

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

JUNE 4, 2024

**REGULAR MEETING**

**JUNE 4, 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 June, being the 4<sup>th</sup> day of June 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; Assistant Public Works Director Newt Benson; Fire Chief Tim Taylor; Deputy Fire Chief David Tarver; Civic Center Director Rodney Holley; Assistant City Clerk Shonnah Weaver; and Administrative Assistant Sulli Woods.

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

**IN RE: APPROVAL OF AGENDA**

Upon motion of Alderman Morrow and second of Alderman Harrison on and upon unanimous vote taken, the agenda of June 4, 2024, was approved with the following additions: Set Public Hearing, remove item number one under Assistant City Clerk, and Mendrop agreement.

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

JUNE 4, 2024

**CITY OF BATESVILLE  
BOARD MEETING**

JUNE 4, 2024

2:00 P.M. | CITY HALL

**AGENDA****CALL TO ORDER:** Mayor Hal Ferrell**INVOCATION:** Rachel Kirkland

**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**

- June 4, 2024

**APPROVE MINUTES OF PRIOR MEETINGS**

- Regular Meeting – May 21, 2024

**CONSENT AGENDA**

1. Approval for the Batesville Police Department to host a summer D.A.R.E. camp June 12-14, 2024, with expenses paid/reimbursed by the City not to exceed \$1,000.00.

**PAY REQUEST AGENDA**

1. Approval of Pay Application #6 in the amount of \$85,416.25 to be made to M&N Construction in connection with Concourse Phase 2. (Panola County Board of Supervisors minutes attached.)
2. Approval of Pay Application #5 in the amount of \$313,242.29 to be made to W&T Contracting Corporation in connection with Sewer Rehab.
3. Approval of Payment in the amount of \$5,825.89 to be made to Sozo Architecture, PLLC in connection with Concourse Phase 2. (Panola County Board of Supervisors minutes attached.)
4. Approval of Pay Application #2 in the amount \$2,185.00 to be made to R-Con, Inc. in connection with Batesville Drainage Improvement.

**HUMAN RESOURCES**

See Attached

**VISITORS****PERMANENT VISITORS**

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

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

JUNE 4, 2024

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

1. Monthly inspection & complaint list
2. Planning Commission Minutes meeting for May
3. Set Public Hearing- Variance Request for Arby's additional signage
4. Set Clean Up Hearing as needed

**CHIEF OF POLICE – DENNIS DARBY**

1. Approval to sign the Finch-Henry Job Corps Center agreement
2. Approval to sign the agreement to renew the subscription to Leads Online.

**CITY ATTORNEY – COLMON MITCHELL****ASSISTANT CITY CLERK – SHONNAH WEAVER**

1. Approval to accept quotes
2. Ad Valorem Tax Exemption- General Electric Company
3. Refund
4. Voting Delegates- 2024 Elections
5. Approval to increase credit card limit and change authorized users

**FIRE CHIEF – TIM TAYLOR****PARKS AND RECREATION DIRECTOR – HEATH FULLILOVE****CIVIC CENTER DIRECTOR – RODNEY HOLLEY**

1. Approval to accept Morris Lawn Service, LLC quote.
2. RV policy

**ASSISTANT PUBLIC WORKS DIRECTOR – NEWT BENSON**

1. Requesting permission for services outside the city limits. 120 Elbert Smith Road, Elbert Smith - **\$1,196.88**
2. Agreement- Mendrop
3. Agreement- Sozo
4. Flagging Rate Agreement

**ALLOW CLAIMS: 44832-45470 (includes The Co-Op)****OTHER MATTERS BY MAYOR OR ALDERMAN:****EXECUTIVE SESSION**

1. Personnel Matter- Fire Department

**ADJOURNMENT****IN RE: APPROVAL OF MINUTES**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, the minutes of the May 21, 2024, regular meeting.

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

JUNE 4, 2024

IN RE: SIGNATURE SHEET FOR MEETING OF MAY 7, 2024

Board Meeting  
June 4, 2024  
Signature Sheet

|                           |                       |                      |
|---------------------------|-----------------------|----------------------|
| John Whittaker            | 1098 Lakewood Dr      | Batesville           |
| Please print name clearly |                       |                      |
| Bobby Thompson            | 106 Polley St         | Batesville, MS 38606 |
| Please print name clearly |                       |                      |
| Andy Bergdill             | City                  |                      |
| Please print name clearly |                       |                      |
| Dennis Darby              | 106 College St.       | Batesville           |
| Please print name clearly |                       |                      |
| Austin Gant               | 953 Ranchette Acres   | Batesville, MS 38606 |
| Please print name clearly |                       |                      |
| Greg Smith                | Scratchmans           |                      |
| Please print name clearly |                       |                      |
| David Tarver              | 132 Van Voris         |                      |
| Please print name clearly |                       |                      |
| Tom Tombe                 | 132 Van Voris         | Batesville           |
| Please print name clearly |                       |                      |
| John Miles                | 385 Tufts Rd.         | Batesville, MS 38606 |
| Please print name clearly |                       |                      |
| Levin Miles               | 385 Tufts Rd.         | Batesville, MS 38606 |
| Please print name clearly |                       |                      |
| Rodney Hayes              | 101                   |                      |
| Please print name clearly |                       |                      |
| Darrell Dixon             | NOPD                  |                      |
| Please print name clearly |                       |                      |
| Walter Williams           | 201 Grand St.         | Batesville, MS 38606 |
| Please print name clearly |                       |                      |
| Mark Benson               | City                  |                      |
| Please print name clearly |                       |                      |
| Shalanda Far              | City                  |                      |
| Please print name clearly |                       |                      |
| Gloria Tucker             | Courtland, MS         |                      |
| Please print name clearly |                       |                      |
| Facilia Watters           | 3556 Cotton Plant Rd. | Batesville, MS 38606 |
| Please print name clearly |                       |                      |
| Sarah Dale Shaffer        | 202A Eureka Rd        | Batesville, MS       |
| Please print name clearly |                       |                      |
| Heather Parmer            | # Timberridge Apt     |                      |
| Please print name clearly |                       |                      |
| Ghavanta Harris           | Timberridge           |                      |
| Please print name clearly |                       |                      |
| Melissa Nelson            | 122 Lakewood Dr       | Batesville           |
| Please print name clearly |                       |                      |

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

JUNE 4, 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 for the Batesville Police Department to host a summer D.A.R.E. camp June 12-14, 2024, with expenses paid/reimbursed by the City not to exceed \$1,000.00.

**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 Pay Application #6 in the amount of \$85,416.25 to be made to M&N Construction in connection with Concourse Phase 2. (Panola County Board of Supervisors minutes attached.)
2. Approval of Pay Application #5 in the amount of \$313,242.29 to be made to W&T Contracting Corporation in connection with Sewer Rehab.
3. Approval of Payment in the amount of \$5,825.89 to be made to Sozo Architecture, PLLC in connection with Concourse Phase 2. (Panola County Board of Supervisors minutes attached.)
4. Approval of Pay Application #2 in the amount \$2,185.00 to be made to R-Con, Inc. in connection with Batesville Drainage Improvement.

**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 promote Nick Arendale from Firefighter to Driver/ Operator on Shift C. Pay rate adjusted from \$14.33 to \$15.95. Effective June 13, 2024.
2. Approval for pay adjustment for Landon Brown, from \$13.55 to \$14.33 per hour. Effective June 13, 2024.
3. Approval to accept resignation of Patrick Joiner from the Street Department, effective May 15, 2024.

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

JUNE 4, 2024

**IN RE: HANDICAP/DISABILITY ACCESS FOR DOWNTOWN SQUARE**

The Mayor recognized Sarah Dale Shaffer who appeared before the Mayor and Board of Aldermen requesting better access for handicap and people with a disability for the Downtown Square near William H. Polk & Co., CPAS firm. The Board of Aldermen instructed Assistant Public Works Director Newt Benson to investigate this matter.

**IN RE: RACE FOR GRACE 5K**

The Mayor recognized Austin Gant who appeared before the Mayor and Board of Aldermen requesting to host a “Race for Grace 5K” in the city limits of Batesville on September 14, 2024, using the same route as last year.

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

**IN RE: TIMBER RIDGE APARTMENTS**

The Mayor recognized Joan Miles and Shalanda Ford with the Panola County NAACP who appeared before the Mayor and Board of Aldermen stating their concerns with the Timber Ridge Apartments. The Board of Aldermen ordered Chief Building Official Andy Berryhill to get in touch with the Owner of the Timber Ridge Apartments.

**IN RE: PANOLA ARTS COMMISSION**

The Mayor recognized Matt Wymer with Panola Arts Commission who appeared before the Mayor and Board of Aldermen stating how he would like the City of Batesville to have Art Festivals, Art Gallery, etc. The Board of Aldermen instructed him to get with Panola Partnership Director Joe Azar for assistance.

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

JUNE 4, 2024

**IN RE: PAVING PLAN 2024**

Upon motion of Alderman Walton and second of Alderman Land and upon unanimous vote taken, it was ordered that the following streets be and they are hereby approved in connection with the street improvement plan and further ordered that the City Clerk publish an advertisement in *The Panolian*, a legal newspaper published in Batesville, Mississippi, once each week for not less than two consecutive weeks that the Mayor and Board of Aldermen will receive bids for paving at City Hall, 103 College Street Batesville, Mississippi. The Mayor and Board of Aldermen reserves the right to reject any and all bids:

| <b>GENERAL INDEX</b>      |                  |
|---------------------------|------------------|
| <b>CONTENTS</b>           | <b>SHEET NO.</b> |
| COVER                     | 1.0              |
| QUANTITIES                | 2.0              |
| PEARSON STREET            | 3.0              |
| VAN VORIS STREET          | 4.0              |
| RANDY HENDRIX DRIVE       | 5.0              |
| HOUSE CARLSON DRIVE       | 6.0              |
| MEDICAL CENTER DRIVE      | 7.0              |
| LAKEWOOD DRIVE            | 8.0-8.1          |
| HARMON ROAD (ALTERNATE 1) | 9.0-9.1          |
| MLK DRIVE (ALTERNATE 1)   | 10.0             |

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

JUNE 4, 2024

**IN RE: 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote take taken, the Mayor and Board of Aldermen acknowledged the following public hearing from June 4, 2024, in connection with the CDBG Public Facility Application:

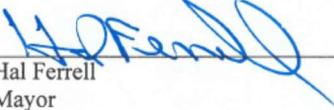
**CITY OF BATESVILLE, MISSISSIPPI  
SECOND PUBLIC HEARING  
CDBG PUBLIC FACILITIES PROJECT  
BATESVILLE CITY HALL  
JUNE 4, 2024  
3:00 P.M.**

Darrell Dixon of North Delta Planning and Development District called the public hearing to order. Mr. Dixon explained that the City of Batesville, MS was awarded funds for CDBG Public Facilities Grant for sewer system improvements in the city.

Mr. Dixon explained the public benefits based on national standards and objectives, the amount of funds made available to the county, and the process by which the CDBG grant is executed.

After providing a status update on the project construction work, the floor was then opened for questions and comments from the public. One citizen asked questions about the project work area and provided written comments to be included in the public hearing record. Mr. Dixon explained that all streets in the project area may not see construction activities but would benefit from the construction work.

When no further questions or comments were heard, Mr. Dixon thanked all present for participating and adjourned the public hearing.

  
\_\_\_\_\_  
Hal Ferrell  
Mayor

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

JUNE 4, 2024

**IN RE: SET PUBLIC HEARING- VARIANCE- ARBY'S ADDITIONAL SIGNAGE**

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

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

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

WHEREAS, The said Alejandro Orfanos requests a variance to allow an additional twenty-four (24) square feet of signage. Said property is located at 596 Highway 6 East in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is described as:

Parcel #3182P0005300 40002402  
PT W ½ SE ¼  
Unplatted Land 9-9-7  
596 Highway 6 East

and

WHEREAS, said request was received by the Planning Commission of the City of Batesville at their meeting held on May 28, 2024, and

WHEREAS, said Planning Commission recommended the variance be allowed and

NOW, THEREFORE, BE IT ORDERED that on the 2<sup>nd</sup> day of July 2024, at 3:00 o'clock P.M. in the City Hall of the City of Batesville, Mississippi, the Mayor and Board of Aldermen will hold a public hearing on said application and the Clerk of the City of Batesville, Mississippi, is hereby ordered and authorized to place a notice of said public hearing for publication in "The Panolian", a newspaper having a general circulation in the City of Batesville, Mississippi.

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

JUNE 4, 2024

**IN RE: SET PUBLIC HEARING- VARIANCE- LOCKER'S**

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

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

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

WHEREAS, The said Harry Guckert requests a variance to allow a 20' side setback on the property for the construction of an addition to an existing industry. Said property is owned by Warehouse 3 LLC and located at 209 Pearson Street in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is described as:

Parcel # 3183Q0000100 210000600  
2.7 ACC LOTS 5 & 6 – BLK 21  
Original Town of Batesville  
209 Pearson Street

and

NOW, THEREFORE, BE IT ORDERED that on the 2<sup>nd</sup> day of July 2024, at 3:00 o'clock P.M. in the City Hall of the City of Batesville, Mississippi, the Mayor and Board of Aldermen will hold a public hearing on said application and the Clerk of the City of Batesville, Mississippi, is hereby ordered and authorized to place a notice of said public hearing for publication in "The Panolian", a newspaper having a general circulation in the City of Batesville, Mississippi.

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

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JUNE 4, 2024

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**IN RE: SET CLEANUP HEARING – ALI MAROUF KHDEIR**

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

**RESOLUTION SETTING PUBLIC HEARING**

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

Ali Marouf Khdeir- 152 Public Square

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Aldermen of the City of Batesville will conduct a hearing at City Hall on the 2<sup>nd</sup> day of July, 2024, at 3:00 p.m. to determine if said properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and that notice of such hearing be given to the owners in the manner and for the time required by law.

RESOLVED this the 4<sup>th</sup> day of June, 2024.

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

JUNE 4, 2024

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

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



**FINCH HENRY  
JOB CORPS CENTER**  
Sylvia Swan, Center Director

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

The Agreement is entered into this 1st Day of July 2024 between the Batesville Police Department hereinafter referred to as the Agency and the Finch-Henry Job Corps Center hereinafter referred to as the Center.

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

**The Agency and Center agree that:**

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

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

JUNE 4, 2024



**FINCH HENRY**  
**JOB CORPS CENTER**  
Sylvia Swan, Center Director

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

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

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

This agreement shall be in effect for the one-year period July 1, 2024 to June 30, 2025.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Dennis Darby, Chief of Police  
Batesville Police Department  
(662) 563-5653

Sylvia Swan, Center Director  
Finch Henry Job Corps Center  
(662) 563-4656 ext. 1112212

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

JUNE 4, 2024

**IN RE: LEADS ONLINE AGREEMENT**

Upon motion of Alderman Walton and second of Alderman Land and upon unanimous vote taken, it was ordered that the subscription services agreement between the City of Batesville Police Department and Leads Online be and it is hereby approved and further ordered that Chief of Police Dennis Darby be and he is hereby authorized to sign said agreement for renewal. The Mayor and Board of Aldermen do hereby find and determine that the Batesville Police Department is receiving an immediate benefit and therefore a payment in the amount of \$3,625.00 be issued to Leads Online that is not a pre-payment. A copy of said agreement is on file in the City Clerk's Office and is set out below:



Real Time Crime • CellHawk • Toolbox

6900 Dallas Parkway, Suite 825  
Plano, Texas 75024-4200

**QUOTE****CUSTOMER:**

Batesville Police Department  
PO Box 689  
Batesville, MS 38606

Date: 5/22/2024  
Quote#: Q-2869-1  
Terms: Quote Only  
Agency ID: 2869

**Service Dates:**

6/1/2024 – 5/31/2025

| DESCRIPTION   | TOTAL   |
|---|---------|
| LeadsOnline TotalTrack Investigation System Service Package | \$3,625 |

Thank you for your interest in LeadsOnline! Please contact your LeadsOnline representative to move forward with this quote.

**Total: \$3,625**

We accept Checks, Credit Cards, and EFT/ACH Payments

LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party. If Customer cannot agree to receive Services without material changes to these terms, please contact your LeadsOnline representative for a revised quote or invoice.

**Update Your Billing Contact Information:**

[www.leadsonline.com/update](http://www.leadsonline.com/update)

**Download our W-9:**

[www.leadsonline.com/w9](http://www.leadsonline.com/w9)

Please call (800) 311-2656 or email [accounting@leadsonline.com](mailto:accounting@leadsonline.com) should you have any questions about this quote.

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

JUNE 4, 2024

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6900 Dallas Parkway, Suite 825 Phone (972) 361-0900  
 Plano, TX 75024 Fax (972) 361-0901  
[leadsonline.com](http://leadsonline.com) Toll-Free (800) 311-2656

## SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (Agreement) is between LeadsOnline LLC, a Delaware limited liability company (LeadsOnline), Batesville MS PD (Customer), and is effective as of the date of the last signature below. This Agreement contemplates one or more Order Forms for Services, which are governed by the terms of this Agreement.

## 1. SOFTWARE SERVICE.

This Agreement and the applicable Order Form provide Customer access to and usage of an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, as specified on an Order Form and limited to the number of Eligible Users defined and listed on the Order Form (Service).

## 2. USE OF SERVICE.

- a. **Customer Owned Data.** All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (Customer Property).
- b. **Responsibilities for Customer Property.** Customer represents and warrants to LeadsOnline that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this Agreement. Customer grants LeadsOnline the right to use the Customer Property solely for Purposes of performing under this Agreement (which includes, without limitation, the right for LeadsOnline to enhance its technology and offerings). LeadsOnline will purge any or all Customer Property upon Customer's written request. Customer may export its Customer Property as allowed by functionality within the Service.
- c. **General Responsibilities.** Customer must (i) ensure that access to Service and information produced by or derived from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or otherwise derived from Service according to all applicable statutes, laws and regulations for use and disclosure of non-public personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) promptly notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer employed by Customer or is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze and use, all information and data submitted to and received from the Service, (vi) refrain from any use, misuse or actions related to Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate any applicable law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, and (vii) verify the accuracy, timeliness, context and relevance of information or communication from Service or personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.
- d. **Governmental Agency Public Records Clause.** If Customer is a government agency and is required by law to permit the inspection and copying of public records, Customer acknowledges the Service contains information protected by exemptions to public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer did not have the record in its possession at the time of the request.
- e. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of any data submitted to the Service, may not share any access credentials; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify LeadsOnline promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's technical documentation (including without limitation, video tutorials) and applicable law.
- f. **LeadsOnline Support.** LeadsOnline must provide Customer support for the Service under the terms of LeadsOnline's Customer Support Policy (Support), which is located at [leadsonline.com/support](http://leadsonline.com/support).

## 3. WARRANTY DISCLAIMER.

- a. **THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS**

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

JUNE 4, 2024

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6900 Dallas Parkway, Suite 825  
Plano, TX 75024  
leadsonline.com Phone (972) 361-0900  
Fax (972) 361-0901  
Toll-Free (800) 311-2656

**FOR A PARTICULAR PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

- b. While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, and that it has used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline will not intentionally cause or introduce any defect, virus, Trojan horse, spyware, malware, or other program code designed to erase, disable, or otherwise harm or interfere with Customer's equipment, data, or other programs.
- c. LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, inaction by Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information derived from it, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or caused by any such actions decisions, reactions, responses, or inaction.

**4. PAYMENT.**

- a. **Fees and Payment.** Customer must pay all fees as specified on the Order Form, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes.
- b. **Nonpayment.** LeadsOnline will provide electronic notice (within the Service) and notice to the email registered with LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the non-payment of an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend Service and Support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 9(c).

**5. MUTUAL CONFIDENTIALITY.**

- a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). LeadsOnline's Confidential Information includes, without limitation, the Service. Customer's Confidential Information includes, without limitation, the Customer Property.
- b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any Purpose outside the scope of this Agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for Purposes consistent with this Agreement, and who have a legal obligation under law or policy regarding confidentiality or have signed confidentiality Agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order unless otherwise directed by the court.

**6. INFORMATION SECURITY.**

- a. **Data Security Measures.** To protect Customer Property from unauthorized disclosure, alteration, or misuse, LeadsOnline shall:
  - i. Agree to the terms of the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Addendum.
  - ii. Ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and/or physically secure locations have a) completed CJIS Security Awareness Training and have passed the Level Four CJIS Security Test designed for Information technology personnel (system administrators, security administrators,

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

JUNE 4, 2024

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6900 Dallas Parkway, Suite 825  
Plano, TX 75024  
leadsonline.com

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Fax (972) 361-0901  
Toll-Free (800) 311-2656

network administrator and b) submitted to and successfully passed state of residency and national fingerprint-based record checks.

- iii. Apply appropriate controls according to the AICPA Trust Services Criteria for Security so as to maintain a secure environment for all Customer Property.
- iv. Maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at rest using FIPS 140-2 standards.
- v. Maintain advanced firewall and intrusion protection, database partitioning, patch management, account management, identification and authentication, configuration management and third-party application and network penetration tests.
- vi. Log events relative to access and use of the Services; maintain and protect logs from disclosure, alteration, or misuse.
- vii. Respond to security incidents; In the event of a data breach (as defined by applicable law), of Customer Property, LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without undue delay. LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of Customer data that was not the result of a data security incident experienced by LeadsOnline.
- viii. Purge any Customer Property upon Customer's written request.

#### 7. INSURANCE.

LeadsOnline shall maintain insurance policies for property, general liability, auto, workers compensation, errors and omissions/cyber liability insurance.

#### 8. PROPERTY.

- a. **Reservation of Rights.** LeadsOnline and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with LeadsOnline. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly granted in this Agreement.
- b. **Restrictions.** Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a service-provider capacity or allow access to the Service or its output by a third party; (ii) use the Service to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks or use any automated means to monitor, access or copy any data from the Service; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function, or graphic. LeadsOnline may suspend Service to Customer if LeadsOnline believes in good faith that Customer's use of the Service poses threat to the security, availability, or legality of the Service; in such event, LeadsOnline will work with Customer to address the issue and restore Service as quickly as possible.
- c. **Audit Information.** LeadsOnline logs events related to user registration, contacts, access, and use of the Services for legal, audit, security, and support Purposes (Audit Information). Audit Information is not Customer Property.

#### 9. TERM AND TERMINATION.

- a. **Term.** This Agreement continues until the 30th day after all Order Forms have expired or earlier terminated as provided below.
- b. **Term of Order Forms.** The term of each Order Form is specified in the Order Form.
- c. **Mutual Termination for Material Breach.** If either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day notice/cure period if the breach has not been cured.
- d. **Termination by Mutual Consent.** This Agreement and/or any Order Form may be terminated by the mutual consent of both parties.
- e. **Termination of an Order Form Due to Non-Appropriation of Funds.** Government Customers may terminate services in an Order Form by providing sixty (60) days' written notice to LeadsOnline prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

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

JUNE 4, 2024

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f. **Return of Customer Property.**

- *Within 60 days after termination*, upon written or electronic request LeadsOnline will make the Service available for Customer to export Customer Property as provided in Section 2(a).
- *After such 60-day period*, LeadsOnline has no obligation to maintain the Customer Property and may destroy it.

10. **LIABILITY LIMIT.**

- a. **Indemnification for Third-Party Claims.** LeadsOnline will defend or settle any third-party claim against Customer to the extent that such claim alleges that the LeadsOnline technology used to provide the Service violates a copyright, patent, or trademark, if Customer promptly notifies LeadsOnline of the claim in writing; cooperates with LeadsOnline in the defense; and allows LeadsOnline to solely control the defense or settlement of the claim. Costs. LeadsOnline will pay infringement claim defense costs it incurs in defending Customer, and LeadsOnline-negotiated settlement amounts, and court awarded damages. Process. If such a claim appears likely, then LeadsOnline may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If LeadsOnline determines that none of these are reasonably available, then LeadsOnline may terminate the Service and refund any prepaid and unused fees. Exclusions. LeadsOnline has no obligation for any claim arising from: Customer's misuse of the Services, LeadsOnline's compliance with Customer's designs, specification, instructions, or technical information; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer's directives, access or use of, or laws or policies applicable to Customer regarding the information and sources thereof accessible via the Services including Customer Property; or technology or aspects not provided by LeadsOnline. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND LEADSONLINE'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**
- b. **EXCLUSION OF INDIRECT DAMAGES.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, LEADSONLINE IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.
- c. **TOTAL LIMIT ON LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR LEADSONLINE'S INDEMNITY OBLIGATIONS, LEADSONLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICE.

11. **GOVERNING LAW AND FORUM.**

- a. **Government Customers.** This Agreement is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.
- b. **All other Customers.** For all other Customers, this agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Collin County, Texas and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

12. **OTHER TERMS.**

- a. **Entire Agreement and Changes.** This Agreement and the Order Form constitute the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or Agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No modification or waiver of any term of this Agreement is effective unless both parties sign an amendment to this Agreement.

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

JUNE 4, 2024

d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.

e. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.

f. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this Agreement.

g. **No Additional Terms.** LeadsOnline rejects additional or conflicting terms of a Customer's form-purchasing document.

h. **Order of Precedence.** If there is an inconsistency between this Agreement and an Order Form, the Order Form prevails.

i. **Survival of Terms.** All provisions of this Agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this Agreement shall survive expiration or termination of this Agreement until fully performed or otherwise are inapplicable.

j. **Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and those it allows to use its technology) may use such information without obligation to Customer.

## 13. SIGNATURES.

Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

| LeadsOnline LLC<br>(LeadsOnline)   | Batesville MS PD<br>(Customer)                           |
|--|--|
| Signature:   | Signature:   |
| Printed Name: Alexander Finley   | Printed Name: Chief Darby                                |
| Title: CEO   | Title: Chief Admin                                       |
| Date:  | Date:  |
| Address: 6900 Dallas Parkway, Suite 825, Plano, Texas 75024, United States | Address: PO Box 689, Batesville, MS 38606, United States |

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

JUNE 4, 2024

**IN RE: AD VALOREM TAX EXEMPTION – GENERAL ELECTRIC COMPANY**

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

**RESOLUTION GRANTING EXEMPTION  
FROM AD VALOREM TAXES**

The City of Batesville this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to General Electric Company.

The governing authority finds that the above-named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application regarding the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101. Mississippi Code of 1972, as amended.

This governing authority does hereby grant, subject to approval and certification of the Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2024, on the property described in the application with a total true value of \$11,357,940.00.

Resolved this the 4<sup>th</sup> day of June 2024.

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

JUNE 4, 2024

**IN RE: ADOPT RESOLUTION - VOTING DELEGATES - 2024 ELECTIONS**

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

**RESOLUTION APPOINTING  
MISSISSIPPI MUNICIPAL LEAGUE  
2024 VOTING DELEGATES  
FOR THE CITY OF BATESVILLE**

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the governing authority Board of Aldermen to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD  
ALDERMEN OF THE CITY OF BATESVILLE**

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2024 Mississippi Municipal League election to be held at the annual convention on June 25<sup>th</sup>, 2024, are as follows:

|                  |                         |
|------------------|-------------------------|
| Voting Delegate: | Stan Harrison, Alderman |
| First Alternate: | Bobby Walton, Alderman  |

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Morrow, seconded by Alderman Land, and was adopted by the following vote, to wit:

|       |       |
|-------|-------|
| YEAS: | NAYS: |
|-------|-------|

|                   |
|-------------------|
| Alderman Harrison |
| Alderman Morrow   |
| Alderman Walton   |
| Alderman Land     |
| Alderman Dugger   |

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4<sup>th</sup> day of June 2024.

ATTEST:

APPROVED:

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

JUNE 4, 2024

**IN RE: APPROVAL TO INCREASE CREDIT CARD LIMIT**

On motion made by Alderman Harrison, second by Alderman Morrow and unanimously carried upon a vote being taken there, it was ordered that the monthly credit limit on the City credit card be increased to \$25,000.00 and that the following be listed as authorized users: Shannah Weaver, Debbie Turner and Kati Overall, and further ordered that the credit card be used for lodging only and a valid receipt must be submitted to the City Clerk; failure to submit a valid receipt will result in that person being responsible for payment.

**IN RE: UPDATED RV PARK POLICY**

Upon recommendation of Civic Center Director Rodney Holley and upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that the RV Park Policy in the form and content as presented to the Mayor and Board of Aldermen, be and it is hereby approved, effective July 1, 2024. A copy of said policy is on file in the office of the City Clerk.

**IN RE: RV RENTAL REFUND**

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that in the amount of \$60.00 be issued to Gail Wagner as a refund for her RV rental for May 9, 2024 and June 4, 2024.

**IN RE: WRESTLING EVENT**

Upon recommendation of Civic Center Director Rodney Holley and upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that a free wrestling event be and it is hereby approved to be held on June 29, 2024, at 4:00 p.m. in the parking lot South of the Civic Center.

City Clerk Susan Berryhill recused herself from the meeting.

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

JUNE 4, 2024

**IN RE: EXTENSION OF CITY UTILITIES OUTSIDE THE CITY LIMITS**

There came for discussion the matter of a request for water services for Elbert Smith, located at 120 Elbert Smith Road, outside the city limits of Batesville.

Upon recommendation of Assistant Public Works Director Newt Benson and upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that city water services be provided to Elbert Smith's property located at 120 Elbert Smith Road, contingent upon and subject to him paying \$1,196.88 for said service in advance of such extension. A copy of the total amount owed by Elbert Smith, is as follows:

FEBRUARY

4/25/2024  
Quote #: 72  
Page: 1

Quoted To:  
Water Department - City of Batesville  
103 College St.  
Batesville, MS 38606

Phone: \_\_\_\_\_  
Cust PO: \_\_\_\_\_  
Reference: Elbert Smith

| Stock Code          | Description        | Terms:<br>Ship Via: | Salesperson: MARK<br>Valid Through: |          |        |
|---------------------|--------------------|---------------------|-------------------------------------|----------|--------|
|                     |                    |                     | Taxable                             | Quantity | Price  |
| BACKHOE#4           | Equipment on Job   | N                   | 2.00                                | 44.00    | 88.00  |
| TOTAL LABOR         | Total Labor on Job | N                   | 1.00                                | 182.88   | 182.88 |
| TOTAL OF MISC. MATE | METER AND TAP      | N                   | 1.00                                | 750.00   | 750.00 |
| TOTAL OF MISC. MATE | DEPOSIT            | N                   | 1.00                                | 100.00   | 100.00 |
| TRUCK#11            | Equipment on Job   | N                   | 2.00                                | 19.00    | 38.00  |
| TRUCK#2             | Equipment on Job   | N                   | 2.00                                | 19.00    | 38.00  |

5/29/2024  
Quote for: Elbert Smith  
120 Elbert Smith Rd.I

SubTotal: 1,196.88  
Tax: 0.00  
Shipping: 0.00  
Total: 1,196.88

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

JUNE 4, 2024

**IN RE: APPROVAL OF ENGINEERING SERVICES AGREEMENT- FY 2023 MCWI PROJECTS**

Upon motion of Alderman Dugger and second of Alderman Walton and upon unanimous vote taken, it was ordered that the professional services agreement between the City of Batesville and Mendrop Engineering Resources, LLC be and it is hereby approved and accepted and further ordered that Mayor Ferrell be and he is hereby authorized to sign said professional services agreement, a copy of which is on file in the Office of the City Clerk and a copy follows along with the City's Standard Contract Addendum thereto:

**AGREEMENT FOR PROFESSIONAL SERVICES****BETWEEN****CITY OF BATESVILLE****AND****MENDROP ENGINEERING RESOURCES, LLC**

THIS IS AN AGREEMENT made on \_\_\_\_\_, between *The City of Batesville*, 103 College Street, Batesville, MS 38606 (OWNER), and *Mendrop Engineering Resources, LLC*, P. O. Box 2905, Ridgeland, Mississippi 39158, (ENGINEER).

The OWNER intends to construct a new 1000 gpm water well and appurtenances at the Crown Elevated Tank site and distribution upgrades using available MCWI funding. These upgrades are described in more detail in Exhibit A, "Project Description" and are hereinafter referred to as the Project.

OWNER and ENGINEER, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by ENGINEER and the payment for these services by the OWNER.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

- 1.1 ENGINEER shall provide for OWNER professional engineering services for each phase of the Project individual Work Assignments to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's independent professional engineers for the Project, providing consultation and advice and furnishing customary engineering services.
- 1.2 By execution of this Agreement, OWNER authorizes ENGINEER to provide Basic Services for the Design Phase of the Project in accordance with Exhibit B, "Scope of Design Phase Services."
- 1.3 When authorized in writing by OWNER, ENGINEER shall provide Basic Services for the Construction Phase of the Project in accordance with Exhibit C, "Scope of Construction Phase Services."

**SECTION 2 - ADDITIONAL SERVICES OF ENGINEER**

- 2.1 Only if authorized in writing in advance by OWNER, ENGINEER shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

**MINUTE BOOK NO. H-3 – CITY OF BATESVILLE, MISSISSIPPI****JUNE 4, 2024**

- 2.1.1 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 2.1.2 Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the Project's general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.
- 2.1.3 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 2.1.4 Services for performing property appraisal, negotiation with property owners or trustees, or any legal fees associated with property or easement acquisition necessary for construction of the Project.
- 2.1.5 Services for developing applications and securing environmental permits such as Corp. of Engineers 404 or National Discharge Elimination system Stormwater Permit for construction activities.
- 2.1.6 Perform subsurface explorations and geotechnical analysis to determine general subsurface conditions and parameters for final design. Perform tests on construction materials during construction to certify compliance with contract specifications.
- 2.1.7 Perform detailed quantity surveys of material, equipment and labor, and audits or inventories of contractor supplied material.
- 2.1.8 Topographic survey and mapping of additional property purchased by the OWNER but outside the Project Limits.

**SECTION 3 - OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2 Attend a pre-design conference and approve the minutes of the pre-design conference.
- 3.3 Assist ENGINEER by placing at ENGINEER's disposal available information pertinent to the Project including previous reports, available geotechnical information, utility locations and any other data relative to design or construction of the Project.

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

JUNE 4, 2024

|     |   |
|-----|---|
| 3.4 | Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.   |
| 3.5 | Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.              |
| 3.6 | Acquire property for easements and rights-of-way required for construction of the Project.  |
| 3.7 | Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of the ENGINEER or of any Contractor. |

**SECTION 4 - PERIOD OF SERVICE**

|     |   |
|-----|---|
| 4.1 | The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of all phases to which this Agreement applies. Specific periods of time and/or completion dates for rendering services are set forth in Exhibit D, "Project Schedule". |
| 4.2 | If OWNER requests in writing modifications or changes in the scope, extent or character of the Project, or if periods of time and/or completion dates are exceeded through no fault of ENGINEER, the period of service and amount of compensation for ENGINEER's services shall be adjusted equitably.  |

**SECTION 5 - PAYMENTS TO ENGINEER**

|     |  |
|-----|--|
| 5.1 | <u>Methods of Payment</u> - OWNER shall pay ENGINEER for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of Exhibit E, "Payments to Engineer".  |
| 5.2 | <u>Time of Payment</u> - The ENGINEER shall submit verified invoices at the end of each month for services rendered and expenses incurred and OWNER shall compensate ENGINEER within thirty (30) days of receipt of said invoice. Interest of 1.5% per month will be payable on any amounts not paid within thirty (30) days, payment thereafter paid first to accrued interest and then to principal unpaid amount. |
| 5.3 | <u>Termination Payment</u> - In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.  |

**SECTION 6 - GENERAL TERMS AND CONDITIONS**

|     |  |
|-----|--|
| 6.1 | <u>Standard of Care</u> – In providing services under this Agreement, the ENGINEER will endeavor to perform in a manner consistent with that degree of care and skill ordinarily |
|-----|--|

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

JUNE 4, 2024

exercised by members of the same profession currently practicing under similar circumstances. The ENGINEER makes no warranty, expressed or implied, as to its professional services rendered under this agreement.

- 6.2 Termination –The obligation to provide further services under this Agreement may be terminated, with or without default, by either party upon 30 calendar days' written notice. All services performed by ENGINEER up to the date of such notice shall be paid for by OWNER in accordance with Exhibit E and based upon the percentage of completion for Basic Services and rates provided for Additional Services.
- 6.3 Suspension - Upon 14 calendar days' written notice to the ENGINEER, the OWNER may suspend the ENGINEER's work. Suspension for any reason exceeding 60 calendar days shall make this Agreement subject to renegotiation or termination as provided for elsewhere in this Agreement. Any suspension shall extend the period of service in a manner that is satisfactory to both the OWNER and the ENGINEER.
- 6.4 Ownership and Reuse of Documents – Contract Documents, computer files, field data, notes, reports, and other documents and instruments prepared by ENGINEER pursuant to this Agreement shall remain the property of the ENGINEER. ENGINEER shall retain all common law, statutory and other reserved rights, including the copyright thereto. The OWNER shall not reuse or make modifications to the documents without prior written authorization of the ENGINEER.
- 6.5 Insurance - The ENGINEER maintains and shall continue to maintain during the term of this Agreement, workman's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability; automotive liability; and professional liability insurance.
- 6.6 Personnel and Facilities - The ENGINEER has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this Agreement within the period of service set forth in Section 4. ENGINEER may subcontract a portion of these services, but these Subconsultants shall be subject to written approval by the OWNER. Such personnel shall not be employees of, nor have contractual relationship with, the OWNER.
- 6.7 Accounting System - The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER's accounts which relate to services provided under this Agreement.
- 6.8 Successors and Assigns – Neither OWNER nor ENGINEER shall assign any interest in this Agreement without the prior written consent of the other and in no case shall assignment relieve assigns from liability under this Agreement. This Agreement shall bind the successors and legal representatives of both parties. Nothing in this Agreement shall give any rights or benefits to anyone other than OWNER and ENGINEER.
- 6.9 Relationship - The OWNER has retained ENGINEER to provide independent professional services and shall not control the manner or method of services of ENGINEER. These

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

JUNE 4, 2024

parties have not entered into any joint venture or partnership with the other. The ENGINEER is not and shall not be considered the agent of the OWNER.

6.10 Opinion of Probable Construction Cost – In providing opinions of probable construction cost, the Owner understands that the ENGINEER has no control over the cost or availability of labor, equipment or material, or over market conditions or the Contractor's method of pricing, and that the ENGINEER's opinion of probable construction cost are made on the basis of the ENGINEER's professional judgment and experience. The ENGINEER makes no warranty, expressed or implied, that the bids or the negotiated cost of work will not vary from the ENGINEER's opinion of probable cost.

6.11 Indemnification

6.11.1 Section 6.11 supersedes and overrides any language found elsewhere in this document and included attachments as pertaining to indemnification.

6.11.2 The ENGINEER agrees to hold harmless and indemnify OWNER from and against liability arising out of ENGINEER's negligent performance of professional services under this Agreement. It is specifically understood and agreed that in no case shall the ENGINEER be required to pay an amount disproportional to ENGINEER's culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.3 The OWNER agrees to hold harmless and indemnify ENGINEER up to the same amount that ENGINEER undertakes to indemnify the OWNER under this Agreement, from and against liability arising out of OWNER's negligence. It is specifically understood and agreed that in no case shall the OWNER be required to pay an amount disproportional to OWNER's culpability, or any share of any amount levied to recognize more than actual economic damages.

6.12 Limitation of Liability – To the maximum extent permitted by law, the OWNER agrees that the ENGINEER's liability shall be limited to the injury or loss caused by the negligence of the ENGINEER, its subcontractors, and/or agents hereunder. The ENGINEER's liability for claims, damage, cost, injury or loss arising from professional errors or omissions shall not exceed the amount of the total amount of the ENGINEER's fee for this project.

6.13 Force Majeure - Neither OWNER nor ENGINEER shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.14 Separate Provisions - If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.15 Hazardous Materials

6.15.1 When hazardous materials are known, assumed or suspected to exist at a project site, ENGINEER is required to take appropriate precautions to protect the health

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

JUNE 4, 2024

and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. OWNER hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform ENGINEER in writing prior to initiation of services under this Agreement.

6.15.2 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. OWNER agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER agrees to notify OWNER as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. OWNER waives any claim against ENGINEER arising from ENGINEER's encountering unanticipated hazardous materials or suspected hazardous materials.

6.16 Governing Law - The laws of the State of Mississippi will govern the validity of this Agreement, its interpretations and performance, and remedies for any claims related to this Agreement.

6.17 Design without Construction Administration – It is understood and agreed that if the OWNER elects not to utilize the services of the ENGINEER for Construction Phase Services as outlined in Exhibit C, "Scope of Construction Phase Services", the client assumes all responsibility for interpretation of Contract Documents and for construction observation and the client waives any claims against the ENGINEER that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.

If the Client requests in writing that the ENGINEER provide any specific construction phase services and if the ENGINEER agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in Section 2.

6.18 The ENGINEER authorizes, *Sheila Williams, P.E.*, Registered Professional Engineer No. **15784** in the State of Mississippi, to act on his behalf for this Project.

#### SECTION 7 - EXHIBITS

7.1 The following Exhibits and Attachments are attached to and made a part of this Agreement:

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

JUNE 4, 2024

Exhibit A, "Project Description"

Exhibit B, "Scope of Design Phase Services"

Exhibit C, "Scope of Construction Phase Services"

Exhibit D, "Project Schedule"

Exhibit E, "Payments to Engineer"

Exhibit F, "Fee Schedule"

Exhibit G, "Attachment C – Subaward Terms and Conditions for Contracted Parties"

Exhibit H, "Byrd Anti-Lobbying Amendment"

7.2 This Agreement, consisting of Pages 1 to 7, inclusive, together with the Exhibits identified above, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written and oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: *The City of Batesville*Hal Ferrell, MayorENGINEER: *Mendrop Engineering Resources*Blake Mendrop, PE, PLS, Principal

WITNESS: \_\_\_\_\_

WITNESS: Shirley

## STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum is an integral part of any and all Contracts entered into by the City of Batesville, Mississippi ["City"], and, therefore, is hereby made a part of the Contract between the City and Mendrop Engineering Resources, LLC [the "Contract"].

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

CITY OF BATESVILLE, MISSISSIPPI

By: \_\_\_\_\_  
HAL FERRELL, MAYOR

MENDROP ENGINEERING RESOURCES, LLC

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

(Print Name and Title)

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

JUNE 4, 2024

## IN RE: FLAGGING RATE AGREEMENT

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that the flagging rate agreement be and it is hereby approved and accepted and further ordered that Mayor Ferrell be and he is hereby authorized to sign said flagging rate agreement, a copy of which is on file in the Office of the City Clerk.

Flagging Rate Agreement

When a contractor, state agency, utility or other approved third party has workers and equipment working within the railroad right-of-way, Federal Regulations mandate protection must be provided by a qualified railroad flagman. Equipment with extensions, such as a crane boom, that are near enough to reach within twenty-five (25) feet of the track also require proper protection. The completion of this form is required when submitting a formal request for a qualified railroad flagman.

An advance deposit in an amount equal to the estimated hours of flagging required must be paid at least two (2) weeks in advance. The signed Flagging Rate Agreement form and deposit shall be sent to: **Gulf & Atlantic Railways - C/O Accounting Dept. (R.E. Fees) – 245 Riverside Avenue, Suite 250, Jacksonville, FL 32202.** **Please make the check payable to the railroad the work is being performed on or contact us for ACH information.**

The railroad must be contacted a minimum of fourteen (14) days prior to the required flagging date in order to receive approval from the Roadmaster or Division Engineer who will be scheduling the flagman protection. Below are the Flagging Rates for flagging work completed within the railroad right-of-way.

- \$225.00 Per hour with a ten (10) hour minimum on Monday through Thursday
- \$275.00 Per hour for all hours over ten (10) hours Monday through Thursday
- \$275.00 Per hour with an eight (8) hour minimum on Fridays and Saturdays
- \$350.00 Per hour for all hours over eight (8) on Fridays, Saturdays, or up to eight (8) hours on Sundays or Holidays

By completing the information below and signing this Agreement, you acknowledge and agree to pay the rates for flagging and further agree to provide a deposit no less than two (2) weeks in advance of the required flagging date. In the event of emergency flagging where the required two (2) week notice and prepayment cannot be given, all rates are subject to a 1.5x multiplier.

|  |  |
|--|--|
| Total Prepayment (Rate x Days):                  |  |
| Date Range for Flagging:                         |  |
| Deposit Check Number or ACH Confirmation Number: |  |
| Company Name:                                    |  |
| Address:   |  |
| Billing Contact Name:                            |  |
| Billing Contact Title:                           |  |
| Billing Contact Phone:                           |  |
| Onsite Contact Name:                             |  |
| Onsite Contact Title and Company:                |  |
| Onsite Contact Phone:                            |  |
| Railroad Name:                                   |  |
| Project Location (Address or Lat/Long):          |  |
| Authorized Personnel Signature:                  |  |
| Date:  |  |

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

JUNE 4, 2024

Alderman Harrison recused himself from the meeting.

**IN RE: ALLOW CLAIMS**

On motion made by Alderman Morrow, second by Alderman Land 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 44832-45470 (includes the Co-Op) be and the same are hereby approved and allowed and shall be paid by Warrant drawn on the fund indicated.

Alderman Harrison returned to the meeting.

**IN OPEN SESSION**

Alderman 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; Chief of Police Dennis Darby; Assistant City Clerk Shannah Weaver and Administrative Assistant Sulli Woods.

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 the expansion of businesses, potential land acquisition, acquiring real estate, appraisal for property, sale of City surplus property, personnel matter at the Civic Center, personnel matter involving the fire department and personnel matters involving salaries.

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

JUNE 4, 2024

**IN OPEN MEETING**

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for the purpose of discussing discuss the expansion of businesses, potential land acquisition, acquiring real estate, appraisal for property, sale of City surplus property, personnel matter at the Civic Center, personnel matter involving the fire department, personnel matter involving salary, and personnel matter involving salaries 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 Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant City Clerk Shonnah Weaver and Administrative Assistant Sulli Woods.

**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 Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant City Clerk Shonnah Weaver and Administrative Assistant Sulli Woods.

There came on for discussion the expansion of businesses. (Public Works Director David Karr, Assistant Public Works Director Newt Benson, Darrell Dixon of North Delta Planning and Development, Panola Partnership Director Joe Azar and Blake Mendrop of Mendrop Engineering Resources were present during this part of discussion.)

There next came on for discussion potential land acquisition (Assistant Public Works Director Newt Benson, Darrell Dixon of North Delta Planning and Development, Fire Chief Tim Taylor, Assistant Fire Chief David Tarver, Panola Partnership Director Joe Azar and Blake Mendrop of Mendrop Engineering Resources were present during this part of discussion.)

There next came on for discussion the matter of acquiring real estate. (Assistant Public Works Director Newt Benson, Blake Mendrop of Mendrop Engineering Resources and Panola Partnership Director Joe Azar were present during this part of discussion. Alderman Dugger recused himself during this part of discussion.)

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

JUNE 4, 2024

There next came on for discussion the appraisal for property.

There next came on for discussion the personnel matter in the Civic Center. (Civic Center Director Rodney Holley was present for this conversation.)

There next came on for discussion the personnel matter in the Fire Department. (Fire Chief Tim Taylor and Assistant Fire Chief David Tarver were present during this conversation.)

There next came on for discussion the personnel matter involving salaries.

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

**IN OPEN MEETING**

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

**IN RE: BUSINESS EXPANSION**

Upon motion made by Alderman Morrow, second by Alderman Dugger and unanimously carried upon a vote being taken there, it was ordered that the City Clerk publish an advertisement in *The Panolian*, a legal newspaper published in Batesville, Mississippi, once each week for not less than two consecutive weeks that the Mayor and Board of Aldermen will receive Request for Qualifications for Engineering Services relative to water/wastewater upgrades for an expansion of a business, at City Hall, 103 College Street Batesville, Mississippi. The Mayor and Board of Aldermen reserves the right to reject any and all bids.

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

JUNE 4, 2024

**IN RE: COVENANT CROSSING-UTILITY SERVICES**

Upon motion made by Alderman Harrison, second by Alderman Morrow and upon unanimous vote taken, it was ordered to apply for DRA funding through the SEDAP and/or CIF funding relative to extension of water/gas to a business expansion.

**IN RE: JOLLY JAMES ROAD**

Upon motion made by Alderman Harrison, second by Alderman Morrow and upon unanimous vote taken, it was ordered that the Legal Department be and they are hereby authorized to prepare a letter to Gene Welch, over the Mayor's signature, relative to Jolly James Road.

**IN RE: APPRAISAL FOR PROPERTY**

Upon unanimous consent, the Legal Department was ordered to obtain an appraiser to appraise the potential property to be purchased by the City.

**IN RE: RV CAMPHOST**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the order adopted August 1, 2023, recorded in Minute Book G-3 at Page 216 offering employment to Jarrod Corlew as the Civic Center RV park camp host/monitor and be allowed to park his RV free of charge in return for his service, be and it is hereby rescinded.

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

JUNE 4, 2024

**IN RE: SUSPENSION- FIRE DEPARTMENT**

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that Steve Whitworth be and he is hereby suspended without pay, effective immediately, until further notice.

**IN RE: SALARY EMPLOYEES**

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that IT Manager, Joel Taylor, remain a salaried employee, but he will begin punching a time clock, effective June 13, 2024.

**IN RE: SALARY INCREASE**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Newt Benson's salary be and it is hereby increased up to \$95,000.00 per year, effective July 1, 2024.

**IN RE: CLOSURE FOR CITY HALL**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that City Hall be closed from 12:00 p.m. until 1:00 p.m. on Wednesday, June 5, 2024, for the Public Works Director David Karr's retirement party.

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

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JUNE 4, 2024

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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 and the Planning Commission minutes for May.

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 1:30 o'clock p.m., June 11, 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. H-3 – CITY OF BATESVILLE, MISSISSIPPI**

JUNE 4, 2024

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

The regular meeting of the Mayor and Board of Aldermen, 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: June 11, 2024

Hour: 1:30 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.