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SEPTEMBER 5, 2024

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**ADJOURNED MEETING**

**SEPTEMBER 5, 2024**

Pursuant to the adjournment taken, September 3, 2024, the Mayor and Board of Alderman of the City of Batesville reconvened at 10:00 a.m., on September 5, 2024, at the City Hall, 103 College Street, Batesville, Mississippi, when and where were present the following, to-wit: Mayor Hal Ferrell; Aldermen Dennis Land, Stan Harrison, Teddy Morrow and Bill Dugger. Also present were: City Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; City Clerk Shannah Weaver; Administrative Assistant Sulli Woods; and Civic Center Director Rodney Holley.

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

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

SEPTEMBER 5, 2024

**IN RE: TICKETSALES AT BATESVILLE CIVIC CENTER**

Upon recommendation of Civic Center Director Rodney Holley and upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that an increase from \$1.00 to \$3.00 for the facility fee ticket sales.

**IN RE: BATESVILLE CIVIC CENTER- LEASE CONTRACT**

Upon recommendation of Civic Center Director Rodney Holley and upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the following lease contract is hereby approved, effective immediately.

SEPTEMBER 5, 2024



290 Civic Center Dr  
Batesville, MS 38606  
662-563-1392  
[adminasst@batesvilleciviccenter.com](mailto:adminasst@batesvilleciviccenter.com)

### Lease Agreement

**Contract #:**

**Event Name:**

**Contact Name:**

**Phone:**

**Address:**

**Email:**

**Event Start Date & Time:**

**Event End Date & Time:**

**Main Arena Move In Date & Time:**

**Main Arena Move Out Date & Time:**

For good, valuable, and sufficient consideration this Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Batesville Civic Center, (owned by the City of Batesville) hereinafter Lessor, acting by and through its Facility Director, and the above-named party, hereinafter Lessee, hereby covenant, contract, and agree as follows:

- 1. RESERVATION, DEPOSIT, EVENT FEES, PAYMENT.** The Lessor shall schedule all events on a first-come, first served basis. The Lessor shall tentatively schedule any requested event and shall notify the Lessee if another party requests such a date before a reservation is confirmed. Upon signing and return of this contract and a non-refundable deposit of half the rental amount of \$\_\_\_\_\_ will a reservation be considered confirmed. All payments must be paid by check or credit/debit. **NO CASH ACCEPTED.** All events booked less than thirty (30) days before the first date of the event shall not require a deposit, but rather a full payment of the rental of the Facility. This payment will not be refunded if the event is canceled. Event fees shall consist of any space rental and any other fees as itemized on the Settlement Form that arise

290 Civic Center, Batesville, MS 38606 Phone: 662-563-1392 INITIALS: \_\_\_\_\_ PAGE 1

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from additional items or services required or requested. Full payment of all fees on the Settlement Form must be received on the closing night of the Lessee's use of the facility. **All credit card payments will incur a 3.5% processing fee.**

2. **THIS AGREEMENT.** Lessee covenants and agrees that its failure to fully and faithfully perform all covenants, conditions and agreements in this Agreement applicable to lessee shall excuse and relieve Lessor's performance of its obligation and agreements in this Agreement. This Agreement is the entire agreement and contains all of the understandings between the parties with respect to the subject matter hereof. Each of the parties represents and warrants to the other that it has the requisite authority and capacity to enter into and perform this Agreement and this Agreement is legally binding and enforceable in accordance with its terms. If the Lessee is not a legal entity, then the individual who executes this Agreement on behalf of the Lessee shall be the Lessee and is personally responsible for and liable for the performance of the Lessee's agreements, covenants, contract, promises, and obligations set forth herein. This Agreement does not constitute or create a partnership or joint venture or any other relationship between the parties except as Lessor and Lessee and neither party shall be liable for any representation, act, or omission of the other. Matters that are not expressly addressed in this Agreement shall be addressed by the Lessor in its sole discretion and shall be binding upon the Lessee and shall be deemed to be part of this Agreement.
3. **CHARITABLE COLLECTIONS.** No collections, whether for charity or otherwise, shall be made, attempted or announced on the premises without the prior written consent of the Lessor.
4. **DEFAULT.** Lessee shall be in default and breach of this Agreement if the Lessee shall fail, neglect, or refuse to pay rent or any other sums of money which Lessee is obligated to pay pursuant to this Lease when and as it is due and payable hereunder and without demand therefore, or to keep and perform any covenant, condition, obligation, or agreement contained herein on the part of the Lessee to be kept and performed or to pay the Lessee's debts as such debts come due. If Lessee files bankruptcy proceedings or is placed in involuntary bankruptcy proceedings, then such will be a default and breach of this Agreement by the Lessee. In the event of Lessee's default/breach of this Agreement the Lessor, in its sole discretion may terminate this Agreement without liability for such termination and without releasing Lessee from its liability to pay full amount of rent and other sums of money provided for herein and pursue all remedies available at law and equity against the Lessee for breach of this Agreement including litigation against Lessee for all damages of any kind, character, and description suffered by Lessor on account of said breach. In the event of such termination the Lessee shall immediately surrender the Premises to the Lessor free and clear of all Lessee's property. If Lessee fails to do so, then Lessor may enter upon and take possession of the Premises and expel or remove Lessee and its property without being liable to prosecution or any claim therefor and Lessee shall indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination. Upon such termination the Rent paid by the Lessee shall become the property of the Lessee and shall not be refunded and the Lessor shall have.
5. **EVENT DESCRIPTION.** Upon terms and conditions contained herein and in consideration of the covenants and agreements expressed herein and of the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby grant unto the Lessee the right to use and occupy the Batesville Civic Center for the purpose of their event. The Lessee shall be responsible for describing the use and nature of all events on the leased premises and shall be required to obtain written permission from the Lessor for all activities that take place. The Lessee and any service provider rendering services at the Batesville Civic Center for the Lessee must follow all Federal and State laws and regulations as well as all City of Batesville ordinances.

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6. **NO THIRD-PARTY RIGHT.** This Agreement is not for the benefit of any person, legal entity, association, political entity, or any other entity of any kind that is not a party to or signatory to this Agreement. The Lessor, the City (and its elected and appointed officials, employees and agents), and the Lessee are the sole and only beneficiaries of and holders of rights and obligations under this Agreement.
7. **PARAGRAPH HEADINGS.** The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.
8. **CONSTRUCTION OF AGREEMENT.** Time, and especially time of payment of monies due from the Lessee, shall be of the essence of this Agreement. Nothing herein shall be construed so as to make Lessee the agent, employee or representative of Lessor for any purpose. This Agreement shall be interpreted and enforced under and pursuant to the laws of the State of Mississippi without regard or reference to its conflict of laws principles. To the extent this Agreement is susceptible to more than one interpretation, or contains ambiguities and/or vague provisions, this Agreement shall be interpreted as if it were prepared by both the Lessor and the Lessee equally.
9. **SCHEDULING & DECORATING.** Lessee will provide 10 days before the event a full detailed schedule with the Start and End times for each day of your event in order to staff properly. Any requirements for the facility including but not limited to all staging, sound, lighting, tables & chairs set-up, and such other information as may be required by the Lessor. Failure to do so will require overtime rates.

**CONFERENCE ROOM.** Rental time includes decorating, actual event, and tear down time in the same day. If more time is needed, an hourly rate will be assessed.

No items may be hung or attached or suspended from the walls or ceilings without written permission from the Lessor. The use of nails, tacks, tape or other destructive implements is strictly prohibited. Additional damage fees may be applied to the itemized Settlement Form.

No helium balloons, confetti, banners, laser pointers, candles and sparklers are allowed in the BCC

10. **PASSAGEWAYS, WALKWAYS, SIDEWALKS & STAIRWAYS.** Lessee will permit no chairs or moveable seats to be or remain in the passageways and will keep said aisles, corridors, passages, elevators, stairways and sidewalks free and clear of obstructions and shall not use these other than for ingress and egress.

11. **REFERENCES.** Before the execution of this Lease Agreement the Lessee shall provide to the Lessor in writing three (3) verifiable and satisfactory (in the Lessor's sole discretion) venue references (and full and sufficient contact information for each) where you have held similar events.

12. **COLLATERAL CONTRACTS/PERMITS/LICENSES, AND PERMISSION.** The Lessee shall be responsible for all other contracts, obligations, and expenditures made in connection with its use of the leased premises. By way of illustration and not limitation, these contracts may include entertainment, fees, licenses, permits, special furnishings or decorations, staffing, etc. The Lessee shall be responsible for obtaining permission from the Lessor for all events.

Please provide a list of any activities to take place in conjunction with the event. activities might include DJ, Silent Auction, Drawings or Contests. Anything not specifically listed and pre-approved will not be allowed.

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Lessor will need a list of all Artists to perform. Any Substitutions must be pre-approved in writing.

13. **CONTENT RESTRICTIONS.** No performance, exhibition or entertainment shall be given or held in the BCC which is indecent, obscene or immoral, including nudity and graphic obscenities. Should any such performance, exhibition or entertainment or any part thereof, be deemed by the Lessor to be indecent, obscene, immoral or in any manner publicly offensive, Lessor shall have the authority to stop such event or to demand the removal of objectionable subject. If the Lessor should exercise its prerogative hereunder, all rental and other fees due to Lessor will remain the property of the Lessor and any unpaid charges arising under this agreement shall be considered payable to Lessor. Lessor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons. The Lessor shall not be held liable to the Lessee for its actions.
14. **LESSEE'S ASSURANCE.** If the Lessee is a promoter of the event, then the Lessee hereby certifies and guarantees that it has a valid and properly executed contract with the performer(s), exhibitor(s), or other person(s) whose services form the basis for Lessee's Lease of the BCC and the Lessee shall submit to the Lessor, upon demand a copy of said contract. Where contracts require payment by Lessee to performer(s), exhibitor(s), or other person(s) prior to performance, Lessor may require Lessee to furnish Lessor with proof of Lessee's ability to make such payment. Proof of Lessee's ability to make such payment must be in the form of check or credit/debit in the amount to be due to performer(s), exhibitor(s), or other person(s) from Lessee under its contract and such proof shall be provided to the Lessor not later than three working days prior to the commencement of the term hereof.
15. **LIABILITY INSURANCE.** Liability insurance is required, a policy satisfactory to the Lessor shall be a prerequisite to use of the leased premises. A copy of this policy shall be provided to the Lessor no less than 30 days before the first day of the event. For events scheduled less than 30 days before the first day of the event, proof of insurance shall be a prerequisite to the making of a reservation. The policy shall in no case be for the amount less than \$1,000,000.00 Each Occurrence and \$2,000,000.00 General Aggregate and shall provide the lessor as an additional insured or co-insured party.
16. **INDEMNIFICATION ETC.** The Lessee shall indemnify, defend, and hold harmless the Lessor and the City of Batesville (and its elected and appointed officials, agents, and employees referred to herein as Indemnified Parties) of, from and against any and all claims, damages, litigation, judgments, costs (including attorney fees), expenses, loss, injury, death, and damage arising out of or in any way related, directly or indirectly, to the Lessee's event except to the extent such matters are the result of the Lessor's negligence as determined by agreement between the parties or a court of competent jurisdiction.
17. **MEDICAL SERVICES-AMBULANCES.** It is further agreed that if Lessee or its agents, representatives, managers, employers, players, performers, or participants in or about the BCC during the term of this Lease shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service in connection with any injury or sickness occurring to any person while within or about the BCC during the term of this Lease, even though such service or services be made available or be obtained through the Lessor or any of its agents or representatives or equipment, the Lessee accepts full responsibility for the act and conduct, or services rendered, of any physician, surgeon or other medical professional or ambulance service or other services, shall indemnify, defend and hold harmless the Indemnified Parties as provided in paragraph 16.

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18. **CANCELLATION OR CHANGES.** The only way to amend/change the contract must be in writing which is signed by both parties. No oral changes will be valid.

19. **ADVERTISING.** Please note that any advertising of any kind involving the Batesville Civic Center without pre-approval, deposit, and a fully executed contract in place is forbidden and will result in immediate event cancellation.

20. **BROADCAST.** The Lessee will not broadcast nor permit anyone else to broadcast, over any radio, or television station, or streaming platform, any event, program, speech or music of any kind whatsoever, or any part thereof, produced on the premises, unless and until the Lessor shall have given its written permission, therefore. If any of the conditions of such written permission are violated, the Lessor, at its option, may at any time stop such broadcasting, recordings, or transcriptions of performances shall not be made without the written permission of the Lessor. Under conditions warranted, the Lessor shall determine fees to be paid to the Lessor or any rights running to the Lessee to make a broadcast or recording of the covered event. Such fees shall be agreed upon between the Lessor and Lessee as a prerequisite to any such broadcast.

21. **TICKETS.** All tickets must be sold through an approved Ticketing Agency. Lessee agrees to pay the Lessor \$3 per ticket sold. It is understood and agreed that the Lessee shall not admit persons to any attractions without a numbered ticket from the box office. Holders of season tickets, passes, activity tickets, or complimentary tickets will obtain a numbered ticket from the box office.

**No Re-Entry without a purchase of a new ticket.**

Lesse should provide its own Ticket Takers, Ushers, and any personnel related to the selling of tickets to your event. If not provided the Lessor will provide these services at an extra cost.

Every ticket holder must enter through the main entrance turnstile. Ticket manifest along with turnstile count and tickets scanned will be used to determine Final Settlement.

22. **COMPLIMENTARY TICKETS.** Lessee agrees to provide Lessor with 30 complimentary tickets for each performance.

23. **CAPACITY LIMITS.** The Lessee shall not admit or cause to be present any number of people beyond the maximum capacity of the leased premises as determined by the Lessor, or the number of people listed on the Confirmation Sheet. In either case, the Lessor or Staff may shut the event down immediately with no refund of any fees.

24. **BATESVILLE FIRE DEPARTMENT.** Lessee agrees that their "Event" will adhere to the International Fire Codes adopted by the City of Batesville, MS at the time of their "Event". If you have any questions or concern about your "Event" being in compliance, call the Batesville Fire Department at (662) 563-6610

25. **RELOCATE ROOM RENTAL:** The Lessor shall have the right to move the Lessee into any room at the Lessor's discretion. Should the Lessee be moved, no additional room rental cost will be incurred. The Lessor will make every attempt to keep the originally booked room and in no case shall the Lessee be moved into a room of less size without their express, written permission.

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**26. NOVELTIES & MERCHANDISE.** The Lessor reserves to itself and the parties with whom it contracts the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, flowers, candies, novelties, shirts, hats or any related merchandise commonly sold or disbursed in arenas or auditoriums; (2) to take and/or sell photographs; in the event Lessor grants Lessee the right to sell, disburse, or operate any or all of the items set forth above, Lessee shall pay Lessor for said grant in the amount of 20% of gross sales.

**27. CATERING POLICIES.** All food/beverages & alcohol must be booked through Taylor Grocery Special Events Catering. (662) 801-9140. butch@taylorgrocerycatering.com

Failure to do so will be deemed as breach of contract and **NO REFUND** of any fees will be granted.

All menus must be finalized at least 14 days prior to your scheduled event.

**28. CUSTODY OF PROPERTY.** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises by or for the Lessee, Lessor shall act solely for the accommodation of the Lessee and neither the Lessor nor any of its agents or employees shall be liable for any loss of, damage to, or destruction of such property. Lessee shall insure said property against all loss of, damage to and destruction of said property.

The Lessor shall not be liable for any items left at the BCC.

The Lessor is not responsible and shall not be held liable for loss or damage to vehicles or property placed in or upon the premises.

**29. SECURITY.** All events needing security will be required to use Five Star Security. This service will be added to your Final Settlement of payment. Unarmed Security is \$26.00 per guard per hour. Armed Security is \$33.00 per guard per hour. Minimum of 5 Guards. Every 3<sup>rd</sup> Guard must be armed.

All events serving alcohol with 40 or more attendees are required to have adequate security. All alcohol is to be disposed of before exiting the BCC facility.

All bags and persons are subject to be checked.

No Re-Entry without being checked by security.

All points of entrance must be secured by security.

**30. WEAPONS/FIREARMS.** No weapons/guns of any kinds are permitted in the BCC Facility.

**31. PARKING.** Lessee is responsible to let their attendees know that parking should be in designated areas and provide parking lot Security to enforce the rules. Violation of parking will result in being towed at the owner's expense.

**32. SAFETY SCREENINGS & CLEAR BAG POLICY.**

SEPTEMBER 5, 2024

**SAFETY SCREING & CLEAR BAG POLICY**

Batesville Civic Center will implement a Safety Screening & Clear Bag Policy at all Events beginning September 1, 2024. The goal is to ensure a safe environment for our facility, staff, guests and community while promoting an enjoyable event. All BCC events will require patrons to follow the Clear Bag Policy. Prior to the event doors opening patrons will be screened and bags checked. Please use guidelines below for admission into the BCC Venue. Thank You for adhering to the policy standards below.



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33. **UTILITIES/DISRUPTION OF PREMISES.** The Lessor shall furnish, at its expense, heat, water, lights, air conditioning necessary for the Lessee's use during the term of this contract deemed necessary by the Facility Director. The Lessor shall not be held responsible for any loss or damage resulting from any lack of heat, water, lights, or air conditioning due to an act of God, acts by the Lessee or its guests or the failure of equipment to operate or function properly through no fault of the Lessor or its agents.

34. **UNAVAILABILITY OF PREMISES.** In any case in which the premises of the Lessor or any premises covered by this agreement are damaged by fire, flood or other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this contract by the Lessor impossible, then the term of this contract shall end, and the Lessee shall be liable only for fees up to the time of such termination. The Lessee hereby waives and releases any claims for damages or compensation on account of such termination.

35. **NONDISCRIMINATION.** The Lessee hereby agrees, represents, and warrants that no person shall be excluded from participating in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Lessee on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Mississippi State constitutional, or statutory law. The Lessee shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

36. **SMOKING:** Batesville Civic Center is a non-smoking, vaping, or any other tobacco products facility.

37. **PET POLICY.** Pets are not permitted in the Batesville civic center. Service animals may accompany a disabled person with proof of disability & ID certification for the service animal. (This does not include emotional support animals)

38. **JURISDICTION, VENUE, AND ITS CONFLICT OF LAWS.** The BCC is located in the City of Batesville, Panola County, Mississippi, and any action, litigation, claims, suits or disputes arising under or related to this Agreement, or the event shall be brought in the appropriate state court located in the Second Judicial District of Panola County, Mississippi and governed exclusively by the laws of the State of Mississippi without regard or reference to its conflict of laws principles. If Lessor commences litigation or a conflict resolution process against Lessee on any matter related to or arising out of the Agreement or the event, then Lessee shall pay to Lessor the Lessor's reasonable attorneys' fees, costs and expenses.

39. **RENTAL RATES.** The Lessee further covenants and agrees to abide by all the rules, regulations, rates, policies, conditions, and limitations of the Lessor separately provided to the Lessee. The Lessee agrees to pay the itemized fees and charges listed on the Settlement Form in exchange for the use of the leased premises and any provided services. Lessee will be provided with a copy of all rental prices for each section of the Facility.

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**Please fill out the services you will be requesting for your event.**

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

SEPTEMBER 5, 2024

No Lease Agreement exists unless and until this Agreement, without change or modification, has been fully and properly signed by the Lessee and delivered to the Lessor along with all money due and payable to the Lessor on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and thereafter signed by the Lessor as may be appropriate.

Lessee (Print Name)

Lessor Signature (Rodney Holley)

Lessee (Signature)

Lessor's Title (The Director)

Lessee Title

Date

Date

SEPTEMBER 5, 2024



Rodney Holley, Director

## 2024 Rental Contracts

### MAIN ARENA

- \$2,500.00 per day facility rental
- \$3.00 per ticket sold
- \$20.00 per hour, per ticket taker, per door
- \$18.00 per hour, per usher
- \$26.00 per hour unarmed / \$33.00 per hour armed security
- Additional staffing and security costs TBD per event
- Must use concessions / Taylor Grocery Catering
- Tables (8 ft. long) \$5.00 each; Chairs \$0.50 each
- \$2.00 per sq. ft. (stage 40x60 black skirting included)
- Setup costs
- Cleaning costs associated with your event
- Repair costs associated with your event
- 80/20% on all merchandise sales

09/05/24

290 Civic Center Drive

Batesville, MS 38606

662-563-1392

batesvilleciviccenter.com

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Rodney Holley, Director

## 2024 Rental Contracts

### CONFERENCE ROOMS

**Rooms A/B**

- 2,660 sq. ft. (76' x 35')
- Capacity: max. 200 people (depending on set-up)
- includes tables/chairs and set-up
- 1 Adult per 7 minors (under 21)
- **Rates:** \$400 for 8 hrs minimum  
\$75.00 per additional hour  
\$18.75 per additional 15 mins

**Room C**

- 1,575 sq. ft. (45' x 35')
- Capacity: max. 145 people (depending on set-up)
- includes tables/chairs and set-up
- 1 Adult per 7 minors (under 21)
- **Rates:** \$275 for 8 hrs minimum  
\$52.00 per additional hour  
\$13.00 per additional 15 mins

**Stage for conference room/main arena:** 16'x8'

**Security Required after 6:00 pm:** \$26.00 per hour per security guard  
\$13.00 per additional 30 mins  
\$6.50 per additional 15 mins

**Food/Alcohol must go through:** Taylor Grocery Catering  
Contact: Butch Scott 662-801-9140

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Rodney Holley, Director

## 2024 Rental Contracts

### MULTI-PURPOSE BARN

- \$660.00 per day
- \$3.00 per ticket sold
- \$20.00 per hour, per ticket taker, per entrance
- \$26.00 per hour unarmed / \$33.00 per hour armed security
- Additional staffing and security costs TBD per event
- \$2.00 per sq. ft. (stage 40x60 black skirting included)
- Tables (8ft long) \$5.00 each; Chairs \$0.50 each
- Setup costs
- Cleaning costs associated with your event
- Repair costs associated with your event
- 80/20% on all merchandise sales

09/05/24

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Rodney Holley, Director

## 2024 Rental Contracts

### NORTH PARKING LOT

- \$660.00 per day
- \$3.00 per ticket sold
- \$20.00 per hour, per ticket taker, per entrance
- \$26.00 per hour unarmed / \$33.00 per hour armed security
- Additional staffing and security costs TBD per event
- \$2.00 per sq. ft. (stage 40x60 black skirting included)
- Tables (8ft long) \$5.00 each; Chairs \$0.50 each
- Setup costs
- Cleaning costs associated with your event
- Repair costs associated with your event
- 80/20% on all merchandise sales

09/05/24

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Rodney Holley, Director

## 2024 Rental Contracts

### SOUTH PARKING LOT

- \$660.00 per day
- \$3.00 per ticket sold
- \$20.00 per hour, per ticket taker, per entrance
- \$26.00 per hour unarmed / \$33.00 per hour armed security
- Additional staffing and security costs TBD per event
- \$2.00 per sq. ft. (stage 40x60 black skirting included)
- Tables (8ft long) \$5.00 each; Chairs \$0.50 each
- Setup costs
- Cleaning costs associated with your event
- Repair costs associated with your event
- 80/20% on all merchandise sales

09/05/24

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Batesville, MS 38606

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SEPTEMBER 5, 2024

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**IN RE: PAINTING AT CITY HALL**

Upon motion of Alderman Dugger and second of Alderman Land and upon the following votes taken: Alderman Dugger – aye; Alderman Walton – aye; Alderman Land – aye; Alderman Harrison – nay; Alderman Morrow – nay, it was ordered that the exterior of City Hall will not be painted until next year.

**MINUTE BOOK NO. H-3 – CITY OF BATESVILLE, MISSISSIPPI****SEPTEMBER 5, 2024****IN RE: TAX INCREMENT FINANCING - RESOLUTION FOR PUBLIC HEARING- COVENANT CROSSING**

The Mayor and Board of Aldermen (the “Governing Body”) of the City of Batesville, Mississippi (the “City”), took up for consideration the matter of the *Tax Increment Financing Plan City, Covenant Crossing, City of Batesville, Panola County, Mississippi, September 2006, as Amended and Restated August 2024*, and after a full consideration of the matter, Alderman Morrow offered and moved the adoption of the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BATESVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN SECTION 21-45-1 *ET SEQ.*, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE *TAX INCREMENT FINANCING PLAN, COVENANT CROSSING, CITY OF BATESVILLE, PANOLA COUNTY, MISSISSIPPI, SEPTEMBER 2006, AS AMENDED AND RESTATED AUGUST 2024*, PROPOSES A PROJECT THAT IS ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE OF MISSISSIPPI; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH SAID AMENDED AND RESTATED TIF PLAN, AND FOR RELATED PURPOSES.**

**WHEREAS**, Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended from time to time (the “TIF Act”), authorizes municipalities and counties in the State of Mississippi (the “State”) to undertake and carry out development and redevelopment projects as defined therein with the use of tax increment financing and to carry out such projects jointly with other local governmental units, including foreign governmental units from other states, pursuant to the Regional Economic Development Act, Sections 57-64-1 *et seq.*, Mississippi Code of 1972, as amended (the “REDA Act”) or the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code of 1972, as amended and/or supplemented (the “Interlocal Act” and together with the TIF Act and the REDA Act, the “Act”); and

**WHEREAS**, the Governing Body is also authorized by the TIF Act to issue tax increment financing bonds to finance such redevelopment projects; and

**WHEREAS**, on July 15, 2003 in accordance with the TIF Act, the Governing Body previously approved and adopted the *Tax Increment Financing Redevelopment Plan, City of Batesville, Mississippi 1992, As Amended and Restated July 2003* (the “Redevelopment Plan”) which Redevelopment Plan constitutes a qualified plan under the TIF Act; and

**WHEREAS**, on September 19, 2006, the Governing Body adopted that certain *Tax Increment Financing Plan, Covenant Crossing Project, City of Batesville, Mississippi, September 2006* (the “2006 TIF Plan”) after notice and a hearing thereon pursuant to the TIF Act; and

**WHEREAS**, Noon Batesville, LLC (with its successors and assigns, the “Developer”) proposes to develop an approximately 32-acre retail development located in the TIF District by constructing or causing to be constructed thereon a shopping center with, in addition to retail and ancillary uses, may also include a hotel(s) and restaurants, together with infrastructure to support the development and use of same (collectively, “Phase 2”), representing a private investment of approximately \$41,000,000; and

**WHEREAS**, the Governing Body has been presented with an amended and restated tax

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increment financing plan entitled *Tax Increment Financing Plan, Covenant Crossing, City of Batesville, Panola County, Mississippi, September 2006, as Amended and Restated August 2024* (the “Amended TIF Plan” and the “TIF Plan”), a copy of which is attached hereto as **EXHIBIT A** and becomes a part hereof in its entirety, the purpose of which is to amend and restate the 2006 TIF Plan to, among other things, (a) allow the Developer to acquire and redevelop Phase 2 and (b) increase the not to exceed principal amount of the TIF Bonds, or other similar debt instruments to be issued in one or more series, to Fifteen Million Five Hundred Thousand Dollars (\$15,500,000), all in accordance with the TIF Act; and

**WHEREAS**, Phase 2 will be constructed within the established boundaries of the TIF District, as further defined in the Amended TIF Plan; and

**WHEREAS**, the Governing Body has heretofore identified the TIF District within the City as an area in need of development and redevelopment and does hereby find that the Amended TIF Plan is a project of major economic significance within the City and qualifies as a project eligible for tax increment financing as set forth in the Redevelopment Plan, and participation on the part of the City is necessary and would be in the public interest and in the best interest of the public health, safety, morals, and welfare of the City; and

**WHEREAS**, the City proposes to issue TIF Bonds, and may do so jointly with Panola County, Mississippi (the “County”), which TIF Bonds, when and if issued, will be secured by a pledge of the incremental increase in ad valorem tax revenues on real and personal property and sales tax generated by construction and development in the TIF District with such pledge to be further restricted as provided in the Amended TIF Plan, and which funds will be used to pay a portion of the cost of constructing and installing various infrastructure improvements and site improvements of the Phase 2 including but not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, site improvements, on-site parking, paving and other related parking lot improvements; relocation, acquisition or construction of electrical lines, lighting, signalization, buildings, and land, if necessary therefor; acquisition of land, structures or improvements within the TIF District necessary to the development of Phase 2; selling or leasing of property acquired by the City within Phase 2 for not less than fair market value for uses in accordance with this Amended TIF Plan; landscaping of rights-of way; for other purposes authorized pursuant to the TIF Act and REDA Act; related architectural and engineering fees, attorney’s fees, Amended TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs, all as may be authorized by the TIF Act and the REDA Act (the “Infrastructure Improvements”); and

**WHEREAS**, it has now become necessary to make provision for the adoption of the Amended TIF Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:**

**SECTION 1.** All matters and things recited in the premises of this Resolution are found and determined to be true and accurate and are hereby incorporated herein as findings.

**SECTION 2.** This Resolution is adopted pursuant to the Act and the Constitution and laws of the State.

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**SECTION 3.** The Governing Body of the City does hereby declare its intention to amend and restate the 2006 TIF Plan to among other things, (a) allow the Developer to acquire and redevelop approximately Phase 2 and (b) increase the not to exceed principal amount of the TIF Bonds, or other similar debt instruments to be issued in one or more series, to Fifteen Million Five Hundred Thousand Dollars (\$15,500,000), all in accordance with the TIF Act.

**SECTION 4.** The Governing Body of the City does hereby request that the Board of Supervisors of the County, acting for and on behalf of the County, adopt an amended tax increment plan in connection with Phase 2, which amended tax increment plan will be consistent with the City's Amended TIF Plan.

**SECTION 5.** A public hearing (the "Public Hearing") shall with respect to the Amended TIF Plan be held at a regularly scheduled meeting of the Governing Body located at 103 College Street, Batesville, Mississippi 38606 on Friday, September 27, 2024, at 10:00 AM.

**SECTION 6.** The Clerk of the City is hereby directed to publish a notice in substantially the form of the notice attached hereto as EXHIBIT B in *The Panolian*, a newspaper having general circulation in the City in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section 5 hereof.

**SECTION 7.** If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

**SECTION 8.** For cause, this resolution shall become effective immediately upon the adoption thereof.

Alderman Land seconded the motion to adopt the foregoing resolution, and the roll call vote was as follows:

Alderman Teddy Morrow	voted: <u>aye</u>
Alderman Bill Dugger	voted: <u>aye</u>
Alderman Bobby Walton	voted: <u>aye</u>
Alderman Stan Harrison	voted: <u>aye</u>
Alderman Dennis Land	voted: <u>aye</u>

The motion having received the affirmative vote of a majority of all of the members of the Governing Body present, the Mayor declared the motion carried and the resolution adopted on this the 5<sup>th</sup> day of September, 2024.

Attest:

**CITY OF BATESVILLE, MISSISSIPPI**

\_\_\_\_\_  
City Clerk

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

**EXHIBIT A****Amended TIF Plan****(ATTACHED)**

SEPTEMBER 5, 2024



**TAX INCREMENT FINANCING PLAN,  
COVENANT CROSSING,  
CITY OF BATESVILLE, PANOLA COUNTY, MISSISSIPPI,  
SEPTEMBER 2006, AS AMENDED AND RESTATED AUGUST 2024**

Prepared by: GOURAS & ASSOCIATES | P.O. Box 1465 | Ridgeland, MS 39158 | 601-605-8128  
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**TAX INCREMENT FINANCING PLAN, COVENANT CROSSING,  
CITY OF BATESVILLE, PANOLA COUNTY, MISSISSIPPI,  
SEPTEMBER 2006, AS AMENDED AND RESTATED AUGUST 2024**

**ARTICLE I**

**A. PREAMBLE**

1. This *Tax Increment Financing Plan, Covenant Crossing, City of Batesville, Panola County, Mississippi, September 2006, as Amended and Restated August 2024* (this “2024 TIF Plan” and the “TIF Plan”), is an amendment to and a restatement of that *Tax Increment Financing Plan, Covenant Crossing Project, City of Batesville, Mississippi, September 2006* (the “2006 TIF Plan”). The 2006 TIF Plan is amended and restated by the 2024 TIF Plan to reflect changes to the Project contemplated therein and to provide for an increase in the principal amount of bonds or other similar debt instruments which may be issued pursuant to the TIF Act.

2. This TIF Plan and the issuance of tax increment financing bonds, notes or other debt instruments will be an undertaking of the City of Batesville, Mississippi (the “City”), authorized pursuant to Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “TIF Act”), Section 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the “Interlocal Act”), and Regional Economic Development Act funding as authorized by Section 57-64-1 *et seq.*, Mississippi Code of 1972, as amended and applicable (the “REDA Act” and together with the TIF Act and the Interlocal Act, the “Act”), and in accordance with the *Tax Increment Financing Redevelopment Plan, City of Batesville, Mississippi 1992, as Amended and Restated, July 2003* and adopted by the City on July 15, 2003 (the “Redevelopment Plan”) and will be implemented as a joint undertaking of the City and Panola County, Mississippi (the “County”).

3. The City and the County will enter into one or more interlocal agreements or a regional economic development alliance agreement, which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of improvements identified in this TIF Plan will be a joint undertaking of the City and County whereby the City may issue tax increment financing bonds in one or more taxable or tax-exempt series as authorized herein and by the Act to finance the Project as more fully described herein (the “TIF Bonds”). The City may issue the TIF Bonds in accordance with the Act, the Development Agreement (as more particularly described in Article I, Section B.3) and as authorized herein, to finance a portion of the costs of the Infrastructure Improvements (as defined in Article I, Section B.2). The TIF Bonds authorized by this TIF Plan may be issued in one or more taxable or tax-exempt series in an amount sufficient to net the Developer up to Twelve Million Five Hundred Thousand Dollars (\$12,500,000) but in no event shall the TIF Bonds exceed a total of Fifteen Million Five Hundred Thousand Dollars (\$15,500,000). The City and the County will pledge certain ad valorem tax revenues and sales tax revenues of the City to secure the TIF Bonds as more fully described herein. The funds identified herein will be used to defray the cost

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of infrastructure and related improvements and activities to serve the Project (defined below) and the community as a whole.

4. The 2006 TIF Plan contemplated the phased development of the "Project" located on approximately 109 acres of real property set forth on **Exhibit A** (the "TIF District"). The Project and its phases are set forth in more detail in Article II, Section A. Noon Batesville, LLC, a Mississippi limited liability company (the "Developer") proposes to acquire and redevelop approximately 32 acres located in the TIF District by constructing or causing to be constructed thereon a shopping center with, in addition to retail and ancillary uses, may also include a hotel(s) and restaurants, together with infrastructure to support the development and use of same (collectively, "Phase 2"). Phase 2 represents a private investment of approximately Forty Million Dollars (\$40,000,000) and is located on property as set forth on **Exhibit B** attached hereto.

5. TIF Bonds proceeds as identified herein will be used to defray and reimburse the cost of Infrastructure Improvements related to the Projects, benefitting the City, the County and their citizens.

6. The Mayor and Board of Aldermen (the "Governing Body") of the City hereby finds and determines that the development of the TIF District including, but not limited to Phase 2, is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of a "redevelopment project" to the City not apply to those improvements which are constructed on the privately owned portion of the TIF District, including Phase 2.

7. The Developer has provided information to the City and the County regarding the proposed site plan, the amount of the private investment, anticipated sales tax, and job creation projections for the Phase 2. Estimates of increases in real and personal ad valorem taxes were made based on information and valuations from the Panola County Tax Assessor and from information provided by the Developer.

**B. STATEMENT OF INTENT**

1. Tax Increment and Pledges.

(a) City Tax Increment: Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds, in one or more taxable or tax-exempt series, in an amount sufficient to net the Developer a reimbursement of up to Twelve Million Five Hundred Thousand Dollars (\$12,500,000), but in no event shall the TIF Bonds exceed a total of Fifteen Million Five Hundred Thousand Dollars (\$15,500,000), which will be secured by a pledge of all the City's increased ad valorem taxes of the TIF District, including personal property located therein (the "City Ad Valorem Tax Increment") together with a pledge of all of the City's increased sales tax rebates from the TIF District (the "City Sales Tax Increment"). The City may, in its sole discretion, also pledge the incremental increase in the City's current 3% Tourism and Economic Development Tax from the development of Phase 2 (the "Phase 2 Tourism Tax"). The City Ad Valorem Tax

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Increment and the City Sales Tax Increment are hereinafter referred to as the "City Tax Increment." **In no event shall the City commit any of the 3% Tourism and Economic Development Tax from any sales except for sales resulting from the development of Phase 2.**

(b) County Tax Increment: Except for millage dedicated to County Schools, County Roads and Bridges, Northwest Mississippi Community College, County Reappraisal Costs pursuant to Miss. Code Ann. Section 27-39-325, and County-wide Fire District millage (collectively the "County Exclusions") the County will pledge all of the revenues derived from the County's mills when applied to the incremental increase in the County's real and personal property ad valorem taxes generated from the Projects within the TIF District (the "County Tax Increment"). As of the date of this TIF Plan, the County's millage less the County Exclusions is 47.8 mills.

(c) The City Tax Increment and the County Tax Increment are hereinafter collectively referred to herein as the "TIF Revenues." The TIF Revenues generated by the TIF District will be pledged to secure the TIF Bonds, and the City may also pledge the Phase 2 Tourism Tax.

2. Amount of TIF Bonds to be Issued. To induce the development of Phase 2, the City and the County may issue TIF Bonds in one or more taxable or tax-exempt series in the amount necessary to net the Developer a reimbursement of up to \$12,500,000; accordingly the principal amount of the TIF Bonds to be issued shall be limited to that amount which can be repaid by the (a) the City Tax Increment plus the County Tax Increment payable over twenty (20) years and may also include that portion of Phase 2 Tourism Tax but only if the Phase 2 Tourism Tax is necessary to issue TIF Bonds sufficient to net the Developer up to \$12,500,000, but in no event shall exceed \$15,500,000.

3. Use of TIF Revenues. The TIF Revenues will be used, to the extent allowed by law, to pay the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, including the installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, site improvements, on-site parking, paving and other related parking lot improvements; relocation, acquisition or construction of electrical lines, lighting, signalization, buildings, and land, if necessary therefor; acquisition of land, structures or improvements within the TIF District necessary to the development of the Project; selling or leasing of property acquired by the City within the TIF District for not less than fair market value for uses in accordance with this TIF Plan; landscaping of rights-of way; related architectural and engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs, all as may be authorized by the Act, any other purposes authorized pursuant to the certificate of public convenience and necessity, issued pursuant to the REDA in connection with Phase 2 (collectively the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and/or serving the TIF District.

4. The City may issue the TIF Bonds in one or more taxable or tax-exempt series in an amount not to exceed \$15,500,000 and reimburse the Developer in the amount provided by

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Article I, B. 2 herein, all in accordance with the development agreement to be executed between the parties as authorized by the Act (the "Development Agreement"). The TIF Bonds shall be issued upon substantial completion of the Project and subject to the terms of the Development Agreement and the Act.

5. The installation and construction of the Infrastructure Improvements will be undertaken, from time to time, to provide for the Project as well as the public convenience, health, and welfare as provided in the Development Agreement.

**C. PUBLIC CONVENIENCE AND NECESSITY:** The public convenience and necessity require participation by the City and the County in the Project and will require participation of the City and the County in Phase 2. The Project will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County. Specifically:

1. PHASE 1: Phase 1 represents an estimated private investment in excess of \$15,000,000 which created construction jobs while with an estimated payroll of approximately \$3,000,000. Phase 1 currently employs a number of people, and Phase 1 will likely increase employment in the City as additional lots are developed. Annual payroll cannot be determined at this time due to market factors and the range of job skill level. The City's annual real and personal property taxes generated by Phase 1 are \$45,594. The County's annual real and personal property taxes generated by Phase 1 are \$87,741. The Panola County School District's (the "School District") annual real and personal property taxes generated by Phase 1 are \$77,382. The annual sales tax rebates to the City generated by Phase 1 are estimated to be \$95,183. Based on these rebates, annual sales taxes to the State from Phase 1 are \$514,502 and annual sales are estimated to be \$7,350,000. The City's 3% Tourism and Economic Development Tax from Phase 1 is estimated to be \$165,000. Further development of Phase 1 will expand the tax base of the City, the County, and the School District; however specific uses have not been identified at this time.

2. PHASE 2: Phase 2 represents an estimated private investment of approximately Forty Million Dollars (\$40,000,000) which will create construction jobs, and upon completion Phase 2 will create approximately 300 new permanent full-time and part-time jobs. Annual payroll cannot be determined at this time due to market factors and the range of job skill level. The City's annual real and personal property taxes generated by Phase 2 are projected to increase by \$206,209. The County's annual real and personal property taxes generated by Phase 2 are projected to increase by \$396,827. The School District's annual real and personal property taxes generated by Phase 2 are projected to increase by \$343,021. The Developer projects that the annual sales generated by Phase 2 will reach approximately \$59,350,000. Based on anticipated sales, annual sales taxes to the State from Phase 2 are projected to be \$4,154,500 and annual sales tax rebates to the City are projected to be \$768,583. The City's 3% Tourism and Economic Development Tax is projected to increase by \$405,000 as a result of sales from Phase 2. The development of Phase 2 will expand the tax base of the City, the County, and the School District.

3. PHASE 3: The City and County propose to use the land in Phase 3 for the

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development of a sports complex and recreational attraction, which may include ball fields, tennis courts, designated parking areas, restroom and concession facilities, a disc golf course and walking trails among other amenities. Phase 3 represents an investment of \$22,000,000, and the uses proposed by Phase 2 will complement the City's plans for Phase 3 as a sports complex and recreational attraction.

Phase 2 will utilize and develop underdeveloped land in the TIF District that is strategically located in the City and has lain dormant for several years. The development of Phase 2 in the TIF District will facilitate the construction of the Infrastructure Improvements, including buildings, parking and lighting to encourage economic development and redevelopment in the TIF District.

## ARTICLE II PROJECT INFORMATION

**A. REDEVELOPMENT PROJECT DESCRIPTION:** The TIF District includes 109 acres of prime real estate located along Interstate 55 and Mississippi Highway 6 in the City and the County. The development of the TIF District includes the following components:

- (1) **Phase 1:** Phase 1 of the TIF District consists of 12 acres along Covenant Drive. The current uses of Phase 1 are as follows: Comfort Suites, located at 441 Covenant Drive; Home2Suites, located at 443 Covenant Drive; Cellular South located at 191 Covenant Drive and Raceway located at 105 Champion Drive. Phase 1 developed after the adoption of the 2006 TIF Plan.
- (2) **Phase 2:** Phase 2 consists of an approximately 32-acre planned shopping center which, in addition to retail and ancillary uses, may also include hotel(s) and restaurants, together with infrastructure to support the development and use of same. Phase 2 represents a private investment of approximately Forty Million Dollars (\$40,000,000).
- (3) **Phase 3:** The City and County currently contemplate developing or causing the development of Phase 3 into a sports complex and recreational attraction, estimated to cost \$22,000,000.
- (4) **Location, Legal Description, Environmental Characteristics and Zoning:** The TIF District is located on real property described in Exhibit A attached hereto. Phase 2 is set forth in more detail on Exhibit B attached hereto. The TIF District is zoned C2- Community Business. The majority of the 109-acre TIF District is undeveloped, and the current businesses in Phase 1 are set forth above. All buildings will be constructed consistent with the City's zoning and architectural guidelines, subject to any City-approved variances.

**B. DEVELOPER'S INFORMATION:**

- (1) Phase 1: The lots in Phase 1 were developed by individual landowners after the adoption of the 2006 TIF Plan.

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(2) Phase 2: Noon Batesville, LLC (FEIN XX-XXX-\_\_\_\_); \_\_\_\_\_.  
 (3) Phase 3: To be determined.  
 (4) Local contractors or agents will be utilized to the greatest extent feasible.

**ARTICLE III**  
**ECONOMIC DEVELOPMENT IMPACT DESCRIPTIONS**

**A. JOB CREATION:** The development of the TIF District is expected to create several hundred construction jobs, depending on the continued development of Phase 1 and the development of Phase 3. Phase 2 is expected to create construction jobs and upon completion will create an estimated 300 new full-time and part-time jobs. The completion of Phase 1 and the development of Phase 3 will create new full-time and part-time jobs as well.

**B. FINANCIAL BENEFIT TO THE COMMUNITY**

1. **Ad Valorem Tax Increases:** The construction and development of the Project will generate significant increases in real and personal ad valorem tax revenues for the City, the County, and the School District. Based on the assumption that the City will acquire Phase 3 and develop the sports complex, this TIF Plan assumes that there will not be an increase in the ad valorem taxes generated by Phase 3. Estimated increases for Phase 1 and Phase 2 are as follows:

<b>PHASE 1</b>				
	Millage*	2006	Completed	Increase
City	36.37	\$73.33	\$45,593.00	\$45,519.67
County	69.99	\$146.25	\$87,741.00	\$87,594.75
School	60.5	\$120.50	\$77,382.00	\$77,261.50
<b>TOTALS:</b>	<b>166.86</b>	<b>\$340.08</b>	<b>\$210,716.00</b>	<b>\$210,375.92</b>

\*Millage rates have increased since 2006.

These are the rates for the 2023-2024 tax year.

<b>PHASE 2</b>				
	Millage*	2006	Completed	Increase
City	36.37	\$27.50	\$206,609.00	\$206,581.50
County	69.99	\$54.84	\$369,827.00	\$369,772.16
School	60.5	\$45.19	\$343,021.00	\$342,975.81
<b>TOTALS:</b>	<b>166.86</b>	<b>\$127.53</b>	<b>\$919,457.00</b>	<b>\$919,329.47</b>

\*Millage rates have increased since 2006.

These are the rates for the 2023-2024 tax year.

2. **Retail Sales:** When the 2006 TIF Plan was adopted, the TIF District was undeveloped therefore no sales were associated with the TIF District, and all sales represent an increase. The annual sales for Phase 1 are estimated to be \$7,350,000, with annual State sales

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taxes of \$514,502 and annual rebates to the City of \$95,183. The Developer projects that the annual sales generated by Phase 2 will reach approximately \$59,350,000. Based on anticipated sales, annual sales taxes to the State from Phase 2 are projected to be \$4,154,500 and annual sales tax rebates to the City are projected to be \$768,583.

3. Special Taxes: It is anticipated that upon completion Phase 2 will generate \$405,000 annually pursuant to the City's 3% Tourism and Economic Development Tax. It is projected that Phase 1 currently contributes \$165,000 annually to the City's Tourism and Economic Development Tax. Development of Phase 3 may result in additional special taxes to the City.

4. Pledge: To secure the TIF Bonds, the City will pledge the City Tax Increment and the County will pledge the County Tax Increment, and the City may pledge the Phase 2 Tourism Revenues, all as set forth in Article I, Section B and as more particularly described in the Development Agreement.

5. Amount of TIF Bonds to be Issued: To induce the development of Phase 2, the City and the County may issue TIF Bonds in one or more taxable or tax-exempt series in the amount necessary to net the Developer a reimbursement of up to \$12,500,000, but the total principal amount of TIF Bonds shall not exceed \$15,500,000; accordingly the principal amount of the TIF Bonds to be issued shall be limited to that amount which can be repaid by the City Tax Increment plus the County Tax Increment payable over twenty (20) years and may also include that portion of Phase 2 Tourism Tax but only if the Phase 2 Tourism Tax is necessary to issue TIF Bonds sufficient to net the Developer up to \$12,500,000.

**ARTICLE IV  
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN**

The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project and by inducing the development of Phase 2. This TIF Plan will provide financing to construct Infrastructure Improvements necessary to transform Phase 2 from underdeveloped real estate into a regional shopping center that creates jobs and increases the revenues for the City, County and School District. The Infrastructure Improvements will be constructed in accordance with the standards, codes and ordinances of the City. The Project will provide for the health and welfare of the public by providing for safe and adequate roadway improvements, adequate utilities such as water, gas, sanitary sewer, and drainage systems.

**ARTICLE V  
A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN**

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. The proposed use of this TIF Plan is to provide a financing mechanism for the installation and construction of

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Infrastructure Improvements necessary to induce development within the TIF District and serve the public who will utilize and benefit from the development of the Project.

**ARTICLE VI****A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECTS, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED****A. COST ESTIMATE OF REDEVELOPMENT PROJECTS**

1. Phase 1 represents an estimated private investment in excess of \$15,000,000. The development of Phase 2 represents a private investment of approximately Forty Million Dollars (\$40,000,000). The development of Phase 3 could represent an investment of \$22,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements for Phase 2 as more particularly described in Article I, Section B.

2. The installation and construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare and the success of Phase 2 and the TIF District as a whole. The retail developments planned for Phase 2 will complement the City and County's plans for Phase 3.

3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund, if necessary, as permitted under the Act.

**B. PROJECTED SOURCES OF REVENUE TO MEET COSTS**

1. The Developer will secure financing to install and construct Phase 2.  
2. The City will pledge the City Tax Increment and the County will pledge the County Tax Increment to secure the TIF Bonds.

**C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED:**

1. To secure the TIF Bonds, the City will pledge the City Tax Increment, and the County will pledge the County Tax Increment, and the City may pledge the Phase 2 Tourism Revenues, all as set forth in Article I, Section B and as more particularly described in the Development Agreement.

2. To induce the development of Phase 2, the City and the County may issue TIF Bonds in one or more taxable or tax-exempt series in the amount necessary to net the Developer a reimbursement up to \$12,500,000, but the total principal amount of TIF Bonds shall not exceed \$15,500,000; accordingly the principal amount of the TIF Bonds to be issued shall be limited to that amount which can be repaid by the City Tax Increment plus the County Tax Increment payable over twenty (20) years and may also include that portion of Phase 2 Tourism Tax but only if the Phase 2 Tourism Tax be necessary to issue TIF Bonds sufficient to net the Developer up to \$12,500,000.

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3. The amount and timing of the issuance of the TIF Bonds are subject to further proceedings of the City and in accordance with the Development Agreement and the Act.

**ARTICLE VII**  
**REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT**

The real property included in the TIF District from which the ad valorem real and personal property tax revenues will be generated to finance the TIF Bonds is described below, and in the map attached hereto as Exhibit A. Pursuant to the TIF Act, the Original Assessed Value is the assessed value of the TIF District property as of January 1 of the year the 2006 TIF Plan was adopted. Those values for the entire 109-acre TIF District are as follows:

2006 True Value:	\$209,150.00
2006 Assessed Value:	\$ 31,372.54
City Tax at 28.05 mills:	\$ 880.00
County Tax at 57.21 mills:	\$ 1,755.00
School District Tax at 46.10 mills:	\$ 1,446.00

**ARTICLE VIII**  
**DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE**

This TIF Plan shall remain in effect and existence from its approval for a term of not less than twenty-five (25) years or for as long as there are TIF Bonds outstanding, whichever is longer.

**ARTICLE IX**  
**ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH THE REDEVELOPMENT PROJECTS ARE LOCATED**

A. **AD VALOREM TAX INCREASES:** The development of the Project will result in significant ad valorem tax increases for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues with the tax revenues set forth in Article VII prorated among the Phases on a per acre basis. Note that school taxes cannot be used for TIF and are included for informational purposes only. Based on the assumption that the City acquires Phase 3, there will be no ad valorem taxes generated by Phase 3.

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

SEPTEMBER 5, 2024

PHASE 1				
	Millage*	2006	Completed	Increase
City	36.37	\$73.33	\$45,593.00	\$45,519.67
County	69.99	\$146.25	\$87,741.00	\$87,594.75
School	60.5	\$120.50	\$77,382.00	\$77,261.50
<b>TOTALS:</b>	<b>166.86</b>	<b>\$340.08</b>	<b>\$210,716.00</b>	<b>\$210,375.92</b>

\*Millage rates have increased since 2006.  
These are the rates for the 2023-2024 tax year.

PHASE 2				
	Millage*	2006	Completed	Increase
City	36.37	\$27.50	\$206,609.00	\$206,581.50
County	69.99	\$54.84	\$369,827.00	\$369,772.16
School	60.5	\$45.19	\$343,021.00	\$342,975.81
<b>TOTALS:</b>	<b>166.86</b>	<b>\$127.53</b>	<b>\$919,457.00</b>	<b>\$919,329.47</b>

\*Millage rates have increased since 2006.  
These are the rates for the 2023-2024 tax year.

B. **RETAIL SALES:** The annual sales for Phase 1 are estimated to be \$7,350,000, with annual State sales taxes of \$514,502 and annual rebates to the City of \$95,183. The Developer projects that the annual sales generated by Phase 2 will reach approximately \$59,350,000. Based on anticipated sales, annual sales taxes to the State from Phase 2 are projected to be \$4,154,500 and annual sales tax rebates to the City are projected to be \$768,583.

C. **SPECIAL TAXES:** It is anticipated that upon completion Phase 2 will generate \$405,000 annually pursuant to the City's 3% Tourism and Economic Development Tax. It is projected that Phase 1 currently contributes \$165,000 annually to the City's Tourism and Economic Development Tax. Development of Phase 3 may result in additional special taxes to the City.

The pledge of the TIF Revenues and the sizing of the TIF Bonds are both set forth in Articles I, VI and XII of this TIF Plan.

## ARTICLE X

## A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES, SALES TAX REBATES, AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Bond Fund: Covenant Crossing Project" shall be established by the City to receive ad valorem taxes, sales tax rebates, special taxes, and any other funds received or collected in connection with this TIF Plan.

SEPTEMBER 5, 2024

## ARTICLE XI

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT(S); (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT(S); AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of this TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan.

ARTICLE XII  
PLAN OF FINANCING

**A. SECURITY FOR THE TIF BONDS:** This TIF Plan provides that the City may issue up to Fifteen Million Five Hundred Thousand Dollars (\$15,500,000) in TIF Bonds in one or more taxable or tax-exempt series, which will be secured by the pledge of the TIF Revenues and may include the Phase 2 Tourism Tax.

**B. FURTHER PROCEEDINGS OF THE CITY:** The City, in its sole discretion, shall take such further actions as required for the implementation of this TIF Plan.

**C. AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of each series of TIF Bonds shall be determined solely by the City and pursuant to further proceedings of the City. The total amount of the TIF Bonds shall not exceed Fifteen Million Five Hundred Thousand Dollars (\$15,500,000). The TIF Bonds may be issued in one or tax-exempt or taxable series for a term not to exceed twenty (20) years.

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**EXHIBIT A**

**TIF DISTRICT**

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**EXHIBIT B**

**PHASE 2**

**MINUTE BOOK NO. H-3 – CITY OF BATESVILLE, MISSISSIPPI****SEPTEMBER 5, 2024****EXHIBIT “B” NOTICE OF PUBLIC HEARING: TAX INCREMENT FINANCING  
PLAN COVENANT CROSSING**

Notice is hereby given that a public hearing will be held on Friday, September 27, 2024, at 10:00 A.M. at 103 College Street, City of Batesville, Mississippi 38606 on the Tax Increment Financing Plan, Covenant Crossing, City of Batesville, Panola County, Mississippi, September 2006, as Amended and Restated August 2024 (the “Amended TIF Plan”) for consideration by the Mayor and the Board of Aldermen of the City. The City proposes to use the TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Batesville, Mississippi 1992, As Amended and Restated July 2003, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is for the City to issue tax increment financing bonds (“TIF Bonds”) not to exceed \$15,500,000 in one or more series which will be secured by a pledge of the incremental increase in ad valorem tax revenues on real and personal property, tourism and sales tax generated by construction and development in the TIF District with such pledge to be further restricted as provided in the Amended TIF Plan, and which funds will be used to pay a portion of the cost of constructing and installing various infrastructure improvements and site improvements of Phase 2 as set forth in the Amended TIF Plan, including but not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, site improvements, on-site parking, paving and other related parking lot improvements; relocation, acquisition or construction of electrical lines, lighting, signalization, buildings, and land, if necessary therefor; acquisition of land, structures or improvements within the TIF District necessary to the development of Phase 2; selling or leasing of property acquired by the City within Phase 2 for not less than fair market value for uses in accordance with this Amended TIF Plan; landscaping of rights-of way; for other purposes authorized pursuant to the TIF Act and REDA Act; related architectural and engineering fees, attorney’s fees, Amended TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs, all as may be authorized by the TIF Act and the REDA Act (the “Infrastructure Improvements”). The bonds or notes shall be secured solely by a pledge of the incremental increase in ad valorem tax revenues on real and personal property and sales taxes and will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and tourism and sales taxes set forth in the TIF Plan.

Construction of the project and payment of the bonds issued to construct the project will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City. The City may exercise their authority to participate in Tax Increment Financing pursuant to Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the “TIF Act”). Copies of the TIF Plan will be made available for examination in the office of the City Clerk in Batesville, MS.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by Sections 21-45-1 et seq., Mississippi Code of 1972, as amended.

Witness my signature and seal, this the 5th day of September, 2024.

/S/ Hal Ferrell, Mayor

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SEPTEMBER 5, 2024

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Upon motion duly made and seconded, the meeting was adjourned to reconvene at 10:00 o'clock a.m., Tuesday, September 10, 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**

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SEPTEMBER 5, 2024

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**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**

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

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

Date: On the 10<sup>th</sup> day of September, 2024

Hour: 10:00 a.m.

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

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