanently waived in writing by said party.

**14. TERMINATION, REMOVAL:**

- 14.1 All rights which Licensee may have hereunder shall cease and end upon the date of (a) termination, (b) revocation, and/or (c) upon Licensee's removal of Pipeline from the Crossing. However, termination or revocation of this Agreement shall not affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.
- 14.2 Within thirty (30) days after termination or revocation, Licensee, at its sole risk and expense, shall (a) (i) remove Pipeline from the property of Railroad or (ii) abandon the Pipeline in place, in which case the same shall be cut, capped and flushed in accordance with applicable law, unless the parties hereto agree otherwise, (b) restore property of Railroad to its pre-existing condition in a manner reasonably satisfactory to Railroad, and (c) reimburse Railroad all reasonable loss, cost or expense of Railroad resulting from such removal.

**15. NOTICE:**

- 15.1 Licensee shall give Railroad at least five (5) days written notice before doing any work of any character hereunder on Railroad's property, except that in cases of emergency shorter notice may be given to Railroad. All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Railroad at the address and telephone numbers as follows:

Grenada Railroad, LLC  
245 Riverside Ave., Suite 250  
Jacksonville, FL 32202  
Attn: Real Estate Department

With a copy to: IMGRail, Inc.  
Attn: Jarrett Mankin  
1629 Race Track Rd. Suite 206  
St. John's, FL 32259

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15.2 In addition to the five (5) days written notice, prior to entering the Railroad's property, Licensee will provide daily notification to Mr. Trevor Costilow, General Manager at:

Office Phone: (662) 226-8364  
Cell Phone: (662) 699-9525  
Email: trevor.costilow@grenadarailroad.com

Such notification must be acknowledged and permission received from the Railroad in each instance that Licensee will occupy Railroad's property for any reason or cause.

15.3 All notices under this Section shall be in writing and sent via USPS or FedEx (or a similar, trusted courier service) with a registered and/ or certified receipt and a written record maintained by Licensee of delivery, phone and/ or email notices exchanged between Licensee and Railroad. All notices shall be effective upon actual receipt.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privilege of Licensee only, and Licensee shall obtain Railroad's prior written consent to any assignment of Licensee's interest herein.

16.2 Subject to Article 16.1 and 16.3, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, or heirs, legal representatives and assigns, as the case may be.

16.3 Licensee shall give Railroad written notice of any legal succession (by merger, amalgamation, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof. Any change of legal existence, including a name change of Licensee, will be acknowledged and an assignment required of this Agreement or a new Agreement prepared to provide for the continuation of this License and permit.

16.4 Railroad expressly reserves the right to assign this Agreement, in whole or in part, to any grantee or vendee of Railroad's underlying property interests in the Crossing, upon notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublease or encumbrance of this Agreement, or any of the rights and privileges hereunder, Railroad, at its option, may revoke this Agreement at any time within six (6) months after such sale, transfer, etc., by giving Licensee or any such assignee written notice of such revocation. At such time, Licensee shall reimburse Railroad for any loss, cost or expense Railroad may incur as a result of Licensee's failure to obtain said written consent.

16.6 In the event of sale or other conveyance by Railroad of its right-of-way, across, under or over, which the Crossings is constructed, Railroad's conveyance shall be made subject to the right of Licensee to continue to occupy the Crossing on the specific right-of-way, and to operate, maintain, repair, renew thereon and to remove therefrom the facilities of Licensee, subject to all other terms of this Agreement.

**MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI****MARCH 5, 2024**

GRYR Form 3537-A  
Revised January 2019  
Agreement: GRYR-231211

**17. TITLE, LIENS, ENCUMBRANCES:**

- 17.1 Licensee shall not at any time own or claim any right, title or interest in or to Railroad's property occupied by Licensee's Pipeline, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.
- 17.2 Nothing herein shall be deemed to act as any warranty, guarantee, or representation of the quality of title of the rail right-of-way corridor occupied or used under this Agreement.
- 17.3 Nothing in this Agreement shall be deemed to give, and Railroad hereby expressly waives, any claim of ownership in and to any part of Licensee's Pipeline.
- 17.4 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of Licensee's Pipeline in or on any portion of the Crossing (collectively, "Liens or Encumbrances"), to be established or remain against the Crossing or any portion thereof or any other Railroad property.
- 17.5 In the event that any property of Railroad becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances has been filed or docketed against the Crossing or any other property of Railroad; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

**18. GENERAL PROVISIONS:**

- 18.1 This Agreement, and the attached specifications and drawing, Exhibit A, contain the entire understanding between the parties hereto.
- 18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.
- 18.3 The form or any language of this Agreement shall not be interpreted or construed in favor of or against either party hereto as the drafter thereof.
- 18.4 This Agreement is executed under current interpretation of any and all applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) hereof shall have independent and severable status from each other separate division for the determination of legality, so that if any separate division is determined to be void, such determination shall have no effect upon the validity or enforceability of each other separate division, or any other combination thereof.
- 18.5 This Agreement shall be construed and governed by the laws of the state in which the Pipeline is located.

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

MARCH 5, 2024

GRYR Form 3537-A  
Revised January 2019  
Agreement: GRYR-231211

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the date and year first above written.

Witness for Railroad:

---

Grenada Railroad, LLC

By: \_\_\_\_\_

Patrick Johnson  
Chief Financial Officer

Witness for Licensee:

---

City Of Batesville

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Tax ID Number: \_\_\_\_\_

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

MARCH 5, 2024

**IN RE: CHRISTMAS BANNERS**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, the Board of Aldermen agreed to purchase approximately twenty-four (24) Christmas banners for an amount not to exceed \$5,000.00..

**IN RE: CITY'S HEALTH AND OTHER INSURANCE**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, the Mayor and Board of Aldermen acknowledged a rate pass for May 1, 2024, renewal for Humana, and Blue Cross Blue Shield renewal with no rate increase. Dental has a rate pass guaranteed for one year. Vision along with basic and voluntary life have a rate pass guaranteed for two years.

**IN RE: APPROVAL TO DESTROY OLD PURCHASE ORDER BOOKS**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Fire Chief Tim Taylor be and he is hereby authorized to destroy old purchase order books per records retention schedule.

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

MARCH 5, 2024

**IN RE: APPROVAL TO SIGN MISSISSIPPI HOMELAND SECURITY GRANT**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Mayor Hal Ferrell, City Clerk Susan Berryhill and Fire Chief Tim Taylor be and they are hereby authorized to sign the necessary documents for the Mississippi Homeland Security Grant for \$22,000.00 to be used for the purchase of a light tower and patient/equipment skid attachment for the UTV.

**IN RE: APPROVAL TO OBTAIN SPECIFICATIONS – PATTON LANE SHADE STRUCTURE**

Upon motion of Alderman Walton and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Parks and Recreation Director Heath Fullilove be and he is hereby authorized to obtain specifications for a shade structure for Patton Lane Park.

**IN RE: APPROVAL TO OBTAIN SPECIFICATIONS – BATHROOM AT TRUSSELL PARK SPLASH PAD**

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that Parks and Recreation Director Heath Fullilove be and he is hereby authorized to obtain specifications for a bathroom at the splash pad at Trussell Park.

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

MARCH 5, 2024

**IN RE: APPROVAL OF PAYMENT FOR EMERGENCY REPAIR – SPRINKLER SYSTEM**

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

**RESOLUTION APPROVING AND RATIFYING THE EMERGENCY REPAIR OF A SPRINKLER SYSTEM AT THE BATESVILLE CIVIC CENTER AND FURTHER AUTHORIZING PAYMENT THEREFOR**

WHEREAS, Civic Center Director Rodney Holley, of the City of Batesville, Mississippi, has advised the Mayor and Board of Aldermen of the City of Batesville that under conditions determined to be an emergency, the sprinkler system located the Batesville Civic Center was repaired by Fire Tech Systems, Inc. for a total of \$14,310.00 and submitted a Certificate of Emergency Purchase or Repair setting out the facts of the afore said matter which is attached hereto and incorporated herein by reference; and

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

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

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

2. The Mayor and Board of Aldermen do hereby ratify, confirm and approve the repair of the sprinkler system located at the Batesville Civic Cener by Fire Tech Systems, Inc. for the sum of \$14,310.00.

3. The Mayor and Board of Aldermen of the City of Batesville, Mississippi, do hereby approve and authorize the payment of the sum of \$14,310.00 to Fire Tech Systems, Inc. in connection with the repair of the aforesaid sprinkler system located at the Batesville Civic Center.

RESOLVED, this the 5<sup>th</sup> day of March, 2024.

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

MARCH 5, 2024

CERTIFICATION OF EMERGENCY PURCHASE OR REPAIR

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

On or about the 19 day of January, 20 24, I determined that an emergency existed in regard to the purchase and/or repair set out below so that the delay incident to giving opportunity for competitive bidding would be detrimental to the Mayor and Board of Aldermen of the City of Batesville.

Describe in detail and include all information mentioned:

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

*piping + sprinkler system in staging  
Area of the BCC main arena  
had to be replaced/repair due to  
damage caused by freezing weather*

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

*Fire Tech Systems Inc Oxford, MS  
1/26 - 1/31/2024 \$9380.00  
\$4930.00*

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

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

*Major storm (snow/winter weather/freezing temps)  
the outside staging area of the BCC  
area the sprinkler pipes in system burst  
+ repairing were needed to fix system  
so that waste could be held at BCC  
main arena*

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

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

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

Date:

*Feb 19, 2024*

SIGNATURE

*Rodney Holley*

(PRINT NAME OF THE PERSON SIGNING)

POSITION: *BCC Director*

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

MARCH 5, 2024

Fire Tech Systems, Inc.  
721 North Ashley Ridge Loop  
Shreveport, Louisiana 71106



## INVOICE

Due date: 3/1/2024

PROTECTING YOU SINCE 1990

## Project:

BATESVILLE CIVIC CENTER  
290 CIVIC CENTER DR  
BATESVILLE, MS

## Bill To:

BATESVILLE CIVIC CENTER\*  
290 CIVIC CENTER DRIVE  
BATESVILLE, MS 38606

Invoice number: 108085  
Invoice date: 1/31/2024  
Our JobId: 80076  
P.O.Number:  
Terms: NET 30 DAYS

Qty	Units	Description	Price	Amount
CHANGE ORDER#1:				
		TO REPLACE 105' OF 2 1/2" SCHEDULE 40 GALVANIZED PIPE; (2) 2 1/2" GROOVED CAPS, (8) 2 1/2" GROOVED COUPLINGS, (2) 2 1/2" X 1 1/4" MECHANICAL TEES, (7) 2 1/2" X 1" MECHANICAL TEES, (10) 2 1/2" HANGER ASSEMBLIES:		9,380.00

THANK YOU FOR YOUR BUSINESS

Total due: \$9,380.00

Page 1/1

FIRE TECH SYSTEMS OFFERS DESIGN, INSTALLATION, INSPECTION, MAINTENANCE AND WEB BASED REPORTS FOR THE FOLLOWING:

Fire Sprinklers • Fire Alarms • Fire Extinguishers • Nurse Call • Fire Suppression Kitchen Hoods • Special Hazards • Security Cameras  
721 N. Ashley Ridge Loop, Shreveport, LA 71106 PHONE (318) 688-8800 FAX (318) 688-8844 • www.firetechsystems.com • LA #F583

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

MARCH 5, 2024



Fire Tech Systems, Inc.  
721 North Ashley Ridge Loop  
Shreveport, Louisiana 71106

PROTECTING YOU SINCE 1990

## INVOICE

Due date: 2/25/2024

## Project:

BATESVILLE CIVIC CENTER  
290 CIVIC CENTER DR  
BATESVILLE, MS

Invoice number: 107770  
Invoice date: 1/26/2024  
Our JobId: 80076  
P.O.Number: 260

Terms: NET 30 DAYS

Qty	Units	Description	Price	Amount
		REPLACED 1" PIPING, (4) 1" VALVES, SECTION OF DRAIN PIPING; AND 3" COUPLINGS DUE TO BEING DAMAGED; PRICE INCLUDES COST OF RENTAL ALONG WITH ALL APPLICABLE TAXES, SHIPPING AND FEES:		4,930.00

THANK YOU FOR YOUR BUSINESS

Total due: 4,930.00

Page 1/1

FIRE TECH SYSTEMS OFFERS DESIGN, INSTALLATION, INSPECTION, MAINTENANCE AND WEB BASED REPORTS FOR THE FOLLOWING:

Fire Sprinklers • Fire Alarms • Fire Extinguishers • Nurse Call • Fire Suppression Kitchen Hoods • Special Hazards • Security Cameras

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

MARCH 5, 2024

**IN RE: APPROVAL OF SPECIFICATIONS – WATER LINE**

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that the following specifications for a water line for the property located behind Wal-Mart be and it is hereby approved and further ordered that the City Clerk publish notice in “The Panolian”, a legal newspaper published at Batesville, Mississippi, for not less than two consecutive weeks that the Mayor and Board of Aldermen will receive sealed bids for said water line. The Board reserves the right to reject any and all bids.

**Materials Specifications for job behind Walmart**

- 3000' of 12" C-900 Pipe
- 1 - 12"x2" Tap Saddle
- 7 - 12"x6" Lock Hydrant Tee's
- 7 – 6" MJ Valves
- 9 – 24"x36" Valve Boxes
- 16 – 12" Mega Lugs for C-900
- 14 – 6" Mega Lugs for C-900
- 7 – 5 ¼ 3way Fire Hydrants 6" Boot
- 1 – 12"x8" MJ Reducer
- 1 – 8"x8" Tap Sleeve
- 1 – 8" MJ Tap Valve
- 3 – 8" Mega Lugs for C-900
- 3000' of 12g Tracer Wire (Blue)

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

MARCH 5, 2024

**IN RE: GEOSPATIAL INFORMATION SYSTEM (GIS)**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the proposal from Precision Geospatial Solutions, LLC, in the amount not to exceed \$5,000.00 annually, for the field data collection, database maintenance and training for the City of Batesville's Geospatial Information System (GIS), be and it is hereby accepted.



City of Batesville  
103 College Street  
PO Box 689  
Batesville, MS 38606

Attention: City of Batesville Public Works

**Proposal for City of Batesville Geospatial Information System (GIS)**

FY 2024 GIS Services

*Field Data Collection, Database Maintenance, and Training*

Everything is Somewhere will work in partnership with the City of Batesville to maintain the current database with all new and updated infrastructure. We will establish a methodology for data collection that will build confidence and enhance the skillset of all employees to better serve your members. We will provide Field Data Collection Training, Monthly Data Updates, Update the Digital Maps on an as needed basis and provide a paper map or map book as needed. (*Large Format 42x42 Paper Map Print Cost \$100.00 each / 24x36 Prints \$25.00 each*)

- Assist in associating all Customer Information to Meter Data
- Assist in updating any new infrastructure and aligning any current infrastructure
- Provide additional training as needed to all employees
- Provide a web-based viewer AGOL Service for system updates and changes.
- Provide Carry Map Application Updates (Monthly or Quarterly) As Needed
- Provide any other ancillary tasked needed by the City of Batesville Public Works.

Total Cost of Data Collection and Mapping Services.....Not to Exceed..... \$5,000.00 Annually

*(Hourly Rate Chart: Appendix A)*

Finally, we would like to thank you for considering our professional services and are looking forward to working with you.

Sincerely,

Ryan Poe, Project Manager/President

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

MARCH 5, 2024

## APPENDIX A

GIS and Data Management Rate Sheet

Project Manager 2.....\$150  
Project Manager 1.....\$120  
Project Admin 1.....\$52.50

GIS Specialist 2.....\$105  
GIS Specialist 1.....\$90  
GIS Analyst 2.....\$75  
GIS Analyst 1.....\$60  
GIS Technician 1.....\$45  
*(Student Worker)*

Civil Engineer 4.....\$130  
Civil Engineer 3.....\$100  
Civil Engineer 2.....\$85  
Civil Engineer 1.....\$75  
Engineering Trainee.....\$45  
*(Student Worker)*

Acceptance of Proposal:

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. Also, an agreement of 100% of the total agreed upon contract will be issued to Precision Geospatial Solutions, LLC prior to the start date.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

MARCH 5, 2024

## IN RE: QUOTES RECEIVED – EQUIPMENT

The City of Batesville received the following quotes for equipment for use in Public Works:

<b>American Multi-Products (AMP)</b>	<b>\$9,450.00</b>
<b>Wade Incorporated</b>	<b>\$25,617.98</b>

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote, it was ordered that the quote from American Multi-Products (AMP) in the amount of \$9,450.00 be and it is hereby approved as the lowest and best quote for equipment for use in Public Works due to the equipment with American Multi-Products (AMP) is an “all in one” and the quote from Wade Incorporated is individual items. A copy of said quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:

AMP			
IF THERE ARE ANY QUESTIONS CONCERNING THIS EQUIPMENT CALL: AMP			
KOHLER. IN POWER. SINCE 1920.			
Direct Line: 877-601-2823			
Description	Quantity	Tax	TOTAL
Model: AKGA CW9500 AMP COMMAND PRO III 9500 3 in 1 Gas Powered Generator, Air Compressor, Welder, Kohler Command PRO Engine Electric/Remote Start, low oil shutoff	1	X	\$ 9,450.00
Model: AKI0KES AMP Gas Powered Generator with electric start, remote start, Kohler Command PRO engine, 50 AMP Plug, low oil shutoff	1	X	\$ 3,290.00
Model: AKAC120 AMP Gas powered Industrial series air compressor, dual head, twin tank, Kohler engine, low oil shut off, tool quick connectors	1	X	\$ 1,399.00
Model: AKPW3000 AMP Gas powered Industrial pressure washer, Kohler engine, variable speed, 5 spray features, maintenance free pump	1	X	\$ 399.00
Model: AKWP30 AMP Gas powered water pump, Kohler engine, 3 X 3 Industrial series, low oil shut off, quick connect accessories	1	X	\$ 499.00
Tool box, manuals and wheel kits	1	X	\$ 405.00
Shipping and handling			\$ 2,360.00
		Sub-total	\$ 17,802.00
		TX Sales Tax	\$ 1,468.67
		Total	\$ 19,270.67



THE BOLD LOOK  
OF KOHLER.

Please Make Checks Payable To:

DRIVER

*Guy Morvant*  
225/431-3266

**AMP**  
American Multi-Products (AMP)  
2013 Lamar Drive, Round Rock, TX 78664  
Toll Free: (877) 601-2823 / Fax: (512) 681-0395  
[www.ampgenerators.com](http://www.ampgenerators.com)

*Disclau*

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

MARCH 5, 2024

**IN RE: ALLOW CLAIMS**

On motion made by Alderman Harrison, 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 43143-43734 be and the same are hereby approved and allowed and shall be paid by Warrant drawn on the fund indicated.

**IN RE: PUBLIC HEARING - 3:00 P.M.  
PUBLIC HEARING – VARIANCE – JERRY BURKES**

The Mayor opened the Public Hearing and Chief Building Official Andy Berryhill explained the purpose of the hearing being a request from Jerry Burkes, for a Variance to allow a three and one half (3 1/2) foot side setback at his property for the construction of a new residential structure. Said property is owned by Joanne Autrey and located at 109 College Street in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is described as:

Parcel # 3183J0000100 100001600  
South Half of Lot 15 (29.5x92.5)  
College BLK 10  
Original Town of Batesville

and

Notice of said hearing having been published in the manner and for the time required by law as evidenced by a copy of the Proof of Publication attached hereto:

Jerry Burkes was present and spoke in support of this request and no one was present in opposition of this request.

Chief Building Official Andy Berryhill reported that the Planning Commission recommended said variance request at their meeting held on January 29, 2024.

The Mayor declared the hearing closed.

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

MARCH 5, 2024

## Publisher's Certificate of Publication

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

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

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

02/14/24

2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney



Rebecca Alexander, Publisher

Subscribed and sworn to before me this  
14th Day of February, 2024




Shandale Goodman, Notary Public  
State of Mississippi  
My commission expires 07-30-2026

## PUBLIC NOTICE

NOTICE OF PUBLIC  
HEARING

WHEREAS, Jerry Burkes has made application to the Mayor and Board of Aldermen of the City of Batesville, Mississippi, requesting that they grant a variance from the requirements of the zoning ordinance of the City of Batesville, Mississippi, to allow a three and one half (3 1/2) foot side setback at his property for the construction of a new residential structure. Said property is owned by Joanne Autrey and located at 109 College Street in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is described as:

Parcel # 3183J0000100  
100001600  
South Half of Lot 15 (29.5x92.5)  
College BLK 10  
Original Town of Batesville  
and

NOW THEREFORE, pursuant to the order of the Mayor and Board of Aldermen of the City of Batesville, Mississippi, notice is hereby given to all persons interested in, or in any way affected by, said application that a public hearing on said application shall be held by the Mayor and Board of Aldermen of the City of Batesville, Mississippi, at 3:00 P.M. on March 5, 2024, at the City Hall located at 103 College Street, Batesville, Mississippi, at which time all parties interested in or affected thereby, will be heard, after which a decision will be rendered by the said Board of Mayor and Aldermen. Any objection made concerning the property described hereinabove may be made by any person in writing or in person at said hearing.

If any objection be made in writing, it must be filed with the undersigned prior to or at time of said public hearing. Any party interested may appear in person and or by counsel at said public hearing.

CITY OF BATESVILLE  
Susan S. Berryhill, City Clerk

The Panolian:  
Feb. 14, 2024  
VARIANCE HEARING 3.5.24

Account # 180200  
Ad # 1781587

CITY OF BATESVILLE  
PO BOX 689  
BATESVILLE MS 38606

## IN RE: VARIANCE – JERRY BURKES

On motion of Alderman Harrison, second of Alderman Dugger and unanimously carried by a vote being taken, it was ordered that the request from Jerry Burkes for a variance to allow a three and one half (3 1/2) foot side setback at his property for the construction of a new residential structure located at 109 College Street, be and it is hereby granted.

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

MARCH 5, 2024

**IN RE: PUBLIC HEARING - 3:00 P.M.  
PUBLIC HEARING – BYRON HOUSTON – CONDITIONAL USE  
PERMIT**

The Mayor opened the Public Hearing and Chief Building Official Andy Berryhill explained the purpose of the hearing being a request from Mike Moore for a Conditional Use Permit to allow for *Use #9.200 Sales with Installation of Motor Vehicle Parts and Accessories* in a C-2, Commercial Zone. Said real property is owned by Cal Wilkins and is located at 335 House Carlson Drive lying and situated in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is more particularly described as follows, to-wit:

Beginning at a Set  $\frac{1}{2}$ " Rebar on the East right of way line of House Carlson Drive that is 3417.02 feet North of and 3278.84 feet East of a Found 2" Iron Pipe marking the Southwest corner of said Section 15; then run along the East right of way line of House Carlson Drive North 06 degrees 03 minutes 02 seconds East 353.39 feet to a Set  $\frac{1}{2}$ " Rebar; then leaving the East right of way line of House Carlson Drive run South 83 degrees 58 minutes 03 seconds East 325.52 feet to a Set  $\frac{1}{2}$ " Rebar; then run South 06 degrees 02 minutes 30 seconds West 353.50 feet to a Set  $\frac{1}{2}$ " Rebar; then run North 83 degrees 56 minutes 58 seconds West 325.57 feet to the Point of Beginning and containing 2.64 Acres, more or less. All bearings for this description are Grid Bearings referenced to U.S. State Plane (NAD 83(2011)), Mississippi West Zone by GPS.

and

Notice of said hearing having been published in the manner and for the time required by law as evidenced by a copy of the Proof of Publication attached hereto:

Byron Houston, Will Reynolds and Lance Tennyson were present in support of this request and no one was present in opposition of this request.

Chief Building Official Andy Berryhill reported that the Planning Commission recommended said Conditional Use Permit request be granted at their meeting held on January 29, 2024.

The Mayor declared the hearing closed.

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

MARCH 5, 2024

## Publisher's Certificate of Publication

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

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

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

02/14/24

2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney



Rebecca Alexander, Publisher

Subscribed and sworn to before me this  
14th Day of February, 2024




Shandale Goodman, Notary Public  
State of Mississippi  
My commission expires 07-30-2026

Account # 180200  
Ad # 1781583

CITY OF BATESVILLE  
PO BOX 689  
BATESVILLE MS 38606

## PUBLIC NOTICE

NOTICE OF PUBLIC  
HEARING

WHEREAS, There has been submitted by Byron Houston to the Board of Mayor and Aldermen of the City of Batesville, Mississippi, an application for a Conditional Use Permit to allow Use #9.200 Sales with Installation of Motor Vehicle Parts and Accessories in a C-2, Commercial Zone. Said real property is owned by Cal Wilkins and is located at 335 House Carlson Drive lying and situated in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is more particularly described as follows, to-wit:

Beginning at a Set ½" Rebar on the East right of way line of House Carlson Drive that is 3417.02 feet North of and 3278.84 feet East of a Found 2" Iron Pipe marking the Southwest corner of said Section 15; then run along the East right of way line of House Carlson Drive North 06 degrees 03 minutes 02 seconds East 353.39 feet to a Set ½" Rebar; then leaving the East right of way line of House Carlson Drive run South 83 degrees 58 minutes 03 seconds East 325.52 feet to a Set ½" Rebar; then run South 06 degrees 02 minutes 30 seconds West 353.50 feet to a Set ½" Rebar; then run North 83 degrees 56 minutes 58 seconds West 325.57 feet to the Point of Beginning and containing 2.64 Acres, more or less. All bearings for this description are Grid Bearings referenced to U.S. State Plane (NAD 83(2011)), Mississippi West Zone by GPS. and

NOW THEREFORE, pursuant to the order of the Mayor and Board of Aldermen of the City of Batesville, Mississippi, notice is hereby given to all persons interested in, or in any way affected by, said application that a public hearing on said application shall be held by the Mayor and Board of Aldermen of the City of Batesville, Mississippi, at 3:00 P.M. on March 5, 2024, at the City Hall located at 103 College Street, Batesville, Mississippi, at which time all parties interested in or affected thereby, will be heard, after which a decision will be rendered by the said Board of Mayor and Aldermen. Any objection made concerning the property described herein above may be made by any person in writing or in person at said hearing. If any objection be made in writing, it must be filed with the undersigned before the said time if a hearing thereon or consideration thereof be desired, or any party interested

may appear in person or by counsel on said date.

CITY OF BATESVILLE  
Susan S. Berryhill, City Clerk

The Panolian:  
Feb. 14, 2024  
HEARING 3.5.24

## IN RE: CONDITIONAL USE PERMIT REQUEST – BYRON HOUSTON

Upon motion of Alderman Morrow and second of Alderman Dugger and upon unanimous vote taken, it was ordered that the request from Byron Houston for a conditional use permit to allow for *Use #9.200 Sales with Installation of Motor Vehicle Parts and Accessories* in a C-2, Commercial Zone located at 335 House Carlson Drive, be and it is hereby approved.

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

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MARCH 5, 2024

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**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 Ferrell; Aldermen Land, Harrison, Dugger, Morrow and Walton; City Attorney Colmon Mitchell; City Clerk Susan Berryhill; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson and Assistant City Clerk Shannah Weaver.

On motion made by Alderman Harrison, seconded by Alderman Morrow, and unanimously carried upon the affirmative votes of Aldermen Land, Walton, Dugger, Morrow and Harrison it was ordered that the Mayor and Board of Aldermen go into executive session in order to discuss personnel matters involving salaries, potential litigation, real estate and leasing property.

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

MARCH 5, 2024

**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 involving salaries, potential litigation, real estate and leasing 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 of Aldermen 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 Dennis Darby; Assistant Chief of Police Barry Thompson and Assistant City Clerk Shonnah Weaver.

There came on for discussion the personnel matters involving salaries. (Fire Chief Tim Taylor, Civic Center Director Rodney Holley, Assistant Public Works Director Newt Benson, Parks and Recreation Director Heath Fullilove, and Chief Building Official Andy Berryhill were all present at different times for their discussion.)

There next came on for discussion the potential litigation.

There next came on for discussion the real estate matter.

There next came on for discussion the leasing property matter.

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

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MARCH 5, 2024

**IN OPEN MEETING**

The Mayor announced that the Mayor and Board of Aldermen 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 Dennis Darby; Assistant Chief of Police Barry Thompson and Assistant City Clerk Shonnah Weaver.

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

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that Tiffany Furr be offered full-time employment as a non-certified patrolman at a rate of pay of \$20.06 per hour, contingent upon her accepting said offer and undergoing a drug and alcohol test, a medical exam and a psychological evaluation and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on March 18, 2024, at midnight if not accepted.

**IN RE: APPROVAL OF LONGEVITY – POLICE DEPARTMENT**

Upon motion of Alderman Dugger and second of Alderman Harrison and upon unanimous vote taken, it was ordered that certified officer William Burrow receive sixteen (16) years longevity increasing his rate of pay to \$21.31 per hour, effective March 7, 2024.

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**IN RE: SALARY ADJUSTMENT – FIRE DEPARTMENT**

Upon motion of Alderman Dugger and second of Alderman Land and upon unanimous vote taken, it was ordered that Parker Liddell and Calen Walker's salary be increased from \$13.55 per hour up to \$14.33 per hour, effective March 7, 2024, due to them completing necessary basic training.

**IN RE: APPROVAL TO ADVERTISE – CIVIC CENTER**

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that advertisement be made relative to the facility manager for the Batesville Civic Center.

**IN RE: SALARY ADJUSTMENT – PARKS AND RECREATION**

Upon motion of Alderman Dugger and second of Alderman Harrison and upon unanimous vote taken, it was ordered that John Taylor's salary be increased up to \$14.00 per hour, effective March 7, 2024.

**IN RE: SALARY ADJUSTMENT – PARKS AND RECREATION**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Walter Butler's salary be increased \$1.50 per hour, effective March 7, 2024.

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**IN RE: APPROVAL TO OFFER EMPLOYMENT – CODE OFFICE**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Dennis Barfield be offered full-time employment in the Code Office at a rate of pay of \$24.04 per hour, contingent upon him accepting said offer and undergoing a drug and alcohol test and a medical exam and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on March 18, 2024, at midnight if not accepted.

**IN RE: APPROVAL TO OFFER EMPLOYMENT – CODE OFFICE**

Upon motion of Alderman Walton and second of Alderman Dugger and upon unanimous vote taken, it was ordered that Huey McDaniel be offered full-time employment in the Code Office as a Code Enforcement Officer at a rate of pay of \$24.04 per hour, contingent upon him accepting said offer and undergoing a drug and alcohol test and a medical exam and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on March 18, 2024, at midnight if not accepted.

**IN RE: TITLE CHANGE**

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that Mackenzie Johnson be and she is hereby named Utility Supervisor and further ordered that she no longer be named Assistant Municipal Court Clerk, with no change in salary, effective immediately.

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**IN RE: TITLE CHANGE**

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that Shonnah Weaver be and she is hereby appointed City Clerk, effective July 1, 2024, and further ordered that City Roper be appointed Assistant City Clerk with a salary increase up to \$23.00 per hour and Gail Lance be appointed Senior Administrative Assistant with a salary increase up to \$21.00 per hour, effective July 1, 2024.

**IN RE: POLICY FOR USE CITY OF BATESVILLE FACILITIES**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken,

**IN RE: SALARY INCREASE**

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that Shonnah Weaver's salary be and it is hereby increased up to \$60,000.00 per year, effective July 1, 2024.

**NOTE:** No action was taken on the potential litigation nor on the real estate matters discussed.

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

1. Chief Building Official Andy Berryhill provided copies of the monthly inspections.
2. Fire Chief Tim Taylor provided copies of the monthly reports.

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 2:00 o'clock p.m., March 19 2024, at the City Hall at 103 College Street, Batesville, Mississippi.

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

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Mayor

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

**MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI****MARCH 5, 2024****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**

The adjourned meeting of the Mayor and Board of Aldermen, 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: March 19, 2024

Hour: 2:00 p.m.

Subject Matter: To transact any and all business that may be transacted at a meeting of the Mayor and Board of Aldermen.

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