

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

NOVEMBER 19, 2024

REGULAR MEETING

NOVEMBER 19, 2024

Be It Remembered that a Regular Meeting of the Mayor and Board of Aldermen of the City of Batesville was held on the third Tuesday of November, being the 19th day of October 2024, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Stan Harrison, Dennis Land, Teddy Morrow, and Bobby Walton. Also present were City Clerk Shonnah Weaver; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; Chief Building Official Andy Berryhill; Public Works Director Newt Benson; Fire Chief Tim Taylor; Deputy Fire Chief David Tarver; Civic Center Director Rodney Holley; Administrative Assistant Sulli Woods; Assistant Public Works Director Gary Snider; Facilities Manager Jonathan Wilkes; and Administrative Assistant to the Chief Kati Overall.

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

IN RE: APPROVAL OF AGENDA

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, the agenda of November 19, 2024, was approved.

NOVEMBER 19, 2024

CITY OF BATESVILLE
BOARD MEETING

NOVEMBER 19, 2024
2:00 P.M.| CITY HALL

AGENDA
REVISED

CALL TO ORDER: Mayor Hal Ferrell

INVOCATION: Dr. Jamone Edwards

PLEDGE OF ALLEGIANCE

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

- November 19, 2024

APPROVE MINUTES OF PRIOR MEETINGS

- November 5, 2024- Regular Meeting
- November 12, 2024- Adjourned Meeting

CONSENT AGENDA

PAY REQUEST AGENDA

1. Approval to pay North Delta Planning & Development District Inc. \$9,012.50 in connection with 2025 Budget Contract Work
2. Approval to pay Donnie Shaw \$3,000.00 in connection with Welcome to Batesville sign.
3. Approval of pay application #11 in the amount of \$77,693.10 to be made to M&N Construction in connection with the Concourse Phase 2.
4. Approval of pay application #12 in the amount of \$90,507.62 to be made to M&N Construction in connection with the Concourse Phase 2.
5. Approval of payment in the amount of \$13,500.00 to Bradford Painting Service in connection with exterior painting of City Hall.
6. Approval of payment in the amount of \$9,775.00 to Bradford Painting Service in connection with interior painting at Fire Station 3.
7. Approval of payment in the amount of \$16,934.00 to Southern Corrosion in connection with water tank management service quarterly premium.
8. Approval of payment in the amount of \$11,008.80 to Central Pipe Supply Inc in connection with 10-inch waterline.

HUMAN RESOURCES
(See Attached)

VISITORS

1. Chester Johnson- NCBA-SCSEP

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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

PUBLIC HEARING – 3:00 P.M.**BIDS RECEIVED**

Harmon Circle water & sewer replacement

Hwy 35 North Sewer improvements

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

1. Access cost and penalties for clean-up at 105 Boyd Street
2. Approval to sign contract with iWorQ Systems Inc. for Code Office Software
3. Set Clean-Up Hearings as needed

ASSISTANT CHIEF OF POLICE – BARRY THOMPSON

1. Permission to purchase 2025 Ram 1500 for a narcotics vehicle

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

1. Panola County Humane Society

FIRE CHIEF – TIM TAYLOR

1. Appointment of Tim Taylor as “Sub grantee Grant Administrator” and approve signatures by the Mayor, City Attorney and others as required receiving Dept. of Homeland Security Grant
2. Request to approve specifications and obtain quotes for:
 - Portable Light Tower
 - UTV equipment carrier

PARKS AND RECREATION DIRECTOR – HEATH FULLILOVE

NOVEMBER 19, 2024

CIVIC CENTER DIRECTOR – RODNEY HOLLEY

- 1. Permission to obtain quotes for the attached specs for sound system for conferences rooms A&B
- 2. Emergency repair- Alpha Energy Solutions

PUBLIC WORKS DIRECTOR – NEWT BENSON

- 1. Request permission to get quotes on replacing the overhead door on the old street department building.
- 2. Request permission to have Mendrop Engineering work up a cost estimate for 10” water line and 4” gas line bore across Hwy 6 E from Walmart side to Covenant Dr.
- 3. Requesting permission to purchase four (4) LED Solar Powered Pedestrian Crossing Signs for Pearson St.
 - **Red Bud Supply Inc. \$5,938.00**
 - **K&K Systems Inc \$6,736.30**
- 4. We need to discuss possibly assigning a full-time employee at the mounds and what their hours should be.
- 5. Approval to purchase four fire hydrants
 - **Southern Pipe & Supply \$2,900.00**
 - **Central Pipe Supply Inc. \$2,959.41**

OTHER MATTERS BY MAYOR OR ALDERMAN:

POTENTIAL EXECUTIVE SESSION

- 1. Newt

ADJOURNMENT

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

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IN RE: APPROVAL OF MINUTES

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, the minutes of the November 5, 2024, regular meeting as corrected and November 15, 2024, adjourned meeting as corrected were approved.

IN RE: SIGNATURE SHEET FOR MEETING OF OCTOBER 15, 2024

BOARD MEETING

November 19, 2024

Signature Sheet

<div>Tim Taylor</div> <div>Please print name clearly</div>	<div>132 VAN VORIS BATESVILLE MS</div> <div>Street Address, City, Zip</div>
<div>David Tarver</div> <div>Please print name clearly</div>	<div>132 VAN VORIS</div> <div>Street Address, City, Zip</div>
<div>Kati Overall</div> <div>Please print name clearly</div>	<div>BPD</div> <div>Street Address, City, Zip</div>
<div>Barry Thompson</div> <div>Please print name clearly</div>	<div>BPD</div> <div>Street Address, City, Zip</div>
<div>Barry Holf</div> <div>Please print name clearly</div>	<div>132 C</div> <div>Street Address, City, Zip</div>
<div>Gary Smith</div> <div>Please print name clearly</div>	<div>CITY</div> <div>Street Address, City, Zip</div>
<div>Walter Williams</div> <div>Please print name clearly</div>	<div>204 BROAD ST BATESVILLE MS</div> <div>Street Address, City, Zip</div>
<div>DENNIS DARBY</div> <div>Please print name clearly</div>	<div>B.P.D.</div> <div>Street Address, City, Zip</div>
<div>Walter Benson</div> <div>Please print name clearly</div>	<div>CITY</div> <div>Street Address, City, Zip</div>
<div>Jonathan Wilkes</div> <div>Please print name clearly</div>	<div>BCC</div> <div>Street Address, City, Zip</div>
<div>Durrell Dixon</div> <div>Please print name clearly</div>	<div>NDPDD</div> <div>Street Address, City, Zip</div>
<div></div> <div>Please print name clearly</div>	<div></div> <div>Street Address, City, Zip</div>

NOVEMBER 19, 2024

IN RE: APPROVAL OF PAY REQUEST AGENDA

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the following matters and items on the pay request agenda be, and they are hereby approved except for number 2:

- 1. Approval to pay North Delta Planning & Development District Inc. \$9,012.50 in connection with 2025 Budget Contract Work.
- 2. Approval to pay Donnie Shaw \$3,000.00 in connection with Welcome to Batesville sign.
- 3. Approval of pay application #11 in the amount of \$77,693.10 to be made to M&N Construction in connection with the Concourse Phase 2.
- 4. Approval of pay application #12 in the amount of \$90,507.62 to be made to M&N Construction in connection with the Concourse Phase 2.
- 5. Approval of payment in the amount of \$13,500.00 to Bradford Painting Service in connection with exterior painting of City Hall.
- 6. Approval of payment in the amount of \$9,775.00 to Bradford Painting Service in connection with interior painting at Fire Station 3.
- 7. Approval of payment in the amount of \$16,934.00 to Southern Corrosion in connection with water tank management service quarterly premium.
- 8. Approval of payment in the amount of \$11,008.80 to Central Pipe Supply Inc in connection with 10-inch waterline.

IN RE: APPROVAL OF HUMAN RESOURCES AGENDA

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

- 1. Approval to promote Caleb Moffett from Driver/Operator to Lieutenant on Shift B with pay increased to \$18.98 per hour. Effective November 28, 2024.
- 2. Approval to promote Landon Brown from Firefighter to Driver/Operator on Shift C with pay increased to \$16.44 per hour. Effective November 28, 2024.
- 3. Approval to promote Asa Moore from Driver/ Operator to Lieutenant on Shift C with pay increased to \$18.60 per hour. Effective November 28, 2024.
- 4. Approval to promote Noah White from Firefighter to Driver/Operator on Shift C with pay increased to \$16.44 per hour. Effective November 28, 204
- 5. Approval for Kelley Magee to assist on an as needed basis at a rate of \$70.00 per hour.
- 6. Approval to hire Raven Green to the position of dispatched pending successful pre-employment physical examination, drug and alcohol screening and psychological evaluation. If hired, Ms. Green’s hourly rate of pay will be D2 at \$17.39, the base pay for dispatchers with certification of 3 years.
- 7. Approval for Lieutenant Justin Davis pay rate is requested to change from L1 at \$27.72 to a L2 at \$28.62 due to holding the rank of Lieutenant for over 60 months as of 11/21/2024. Effective November 28, 2024
- 8. Approval for Captain Richard Stonestreet pay rate is requested to change from C1 at \$31.73 to a C2 at \$32.69 due to holding the rank of Captain for over 60 months as of 11/21/2024. Effective November 28, 2024

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IN RE: APPROVAL TO ADVERTISE- BATESVILLE CITY POUND

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous taken, it was ordered that the City Clerk publish an advertisement in *The Panolian*, a legal newspaper published in Batesville, Mississippi, once each week for not less than two consecutive weeks that the Mayor and Board of Alderman will receive bids for the Batesville City Pound construction. The Mayor and Board of Alderman reserves the right to reject any and all bids.

IN RE: IWORQ SYSTEMS INC.- CODE OFFICE SOFTWARE

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the service agreement with iWorQ Systems, Inc., along with the City's Standard Contract Addendum thereto, be and it is hereby approved, and further ordered that Mayor Hal Ferrell be and he is hereby authorized to sign said agreement. A copy of the service agreement is on file in the Office of the City Clerk and a copy follows along with the City's Standard Contract Addendum which is made apart thereof:

NOVEMBER 19, 2024

www.iworq.com



IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Batesville, MS hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

iWorQ Systems, P.O. Box 3784, Logan, Utah, 84323



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4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week.

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

iWorQ Systems, P.O. Box 3784, Logan, Utah, 84323



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7. TERMINATION:

Prior to the expiration of the initial 3-YEAR TERM (the "Initial Term"), either party may terminate this Agreement, by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provide notice of termination or non-renewal no less that sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Any legal action or proceeding related to this Agreement must be brought and determined in the State of Utah and may not be brought or determined in any other forum or Jurisdiction.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.



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10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____
Office Phone _____ Cell _____ Email _____
Secondary Implementation Contact _____ Title _____
Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____
Office Phone _____ Cell _____ Email _____
PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____ Effective Date: _____

Printed Name _____
Title _____
Office Number _____
Cell Number _____

iWorQ Systems, P.O. Box 3784, Logan, Utah, 84323



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Agency Website Contact- Portal Link

(All field are required)

Name: _____

Title: _____

Email: _____

Office Number: _____

Cell Number: _____

Signature: _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1000 dollars towards setup costs (this is to cover iWorQ's time).

iWorQ Systems, P.O. Box 3784, Logan, Utah, 84323



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iWorQ Cost Proposal

Batesville, MS	Population- <u>7326</u>
103 College St Batesville, MS 38606	Prepared by: Sabrina Treasure

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development (Department) *Permit Management *Code Enforcement *Portal Home -Configurable portal for ease of applying for permits, tracking current permits online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Inspection and plan review tracking -Track permits and cases with customizable reporting -OpenStreetMap tracking abilities with quarterly updates -3 custom database web forms for Portal Home -Includes unlimited access to 15 letter templates and 3 custom letters	\$7,874.52 \$7,000.00	Annual
Rental License Management -Available on any computer, tablet, mobile device using Chrome Browser -Licensing for Rental Properties -Selection of 3 Location Types -Renewal and invoicing Included -Multi-Invoice Payment Included -Request and Pay for inspections -Includes 3 web forms for submitting online rental registrations -Online payment processing through PayRoc -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License)	\$6,149.00 \$4,500.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$11,500.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	\$6,762.00	\$500.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

NOVEMBER 19, 2024

IN RE: **COST & PENALTY – 105 BOYD STREET**

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

RESOLUTION

WHEREAS, on the 3rd day of September 2024, the Mayor and Board of Aldermen of the City of Batesville held a hearing pursuant to Sec 21-19-11 of the Mississippi Code of 1972, as amended, after due notice thereof to owner of the hereinafter described real property in the manner and for the time prescribed by law; and

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

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

WHEREAS, the owner of the property did not clean the property and the City proceeded to clean the property, by the use of city employees; and

WHEREAS, the actual cost of cleaning the property was the sum of \$4,533.04 said cost being the cost to the city of using its own employees to do the work; and

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

NOW, THEREFORE, be it resolved as follows:

1. That the actual cost of cleaning the hereinafter described real property was the sum of \$4,533.04.
2. That a penalty shall be and the same is hereby imposed in an amount of \$1,500.00.
3. That the total amount of the actual cost and said penalty is the sum of \$6,033.04 and the same shall constitute an assessment and a lien against the said property and the City Clerk shall cause the same to be enrolled in the Office of the Chancery Clerk of Panola County, at the Panola County Courthouse in Batesville, Mississippi, as other judgments are enrolled and the same shall also be placed on the ad valorem tax records and the property shall be sold by the Panola County Tax Assessor and Collector if not paid as provided by law and the City Clerk shall so advise said Panola County Tax Assessor and Collector .
4. That the real property which is the subject of this Resolution is located at 105 Boyd Street in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is more particularly described as follows, to wit:

Parcel Number as shown in the Office of the Panola County Tax Assessor and Collector: 3183K0002410 600000600,
Lot (50x152) – PT BLKS 60 & 72, Old Town of Panola, Section 8, Township 9, Range 7 recorded in Deed Book V3 at Page 160 in the Batesville Office of the Chancery Clerk of Panola County, Mississippi

RESOLVED, this the 19th day of November 2024, by the Mayor and Board of Aldermen, City of Batesville, Mississippi.

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IN RE: QUOTES RECEIVED- 2025 RAM 1500–POLICE DEPARTMENT

Upon motion of Alderman Land and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Assistant Chief of Police Barry Thompson be and he is hereby authorized to purchase one (1) 2025 Ram 1500 from Rainbow Chrysler Dodge Jeep Ram in McComb, MS in the amount of \$46,435.00 from the Federal Asset Forfeiture Account.

The City of Batesville received the following quotes 2025 Ram 1500:

Rainbow Chrysler Dodge Jeep Ram:	\$46,435.00
Landers Chrysler Dodge Jeep Nissan	\$52,750.25

Upon recommendation of Assistant Chief of Police Barry Thompson and upon motion of Alderman Land and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the quote from Rainbow Chrysler Dodge Jeep Ram in the amount of \$46,435.00 be and it is hereby approved and accepted as the lowest and best quote. This will be paid out of the Federal Asset Forfeiture Account. Copies of the quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:



Purchase Agreement

Ricky Boone
Rainbow Chrysler Dodge Jeep Ram of McComb
101 Rainbow Way
McComb, MS 39648

Buyer	Co-Buyer	Vehicle
City of Batesville 103 College St Batesville MS 38606 (662) 544-9455 zwhite@batesvillepd.com	PO# PD7120 Federal Asset Forfeiture	2025 Ram 1500 1C6SRFGP4SN625700 T9129 PO-PD7120 Delmonico Red Pearlcoat

Customer Trade							
	Year	Make	Model	VIN	Engine	Mileage	Payoff
1							
2							

Cash Down			

Term	Payments		
	\$0.00	\$0.00	\$0.00

Selected Terms	
Loan Term:	1
Payment:	\$46,435.00

Purchase Details	
Retail Price:	\$56,500.00
Sales Price:	\$52,500.00
Savings:	\$4,000.00
Accessories:	\$0.00
Government Fees:	\$0.00
Proc/Doc Fees:	\$435.00
Total Taxes:	\$0.00
Total Sales Price:	\$52,935.00
Trade Allowance:	
Trade Payoff:	
Trade Equity:	
Rebate:	\$6,500.00
Cash Down:	
Amount Financed:	\$46,435.00

X

Customer Signature

11/19/2024

Date

X

Manager Signature

11/19/2024

Date

Disclaimer:

With approved credit.


11/18/2024 12:47 PM

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IN RE: LETTER OF INTENT- 592 PROJECT

The City Attorney brought up the matter of execution of the letter concerning Section 592 Project Partnership Agreement. He explained that he tried to address the matter of the Project Partnership Agreement pertaining to the City’s obligation of indemnity and holding harmless in the Agreement. He explained that the U.S. Corps of Engineers would not allow any changes in the language of the Agreement. Accordingly, if the City wants to participate in the project, it must sign this letter without my reference to the indemnity and hold harmless provision. Therefore, upon motion of Alderman Morrow and second of Alderman Dugger and upon unanimous vote taken, it was ordered that Mayor Hal Ferrell be and he is hereby authorized to sign the letter of intent in regard to the 592 projects.



Bringing Progress to North Mississippi

Hal Ferrell, Mayor • Shonnah Weaver, CMC, City Clerk •
Colmon Mitchell, City Attorney

November 19, 2024

Mr. Greg Anderson
U.S. Army Corps of Engineers
Vicksburg District
4155 Clay Street
Vicksburg, MS 39183-3435

RE: City of Batesville - Section 592 Project Partnership Agreement

We have reviewed the Project Partnership Agreement (PPA) for the City of Batesville, Panola County, Mississippi (Section 592) project, and agree with the terms and conditions stated in the agreement. I attest that the proposed project does not include elements that were originally constructed or previously rehabilitated using Federal Program Funds. We also understand the City of Batesville's responsibilities in the agreement, and the City of Batesville supports the project as outlined in the PPA. Our local match is \$533,333.33. The source of the funds is outlined as follows:

Proposed PPA Project	\$2,133,333.33
Federal Share (75%)	\$1,600,000.00
Non-Federal Share (25%)	\$533,333.33
Estimated LEERDS	
Prior Design Credit	\$0.00

The source of the Non-Federal cash contribution will come from the City of Batesville. Should you have any question pertaining to this matter, please do not hesitate to contact me, by telephone at 662-563-4576, or via email address mayor@batesville.ms.



Hal Ferrell
Mayor, City of Batesville
Panola County, Mississippi

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IN RE: UTILITIES-AFFIDAVIT

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that an owner’s affidavit in a form similar to the following form shall be required instead of a deed to the property when a customer applies for utility services:

Owner’s Affidavit

State of Mississippi
County of Panola
Batesville, MS

BEFORE ME came in person _____, who having been duly sworn and on oath, deposes and says as follows:

- 1. That _____ is the Owner in fee simple of that certain parcel of real property situated in the City of Batesville, Mississippi or in Panola County, Mississippi (hereinafter referred to as the “Property”).
- 2. That no person other than the Owner claims or is presently entitle to the right of possession of the Property, except _____.
- 3. AFFIANT ACKNOWLEDGES THAT THIS AFFIDAVIT WILL BE RELIED UPON BY, AND IS MADE TO INDUCE, THE CITY OF BATESVILLE, MISSISSIPPI TO PROVIDE TO THE OWNER AT THE PROPERTY IDENTIFIED ABOVE CITY OF BATESVILLE UTILITIES, NAMELY _____.

I hereby guarantee its prompt payment in full when due all City of Batesville bills for the aforesaid utilities at said property plus late and other charges assessed for any late payments _____.

SWORN to and subscribed before me the _____ day of _____, 20____.

(SEAL) NOTARY PUBLIC
My Commission Expires: _____

NOVEMBER 19, 2024

IN RE: PANOLA COUNTY HUMANE SOCIETY AGREEMENT

Upon motion of Alderman Morrow and second of Alderman Dugger and upon unanimous vote taken, pursuant to the Agreement between the City and Panola County Humane Society dated December 19, 2023, it was ordered that Mayor Ferrell be and he is hereby authorized to sign the renewal agreement for another one (1) year term. A copy of said agreement is on file in the Clerk’s office and a copy follows:

AGREEMENT

WHEREAS, the CITY OF BATESVILLE, MISSISSIPPI [“CITY”] operates a dog pound [“Pound”] as provided by MCA §21-19-9 and the PANOLA COUNTY HUMANE SOCIETY [“PCHS”] voluntarily provides care, spay/neuter services, and medicines for the dogs that are removed to and/or surrendered to PCHS by residents living inside the City; and

WHEREAS, the CITY desires to help with the cost of such medicines as hereinafter set out.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY and PCHS agree as follows:

1.

PCHS will purchase at its own expense medicines, vaccines, and veterinary services necessary to be administered to the dogs housed at the City Pound. Medicines and vaccines that PCHS will purchase include, but are not limited to, medicines necessary for the treatment and/or prevention of worms, mange, ringworm or hair loss, parvo, coccidia, other intestinal parasites, fleas, and other diseases and conditions, heartworm test kits, K9 Parvo test kits, vaccines (including but not limited to rabies) for dogs, and/or spay/neuter, topicals, and orals. PCHS will be responsible for and shall pay the tech fees and the biohazard fees incurred any time a needle is used on an animal.

2.

The City will reimburse PCHS its expenses for such medicines and vaccines up to but not exceeding a total reimbursement by the CITY of Nine Thousand and Five Hundred Dollars (\$9,500.00) during the term of this Agreement. In order to be reimbursed PCHS must submit to the City Clerk copies of all invoices for the purchase of any of the aforesaid

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NOVEMBER 19, 2024

medicines, vaccines, fees, and veterinary services incurred for which PCHS seeks reimbursement. These invoices will be submitted by the PCHS to the City Clerk at such time designated by the City Clerk so that they may be placed on the claims docket for the first meeting of the Mayor and Board of Aldermen held each month.

3.

The term of this Agreement shall be for a period of one (1) year from the date hereof. This Agreement will expire at 12:01 a.m. on the first anniversary date of this Agreement.

4.

This Agreement may not be modified except in writing signed by both parties.

5.

This Agreement shall be interpreted in accordance with the laws of the State of Mississippi.

6.

Any notice or communication required or permitted under this Agreement shall be in writing and sufficiently given if delivered in person or by certified mail, return receipt requested, to the address of the parties as set forth below:

City of Batesville, Mississippi
P. O. Box 689
Batesville, MS 38606

Panola County Humane Society
P. O. Box 1756
Batesville, MS 38606

7.

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

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NOVEMBER 19, 2024

8.

The City may cancel this Agreement without liability if there should arise any controlling legal authority that would prohibit the City from performing this Agreement.

Dated this the 19th day of November 2024.

CITY OF BATESVILLE, MISSISSIPPI

By: _____
Hal Ferrell, Mayor

PANOLA COUNTY HUMANE SOCIETY

By: _____
President Signature

Print Name

OR

By: _____
Vice-President Signature

Print Name

NOVEMBER 19, 2024

**IN RE: APPROVAL OF SPECIFICATIONS FOR PORTABLE LIGHT
 TOWER & OBTAIN QUOTES**

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that the following specifications for a portable light tower, be and they are hereby approved, and further ordered that Fire Chief Tim Taylor be and he is hereby authorized to obtain quotes for said portable light tower:

City of Batesville MS, Fire Department

Specification for Portable Light tower

Nov 2024

Request for Quotes:

Please provide a written quote for one (1) portable light tower as specified.

Scope of Work

Supply (1) one new and unused diesel engine-driven light tower set that has been factory built and production tested.

The light tower set will be a commercial design and shall be new and of current production by a national firm that manufactures the tower units and controls, and assembles the generator sets as a complete and coordinated system. The light tower unit supplied shall meet the requirements of the National Electrical Code if applicable.

The light tower unit shall be furnished by a single manufacturer who shall be responsible for the design, and coordination of the complete system.

Engine

The unit shall be powered by a Kubota, liquid cooled 2-cylinder diesel engine, 1800 RPM. The engine shall be fueled from an NLT 45 U.S. gallon on board tank and shall have a run time on NLT 200 Hours. The engine shall be electrically started using a 12 62 Ah battery.

Lights/Mast

The unit shall have 4 LED 320W lights mounted on an NLT 25' high, hydraulic powered mast razing multi stage tower. The lights shall have dedicated breaker protected circuits for each LED lamp. The lamps shall be adjustable in both the horizontal and vertical planes. The mast shall have an approximately 10 second raise time form the stowed to full high positions.

Generator

The generator shall be a 240 volt, 4.2 KVA, 60 Hz unit.

Trailer

The entire unit shall be mounted on a single axle, two (2) wheel trailer. The trailer shall be an integral component of the light tower system and shall have the following features:

- 2 5/16 inch ball hitch, with safety chains and jack stand
- DOT approved stop, tail, turn and marker lights
- Locking enclosures around the engine and generator.

General

The unit shall be black in color, shall have extendable support jacks on the rear (one each side). The sound level shall not exceed 65 dBA @ 23 feet when operating at full capacity, approximate weight NMT 2200 lbs. Approximate overall dimensions in a stowed position 75" L X 60" W x 100" H.

1

NOVEMBER 19, 2024

Controller

Deep Sea controller with display screen showing all the functions of the engine and generator the controller shall allow multiple events to predetermined the operation of lighting unit.

Warranty

- | | |
|----------------------------------|-------------|
| • Engine | NLT 2 years |
| • LED Heads | NLT 3 years |
| • Tower and remaining components | NLT 1 year |

Quote Requirements;

- Must be on the supplier's official letterhead or form(s) To the City of Batesville MS, Fire Department.
- Must have Brand, Model number and other pertinent information of the unit being quoted.
- Must be signed by an authorized representative of the supplier.
- Must be valid for up to NLT 90 days
- All cost must be included
- Shall have specifications of the quoted product included as attachment.
- Delivery time (in weeks) after purchase order is issued by the City.
- Email Quotes as a PDF file to firechief@batesvillefire.com , titled "Light Tower Quote"
- Vendor must accept Purchase Orders, Net 45, from the City of Batesville MS.
- Invoices must be submitted by the 25th of the Month for processing and shall be submitted to;

City of Batesville MS, Fire Dept
P.O. Box 689
Batesville MS, 38606

P.O.C Tim Taylor, Fire Chief,
P.O. Box 689
132 Van Voris Street
Batesville MS, 38606
662-563-6610, cell 662-609-4703

NOVEMBER 19, 2024

IN RE: **APPROVAL OF SPECIFICATIONS FOR UTV EQUIPMENT
TRANSPORTER & OBTAIN QUOTES**

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that the following specifications for UTV equipment transporter, be and they are hereby approved, and further ordered that Fire Chief Tim Taylor be and he is hereby authorized to obtain quotes for said UTV equipment transporter:

City of Batesville
Fire Department

November, 2024

Specifications for; UTV Equipment Transporter

Supply and deliver one (1) UTV equipment transporter for the City of Batesville MS, Fire Department to be used on an existing Polaris 1000 Crew UTV.

- Integrated 55 -gallon poly water tank.
- All aluminum construction with bright aluminum diamond plate.
- Hose bed storage section for EMS bags and fire equipment.
- Pump features all stainless steel piping & brass valves (pump shall be stationary-does not remove from skid unit).
- Unit shall have a Two-Stage High-Pressure Pump: Twin impeller, gas-driven pump powered by an electric start 6.5 HP Honda engine cable to self-prime to 19'; Nitrile rubber seal & casing "O" rings; Low oil protection; One Year Pump Warranty; Two Year Engine Warranty.
- Flows requirement shall be NLT; 65 GPM @ 48 PSI; 50 GPM @ 81 PSI; 20 GPM @ 120 PSI
- Unit shall have 1 gated 1-1/2" w/ NST discharge; 1 gated 1" discharge; 1 gated 1" pump to tank refill; 1 gated 1" to booster reel; 1 gated 1-1/2" NST auxiliary suction; 1 gated 1-1/2" tank to pump.
- The skid shall be equipped with a tank mounted pre-connected F4000 Series Hannay Reel® Electric rewind with 100' of 3/4" Boostlite Booster Hose.
- Around the pump 1-1/2" line with shut off for water pack refill.
- Water tank sight gauge.
- 2- 48" x 1" grab rails at rescue area for mounting a stokes basket or long board.
- 10 – 24" long Velcro D Loop Straps Included.

Quote Requirements;

- Must be on the supplier's official letterhead or form(s) To the City of Batesville MS, Fire Department.
- Must have Brand, Model number and other pertinent information of the unit being quoted.
- Must be signed by an authorized representative of the supplier.
- Must be valid for up to NLT 90 days
- All cost must be included
- Shall have specifications of the quoted product included as attachment.
- Delivery time (in weeks) after purchase order is issued by the City.
- Email Quotes as a PDF file to firechief@batesvillefire.com , titled "UTV skid quote"
- Vendor must accept Purchase Orders, Net 45, from the City of Batesville MS.
- Invoices must be submitted by the 25th of the Month for processing and shall be submitted to;

City of Batesville MS, Fire Dept
P.O. Box 689
Batesville MS, 38606

P.O.C Tim Taylor, Fire Chief,
P.O. Box 689
132 Van Voris Street
Batesville MS, 38606
662-563-6610, cell 662-609-4703

NOVEMBER 19, 2024

**IN RE: APPROVAL OF SPECIFICATIONS FOR SOUND SYSTEM FOR
CONFERENCE ROOMS A&B & OBTAIN QUOTES AT THE CIVIC
CENTER**

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that the following specifications for a sound system for conference rooms A&B at the Civic Center, be and they are hereby approved, and further ordered that Civic Center Director Rodney Holley be and he is hereby authorized to obtain quotes for said sound system for conference rooms A&B:

Specifications for Sound system in room A/B.

Product

- 70w two way passive speaker (White) (2)
- 5C Speaker (White) (2)
- 70’ CL Speaker Wire.
- 6036 / Dual Handheld Microphone (2)
- 400 W 6 – Channel Powered Mixer (1)
- XLR 6’ Cable (2)
- MISC – Fasteners, Cables, Wire Organization, Plugs, Connectors, Etc.

Service

- Labor – Labor, Tool Rental, Follow Up, Phone Support, and Travel.

IN RE: SUB GRANTEE GRANT ADMINISTRATOR

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Fire Chief Tim Taylor, Mayor Hal Ferrell, City Attorney Colmon Mitchell and others as necessary, be and they are hereby authorized to sign the Homeland Security Grant Recipient Agreement and further ordered that Fire Chief Tim Taylor be designated as the Sub-grantee Grant Administrator, in order to purchase an additional light tower. A copy of said agreement is on file in the Office of the City Clerk.

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

NOVEMBER 19, 2024

IN RE: APPROVAL OF PAYMENT FOR EMERGENCY REPAIR – HEAT EXCHANGER REPLACEMENT

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

RESOLUTION APPROVING AND RATIFYING THE EMERGENCY REPLACEMENT OF THE HEAT EXCHANGER AND FURTHER AUTHORIZING PAYMENT THEREFOR

WHEREAS, Civic Center Director Rodney Holley, of the City of Batesville, Mississippi, has advised the Mayor and Board of Aldermen of the City of Batesville that under conditions determined to be an emergency, the heat exchanger located at the Batesville Civic Center was replaced by Alpha Energy Solutions for a total of \$10,165.00 and submitted a Certificate of Emergency Purchase or Repair setting out the facts of the afore said matter which is attached hereto and incorporated herein by reference; and

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

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

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

2. The Mayor and Board of Aldermen do hereby ratify, confirm and approve the replacement of the heat exchanger at the Batesville Civic Center by Alpha Energy Solutions.

3. The Mayor and Board of Aldermen of the City of Batesville, Mississippi, do hereby approve and authorize the payment of the sum of \$10,165.00 to Alpha Energy Solutions in connection with the replacement of the aforesaid heat exchanger at Batesville Civic Center

RESOLVED, this the 19th day of November, 2024.

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

NOVEMBER 19, 2024

CERTIFICATION OF EMERGENCY PURCHASE OR REPAIR

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

On or about the 19 day of Oct, 2024, I determined that an emergency existed in regard to the purchase and/or repair set out below so that the delay incident to giving opportunity for competitive bidding would be detrimental to the Mayor and Board of Aldermen of the City of Batesville.

Describe in detail and include all information mentioned:

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

(2) Heat exchangers for the Package units over
Conference room C & A/B

Alpha is getting parts from time & will install
total is \$10,165.00

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

Replace the heat exchangers.

Alpha Energy Solutions.

10/23/24 - 10/24/24

\$10,165.00

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

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

The two Conference rooms can not be used
with heat because the heat exchanger was cracked.

When it is cracked Carbon Monoxide can go into the
rooms. This is a safety concern.

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

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

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

Date: 10/18/24


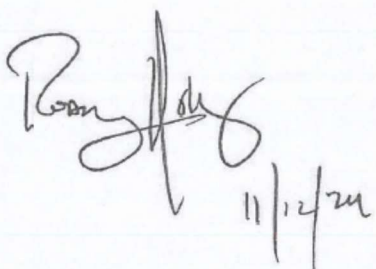
Rooney Holly
SIGNATURE

Rooney Holly
(PRINT NAME OF THE PERSON SIGNING)

POSITION: BCC Batesville Civic Ctr

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NOVEMBER 19, 2024

 alpha Energy Solutions <small>First In Quality • First In Service • First For You</small> 7200 Distribution Drive • Louisville, KY 40258-2827 (502) 968-0121	INVOICE NUMBER 471965 DATE OF INVOICE 11/08/2024 TICKET NUMBER 471965 PURCHASE ORDER # 2634 CUSTOMER #/SITE 4665/BATESVILLE		
	SERVICE REQUESTED: REPLACE HEAT EXCHANGER ON RTU'S 2 AND 4. REFER TO EST 979902.		
INVOICE TO: CITY OF BATESVILLE BATESVILLE CIVIC CENTER P O BOX 689 BATESVILLE, MS 38606	BATESVILLE CIVIC CENTER 290 CIVIC CENTER DRIVE BATESVILLE, MS 38606 AUTHORIZED BY: RODNEY HOLLEY		
SERVICE PERFORMED: COMPLETED REPLACEMENT OF HEAT EXCHANGER ON RTU #2 AND #4 PER QUOTE. TESTED AND VERIFIED PROPER OPERATION			
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	TOTAL AMOUNT		10165.00
 11/12/24		LABOR	.00
		MATERIALS	.00
		TRIP CHARGE	.00
		OTHER	10165.00
		SUBTOTAL	10165.00
		SALES TAX	.00
TERMS: NET 45 DAYS 1 1/2% INTEREST PER MONTH / AFTER 30 DAYS OR AN ANNUAL RATE OF 18%		BALANCE DUE	10165.00

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NOVEMBER 19, 2024

IN RE: OVERHEAD DOOR ON THE OLD STREET DEPARTMENT BUILDING

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that Public Works Director Newt Benson be and he is hereby authorized to obtain quotes to replace the overhead door on the old street department building.

IN RE: MENDROP ENGINEERING

Upon motion of Alderman Morrow and second of Alderman Dugger and upon unanimous vote taken, it was ordered that Mendrop Engineering prepare a cost estimate for a 10-inch water line and 4-inch gas line bore across Hwy 6 E from Walmart side to Covenant Drive.

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NOVEMBER 19, 2024

IN RE: QUOTES RECEIVED- LED SOLAR POWERED PEDESTRIAN CROSSING SIGNS

The City of Batesville received the following quotes for four (4) LED Solar Powered Pedestrian Crossing Signs for Pearson Street:

Red Bud Supply Inc:	\$1,484.50 x4 = \$5,938.00
K&K Systems Inc:	\$1,684.07 x4= \$6,736.30

Upon recommendation of Public Works Director Newt Benson and upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the quote from Red Bud Supply Inc. in the amount of \$5,938.00 be and it is hereby approved and accepted as the lowest and best quote. Copies of the quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:



RedBud supply
1-800-844-3657 www.redbudsupply.net

RED BUD SUPPLY, INC.
P.O. BOX 533
P.O. BOX 533
BELMONT Mississippi 38827
U.S.A

QUOTE
EST-000323

Bill To
CITY OF BATESVILLE

Quote Date : 12 Nov 2024
Reference# : HIP YELOW

#	Item & Description	Qty	Rate	Amount
1	30" HIP SIGN, 8 LED'S, D 20 SOLAR PACK WITH MOUNTING BRACKET, SPLASHER CONTROLLER AND 18A BATTERY. SQUARE SHAED. MOUNTING KIT INCLUDED. MUTCD (W11-2) PEDESTRIAN CROSSING SYMBOL SYSTEM DOES NOT INCLUDE PUSH BUTTON PANEL.	1.00	1,219.25	1,219.25
2	OPTIONAL: FLUORESCENT YELLOW SHEETING INSTEAD OF HIP SHEETING	1.00	115.25	115.25
Sub Total				1,334.50
Shipping charge				150.00
Total				\$1,484.50

Notes
THANK YOU FOR THE OPPORTUNITY
FREIGHT TO BE DETERMINED

Terms & Conditions
NET 30

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NOVEMBER 19, 2024

IN RE: QUOTES RECEIVED-FOUR FIRE HYDRANTS

The City of Batesville received the following quotes for four (4) fire hydrants:

Southern Pipe & Supply: \$2,900.00 x4 = \$11,600.00
Central Pipe Supply Inc.: \$2,959.41 x4= \$11,837.64

Upon recommendation of Public Works Director Newt Benson and upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the quote from Southern Pipe & Supply. in the amount of \$11,600.00 be and it is hereby approved and accepted as the lowest and best quote. Copies of the quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:

SOUTHERN
PIPE & SUPPLY

Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
000000		3037483-00
PO Date	PO #	Page #
11/15/24		1

Bill To

CITY OF BATESVILLE
101 GRAVES ST
PO BOX 689
BATESVILLE, MS 38606-2215

Correspondence To

Southern Pipe & Supply Company
4330 Hwy 39 N.
PO Box 5738
MERIDIAN, MS 39301

Ship To

CITY OF BATESVILLE
101 GRAVES ST
PO BOX 689
BATESVILLE, MS 38606-2215

Instructions

Currency

Ship Point

SOUTHERN PIPE - HORN LAKE

Via

Our Truck

Shipped

10

Terms

Prox,Net30

Ln #	Product And Description	UPC Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
1	MH514423WR 129 HYD 5-1/4 3'6 BURY O/L 6" M SHOE 3-WAY RED	00000	1		1	EA	2900.00	EA	0.00	2900.00
1 Lines Total			Qty Shipped Total			1	Total		2900.00	
							Invoice Total		2900.00	

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IN RE: TRASH CANS

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that Panola County provide extra trash cans to be stored at the Street Department building in order for Street Department personnel to replace damaged trash cans as needed within the city limits of Batesville.

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; City Clerk Shonnah 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 personnel matter, potential acquisition of property, conveyance of city property, lease of city property, litigation and appealable order.

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

NOVEMBER 19, 2024

IN OPEN MEETING

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for the purpose of personnel matter, potential acquisition of property, conveyance of city property, lease of city property, litigation and appealable order. 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; 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; City Clerk Shonnah Weaver and Administrative Assistant Sulli Woods.

There came on for discussion a personnel matter. (Chief Building Official Andy Berryhill was also present for this discussion.)

There came on for discussion potential acquisition property. (Panola Partnership Director Joe Azar, Public Works Director Newt Benson, Assistant Public Works Director Gary Snider, Greg Smith of Mendrop Engineering Resources were present for this discussion.)

There next came on for discussion a conveyance of City property.(Public Works Director Newt Benson and Assistant Public Works Director Gary Snider were present for this conversation.)

There next came on for discussion a lease of city property. (Panola Partnership Director Joe Azar and Civic Center Director Rodney Holley were present for this conversation.)

There next came on for discussion litigation.

There next came on for discussion appealable order.

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NOVEMBER 19, 2024

IN OPEN MEETING

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

IN RE: SURVEY PROPERTY

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that Mendrop Engineering Resources be & They are hereby authorized to survey the Old National Guard property located at the corner of Hwy 51 and Eureka Street.

IN RE: WELCOME SIGN

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the Public Works Director Newt Benson be & he is hereby authorized to purchase & install the Welcome sign in front of Lowe's, for an amount not to exceed \$2,500.00.

NOVEMBER 19, 2024

**IN RE: APPROVAL OF AMENDED LEGAL SERVICES AGREEMENT-
REVERE LAW GROUP**

Upon motion of Alderman Dugger and second of Alderman Walton and upon unanimous vote taken, it was ordered that the amended Legal Services agreement between the City of Batesville and Revere Law Group be and it is hereby approved and accepted and further ordered that Mayor Ferrell be and he is hereby authorized to sign said legal services agreement, a copy of which is on file in the Office of the City Clerk.

**AMENDED AGREEMENT FOR LEGAL SERVICES

BETWEEN

CITY OF BATESVILLE

AND

SMITH, PHILLIPS, REVERE, PLLC (now Revere Law Group, PLLC)**

Whereas, on June 3, 2024, between *The City of Batesville*, 103 College Street, Batesville, MS 38606 (OWNER), and *Smith, Phillips, Revere, PLLC*, P. O. Drawer 1586, Batesville, Mississippi 38606, entered into an agreement for legal services; and

Whereas, since that date Revere Law Group, PLLC was formed and took over the representation of all matters formerly handled by Smith, Phillips, Revere, PLLC; and

Whereas, the parties desire to make certain changes to and add certain provisions to the aforesaid Agreement.

Now, therefore for good and valuable consideration the City of Batesville (OWNER) and Revere Law Group, PLLC (ATTORNEY) agree as follows:

1. ATTORNEY shall perform legal services for the OWNER that may be required or necessary for the Project, including but not limited to preparation of, review of, and legal advice on all appropriate City related Project documents; legal advice and guidance on compliance with applicable procurement and bidding laws and regulations.
2. ATTORNEY shall charge attorney fees for the services at the rate of \$195.00 per hour per attorney plus out-of-pocket expenses for reimbursement. The attorney fees plus expenses will not exceed \$50,000.00. ATTORNEY will submit an itemized invoice each month for such fees and reimbursement.
3. OWNER, upon receipt of and approval of the ATTORNEY'S invoice by its Governing Authority, shall pay the invoice in full in the manner and at the time it customarily pays its bills each month.
4. ATTORNEY will endeavor to perform the legal services with the degree of care and skill customarily exercised by other lawyers currently practicing under similar circumstances in Panola County, Mississippi.
5. This Contract cannot be assigned.

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- 6. The only relationship between the OWNER and the ATTORNEY is the Attorney/Client relationship and ATTORNEY is an independent contractor.
- 7. Neither OWNER nor ATTORNEY shall be liable for faults or delays caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of government agencies.
- 8. 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.
- 9. The OWNER has entered into the Subaward Agreement with the Mississippi Department of Environmental Quality (MDEQ Agreement No. 591-2-DW-5.15) relating to funds for the project that is being conducted under the Mississippi Municipality and County Water Infrastructure Grant Program ("Subaward Agreement"). The ATTORNEY agrees to follow the applicable terms in the Subaward Agreement. The terms and conditions set forth in Attachments A and C to the Subaward Agreement are incorporated herein and made a part hereof by reference except that the Attorney's Obligation to indemnify, save, release and hold harmless under the Subaward Agreement and the said Attachments A and C is limited only to liability that may arise from the Attorney's services that are provided pursuant to the terms of this Amended Agreement for Legal Services. These Attachments A and C are attached hereto and incorporated herein by reference.
- 10. If the Attorney violates or breaches the terms of this Agreement then the Attorney shall be liable to the Owner for any damages caused by such violation or breach.
- 11. The Owner may terminate this Agreement for cause and for convenience and thereafter pay to the Attorney any fees earned prior to the termination.
- 12. The original Agreement dated June 3, 2024, as amended by this Amended Agreement, is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended Agreement as of the _____ day of _____ 2024.

OWNER: The City of Batesville	ATTORNEY: REVERE LAW GROUP, PLLC
 _____ HAL FERRELL, Mayor	 _____ Ryan Revere, CEO

ATTEST: _____
Shonnah Weaver, City Clerk

(City Seal)

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Upon motion duly made and seconded, the meeting was adjourned to reconvene at 1:00 o’clock p.m., December 3, 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.

Mayor

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

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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

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

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

Date: December 3, 2024

Hour: 1:00 p.m.

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

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

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NOVEMBER 19, 2024

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