

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

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OCTOBER 7, 2025

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**REGULAR MEETING  
OCTOBER 7, 2025**

Be It Remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Batesville was held on the first Tuesday of October, being the 7<sup>th</sup> day of October 2025, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Stan Harrison, Dennis Land, Jim Whitaker, Carl Wayne Flowers and Jimmy McCloud, Also present were City Clerk Shannah Weaver; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; Public Works Director Newt Benson; Assistant Public Works Director Gary Snider; Civic Center Facilities Manager Jonathan Wilkes; Fire Chief Tim Taylor; Deputy Fire Chief James Snyder; Chief Building Official Andy Berryhill; and Administrative Assistant Sulli Bolen

A quorum being present, the meeting was duly opened by the Mayor, and after the invocation given by Rip Copeland, 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 October 7, 2025, was approved, with additions.

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OCTOBER 7, 2025

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# **CITY OF BATESVILLE BOARD MEETING**

OCTOBER 7, 2025  
2:00 P.M. | CITY HALL

## **AGENDA**

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**CALL TO ORDER:** Mayor Hal Ferrell

**INVOCATION:** Rip Copeland

### **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**

- October 7, 2025

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

- September 16, 2025- Regular Meeting

### **CONSENT AGENDA**

1. Approval for Nicholas Arendale to the Roper-I (Awareness and Operations) at the MS Fire Academy on November 3-6, 2025. Allow an alternate if one is unable to attend. All expenses will be paid/reimbursed by the city. He will travel in a city vehicle.
2. Approval for Jordan Inman and William Thompson to attend the Confined Space Rescue Class at the MSFA on November 10-13, 2025. Allow an alternate if one is unable to attend. MSFA Offers this course to Firefighters at no cost for the class as it is covered by a grant. They will travel in a city vehicle and per diem will be paid/reimbursed by the city.
3. Approval for Thomas Cockrell to attend the HAZ MAT Tech Class at the MSFA, this is now an online course and will be taught online for two weeks. He will attend MSFA campus for one week for skills and testing. Online course begins November 17, 2025 and will attend the MSFA campus for one week on December 1-5, 2025. All expenses will be paid/reimbursed by the city.
4. Approval for Sgt. Zach White to attend Bomb Prevention Awareness training in Holly Springs, MS on October 14, 2025. All expenses will be paid/reimbursed by the city.
5. Approval for Sgt. Matthew Brown to attend First Line Supervisor Training at the Mississippi Law Enforcement Training Academy in Pearl, MS on November 18-20, 2025. All expenses will be paid/reimbursed by the City.

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

OCTOBER 7, 2025

**PAY REQUEST AGENDA**

1. Approval to pay Panola County Sheriff Department in the amount of \$7,684.55 in connection with Inmate Housing for August.
- 2 Approval to pay Maloney Glass & Overhead Door in the amount of \$5,442.00 in connection with overhead door at Fire Station 1.
3. Approval to refund the following people for ball teams that didn't make:
  - Ken Phelps-\$15.00
  - Hannah Cobb- \$30.00
  - Ginger Cook-\$25.00
  - Denae Curtis- \$30.00
  - Heather Dalrymple-\$30.00
  - Jerneika Bowdery-\$30.00
  - Chelsea Tullos-\$50.00
  - Kaitlyn Morre-\$30.00
  - Kim Brower-\$30.00
  - Clint Childress- \$50.00
  - Tori Morrow- \$50.00
  - Jodi Gowen-\$15.00
  - Amanda Cook-\$50.00
  - Katelyn McCain- \$50.00
4. Approval of Pay Application #15 FINAL to be paid to M&N Construction LLC in the amount of \$11,527.17 in connection with NWCC Concourse Project.
5. Approval to pay Tri- State Meter and Regulator Service in the amount of \$7,000.00 in connection with upgrading farm tap on HWY 6 E to a regulator station.
6. Approval to pay Hach Company in the amount of \$7,676.00 in connection with annual service agreement.

**HUMAN RESOURCES****PUBLIC HEARING & MBAP**

1. 101 RedBud Dr.- Continued Clean Up Hearing
2. Delacy Howell- MBAP for Office space at 152 Public Square
3. Tony Hill- MBAP to allow restaurant at 106 Court Street
4. Tony Hill- MBAP to allow Salon at 106C Court Street
5. Tony Hill- MBAP to allow boutique at 106A Court Street
6. Leonard Boothe- rezoning request at 310 Hwy 6 W.

**VISITORS**

1. Enid Griffin
2. Pan Gens

**PERMANENT VISITORS**

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

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

OCTOBER 7, 2025

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

1. Acknowledge and place in minutes a copy of Dennis Barfield's certificate for Commercial Building Inspector received October 1, 2025.
2. Monthly Inspection & Complaint List
3. Planning Commission Minutes meeting for September
4. Set Public Hearings for November 4, 2025, at 2:15 pm for the following:
  - Leonard Boothe rezoning request
  - Leonard Boothe CUP food trailer
  - Billie and Annie Key rezoning request
5. Approval to set fees for roofing permits at \$100 for residential reroofs and fee for commercial based on contract price using the existing permit fee schedule for the City of Batesville, and lift moratorium on roofing permits.
6. Approval of a work session with Planning Commission to discuss food truck ordinance (October or November)
7. Set Clean-Up Hearings as needed

**ASSISTANT CHIEF OF POLICE – BARRY THOMPSON**

1. Approval to purchase (2) 2023 Ford Police Interceptor Utility AWD from Missouri State Highway Patrol at \$31,000.00.
2. Approval to sign the service agreement with Motorola Solutions for the time period covering October 1, 2025- September 30, 2026. The cost is \$49,889.01.
3. Request to surplus and trade in (13) Ruger Mini 14 rifles for (6) Rock River LE1010 5.56 rifles. Quote is attached to show credit for the Ruger rifles of \$4,940.00 and charge of \$5,100.00 for the Rock River rifles with a balance of \$160.00 that will be owed to Mississippi Police Supply.

**CITY ATTORNEY – COLMON MITCHELL**

1. Ordinance

**CITY CLERK – SHONNAH WEAVER**

1. Update on Sewer Only Customers
2. 2025-2026 Appropriations & Monthly Transfers
3. Acknowledge disclosure submission FY 2024
4. Approval to re-establish/replenish cash drawer.
5. Municipal Compliance Questionnaire.

**FIRE CHIEF – TIM TAYLOR**

1. Request to declare surplus property
2. Approve the Fire Chief to accept an AFG \$60,000.00 grant for the purchase of SCBAs.

**CIVIC CENTER DIRECTOR – RODNEY HOLLEY**

1. Approval of quotes on the HVAC repairs.  
**Tri Star- \$6,303.00**  
5M Services- \$9,917.00
2. Permission to prepare specifications for floor replacement in the downstairs area.
3. Approval of specifications for the compressor replacement on the southwest chiller.

**PARKS AND RECREATION DIRECTOR – HEATH FULLILOVE**

**MINUTE BOOK NO. J-3 – CITY OF BATESVILLE, MISSISSIPPI****OCTOBER 7, 2025****PUBLIC WORKS DIRECTOR – NEWT BENSON**

1. Request permission to approve the AT&T boring application for Miller St., James St., Gay St., Park St., Watt St., Georgia St., Acorn Ln., Bates St., Short St., Oak Ridge Ln.,
2. Request permission to approve the emergency repairs of the Batesville Public Library, HVAC systems.
  - **TriStar Mechanical – Total \$37,996.00** (See 6 invoices attached)
3. Request permission to accept bids for the Batesville Library Roof.
4. Request permission to cancel our generator service agreement with Taylor Power (**\$47,973.00**)
5. Request permission to accept a new service agreement with Nixon (**\$47,069.00**)
6. Request permission to accept Reverse Auction for the backhoe lease

**My Recommendation:**

- **Transfer the one owned backhoe in the Water/Sewer department to the Sanitation Department**
- **Lease one backhoe for the Water/Sewer Department**
- **Total Lease Agreement \$77,018.40/Annually**
- **Total Savings- \$38,509.20/Annually by not leasing 3**

7. Request permission to accept new policy for fire hydrant meter
8. Request permission for an additional speed bump at 103 Autumn Ave. See attached signature page of residents in favor of the additional speed bump.

**ALLOW CLAIMS: 55060-55670 (includes The Co-Op)****OTHER MATTERS BY MAYOR OR ALDERMAN:****POTENTIAL EXECUTIVE SESSION****ADJOURNMENT****IN RE: APPROVAL OF MINUTES**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, September 16, 2025, regular meeting were approved.

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

OCTOBER 7, 2025

## IN RE: SIGNATURE SHEET FOR MEETING OF OCTOBER 7, 2025

**BOARD MEETING**  
**October 7, 2025**  
**Signature Sheet**

<i>Bruce Tippins</i> Please print name clearly	106 College of Batesville, MS Street Address, City, Zip
<i>Leavis Draby</i> Please print name clearly	106 College St. Batesville, MS Street Address, City, Zip
<i>Mark Brown</i> Please print name clearly	City Street Address, City, Zip
<i>Kath Overall</i> Please print name clearly	BPD Street Address, City, Zip
<i>Delacy Howell</i> Please print name clearly	924 Joiner Rd. Batesville, MS Street Address, City, Zip
<i>Tim Taylor</i> Please print name clearly	City of Batesville MS Street Address, City, Zip
<i>Justin Wilks</i> Please print name clearly	204 Park St. Street Address, City, Zip
<i>Allen Holmes</i> Please print name clearly	361 Sweetwater Window, MS Street Address, City, Zip
<i>Leonard Booth</i> Please print name clearly	6869 Barnacre Rd. Sardis MS 38661 Street Address, City, Zip
<i>Jonathan Barkley</i> Please print name clearly	metrop Street Address, City, Zip
<i>Alex Rayburn</i> Please print name clearly	12706 Hwy 310 W. Como, MS 38619 Street Address, City, Zip
<i>Suzanne Corley</i> Please print name clearly	451-# E. Railroad Ave Street Address, City, Zip
<i>Chris Griffin</i> Please print name clearly	Courtland MS 38620 Street Address, City, Zip
<i>Rupert Howell</i> Please print name clearly	874 Pittman Rd Brville Street Address, City, Zip
<i>Dawn Crockett</i> Please print name clearly	101 Redbird Dr Batesville MS Street Address, City, Zip
<i>Hysia Schweng</i> Please print name clearly	The Pavilion Street Address, City, Zip
<i>James Snyder</i> Please print name clearly	BFD Street Address, City, Zip
<i>Tony H. II</i> Please print name clearly	106 Court St. Batesville MS Street Address, City, Zip
<i>Stacia Jackson</i> Please print name clearly	Courtland 38620 Street Address, City, Zip
<i>Carroll Diven</i> Please print name clearly	NDPDD Street Address, City, Zip
<i>Robert Ailes</i> Please print name clearly	BPD Street Address, City, Zip
<i>Gary Snyder</i> Please print name clearly	City of Batesville Street Address, City, Zip

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

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OCTOBER 7, 2025

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**IN RE: APPROVAL OF CONSENT AGENDA**

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

1. Approval for Nicholas Arendale to attend the Roper-I (Awareness and Operations) at the MS Fire Academy on November 3-6, 2025. Allow an alternate if one is unable to attend. All expenses will be paid/reimbursed by the city. He will travel in a city vehicle.
2. Approval for Jordan Inman and William Thompson to attend the Confined Space Rescue Class at the MSFA on November 10-13, 2025. Allow an alternate if one is unable to attend. MSFA offers this course to Firefighters at no cost for the class as it is covered by a grant. They will travel in a city vehicle and per diem will be paid/reimbursed by the city.
3. Approval for Thomas Cockrell to attend the HAZ MAT Tech Class at the MSFA, this is now an online course and will be taught online for two weeks. He will attend MSFA campus for one week for skills and testing. Online course begins November 17, 2025 and will attend the MSFA campus for one week on December 1-5, 2025. All expenses will be paid/reimbursed by the city.
4. Approval for Sgt. Zach White to attend Bomb Prevention Awareness training in Holly Springs, MS on October 14, 2025. All expenses will be paid/reimbursed by the city.
5. Approval for Sgt. Matthew Brown to attend First Line Supervisor Training at the Mississippi Law Enforcement Training Academy in Pearl, MS on November 18-20, 2025. All expenses will be paid/reimbursed by the City.

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

OCTOBER 7, 2025

**IN RE: APPROVAL OF PAY REQUEST 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 pay request agenda be, and they are hereby approved:

1. Approval to pay Panola County Sheriff Department in the amount of \$7,684.55 in connection with Inmate Housing for August.
- 2 Approval to pay Maloney Glass & Overhead Door in the amount of \$5,442.00 in connection with overhead door at Fire Station 1.
3. Approval to refund the following people for ball teams that didn't make:
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6. Approval to pay Hach Company in the amount of \$7,676.00 in connection with annual service agreement.

**IN RE: LITTLE CHURCH**

Rupert Howell of the Pan Gens appeared before the Mayor and Board of Aldermen requesting permission to use the St. Stephens/Little Church on Thursday, October 23, 2025, from 6-9 p.m.

Upon motion of Alderman McCloud and second of Alderman Flowers and upon unanimous vote taken, it was ordered that the above request be and it is hereby approved.

**MINUTE BOOK NO. J-3 – CITY OF BATESVILLE, MISSISSIPPI****OCTOBER 7, 2025****IN RE: CODE OFFICE**

Enid Griffin appeared before the Mayor and Board of Aldermen to voice her concerns.

No action was taken.

**IN RE: BIDS RECEIVED – LIBRARY REROOF**

This day the Mayor and Board of Aldermen discussed the sealed competitive bids that were received and opened on September 25, 2025, for the Library reroof, pursuant to advertisement made in the manner and for the time provided by law as evidenced by a copy of Proof of Publication attached hereto, the Mayor and Board of Aldermen found that the following bids were received and are on file in the Office of the City Clerk.

BID TABULATION SHEET		BATESVILLE PUBLIC LIBRARY REROOF SEPTEMBER 25, 2025 2:00 PM					
CONTRACTOR	C.R.	BID BOND	ALL ADDENDA ACKNOWLEDGED	BID IS SIGNED	BASE BID	ADD ALTERNATE #1 METAL ROOF OPTION	BASE BID + ALT #1
ADVANCED ROOFING SOLUTIONS, LLC	25917	MERCHANTS NATIONAL	X	X	\$176,000.00	\$354,000.00	
ALISON ENTERPRISE LLC	26155	U.S. SPECIALITY	X	X	\$183,000.00	\$134,000.00	
E. CORNELL MALONE CORPORATION	19624	FIDELITY AND DEPOSIT	X	X	\$167,000.00	\$144,000.00	
GULF SOUTH ROOFING, LLC	24247	U.S.F. INSURANCE	X	X	\$118,340.00	\$63,110.00	
INDEPENDENT ROOFING	06047	AXIS INSURANCE	X	X	\$136,000.00	\$93,000.00	
RIVERLAND ENTERPRISES	23860	O.C.I.C.	X	X	\$132,786.00	\$87,866.00	
ROOFING SOLUTIONS, LLC	18309	P.I.I.C.	X	X	\$171,400.00	\$93,100.00	

SOZO ARCHITECTURE, PLLC - MICHAEL GREY JONES, AIA, LEED AP BD+C  
BID CERTIFICATION BY ARCHITECT: 

9/25/2025

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

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

OCTOBER 7, 2025

## Publisher's Certificate of Publication

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

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

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

08/20/25, 08/27/25

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

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

*Rebecca Alexander*

Rebecca Alexander, Publisher

Subscribed and sworn to before me this  
27th Day of August, 2025

*Shandale Goodman*



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

Account # 180200  
Ad # 2032110

CITY OF BATESVILLE  
PO BOX 689  
BATESVILLE MS 38606

## PUBLIC NOTICE

SOZO 25016  
BATESVILLE LIBRARY  
REROOF SEPT 2025  
SECTION 001113 -

ADVERTISEMENT FOR BIDS  
ADVERTISEMENT FOR BIDS  
2025 BATESVILLE LIBRARY  
REROOF-Batesville, MS CITY  
OF BATESVILLE, PANOLA  
COUNTY of Mississippi

Notice is hereby given that sealed bids will be received for the project named below by the City of Batesville until 2:00 P.M. on Thursday, 25 SEPTEMBER 2025 and then publicly opened and read aloud. Single stipulated sum bids will be received for all work required by the contract documents in accordance with the Instructions to Bidders.

It is anticipated that "Notice to Proceed" will be 13 OCTOBER 2025.

Construction shall be completed as defined on Bid Form.  
Location for Receipt of Bids:  
Contract Documents consisting of Plans and Specifications Entitled:

BATESVILLE LIBRARY  
Batesville, MS  
Project Numbers: 25016  
The work generally consists of AN ENTIRE REROOF OF THE LIBRARY- ASPHALT AND MEMBRANE TYPE ROOFS

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the Specifications and the drawings referred to therein. Contract time shall be 120 consecutive calendar days from the effective date shown in the Notice to Proceed. Liquidated damages will be assessed in the amount of the actual costs incurred for each consecutive calendar day beyond the specified contract time.

Special Damages: In addition to the amounts provided for liquidated damages, expenses and other losses, Contractor, in the event of such default, shall pay to the Owner the actual costs, expenses and other losses reasonably incurred by Owner.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals be submitted in duplicate, sealed and deposited with the CITY OF BATESVILLE, PANOLA COUNTY of Mississippi prior to the hour and date here-

inbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Each Bidder must submit with his proposal a separate attachment stating his qualifications to perform the work. The Statement of Qualifications shall list past projects of similar size and nature, a list of references with name and telephone number, a list of key personnel who will perform the work, and other information supporting the Bidder's qualifications.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the CITY OF BATESVILLE, PANOLA COUNTY of Mississippi, as bid security. Bidders shall also submit a current financial statement, if requested, by the CITY OF BATESVILLE, PANOLA COUNTY of Mississippi.

The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Contract Drawings, Contract Specifications, Instructions to Bidders and Bidders Proposal Forms are on file and open to public inspection in the office of the CITY OF BATESVILLE, PANOLA COUNTY of Mississippi Clerk of CITY OF BATESVILLE, PANOLA COUNTY of Mississippi.

Bid Documents may be examined at the office of the Architect and are being made available via original paper copy or digital CD. Plan holders are required to register and order Bid Documents at [www.sozorearchplans.com](http://www.sozorearchplans.com). Bid Documents are non-refundable and must be purchased through the website. All plan holders are required to have a valid email address for registration.

Questions regarding website registration and online orders please contact Online Plan Room support at Telephone No. (662) 407-0193. No partial sets of Documents will be issued. Selected plan rooms will be issued one (1) CD without charge.

This Project provides for a Pre-bid Meeting scheduled for 10:00 AM on Thursday, 18 SEPTEMBER 2025 at Public Works Of-

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

OCTOBER 7, 2025

**IN RE: DOWNTOWN BUSINESS DISTRICT USE PERMIT – 152 PUBLIC SQUARE**

Chief Building Official Andy Berryhill presented a Downtown Business District Mayor and Board of Aldermen Use Permit request made Delacy Howell, that was recommended by the Planning Commission, for an Office Space.

Upon motion of Alderman Harrison and second of Alderman McCloud and upon unanimous vote taken, it was ordered that the above request be, and it is hereby approved.

**IN RE: DOWNTOWN BUSINESS DISTRICT USE PERMIT – 106 COURT STREET**

Chief Building Official Andy Berryhill presented a Downtown Business District Mayor and Board of Aldermen Use Permit request made Tony Hill, that was recommended by the Planning Commission, for a restaurant.

Upon motion of Alderman Flowers and second of Alderman Whitaker and upon unanimous vote taken, it was ordered that the above request be, and it is hereby approved.

**IN RE: DOWNTOWN BUSINESS DISTRICT USE PERMIT – 106C COURT STREET**

Chief Building Official Andy Berryhill presented a Downtown Business District Mayor and Board of Aldermen Use Permit request made Tony Hill, that was recommended by the Planning Commission, for a salon.

Upon motion of Alderman Flowers and second of Alderman Whitaker and upon unanimous vote taken, it was ordered that the above request be, and it is hereby approved.

**IN RE: DOWNTOWN BUSINESS DISTRICT USE PERMIT – 106A COURT STREET**

Chief Building Official Andy Berryhill presented a Downtown Business District Mayor and Board of Aldermen Use Permit request made Tony Hill, that was recommended by the Planning Commission, for a boutique.

Upon motion of Alderman Flowers and second of Alderman Whitaker and upon unanimous vote taken, it was ordered that the above request be, and it is hereby approved.

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

OCTOBER 7, 2025

**IN RE:            PUBLIC HEARING - 3:00 P.M.  
                  PUBLIC HEARING – LEONARD BOOTHE - REZONING**

The Mayor opened the Public Hearing and Chief Building Official Andy Berryhill explained the purpose of the hearing being a request from Leonard Boothe that the following described property presently zoned C-1, Commercial District be rezoned to C-2, Community District. Said property lying and being situated in the City of Batesville, Second Judicial District of Panola County, Mississippi and more particularly described as follows, to-wit:

Parcel Number: 3183R0000100 280004600  
Lot (100x266) PT Lot 31 – BLK 28  
Original Town of Batesville

Parcel Number: 3183R0000100 280004700  
1.2 ACC PT Lots 32, 33 & 34 – BLK 28  
Original Town of Batesville

Parcel Number: 3183R0000100 280004800  
NE COR Lot 33 (70x160) – BLK 28  
Original Town of Batesville

and

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

Leonard Boothe was present and spoke in support of this request and no one was present in opposition of this request.

Chief Building Official Andy Berryhill reported that the Planning Commission recommended said rezoning request at their meeting held on August 25, 2025, due to there being a public need for such rezoning and the character of the neighborhood in which the property is located has changed to such an extent as to justify said reclassification and rezoning.

The Mayor declared the hearing closed.

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

OCTOBER 7, 2025

## Publisher's Certificate of Publication

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

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

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

09/10/25

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

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



Rebecca Alexander, Publisher

Subscribed and sworn to before me this  
10th Day of September, 2025



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



Account # 180200  
Ad # 2042191

CITY OF BATESVILLE  
PO BOX 689  
BATESVILLE MS 38606

## PUBLIC NOTICE

NOTICE OF PUBLIC  
HEARING

Pursuant to the orders of the Mayor and Board of Aldermen of the City of Batesville, Mississippi, notice is hereby given to all persons interested in or in any way affected thereby, that said Board of Aldermen has, upon application of Leonard Boothe, initiated the rezoning of the following described property from C-1, Central Business to C-2, Community Business. Said property lying and being situated in the City of Batesville, Second Judicial District of Panola County, Mississippi and more particularly described as follows, to-wit:

Parcel Number: 3183R0000100  
280004600  
Lot (100x266) PT Lot 31 – BLK 28  
Original Town of Batesville

Parcel Number: 3183R0000100  
280004700  
1.2 ACC PT Lots 32, 33 & 34 – BLK 28  
Original Town of Batesville

Parcel Number: 3183R0000100  
280004800  
NE COR Lot 33 (70x160) – BLK 28  
Original Town of Batesville

and  
NOW THEREFORE, pursuant to the order of the Mayor and Board of Aldermen of the City of Batesville, Mississippi, notice is hereby given to all persons interested in, or in any way affected by, said application that a public hearing on said application shall be held by the Mayor and Board of Aldermen of the City of Batesville, Mississippi, at 2:15 P.M. on October 7, 2025, at the City Hall located at 103 College Street, Batesville, Mississippi, at which time all parties interested in or affected thereby, will be heard, after which a decision will be rendered by the said Board of Mayor and Aldermen. Any objection made concerning the property described herein above may be made by any person in writing or in person at said hearing.

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

CITY OF BATESVILLE  
Shonnah Weaver, City Clerk

The Panolian:  
Sept. 10, 2025  
HEARING 10.7.25

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

OCTOBER 7, 2025

**IN RE: ORDINANCE ADOPTED - REZONING, LEONARD BOOTHE**

Upon motion of Alderman Flowers, seconded by Alderman McCloud and upon unanimous vote taken, the following Ordinance was adopted:

**ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BATESVILLE, MISSISSIPPI, AMENDING CERTAIN SECTIONS OF THE BATESVILLE ZONING PLAN OF THE CITY OF BATESVILLE, MISSISSIPPI**

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

WHEREAS, the aforesaid changes consisted of rezoning the hereafter described property presently zoned C-1, Central Business, and

WHEREAS, October 7, 2025, was set as the date for the public hearing and notice of said hearing was given fifteen (15) days prior to the date set for said public hearing by publication in "The Panolian" a newspaper having general circulation in Batesville, Mississippi, on the proposed changes and amendments.

WHEREAS, at said public hearing there were no protests or objections made to the changes and amendments to the Batesville Zoning Ordinance of the City of Batesville, Mississippi, and

WHEREAS, the character of the neighborhood has changed substantially and there is a public need for rezoning said property.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of the City of Batesville, Mississippi, that the Batesville Zoning Ordinance of the City of Batesville be and the same is hereby amended as follows:

That the following described property presently zoned C-1, Central Business be rezoned C-2, Community Business and more particularly described as follows to wit:

Parcel Number: 3183R0000100 280004600  
Lot (100x266) PT Lot 31 – BLK 28  
Original Town of Batesville

Parcel Number: 3183R0000100 280004700  
1.2 ACC PT Lots 32, 33 & 34 – BLK 28  
Original Town of Batesville

Parcel Number: 3183R0000100 280004800  
NE COR Lot 33 (70x160) – BLK 28  
Original Town of Batesville  
and

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

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OCTOBER 7, 2025

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That the Batesville Zoning Ordinance is hereby ratified and confirmed, as previously amended from time to time, subject to this change.

ORDAINED, APPROVED AND ADOPTED by the Mayor and Board of Aldermen of the City of Batesville, Mississippi, on this the 7<sup>th</sup> day of October 2025.

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Hal Ferrell, Mayor

ATTEST:

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Shannah Weaver, City Clerk

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

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OCTOBER 7, 2025

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**IN RE:        BIDS RECEIVED – BATESVILLE FORCEMAIN & BORING  
PROJECT**

This day the Mayor and Board of Aldermen discussed the sealed competitive bids that were received and opened on October 7, 2025, for the Batesville Forcemain & Boring Project, pursuant to advertisement made in the manner and for the time provided by law as evidenced by a copy of Proof of Publication attached hereto. Jonathan Buckley of Mendrop Engineering Resources found that the following bids were received and are on file in the Office of the City Clerk:

Hickson Major Construction, LLC	\$398,170.00
Waco, LLC	\$354,960.00
Brocato Construction	\$476,757.60

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

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

OCTOBER 7, 2025

## Publisher's Certificate of Publication

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

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

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

08/27/25, 09/03/25

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

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



Rebecca Alexander, Publisher

Subscribed and sworn to before me this  
3rd Day of September, 2025




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

Account # 180200  
Ad # 2035400

CITY OF BATESVILLE  
PO BOX 689  
BATESVILLE MS 38606

## PUBLIC NOTICE

## ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for the Batesville Forcemain and Boring Project will be received by The City of Batesville, herein called the "OWNER", at Batesville City Hall, 103 College Street, Batesville, MS until 2:00 P.M., Local Time on October 7, 2025 at which time they will be publicly opened and read aloud. Bids received after this time will not be accepted and will be returned unopened.

A Pre-Bid Conference is not currently scheduled for the Project. If it is determined that a pre-bid conference is required, an addendum will be issued to establish the time, date, and location. The project scope includes: The project includes, but may not be limited to, the construction of 1764LF of 10" SDR-21 PVC Sewer Forcemain and installation of 300 LF Roadway Waterline Boring with Carrier Pipe.

Contract time is 90 consecutive calendar days. Liquidated damages in the amount of \$200.00 will be assessed for each consecutive calendar day thereafter.

Bidders must be qualified under Mississippi Law and show a current Certificate of Responsibility issued by the Mississippi Board of Public Contractors establishing classification as to the value and type of construction work on which he is authorized to bid. The Plans, Specifications, and Contract Documents may be examined at the following locations:

1. Batesville City Hall, 103 College Street, Batesville, MS 38606, (662) 563-4576
2. Mendrop Engineering Resources, LLC, 101B Eureka Street, Batesville, MS, 38606, (601) 899-5158 or gsmith@mendrop.net via email.

Disadvantaged business enterprises are encouraged to make inquiries regarding potential bidding, subcontracting opportunities, and equipment, material and/or supply needs.

Any contract or contracts awarded under this invitation for bids are expected to be funded by The City of Batesville, Mississippi in conjunction with MDEQ.

The bidder shall guarantee to hold his bid good and may not withdraw his bid for a period of 60 calendar days after the scheduled closing time for receiving bids.

The award, if made, will be made to the party submitting the lowest and best responsive, responsible bid deemed most favorable to the Owner. *The City of Batesville reserves the right to reject any and all bids*

*and to waive any informalities or irregularities in the bids received.*

The City of Batesville

Mayor Hal Ferrell

The Panolian:  
Aug. 27 and Sept. 3, 2025  
BIDS/PROJECT

## IN RE: APPRAISAL- HARMON CIRCLE

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the proposal for appraisal services from Cushman and Wakefield, as presented to the Mayor and Board of Aldermen from, to the Harmon Circle Water and Sewer Improvements Project be, and it is hereby accepted. A copy of said proposal is on file in the Office of the City Clerk and a copy follows:

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

OCTOBER 7, 2025

Jason E. Crump, R/W-AC  
Senior Director, Infrastructure Practice Group  
Valuation & Advisory  
281-216-3845



Cushman & Wakefield of Georgia, LLC  
5101 Wheelis Dr., Suite 300  
Memphis, TN 38117  
901-257-9996 Tel

September 11, 2025

Newt Benson  
Director of Public Works  
City of Batesville  
103 College St.  
Batesville, MS 38606

Re: **Appraisals, +/- 20 parcels  
Harmon Circle Water and Sewer  
Improvements  
Panola County, MS**

Dear Mr. Benson:

Thank you for requesting our proposal for appraisal services. This proposal letter will become, upon your acceptance, our letter of engagement to provide the services outlined herein.

#### TERMS OF ENGAGEMENT

##### I. PROBLEM IDENTIFICATION

**The Parties to This Agreement:** Cushman & Wakefield of Georgia, LLC ("C&W") and City of Batesville (the "Client").

**Intended Users:**

The Client and the City of Batesville are the only identified Intended Users of the appraisal. The appraisal may not be distributed to or relied upon by other persons or entities.

**Intended Use:**

Internal use in conjunction with acquisitions related to a pipeline project.

**Type of Opinion and Rights Appraised:**

Market value for easement acquisition

**Date of Value:**

Current

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**City of Batesville**  
September 11, 2025  
Page 2

**Subject of the Assignment:**

The properties to be appraised are identified in the attached exhibit. It is acknowledged that parcels may be combined, eliminated, or added to over the course of the project and that the fee is on a per parcel basis.

**II. ANTICIPATED SCOPE OF WORK****USPAP Compliance:**

C&W will develop an appraisal in accordance with USPAP, the laws of the State of Mississippi, and the guidelines of the client.

**General Scope of Work:**

- Property Inspection to the extent necessary to adequately identify the real estate
- Research relevant market data, in terms of quantity, quality, and geographic comparability, to the extent necessary to produce credible appraisal results
- Consider and develop those approaches relevant and applicable to the appraisal problem and develop before and after values as necessary considering the proposed acquisition.

**III. REPORTING AND DISCLOSURE****Scope of Work Disclosure:**

The actual Scope of Work will be reported within the report.

**Reporting Option:**

Our findings will be communicated in an Appraisal Report.

**IV. FEE, EXPENSES AND OTHER TERMS OF ENGAGEMENT****Fee:**

\$2,750 per parcel

If a parcel gets cancelled and work has been performed, the parcel will be partially billed at a rate commensurate with work performed up to the date of cancellation.

Requested updates will be invoiced at 50% of the original fee; however, if a substantial amount of time has passed, the full fee may be required.

All invoices are due and payable within 30 days of the invoice date. The Client shall be solely responsible for C&W's fees hereunder. Acknowledgement of this obligation is made by the countersignature to this agreement by an authorized representative of the Client.

**Additional Expenses:**

Fee quoted is inclusive of expenses related to the preparation of the report.

**Retainer:**

Not required.

**Report Copies:**

The final reports will be delivered in electronic format. Up to

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**City of Batesville**  
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three hard copies will be provided upon request.

**Start Date:**

The appraisal process will initiate upon receipt of signed agreement, applicable retainer, and the receipt of the property-specific data.

**Acceptance Date:**

This proposal is subject to withdrawal if the engagement letter is not executed by the Client within four (4) business days.

**Final Report Delivery:**

Within forty-five (45) days of receipt of your written authorization to proceed, assuming prompt receipt of necessary property information. Payment of the fee shall be due and payable upon delivery of individual reports.

**Changes to Agreement:**

The identity of the Client, Intended User(s) identified herein, or Intended Use identified herein; the date of value; type of value or interest appraised; or property appraised cannot be changed without a new agreement.

**Prior Services Disclosure:**

USPAP requires disclosure of prior services performed by the individual appraiser within the three years prior to this assignment. The undersigned appraiser(s) has not provided prior services within the designated time frame.

**Future Marketing Disclosure:**

Unless otherwise directed at the conclusion of this engagement, we may disclose that we have appraised the subject property in future marketing documents and materials.

**Conflicts of Interest:**

C&W adheres to a strict internal conflict of interest policy. If we discover in the preparation of our appraisal a conflict with this assignment, we reserve the right to withdraw from the assignment without penalty.

**Cancellation of Engagement:**

Client may cancel this agreement at any time prior to C&W's delivery of the appraisal report upon written notification to C&W. Client shall pay C&W for work completed on the assignment prior to C&W's receipt of written cancellation notice, unless otherwise agreed upon by C&W and Client in writing.

**Withdrawal of Appraiser Prior to Completion of Assignment:**

C&W may withdraw without penalty or liability from the assignment(s) contemplated under this agreement before completion or reporting of the appraisal in the event that C&W determines, at C&W's sole discretion, that insufficient information was provided to C&W prior to the engagement, that Client or other parties have not or cannot provide C&W with documentation or information necessary to C&W's analysis or reporting, that conditions of the subject property render the original scope of work inappropriate, that appraiser becomes aware that he or she lacks the competency needed for the assignment with the meaning of applicable professional standards, that a conflict of interest has arisen, or that the Client has not complied with its payment obligations under this agreement. C&W shall notify the Client of such withdrawal in writing.

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**City of Batesville**  
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**Further Conditions of Engagement:** The Conditions of Engagement attached hereto are incorporated herein and are part of this letter of engagement.

Thank you for calling on us to render these services and we look forward to working with you.

Sincerely,  
**CUSHMAN & WAKEFIELD OF GEORGIA, LLC.**

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Jason E. Crump, R/W-AC  
Senior Director, Infrastructure Practice  
Valuation & Advisory

**AGREED:**  
**CLIENT: COMPANY**

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

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

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

OCTOBER 7, 2025

## CONDITIONS OF ENGAGEMENT

- 1) Each Intended User identified herein should consider the appraisal as only one factor together with its independent investment considerations and underwriting criteria in its overall investment decision. The appraisal cannot be used by any party or for any purpose other than the Intended User(s) identified herein for the Intended Use described herein.
- 2) Unless identified expressly in this agreement, there are no third-party beneficiaries of agreement pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does not mean that the party is a third-party beneficiary of the agreement.
- 3) The appraisal report will be subject to our standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal. All users of the appraisal report are specifically cautioned to understand the standard Assumptions and Limiting Conditions as well as any Extraordinary Assumptions and Hypothetical Conditions which may be employed by the appraiser and incorporated into the appraisal.
- 4) C&W shall have the right to utilize its affiliates in the performance of its services, provided that they comply with the obligations of C&W pursuant to this engagement.
- 5) The appraisal report or our name may not be used in any offering memoranda or other investment material without the prior written consent of C&W, which may be given at the sole discretion of C&W. Any such consent, if given, shall be conditioned upon our receipt of an indemnification agreement from a party satisfactory to us and in a form satisfactory to us. Furthermore, Client agrees to pay the fees of C&W's legal counsel for the review of the material which is the subject of the requested consent. C&W disclaims any and all liability with regard to the appraisal prepared pursuant to the engagement to any party other than the Intended User(s). Under no circumstances will C&W consent to the quote, reference or inclusion of the appraisal in connection with crowd funding activities. Further, crowd funding investors are specifically excluded from any class of Intended Users.
- 6) In the event the Client provides a copy of the appraisal to, or permits reliance thereon by, any party not identified herein as an Intended User, Client hereby agrees to indemnify and hold C&W, its affiliates and the respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal by any such party.
- 7) The balance of the fee for the appraisal will be due upon delivery of a report. Payment of the fee is not contingent on the appraised value, a loan closing, or any other prearranged condition. Additional fees will be charged on an hourly basis for any work, which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party, which exceed the time allotted by C&W for an assignment of this nature. If we are requested to stop working on this assignment, for any reason, prior to our completion of the appraisal, C&W will be entitled to bill the Client for the time expended to date at C&W's hourly rates for the personnel involved.
- 8) If C&W or any of its affiliates or any of their respective employees receives a subpoena or other judicial command to produce documents or to provide testimony involving this assignment in connection with a lawsuit or proceeding, C&W will use reasonable efforts to notify the Client of our receipt of same. However, if C&W or any of its affiliates are not a party to these proceedings, Client agrees to compensate C&W or its affiliate for the professional time and reimburse C&W or its affiliate for the actual expense that it incurs in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred. C&W or its affiliate will be compensated at the then prevailing hourly rates of the personnel responding to the subpoena or command for testimony.
- 9) By signing this agreement Client expressly agrees that its sole and exclusive remedy for any and all losses or damages relating to this agreement or the appraisal shall be limited to the amount of the appraisal fee paid by the Client. In the event that the Client, or any other party entitled to do so, makes a claim against C&W or any of its affiliates or any of their respective officers or employees in connection with or in any way relating to this engagement or the appraisal, the maximum damages recoverable from C&W or any of its affiliates or their respective officers or employees shall be the amount of the monies actually collected by C&W or any of its affiliates for this assignment and under no circumstances shall any claim for consequential, indirect, special, punitive or liquidated damages be made.
- 10) C&W disclaims any and all liability to any party with regard to the appraisal report other than an Intended User identified herein.
- 11) The fees and expenses shall be due C&W as agreed in this letter. If it becomes necessary to place collection of the fees and expenses due C&W in the hands of a collection agent and/or an attorney (whether or not a legal action is filed) Client agrees to pay all fees and expenses including attorneys' fees incurred by C&W in connection with the collection or attempted collection thereof.
- 12) Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or this agreement shall be filed in court (or in the

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

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applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time period stated in this section shall apply to all non-criminal claims or causes of action of any type.

- 13) Notwithstanding that C&W may comment on, analyze or assume certain conditions in the appraisal, C&W shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations and other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise.
- 14) Legal claims or causes of action relating to the appraisal or this agreement are not assignable, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.
- 15) Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.
- 16) Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in

Prohibited Activity during the term of this agreement. In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

TAX PARCEL OWNER	TAX PARCEL	ESMT AREA
Barbara Powell	3183J0001400 0001200	0.04 AC
Denley Rental Properties	3183J0001400 0001300	0.04 AC
Dianna Carr	3183J0001400 0001000	0.004 AC
Hayward Harmon	3183J0001400 0000901	0.02 AC
Hayward Harmon 2	3183J0001400 0002000	0.15 AC
John Rhodes	3183J0001400 0000600	0.02 AC
Lima Towles	3183J0001400 0001800	0.02 AC
Martha Pitcock	3183J0001400 0001100	0.03 AC
Martha Pitcock 2	3183J0001400 0000800	0.06 AC
Martha Pitcock 3	3183J0001400 0000400	0.02 AC
Machael Sorrells	3183J0001400 0001600	0.02 AC
Machael Sorrells 2	3183J0001400 0000500	0.02 AC
Russell Woods	3183J0001400 0001700	0.03 AC
Russell Woods 2	3183J0001400 0000900	0.03 AC
Russell Woods 3	3183J0001400 0000100	0.002 AC
William Harmon	3183J0001400 0000700	0.02 AC
William Harmon 2	3183J0001400 0001400	0.04 AC
William Harmon 3	3183J0001400 0001500	0.10 AC
William Harmon 4	3183J0001400 0000300	0.02 AC
William Harmon 5	3183J0001400 0000200	0.04 ACTOTAL

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

OCTOBER 7, 2025

**IN RE: OBTAINING EASEMENT- HARMON CIRCLE**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that Proposal and Work Authorization for Right-Of-Way Services from ORC, as presented to the Mayor and Board of Aldermen, in regard to the Harmon Circle Water and Sewer Improvements Project be and it is hereby accepted. A copy of said proposal is on file in the Office of the City Clerk and a copy follows:



Client Name: Newt Benson  
 Client Title: Director of Public Works  
 Client Organization: City of Batesville  
 Address: 103 College Street, Batesville MS 38606

**Subject:** Proposal and Work Authorization for Right-of-Way Services – Harmon Circle Water and Sewer Improvements Project

**Dear Mr. Benson,**

Thank you for the opportunity to support the City of Batesville (Client) on the Harmon Circle Water and Sewer Improvements Project. This letter serves as both a formal proposal and work order authorization for O.R. Colan Associates (“ORC”) to provide the requested right-of-way services.

#### 1. Scope of Work

ORC will provide professional right-of-way services in support of the construction of new water and sewer improvements serving Harmon Circle.

##### **The scope includes:**

- Title research and verification (vesting deed only). This does not include mineral title and confirms ownership as of the last deed of record.
- ORC will attempt to secure (1) temporary construction and (1) permanent utility easement for up to twenty (20) parcels.
- ORC will attempt at least five (5) landowner contacts through a combination of methods before turning a parcel file over to the client for condemnation, etc., for a period of up to ninety (90) days from the initiation of negotiations
- Conducting good faith negotiations to acquire identified property interests through a combination of methods: in-person, phone calls, letters, e-mail, etc.
- ORC will maintain a daily entry of negotiations notes and communications with landowners.
- Coordination with engineering, legal, appraisers, and Client staff etc.
- The recording fees and conveyance fees for the easement/deeds and other documents are not included in ORC's bid (to be completed by others).

#### 2. Schedule

Work is scheduled to begin on October 20, 2025 and is anticipated to be completed by March 1, 2026 subject to client direction, third-party timelines, and acquisition complexity.

##### **Milestone targets:**

- Kickoff & mobilization: October 20, 2025
- Initial parcel assignments: November 20, 2025
- Offers Made to Landowners: December 15, 2025
- Final deliverables and closeout: March 20, 2026

#### 3. Cost and Billing Terms

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OCTOBER 7, 2025

City of Batesville, MS  
October 2, 2025  
Page 2

ORC proposes to perform this work on a unit rate per parcel basis.

**Financials:**

- Estimated total: \$70,000.00
- Hourly rates and categories: See Staffing & Estimate Chart
- Invoicing: Monthly, net 30 days from invoice date/ Milestone Payments
- Reimbursables: Pre-approved expenses per contract terms

**Milestone Payments:** Consultant shall invoice the Client monthly for milestones achieved. Invoices shall include the Project Status Report (unless provided separately). Acquisition and project management fees shall be invoiced based on milestone completion for each activity for each unit as assigned.

Milestone payments shall be invoiced in the following manner:

- 100% of the Initial Title Work per unit fee, upon receipt of the title work, as limited to the above scope.
- 50% of the total Negotiation per unit fee, once an offer package has been mailed to the landowner(s).
- 50% of the total Negotiation per unit fee after a signed easement pay package or condemnation package, if needed, has been submitted to the Client.

If ORC begins work on any activity, and the activity is removed from ORC's scope, then ORC is entitled to receive partial payment for work completed to that point. A request for partial payment will be supported by appropriate documentation.

**4. Project Estimate**

**Unit Pricing/Lump Sum**

ACTIVITY	# of Units	\$/Unit	Total Cost
Title Research	20	\$64.00	\$1,280.00
Acquisition	20	\$3,436.00	\$68,720.00
<b>TOTAL</b>			<b>\$70,000.00</b>

Any changes to scope, timeline, or budget will be discussed and approved in writing before implementation.

**5. Assumptions and Dependencies**

- ORC will rely on timely access to project documents, parcel data, and third-party contacts.
- The project is not using federal funds, but negotiations will be conducted in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).
- Appraisal and appraisal review, if obtained, will be obtained by the client. ORC will not prepare waiver valuations but will provide an offer package upon receipt of appraisal and appraisal review documents.
- Legal descriptions, easement deeds, and plat maps/surveys are to be provided by the client.
- The client will perform recording services, delivery of payment, and condemnation (if needed).
- ORC will perform services in accordance with all applicable laws, regulations, and industry standards.
- Our pricing is based on current market conditions and is valid for a period of 60 days from the date of this proposal. If award or notice to proceed occurs after this period, ORC reserves the right to adjust pricing to reflect changes in labor rates, subcontractor costs, or other market-driven factors.
- The proposed pricing is based on the project scope, schedule, and parcel count as outlined by Mendrop Engineering and related documents. Should the scope of services be reduced, parcel counts revised, or the

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

OCTOBER 7, 2025

City of Batesville, MS  
October 2, 2025  
Page 3

project schedule materially altered, ORC will review the impact on costs and provide an adjusted fee proposal for client approval.

- If delays outside of ORC's control occur (e.g., environmental approvals, design deliverables, permitting, or right-of-entry issues) that materially impact the schedule or staff assignments, ORC reserves the right to renegotiate pricing or adjust staffing plans to reflect the revised project timeline.
- ORC intends to utilize our proprietary ORC Parcel Suite® right-of-way management system for this project.
  - Unless otherwise noted, use of Parcel Suite® for project management and reporting is included in our pricing. If additional customization or client-specific reporting functionality is requested, ORC will provide a separate cost proposal.
  - If the client desires direct access to the ORC Parcel Suite® database, execution of a Master Services Agreement (MSA) and user license agreements will be required prior to access being granted. These agreements ensure data security, compliance with federal/state requirements, and proper use of ORC's proprietary platform.

**6. Authorization**

To proceed with this work, please sign below and return this letter. Work will begin upon receipt of authorization.

If you have any questions or need further details, don't hesitate to reach out directly. We look forward to continuing our partnership and delivering exceptional results on this project.

Sincerely,



Sara Hernandez  
Divisional Director  
O.R. Colan Associates

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

OCTOBER 7, 2025

City of Batesville, MS  
October 2, 2025  
Page 5

## Attachment A

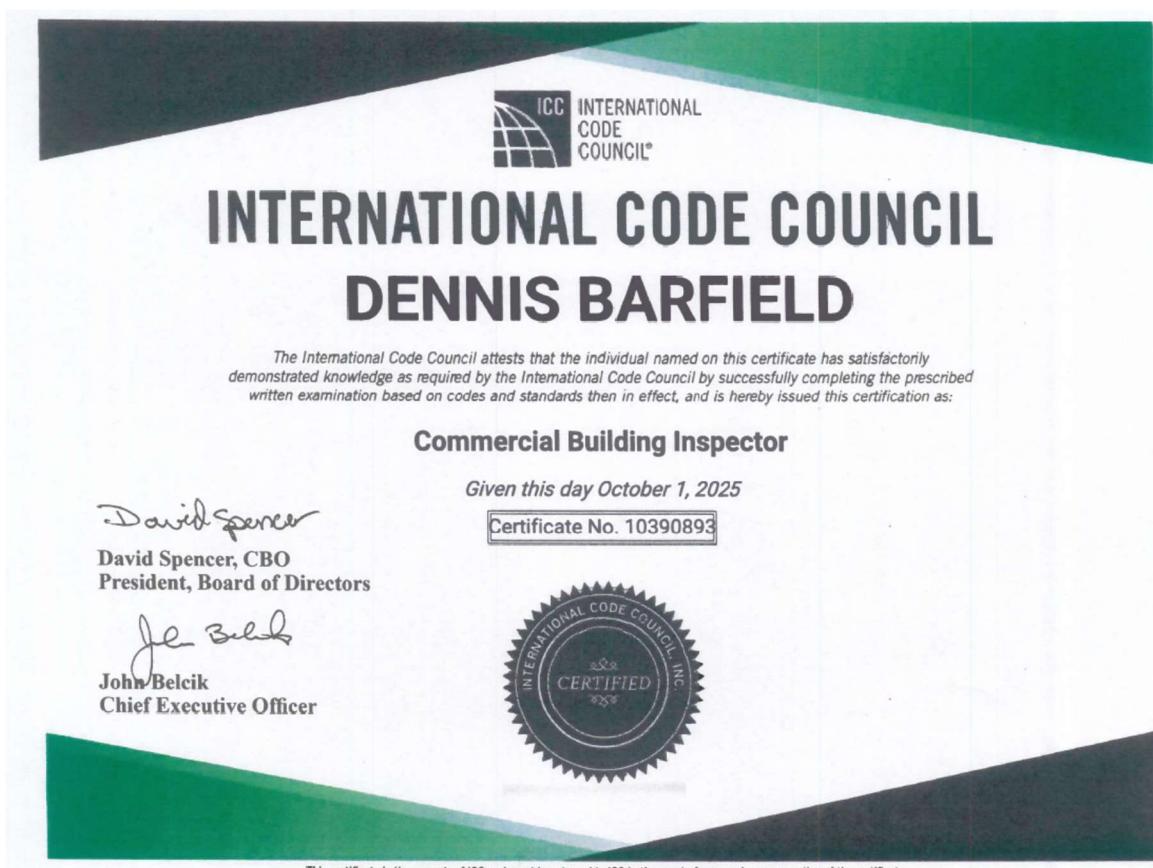
TAX PARCEL OWNER	TAX PARCEL	EASEMENT AREA (AC)	EASEMENT AREA (SF)
Barbara Powell	3183J0001400 0001200	0.040	1,742.40
Denley Rental Properties	3183J0001400 0001300	0.040	1,742.40
Dianna Carr	3183J0001400 0001000	0.004	174.24
Hayward Harmon	3183J0001400 0000901	0.020	871.20
Hayward Harmon 2	3183J0001400 0002000	0.150	6,534.00
John Rhodes	3183J0001400 0000600	0.020	871.20
Lima Towles	3183J0001400 0001800	0.020	871.20
Martha Pitcock	3183J0001400 0001100	0.020	871.20
Martha Pitcock 2	3183J0001400 0000800	0.020	871.20
Martha Pitcock 3	3183J0001400 0000400	0.030	1,306.80
Machael Sorrells	3183J0001400 0001600	0.060	2,613.60
Machael Sorrells 2	3183J0001400 0000500	0.020	871.20
Russell Woods	3183J0001400 0001700	0.030	1,306.80
Russell Woods 2	3183J0001400 0000900	0.030	1,306.80
Russell Woods 3	3183J0001400 0000100	0.002	87.12
William Harmon	3183J0001400 0000700	0.020	871.20
William Harmon 2	3183J0001400 0001400	0.040	1,742.40
William Harmon 3	3183J0001400 0001500	0.100	4,356.00
William Harmon 4	3183J0001400 0000300	0.020	871.20
William Harmon 5	3183J0001400 0000200	0.040	1,742.40
<b>TOTAL</b>		<b>0.726</b>	<b>31,624.56</b>

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

OCTOBER 7, 2025

**IN RE:           ACKNOWLEDGE CERTIFICATE FOR COMMERCIAL  
                 BUILDING INSPECTOR- DENNIS BARFIELD**

Upon recommendation of Chief Building Official Andy Berryhill and upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, the Mayor and Board of Aldermen acknowledged the Certificate for Commercial Building Inspector awarded to Dennis Barfield. A copy of said certificate is on file in the Office of the City Clerk and a copy follows:



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

OCTOBER 7, 2025

**IN RE: SET PUBLIC HEARING – REZONING – LEONARD BOOTHE**

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

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

WHEREAS, There has been submitted by Leonard Boothe to the Board of Mayor and

Aldermen of the City of Batesville, Mississippi, certain changes to the Comprehensive Zoning Ordinance adopted by the City of Batesville on April 21, 1992 and amended by ordinance adopted on September 7, 2010.

WHEREAS, The said Leonard Boothe request that the following described property presently zoned R-7, Residential be rezoned C-2, Commercial District. Said property lying and being situated in the City of Batesville, Second Judicial District of Panola County, Mississippi and more particularly described as follows, to-wit:

PT Lot 33 (151x338.5) – BLK 28  
Original Town of Batesville Section 8,  
Township 9, Range 7  
206 Eureka Street

and

WHEREAS, said request was reviewed by the Planning Commission of the City of Batesville at their meeting held on September 29, 2025, and

WHEREAS, said Planning Commission found and determined there is a public need for such rezoning and the character of the neighborhood in which the property is located has changed to such an extent as to justify said reclassification and rezoning and

NOW, THEREFORE, BE IT ORDERED that on the 4<sup>th</sup> day of November 2025, at 2:15 P.M. in the City Hall of the City of Batesville, Mississippi, the Mayor and Board of Aldermen will hold a public hearing on said application and the Clerk of the City of Batesville, Mississippi, is hereby ordered and authorized to place a notice of said public hearing for publication in “The Panolian”, a newspaper having a general circulation in the City of Batesville, Mississippi.

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

OCTOBER 7, 2025

**IN RE: SET PUBLIC HEARING – CONDITIONAL USE PERMIT – LEONARD BOOTHE**

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

**ORDER SETTING TIME, DATE, AND PLACE OF PUBLIC HEARING  
ON CONDITIONAL USE PERMITS IN THE CITY OF BATESVILLE,  
MISSISSIPPI AND AUTHORIZING THE CITY CLERK TO  
PUBLISH NOTICE OF SAID HEARING**

WHEREAS, There has been submitted by Leonard Boothe to the Board of Mayor and Aldermen of the City of Batesville, Mississippi, an application for a Conditional Use Permit to allow *Use #2.240 Sales from temporary or portable buildings, tent or other structures* to allow shaved ice and a food truck in a C-2, Commercial zone at 310 HWY 6 West, owned by Leonard Boothe, Said real properties are lying and situated in the City of Batesville, Second Judicial District of Panola County, Mississippi, and are more particularly described as follows, to-wit:

Parcel Number: 3183R0000100 280004700  
1.2 ACC PT Lots 32, 33 & 34 – BLK 28  
Original Town of Batesville  
310 HWY 6 W

and

WHEREAS, said request was reviewed by the Planning Commission of the City of Batesville at their meeting held on September 29, 2025, and

WHEREAS, said Planning Commission recommended that the Conditional Use Permit be granted and suggested the Board of Mayor and Aldermen impose conditions such as:

Two (2) year limit

and

NOW, THEREFORE, BE IT ORDERED that on the 4<sup>th</sup> day of November 2025 at 2:15 P.M. in the City Hall of the City of Batesville, Mississippi, the Mayor and Board of Aldermen will hold a public hearing on said application and the Clerk of the City of Batesville, Mississippi, is hereby ordered and authorized to place a notice of said public hearing for publication in “The Panolian”, a newspaper having a general circulation in the City of Batesville, Mississippi.

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

OCTOBER 7, 2025

**IN RE: SET PUBLIC HEARING – REZONING – BILLIE AND ANNIE KE**

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

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

WHEREAS, There has been submitted by Billie & Annie Key to the Board of Mayor and Aldermen of the City of Batesville, Mississippi, certain changes to the Comprehensive Zoning Ordinance adopted by the City of Batesville on April 21, 1992 and amended by ordinance adopted on September 7, 2010.

WHEREAS, The said Billie & Annie Key requests that the following described property presently zoned R-7, Residential be rezoned to M-1, Manufactured HomeDistrict. Said property lying and being situated in the City of Batesville, Second Judicial District of Panola County, Mississippi and more particularly described as follows, to-wit:

Lots 4 & 5 (100x125) – BLK 14  
Old Town of Panola Section 5,  
Township 9 South, Range 7 West, in the Second Judicial District of Panola County, Mississippi.

and

WHEREAS, said request was reviewed by the Planning Commission of the City of Batesville at their meeting held on September 29, 2025, and

WHEREAS, said Planning Commission found and determined there is a public need for such rezoning and the character of the neighborhood in which the property is located has changed to such an extent as to justify said reclassification and rezoning and

NOW, THEREFORE, BE IT ORDERED that on the 4<sup>th</sup> day of November 2025, at 2:15 P.M. in the City Hall of the City of Batesville, Mississippi, the Mayor and Board of Aldermen will hold a public hearing on said application and the Clerk of the City of Batesville, Mississippi, is hereby ordered and authorized to place a notice of said public hearing for publication in “The Panolian”, a newspaper having a general circulation in the City of Batesville, Mississippi.

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

OCTOBER 7, 2025

**IN RE: ROOFING PERMITS**

Upon motion of Alderman Harrison and second of Alderman McCloud and upon unanimous vote taken, it is ordered the following fees are hereby adopted:

**Proposed Fees for reroofing permits**

- Residential reroof – flat fee of \$100

Google search of fees found average fees for reroofs of residential properties from \$50-\$500

- Commercial reroof – fee based on contract price of job and determined by current permit fee schedule

Permit Fees

Effective 2/1/06

Building Permits

<u>Valuation</u>	<u>Fee Schedule</u>
\$1,000 - \$49,999	\$15 1 <sup>st</sup> \$1,000 plus \$5/M or fraction thereof
\$50,000 - \$99,999	\$260 1 <sup>st</sup> \$50,000 plus \$4/M or fraction thereof
\$100,000 - \$499,999	\$460 1 <sup>st</sup> \$100,000 plus \$3/M or fraction thereof
\$500,000 & up	\$1,660 1 <sup>st</sup> \$500,000 plus \$2/M or fraction thereof

Example for commercial:

Contract price is **\$60,000**

Permit fee is \$260 for the 1<sup>st</sup> \$50k plus \$4 per thousand thereof

**60 – 50 = 10 x 4 = 40 + 260 = \$300 permit fee**

**IN RE: APPROVAL TO LIFT MORATORIUM**

Upon recommendation of Chief Building Official Andy Berryhill and upon motion of Alderman McCloud and upon second of Alderman Harrison and upon unanimous vote taken, it was ordered to lift the moratorium on roofing permits.

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

OCTOBER 7, 2025

**IN RE: APPROVAL TO PURCHASE TWO FORD EXPLORERS–POLICE DEPARTMENT**

Upon motion of Alderman McCloud second of Alderman Land and upon unanimous vote taken, it was ordered that Assistant Chief of Police Barry Thompson be and he is hereby authorized to purchase two (2) Ford Explorers from Missouri State Highway Patrol in the amount of \$31,000.00 each, as authorized of Section 31-7-13(m)(vi) of the Mississippi Code, as amended, without the need for bids.

SHF-J81E 0/13

**MISSOURI STATE HIGHWAY PATROL**  
**Fleet & Facilities Division**  
**P.O. Box 568**  
**Jefferson City, MO 65102**  
**VEHICLE SALES INVOICE**

Invoice Number: 20250135  
 Page 1 of 1

Under provisions of 43.260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles.

(1) Year and Make of Vehicle: 2023 Ford Police Interceptor Utility AWD Title Number: UDD25325  
 Serial Number: 1FM5K8AB2PGA03154 P Number: 23026 Price: \$31,000.00  
 Comments: Mileage 64173

(2) Year and Make of Vehicle: 2023 Ford Police Interceptor Utility AWD Title Number: UDD36865  
 Serial Number: 1FM5K8AB1PGA03291 P Number: 23040 Price: \$31,000.00  
 Comments: Mileage 64044

(3) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
 Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
 Comments: \_\_\_\_\_

(4) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
 Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
 Comments: \_\_\_\_\_

(5) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
 Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Agency: City of Batesville

Address: 103 College St. Batesville, MS. 38606 662-563-4576

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Upon receipt of a check in the amount of \$62,000.00, payable to the Missouri State Highway Patrol, title(s) to the above identified vehicle(s) will be transferred to the above buyer. No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol.

MISSOURI STATE HIGHWAY PATROL

Todd Diehl \_\_\_\_\_ Fleet Control \_\_\_\_\_ 10/02/2025 \_\_\_\_\_  
 By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

OCTOBER 7, 2025

## IN RE: APPROVAL OF SERVICE AGREEMENT - MOTOROLA SOLUTIONS - POLICE DEPARTMENT

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the service agreement with Motorola Solutions, along with the City's Standard Contract Addendum thereto, be and it is hereby approved, and further ordered that Chief of Police Dennis Darby be and he is hereby authorized to sign said agreement, effective October 1, 2025-September 30, 2026. 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 a part thereof:



MOTOROLA SOLUTIONS

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

## SERVICE AGREEMENT

Quote Number : QUOTE-3153364  
Contract Number: USC000064165  
Contract Modifier: R02-JUN-25 05:09:05

Date:06/04/2025

Company Name: BATESVILLE, CITY OF

Attn:

Billing Address: PO BOX 689

City, State, Zip: BATESVILLE , MS, 38606

Customer Contact:

Phone:

Required P.O. :

PO #:

Customer # :1036133742

Bill to Tag #:

Contract Start Date :01-Oct-2025

Contract End Date :30-Sep-2026

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description		Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES		
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING		
	SVC02SVC0343A	RELEASE IMPACT TRAINING		
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE		
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II		
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC		
	SVC02SVC0001C	MICROWAVE SERVICES		
		Subtotal - Recurring Services	\$4,157.42	\$49,889.01
		Subtotal - One-Time Event Services	\$0.00	\$0.00
		Total		\$49,889.01
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at [https://www.motorolasolutions.com/en\\_us/managed-support-services/cybersecurity.html](https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html)) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

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

OCTOBER 7, 2025



## MOTOROLA SOLUTIONS

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

## SERVICE AGREEMENT

Quote Number : QUOTE-3153364  
Contract Number: USC000064165  
Contract Modifier: R02-JUN-25 05:09:05

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Jace Lester	9032278986	

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name : BATESVILLE, CITY OF  
Contract Number : USC000064165  
Contract Modifier : R02-JUN-25 05:09:05  
Contract Start Date : 01-Oct-2025  
Contract End Date : 30-Sep-2026



## MOTOROLA SOLUTIONS

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

## SERVICE AGREEMENT

Quote Number : QUOTE-3153364  
Contract Number: USC000064165  
Contract Modifier: R02-JUN-25 05:09:05

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

## Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

## Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

## Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

## Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

## Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes, upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the Internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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

OCTOBER 7, 2025



500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

## SERVICE AGREEMENT

Quote Number : QUOTE-3153364  
Contract Number: USC000064165  
Contract Modifier: R02-JUN-25 05:09:05

5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

## Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

## Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. ~~MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.~~

## Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.



500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

## SERVICE AGREEMENT

Quote Number : QUOTE-3153364  
Contract Number: USC000064165  
Contract Modifier: R02-JUN-25 05:09:05

## Section 11. LIMITATION OF LIABILITY

~~Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but shall not exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS, OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. NO action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.~~

## Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement, clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

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

OCTOBER 7, 2025

**MOTOROLA SOLUTIONS**

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

**SERVICE AGREEMENT**

Quote Number : QUOTE-3153364  
Contract Number: USC000064165  
Contract Modifier: R02-JUN-25 05:09:05

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022

**MOTOROLA SOLUTIONS**

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

**SERVICE AGREEMENT**

Quote Number : QUOTE-3153364  
Contract Number: USC000064165  
Contract Modifier: R02-JUN-25 05:09:05

**Cybersecurity Online Terms Acknowledgement**

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. **Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.  
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. **Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. **Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. **Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

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

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OCTOBER 7, 2025

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STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum is an integral part of any and all Contracts entered into by the City of Batesville, Mississippi [“City”], and, therefore, is hereby made a part of the Contract between the City and Motorola Solutions [the “Contract”].

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

CITY OF BATESVILLE, MISSISSIPPI

By: \_\_\_\_\_  
DENNIS DARBY, CHIEF OF POLICE

MOTOROLA SOLUTIONS

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name and Title)

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

OCTOBER 7, 2025

**IN RE: APPROVAL FOR APPROPRIATIONS AND MONTHLY TRANSFERS**

Upon motion of Alderman McCloud and second of Alderman Whitaker and upon unanimous vote taken, the Board approved the following appropriations and monthly transfers:

2025-2026 Appropriations & Monthly Transfers				
010-310-609	First Regional Library	Donation	\$18,620.00	Monthly Appropriation
010-005-609	Panola County Civil Defense	Donation	\$3,008.33	Monthly Appropriation
010-005-609	Panola Partnership	Donation	\$16,070.83	Monthly Appropriation
010-105-660	District Attorney's Office	Rent	\$350.00	Monthly Appropriation
010-005-609	Grace Place	Donation/match	\$7,125.00	Annual Appropriation
090-090-609	Main Street	Donation	\$76,000.00	Annual Appropriation
090-090-609	Main Street	Donation - Special Events	\$57,000.00	Annual Appropriation
010-255-609	Panola County Humane Society	Donation/dog pound	\$9,025.00	Annual Appropriation
010-255-660	Dennis Lott	Rubbish Site-May	\$3,000.00	Annual Appropriation
010-005-660	Royce Cobb-Cobb River Farm	Land Rent I55 Sign - January	\$1,000.00	Annual Appropriation
010-305-660	American Legion	Lease - January	\$1,000.00	Annual Appropriation
430-680-941	Gas Depreciation		\$1,000.00	Monthly Transfer
405-655-805/810	AMR	Radio Read-Water	\$4,443.71	Monthly Transfer
405-660-805/810	Covenant Crossing	Sewer Project	\$2,290.17	Monthly Transfer

**IN RE: ACKNOWLEDGE DISCLOSURE SUBMISSION FY 2024**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, the Board of Aldermen acknowledged the disclosure submission prepared by Butler Snow, LLP. A copy of said disclosure submission is on file in the Office of the City Clerk.

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

OCTOBER 7, 2025

**IN RE: ACCEPTANCE OF THE MUNICIPAL COMPLIANCE QUESTIONNAIRE**

Upon motion of Alderman Land, seconded by Alderman McCloud and upon unanimous vote taken, it was ordered that the City Clerk and the Mayor be, and they are hereby authorized to sign the Municipal Compliance Questionnaire for the year ending September 30, 2025, and further ordered that the same be accepted by the Board as prepared. A copy of the Municipal Compliance Questionnaire is on file in the Office of the City Clerk.

**IN RE: RE-ESTABLISH AND REPLENISH CASH DRAWERS**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that cash drawers be re-established and that shortages and/or overages in any drawers be corrected as follows:

**Utility Department**

Eloise Cosby	\$150.00
Hannah Gaines	\$150.00
Shannah Weaver	\$150.00
Kallie Daniel	\$150.00

**Code Enforcement**

Andy Berryhill	\$50.00
Code Office Petty Cash	\$100.00
General Petty Cash	\$200.00
Police Petty Cash	\$300.00
Parks & Recreation	\$150.00

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

OCTOBER 7, 2025

**IN RE: SURPLUS PROPERTY**

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

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

BE IT RESOLVED that the following equipment is obsolete and is not needed for municipal purposes and therefore, the equipment should be and is hereby declared to be surplus property and further ordered that said equipment be disposed of as junk.

Page 1 of 2

**Batesville Fire Department****Surplus Property**

<b>Item</b>	<b>Reason</b>	<b>City#</b>
• Firefighting Helmet	Exceeds Life Expectancy	H-F23
• Firefighting Helmet	Exceeds Life Expectancy	H-F01
• Firefighting Helmet	Exceeds Life Expectancy	H-BC01
• Firefighting Helmet	Exceeds Life Expectancy	H-F25
• Firefighting Helmet	Exceeds Life Expectancy	H-F08
• Firefighting Helmet	Exceeds Life Expectancy	H-F46
• Firefighting Helmet	Exceeds Life Expectancy	H-F47
• Firefighting Helmet	Exceeds Life Expectancy	H-F15
• Firefighting Helmet	Exceeds Life Expectancy	H-F29
• Air Mask	Does not work with MSA Airpack	6194
• Air Mask	Does not work with MSA Airpack	6102
• Air Mask	Does not work with MSA Airpack	6796
• Air Mask	Does not work with MSA Airpack	6193
• Radio Mic	Broken	6727
• Bunker Pants	Exceeds Life Expectancy	6582
• Bunker Pants	Exceeds Life Expectancy	6509
• Angle Light	Broken	L-030
• Angle Light	Broken	L-022
• Angle Light	Broken	L-012
• Bunker Pants	Exceeds Life Expectancy	6089
• Bunker Coat	Exceeds Life Expectancy	6090
• Bunker Coat	Exceeds Life Expectancy	6158
• Bunker Pants	Exceeds Life Expectancy	6205
• Bunker Coat	Exceeds Life Expectancy	6206
• Bunker Coat	Exceeds Life Expectancy	6691
• Bunker Coat	Exceeds Life Expectancy	6692
• Bunker Pants	Exceeds Life Expectancy	6118
• Bunker Coat	Exceeds Life Expectancy	7109
• Bunker Pants	Exceeds Life Expectancy	6092
• Bunker Coat	Exceeds Life Expectancy	6514
• Bunker Coat	Exceeds Life Expectancy	6088

Page 2 of 2

• Blast Mask	Does not work with MSA Airpack	BM023
• Blast Mask	Does not work with MSA Airpack	BM021
• Blast Mask	Does not work with MSA Airpack	BM022
• Blast Mask	Does not work with MSA Airpack	BM018
• Blast Mask	Does not work with MSA Airpack	BM024

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

OCTOBER 7, 2025

**IN RE: APPROVAL TO ACCEPT AND SIGN FOR AFG GRANT FOR THE PURCHASE OF SCBA's**

Upon motion of Alderman Flowers and second of Alderman McCloud and upon unanimous vote taken, it was ordered that the AFG Grant for the purchase of SCBA's, be & it is hereby accepted & further ordered that Fire Chief Tim Taylor, Mayor Hal Ferrell, City Clerk Shannah Weaver, and any other signature as needed, be and they are hereby authorized to sign the necessary documents for as required on behalf of the City for the AFG Grant for the purchase of SCBA's.

**IN RE: APPROVAL TO PURCHASE SIX AIRPACKS – MISSISSIPPI STATE CONTRACT – FIRE DEPARTMENT**

Upon motion of Alderman Flowers and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Fire Chief Tim Taylor be and he is hereby authorized to purchase Six Airpacks from Sunbelt Fire through Mississippi State Contract in the amount of \$59,994.00.

 <b>SUNBELT FIRE</b> <i>Serving you is our calling™</i>	<b>CUSTOMER QUOTE COPY: 1</b> DATE: 10/03/2025 EXP DATE: 11/02/2025 Quote No: Q-41782																				
<b>QUOTE</b> <b>Sunbelt Fire, Inc.</b> 8050 McGowin Dr. Fairhope, Alabama 36532 Phone: (251) 928-9917 – Fax: (251) 928-9933 <a href="http://www.sunbeltfire.com">www.sunbeltfire.com</a>																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">.QUOTED TO</td> <td style="width: 50%; padding: 5px;">SHIP TO</td> </tr> <tr> <td>Customer #: 1743 Batesville Fire Dept Po Box 689 Batesville, MS 38606</td> <td>Batesville Fire Dept 132 Van Voris Street Batesville, MS 38606-2101</td> </tr> <tr> <td style="padding: 5px;">EMP</td> <td style="padding: 5px;">TM</td> <td style="padding: 5px;">SHIP VIA</td> <td style="padding: 5px;">TERMS</td> </tr> <tr> <td>Dalton Combs</td> <td>Sidney Malone</td> <td></td> <td>Due Upon Receipt</td> </tr> </table>		.QUOTED TO	SHIP TO	Customer #: 1743 Batesville Fire Dept Po Box 689 Batesville, MS 38606	Batesville Fire Dept 132 Van Voris Street Batesville, MS 38606-2101	EMP	TM	SHIP VIA	TERMS	Dalton Combs	Sidney Malone		Due Upon Receipt								
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Notes: Special pricing ends 10/31/2025!! MS State Contract number 8200076737.																					
Parts: \$59,994.00 Freight: \$0.00 CC Fees: \$0.00 Sales Tax: \$0.00 <b>TOTAL QUOTE: \$59,994.00</b>																					

AUTHORIZED BY: \_\_\_\_\_ Printed Name: \_\_\_\_\_

DATE: \_\_\_\_\_

PURCHASE ORDER: \_\_\_\_\_

**THIS QUOTE/ESTIMATE IS VALID FOR 30 DAYS****TERMS AND CONDITIONS**

Please note that freight charges are not included in the quoted price unless explicitly specified. Qualified products in new, unopened packages, or otherwise that have not been installed, may be eligible for return within 30 days, subject to a 25% restocking fee. Certain products such as electrical items, hoses, belts, rubber, or neoprene items such as O-rings, and special-order products are non-returnable. Please contact us with the item number to check return eligibility. A 1.5% monthly late fee will be assessed on all invoices over 60 days past due.

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

OCTOBER 7, 2025

**IN RE: QUOTES RECEIVED-HVAC REPAIRS**

The City of Batesville received the following quotes, to repair Chiller 1, Chiller 4, and RTU 4 located at the Batesville Civic Center

<b>TRI-STAR COMPANIES, INC</b>	<b>\$6,303.00</b>
<b>5M SERVICES</b>	<b>\$9,917.00</b>

Upon recommendation of Civic Center Facilities Manager Jonathan Wilkes and upon motion of Alderman McCloud and second of Alderman Flowers and upon unanimous vote taken, it was ordered that the quote from Tri-Star Companies, Inc. in the amount of \$6,303.00 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:

TRI-STAR COMPANIES, INC.



P.O. BOX 658 • 910 KEATING ROAD  
BATESVILLE, MS 38606  
662-578-4440 FAX 662-578-4447

**QUOTE NO: CQ10067**

To: B5631392 Batesville Civic Center 290 Civic Center Drive Batesville, MS 38606	Site: B5631392 Batesville Civic Center 290 Civic Center Drive Batesville, MS 38606
QUOTE DATE 9/11/2025	VALID THRU 10/10/2025

PAGE 1

Jonathan Wilkes

Subject: Repair work requested.

**Chiller 1**

- Remove and dispose of failed motor and blade
- Furnish and install new OEM condenser motor and fan blade
- Start chiller and verify operation

**Chiller 4**

- Remove and dispose of failed controller
- Furnish and install new OEM factory programmed CH530 controller
- Verify settings and operation

**RTU 4**

- Remove and dispose of failed motor sheave
- Furnish and install new OEM motor sheave
- Verify fan operation

**Exclusion:**

- No overtime. All work to be performed during normal business hours, Monday through Friday, 7:00am – 3:30pm.

*Kevin A. Powers*  
Kevin A. Powers, Manager

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Chiller 1 CFM and Blade replacement	2,370.00	2,370.00
	1	Chiller 4 CH530 replacement	3,260.00	3,260.00
	1	RTU 4 motor sheave replacement	673.00	673.00

TRI-STAR COMPANIES, INC.



P.O. BOX 658 • 910 KEATING ROAD  
BATESVILLE, MS 38606  
662-578-4440 FAX 662-578-4447

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QUOTE DATE 9/11/2025	VALID THRU 10/10/2025

PAGE 2

TOTAL AMOUNT 6,303.00

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

OCTOBER 7, 2025

**IN RE: PREPARE SPECIFICATIONS- FLOOR REPLACEMENT IN THE DOWNSTAIRS AREA**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that Civic Center Facilities Manager Jonathan Wilkes be & he is hereby authorized to prepare specifications for floor replacement in the downstairs area.

**IN RE: APPROVAL OF SPECIFICATIONS COMPRESSOR REPLACEMENT ON THE SOUTHWEST CHILLER**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the following specifications for compressor replacement on the southwest chiller, be and they are hereby approved, and further ordered that Civic Center Facilities Manager Jonathan Wilkes be and he is hereby authorized to obtain quotes for said compressor replacement on the southwest chiller.

**Compressor Specs for South West Chiller****Secure safe work area**

- Recover and dispose of refrigerant per EPA guidelines
- Remove and dispose of shorted compressor on circuit 1
- Furnish and install OEM compressor replacement
- Furnish and install new Drier cores
- Recover refrigerant from circuit 2
- Repair leak on oil line on circuit 2
- Pressure test and evacuate system
- Install new R-134A on both circuits
- Start compressor and verify operation
- Clean up workspace

No overtime. All work to be performed during normal business hours, Monday through Friday,

**MINUTE BOOK NO. J-3 – CITY OF BATESVILLE, MISSISSIPPI****OCTOBER 7, 2025****IN RE: APPROVAL OF PERMIT APPLICATION – AT&T**

Upon recommendation of Public Works Director Newt Benson and on motion made by Alderman Harrison, second by Alderman Flowers and unanimously carried upon a vote being taken there, it was ordered that the permit application from AT&T for the construction or adjustment of a utility within City road right-of-way, at Miller St., James St., Gay St., Park St., Watt St., Georgia St., Acorn Ln., Bates St., Short St., and Oak Ridge Ln., be and it is hereby approved, subject to the City's right to exercise complete control of said right-of-way and streets including, but not limited to, the City's right to repair, maintain, widen, extend and abandon or close such streets and right-of-way and on the condition that AT&T shall be responsible for and shall pay the costs and expenses of any relocation of this utility made necessary by the City's exercise of any such rights.

FORM-SA ROW-U2  
(Rev. 11-27-2018)

PERMIT APPLICATION FOR USE AND OCCUPANCY  
AGREEMENT FOR THE CONSTRUCTION OR ADJUSTMENT OF  
A UTILITY WITHIN CITY ROAD RIGHT-OF-WAY

PROJECT NO A058XBY CITY BATESVILLE  
 UTILITY NAME BELLSOUTH TELECOMMUNICATIONS LLC D/B/A MISSISSIPPI (AT&T MISSISSIPPI)  
 BY CURT MAYS, SR SPECIALIST- OSP DESIGN ENGINEER  
 (Name & Company Title)  
 ADDRESS 58 ILENE SAUNDERS RD, COLDWATER, MS 38618 herein called APPLICANT,  
 proposes to construct BURIED TELECOMMUNICATION LINES  
 (Type of Facility)  
 along or across \_\_\_\_\_ Road, said facility to be  
 (Name of Road)  
 installed between Station No., \_\_\_\_\_ and Station No., \_\_\_\_\_ and within the road  
 right-of-way, and hereby makes application to the City for the construction permit. Attached hereto are  
 drawings or plans for the construction, which will not be changed or altered without approval of the Board  
 of Aldermen, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public roads and streets within the State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. No. SA II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the project.

The Applicant shall be responsible for future maintenance and repair of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road widening, construction or maintenance, road repairs or abandoned or street closure, and the cost of such adjustments or relocation shall be the responsibility of the Applicant. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic.

**MINUTE BOOK NO. J-3 – CITY OF BATESVILLE, MISSISSIPPI****OCTOBER 7, 2025**

FORM-SA ROW-U2  
(Rev. 11-13-2018)

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

**SEE PERMIT DRAWINGS**

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the City, unless the variance from the Policy has been approved by the granting of the Permit Pursuant to this Application..

**BATESVILLE**

CITY agrees to the following stipulations:

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the City road and Utility Facility.
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
- (3) If the City/LSBP Engineer or other authorized representative of the Board of Aldermen approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation; if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Aldermen and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation.
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105.06 and Section S-107.18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition).
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the City any right protected thereby, it shall be deemed amended to conform to said Laws.

Page 2 of 3

FORM-SA ROW-U2  
(Rev. 11-13-2018)

WITNESS THE SIGNATURE OF THE APPLICANT this the 12TH day of  
September, 2025.

By: \_\_\_\_\_  
Title: SR SPECIALIST- OSP DESIGN ENGINEER

AGREED TO AND APPROVED BY ORDER OF THE MAYOR AND THE BOARD OF  
ALDERMEN OF THE CITY OF BATESVILLE this the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
City of Batesville / Director of Public Works

**MINUTE BOOK NO. J-3 – CITY OF BATESVILLE, MISSISSIPPI****OCTOBER 7, 2025****IN RE: APPROVAL OF EMERGENCY REPAIR – REPAIRS OF THE BATESVILLE PUBLIC LIBRARY HVAC SYSTEMS**

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

**RESOLUTION APPROVING AND RATIFYING THE EMERGENCY REPAIRS OF THE BATESVILLE PUBLIC LIBRARY HVAC SYSTEMS AND FURTHER AUTHORIZING PAYMENT THEREFOR**

WHEREAS Public Works Director Newt Benson, 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, repairs of the Batesville Public Library HVAC Systems, for a total of \$37,996.00 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 HVAC systems were in a state of disrepair and immediate preservation of order and public health was necessary by reason of unforeseen emergency and the immediate restoration of a condition of usefulness of a public building is necessary and that said circumstances constituted an emergency under Sections 31-7-1(f) and -13(k) of the Mississippi Code of 1972, as amended:

NOW, THEREFORE, BE IT RESOLVED that:

1. The matters set out by the Certificate of Emergency Purchase or Repair are true and correct that:

2. The Mayor and Board of Aldermen do hereby find and determine that an emergency did in fact exist in regard to the repairs of the HVAC systems 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.

3. The Mayor and Board of Aldermen do hereby ratify, confirm and approve the emergency repairs of the HVAC systems by Tri-Star Companies, Inc for the sum of \$37,996.00.

4. The Mayor and Board of Aldermen of the City of Batesville, Mississippi, do hereby approve and authorize the payment of the sum of \$37,996.00 to Tri-Star Companies, Inc. in connection with the aforesaid emergency repairs of the Batesville Public Library, HVAC systems.

RESOLVED, this the 7th day of October, 2025.

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

OCTOBER 7, 2025

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 5th day of August, 2025, 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:

Emergency repairs to the HVAC system @ the Batesville Public Library on Hwy 51 N- Batesville, MS 38601a

Tri-Star Companies, Inc.

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

<u>CU#4 - Compressor replaced + TXV's replaced.</u>	<u>\$2,687.00</u>	<u>- TC24246</u>
<u>Unit 1B + 2B - Replaced leak &amp; recharged system</u>	<u>\$1,794.00</u>	<u>- TC23821</u>
<u>Unit 3 - Replaced defective motor &amp; wheel</u>	<u>\$1,290.00</u>	<u>- TC24314</u>
<u>CU 2B &amp; CU 4 - Replaced condenser contactors</u>	<u>\$224.00</u>	<u>- TC24322</u>
<u>Replaced 8 ton split unit - Rebuilt both units</u>	<u>\$23,200.00</u>	<u>- TC24237</u>
<u>Unit 5 - Replaced compressor, contactor, &amp; drier</u>	<u>\$1,801.00</u>	<u>- TC24352</u>
	<u><b>Total</b></u>	<u><b>\$37,990.00</b></u>

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 library had to shut down/close several days due to extreme heat & the HVAC system not functioning. It was deemed an emergency repair & to have the complete HVAC system repaired & working properly so the library could reopen.

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: 10/2/25

R. Newton Benson  
SIGNATURE

R. Newton Benson  
(PRINT NAME OF THE PERSON SIGNING)

POSITION: Public Works Director

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

OCTOBER 7, 2025

Tri-Star Companies, Inc.  
P.O. Drawer 1549  
Batesville, MS 38606  
(662) 578-4440

INVOICE

TC24246

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

ACCOUNT NO.	PONUMBER	Job #	TERMS	INVOICE DATE	PAGE
C5634567	4862	TC24246	Net 30	8/26/2025	1

Attn: Shonnah Weaver  
CCQ9935  
Site: Library  
Type: Repair  
Equipment: CU #4

This is an invoice for replacing TXV's.

Tri Star recently replaced the compressor on this unit. Once we started this system up we found the issue that caused the compressor failure. TXV's were bad and causing flood back of liquid to compressor.

Scope of Work Performed:

1. Shut down system.
2. Recovered refrigerant.
3. Demoed TXV's.
4. Provided and installed (2) TXV's.
5. Provided pressure test.
6. Provide vacuum.
7. Provided start up.

Warranty: none

Exclusions were: Any other repairs/installations, Permits, Bond, Painting of any kind, latent existing conditions that may impede project completion.

  
Chad G. Blair, ASM/CSM

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Quoted Price:	2,687.00	2,687.00
				<b>TOTAL AMOUNT</b> 2,687.00

Tri-Star Companies, Inc.  
P.O. Drawer 1549  
Batesville, MS 38606  
(662) 578-4440

INVOICE

TC23821

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

ACCOUNT NO.	PONUMBER	Job #	TERMS	INVOICE DATE	PAGE
C5634567		TC23821	Net 30	8/27/2025	2

unit up; everything appears to be operating properly at this time.

Future Action Needed: need to quote compressors for 1-A and 1-B, these 2 units serve East Library. Waiting on office to fill necessary paperwork out so supply house can send me a quote.

Warranty: none

Exclusions were: Any other repairs/installations, Permits, Bond, Painting of any kind, latent existing conditions that may impede project completion.

\*NOTE: Quote CQ9812 was generated and approved; repairs were performed on TC24025.

  
Chad G. Blair, ASM/CSM

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Quoted Price: CU 1B	897.00	897.00
	1	Quoted Price: CU2B	897.00	897.00

**TOTAL AMOUNT** 1,794.00

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

OCTOBER 7, 2025

Tri-Star Companies, Inc.  
 P.O. Drawer 1549  
 Batesville, MS 38606  
 (662) 578-4440

INVOICE

INVOICE NO  
TC24316

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

ACCOUNT NO	TO NUMBER	Job No	ITEMS	INVOICE DATE	PAGE
CS634567	4991	TC24316	Net 30	9/4/2025	1

Attn: Shonnah Weaver  
 CQ9995  
 Site: Library  
 Type: Repair  
 Equipment: Unit 3 South Side Furnace

This is an invoice for replacing the defective motor and wheel.

Scope of Work Performed:

1. Shut down unit and locked out.
2. Demoed motor and wheel.
3. Provided and installed new motor and wheel.
4. Provided start up.

Warranty: none

Exclusions were: Any other repairs/installations, Permits, Bond, Painting of any kind, latent existing conditions that may impede project completion.

  
 Chad G. Blair, ASM/CSM

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	ESTIMATED
	1	Quoted Price:	1,290.00	1,290.00

TOTAL AMOUNT 1,290.00

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

OCTOBER 7, 2025

Tri-Star Companies, Inc.  
P.O. Drawer 1549  
Batesville, MS 38606  
(662) 578-4440

INVOICE

INVOICE NO  
TC24322

CUST: City of Batesville  
P.O. Box 689  
Batesville, MS 38606

SITE: BATESVILLE LIBRARY  
206 HIGHWAY 51 N  
BATESVILLE, MS 38606

ACCOUNT NO	INVOICE DATE	TERMS	DUCE DATE	CUST TO	JOB #	PAGE
C5634567	9/7/2025	Net 30	10/7/2025	5155	TC24322	1

ORDER: TC24322

DESCRIPTION: Replace contactors (found bad during PM)

RESOLUTION: Tech Name: David Bledsoe  
Date: 8/21/25  
Time In: 3:00pm  
Time Out: 4:00pm  
Unit Location:  
Unit ID: Cu 2B and Cu 4  
Make: York and Trane

Description of work:  
Changed out condenser contactors I found bad during PM.

Future Action Needed:

1. All panels secure? Yes
2. All disconnects and/or breakers on? Yes
3. Is the unit operational? Yes
  - 3A. If not give reason why:
4. Did you perform any work on gas train or piping? No
5. Are all fittings tight and leak free? Yes
6. Are systems functional and safe? Yes
7. If NO to line 3 Why?
8. Are Construction crews required? No

*Chad Blair*  
Chad Blair, ASM/CSM

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
REG TECH LABOR	1	Service Tech Regular Labor	95.00	95.00*
	1	3P 32A 24V contactor	61.02	61.02*
	1	1P 30A 24V contactor	38.58	38.58*
MISC MATERIALS	1	Miscellaneous Materials	30.00	30.00*

Due to an increase in fuel cost, we have included a fuel surcharge.



[www.tristarco.us](http://www.tristarco.us)  
"Service Excellence Since 1974"



Tri-Star Companies, Inc.  
P.O. Drawer 1549  
Batesville, MS 38606  
(662) 578-4440

INVOICE

INVOICE NO  
TC24322

CUST: City of Batesville  
P.O. Box 689  
Batesville, MS 38606

SITE: BATESVILLE LIBRARY  
206 HIGHWAY 51 N  
BATESVILLE, MS 38606

ACCOUNT NO	INVOICE NO	TERMS	DUCE DATE	CUST TO	JOB #	PAGE
C5634567	9/7/2025	Net 30	10/7/2025		TC24322	2

\* means item is non-taxable

TOTAL AMOUNT 224.60

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

OCTOBER 7, 2025

Tri-Star Companies, Inc.  
 P.O. Drawer 1549  
 Batesville, MS 38606  
 (662) 578-4440

INVOICE

INVOICE NO  
TC24237

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

ACCOUNT NO	PO NUMBER	Job#	TERMS	INVOICE DATE	PAGE
C5634567	4861	TC24237	Net 30	9/3/2025	1

Shannah Weaver  
 CQ9729  
 Site: Batesville Library

Subject: East Side 8 ton Split System

This split system consisted of 2 furnaces, 2 coils and 2 condensers that were over 20 years old; due to age and issues, we are recommended replacement.

System had a bad compressor on 1 B circuit and leaking coil on 1 A circuit.

Tri Star recommended replacing system with new equipment that consists of 2 furnaces, 2 coils and 2 condensers, the new units are Carrier Brand Day and Night model units.

This was turnkey project that consisted of demo and reconnecting of gas, electrical, vents, controls, ductwork, drains, and refrigerant piping.

Project has a 1 year warranty with 5 year on compressor parts.

  
 Kevin A. Powers, Manager

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	8 ton split system replacement each	23,200.00	23,200.00

TOTAL AMOUNT 23,200.00

Tri-Star Companies, Inc.  
 P.O. Drawer 1549  
 Batesville, MS 38606  
 (662) 578-4440

INVOICE

TC24352

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

ACCOUNT NO	PO NUMBER	Job#	TERMS	INVOICE DATE	PAGE
C5634567	5061	TC24352	Net 30	9/11/2025	1

Attn: Shannah Weaver  
 CQ9996  
 Site: Batesville Library  
 Type: Repair  
 Equipment: Unit #5 South Side (serves east lobby).

This is an invoice for replacing the defective compressor, contactor and drier.

Scope of Work Performed:

1. Shut down and locked out.
2. Recovered charge.
3. Demoed compressor, drier, and contactor.
4. Provided and installed compressor, drier, and contactor.
5. Provided pressure test.
6. Provided vacuum.
7. Provided virgin refrigerant.
8. Provided start up.

Warranty: 1 year compressor

Exclusions were: Any other repairs/installations, Permits, Bond, Painting of any kind, latent existing conditions that may impede project completion.

  
 Chad G. Blair, ASM/CSM

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
—	1	Labor Pricing:	1,996.00	1,996.00
—	1	Compressor Pricing:	6,210.00	6,210.00
—	1	Materials Pricing:	475.00	475.00
—	1	Truck and tool:	120.00	120.00

TOTAL AMOUNT

8,801.00



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

OCTOBER 7, 2025

Tri-Star Companies, Inc.  
 P.O. Drawer 1549  
 Batesville, MS 38606  
 (662) 578-4440

INVOICE

INVOICE NO  
TC23821

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

ACCOUNT NO.	TO NUMBER	Job No.	TERMS	INVOICE DATE	PAGE
CS634567	5154	TC23821	Net 30	8/27/2025	1

Attn: Shannah Walker  
 CQ9113  
 Site: Library  
 Type: Repair/Troubleshoot  
 Equipment: Unit 1B and Unit 2B

This is an invoice for troubleshooting units for no refrigerant charge.

Scope of Work Performed:

1. Shut down systems and locked out.
2. Provided pressure tests.
3. Provided leak searches.
4. Recommending by quote further action to repair or replace system.

Results are as follows:

Tech Name: John Ellis  
 Date: 6/5/25  
 Time In: 6:30  
 Time Out: 3:30  
 Unit Location: right back corner  
 Unit ID: 1-B and 2-B  
 Make: York , York  
 M/N: H2RE048S06A, H2RE048S06A  
 S/N: WBLM012614  
 Volt/PH: 208/230/1PH , 208/230/1PH

Description of work:

Went to unit, pulled panels and cfm off unit, charged system with nitrogen; found leak at compressor. I blew the charge, took torch and repaired leak; recharged system with nitrogen. The charge held for 30 minutes, started vacuum and brought vacuum down to 500 microns. I precharged system with 422B refrigerant, started unit up; compressor kicked in and right back out. Checked run capacitor, it's good and checked start capacitor; it's bad. I traveled to supply house, picked up new parts, and returned to job site. I installed new parts, compressor still doing the same thing, installed a hard start and checked lock rotor amps, compressor is locked up; will quote new compressor.

Unit 2-B:

Went to this unit, charged system with nitrogen and found leak. I repaired leak, recharged system with nitrogen; found no leaks. I pulled vacuum down to 500 microns, charged system with 21 lbs of 422B refrigerant, started

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

OCTOBER 7, 2025

**IN RE: TAYLOR POWER SYSTEMS**

Upon motion of Alderman McCloud and second of Alderman Flowers and upon unanimous vote taken, it is hereby ordered that the City of Batesville's service agreement with Taylor Power Systems, which was approved and entered into by a previous Mayor and Board of Aldermen shall be and it is hereby cancelled effective immediately.

**IN RE: APPROVAL OF SERVICE AGREEMENT – NIXON POWER SERVICES**

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered that the service agreement with Nixon Power Services, along with the City's Standard Contract Addendum thereto, be and it is hereby approved, and further ordered that Public Works Director Newt Benson 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 a part thereof:

PREVENTATIVE MAINTENANCE			
<b>Quote To:</b> <b>Newt Benson</b> <b>Email:</b> publicworksad@batesville.ms <b>Phone Number:</b> 662-563-4576	<b>From:</b> Grant McDonneal 601-754-1111 gmcdonneal@nixonpower.com	<b>Date:</b> 9/29/2025 6:58 PM	
	<b>Name:</b> City of Batesville <b>Quote Number:</b> GM080625C		
ITEM DESCRIPTION	PROPOSED START DATE	SCOPE OF SERVICE	PRICING
<b>Generator: Walmart Well</b> Kohler 180ROZJ, 180kW Serial #: 069582 Qty: 1 100 House Carlson Drive Batesville, MS 38605	11/1/2025	Semi-Annual Service \$ per Minor(3): \$239.00-Dec.25,26,27 \$ per Major(2): \$725.00-Jun.26 & 27 Two Hour Load Bank Test: \$729.00 -Jun. 28 Tri-Annual Service: \$: \$1,779.00 -Jun. 28	
<b>Generator: Hwy 51 Well</b> Taylor Power TD200, 200kW Serial #: TP 22334 Qty: 1 717 Hwy 51 South Batesville, MS 38606	11/1/2025	Semi-Annual Service \$ per Minor(3): \$225.00-Dec.25,26,27 \$ per Major(2): \$640.00-Jun.26 & 27 Two Hour Load Bank Test: \$742.00 -Jun. 28 Tri-Annual Service: \$: \$1,839.00-Jun. 28	
<b>Generator: MLK Generator</b> Generac 95A04149-S, 50kW Serial #: 2022990 Qty: 1 162 MLK Batesville Batesville, MS 38606	11/1/2025	Semi-Annual Service \$ per Minor(3): \$225.00-Dec.25,26,27 \$ per Major(2): \$640.00-Jun.26 & 27 Two Hour Load Bank Test: \$605.00 -Jun. 28 Tri-Annual Service: \$: \$1,525.00-Jun. 28	
<b>Generator: Whiskey Shoot Well</b> Generac 95A04149-S, 50kW Serial #: 2022991 Qty: 1 100 Railroad Street Batesville, MS 38606	11/1/2025	Semi-Annual Service \$ per Minor(3): \$225.00-Dec.25,26,27 \$ per Major(2): \$640.00-Jun.26 & 27 Two Hour Load Bank Test: \$605.00 -Jun. 28 Tri-Annual Service: \$: \$1,525.00-Jun. 28	

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

OCTOBER 7, 2025

**Generator: Old Fire Station #1**

**Generac**  
97A06191-S, 50kW  
Serial #: 2038091  
Qty: 1

103 College Street  
Batesville, MS 38606

11/1/2025

**Semi-Annual Service**  
\$ per Minor(3): \$225.00-Dec.25,26,27  
\$ per Major(2): \$640.00-Jun.26 & 27  
Two Hour Load Bank Test: \$605.00-Jun. 28  
Tri-Annual Service: \$: \$1,525.00-Jun. 28

**Generator: Fire Station #2**

**Taylor Power**  
TD60, 60kW  
Serial #: TP 35533  
Qty: 1

102 Woodland Road  
Batesville, MS 38606

11/1/2025

**Semi-Annual Service**  
\$ per Minor(3): \$225.00-Dec.25,26,27  
\$ per Major(2): \$651.00-Jun.26 & 27  
Two Hour Load Bank Test: \$615.00-Jun. 28  
Tri-Annual Service: \$: \$1,532.00-Jun. 28

**Generator: Fire Station 3**

**Kohler**  
100ROZJ71, 100kW  
Serial #: 297836  
Qty: 1

320 Nosef Drive  
Batesville, MS 38606

11/1/2025

**Semi-Annual Service**  
\$ per Minor(3): \$225.00-Dec.25,26,27  
\$ per Major(2): \$705.00-Jun.26 & 27  
Two Hour Load Bank Test: \$615.00-Jun. 28  
Tri-Annual Service: \$: \$1,560.00-Jun. 28

**Generator: City Hall**

**Generac**  
11493450100, 125kW  
Serial #: 2104380  
Qty: 1

103 College Street  
Batesville, MS 38606

11/1/2025

**Semi-Annual Service**  
\$ per Minor(3): \$225.00-Dec. 25, 26, 27  
\$ per Major(2): \$715.00-Jun.26 & 27  
Two Hour Load Bank Test: \$662.00-Jun. 28  
Tri-Annual Service: \$: \$1,671.00-Jun. 28

**Generator: Police Station**

**Kohler**  
60REOZJ01, 60kW  
Serial #: 361786  
Qty: 1

106 College Street  
Batesville, MS 38606

11/1/2025

**Semi-Annual Service**  
\$ per Minor(3): \$225.00-Dec. 25, 26, 27  
\$ per Major(2): \$651.00-Jun.26 & 27  
Two Hour Load Bank Test: \$615.00-Jun. 28  
Tri-Annual Service: \$: \$1,532.00-Jun. 28

**Generator: Civic Center**

**Kohler**  
150REOZJB, 150kW  
Serial #: 0761634  
Qty: 1

290 Civic Center Drive  
Batesville, MS 38606

11/1/2025

**Semi-Annual Service**  
\$ per Minor(3): \$225.00-Dec. 25, 26, 27  
\$ per Major(2): \$725.00-Jun.26 & 27  
Two Hour Load Bank Test: \$705.00 -Jun. 28  
Tri-Annual Service: \$: \$1,705.00 -Jun. 28

**Generator: WWTP**

**Kohler**  
500REOZD-4, 500kW  
Serial #: 0676416  
Qty: 1

341 Panola Ave  
Batesville, MS 38606

11/1/2025

**Semi-Annual Service**  
\$ per Minor(3): \$390.00-Dec.25,26,27  
\$ per Major(2): \$1,069.00-Jun.26 & 27  
Two Hour Load Bank Test: \$1,045.00 -Jun. 28  
Tri-Annual Service: \$: \$2,762.00 -Jun. 28

**Generator: High School Well**

**Taylor Power**  
TD175, 175kW  
Serial #: TP 29852  
Qty: 1

507 Tiger Drive  
Batesville, MS 38606

11/1/2025

**Semi-Annual Service**  
\$ per Minor(3): \$239.00-Dec.25,26,27  
\$ per Major(2): \$765.00-Jun.26 & 27  
Two Hour Load Bank Test: \$729.00 -Jun. 28  
Tri-Annual Service: \$: \$1,769.00-Jun. 28

**Generator: New Fire Station**

**Taylor Power**  
TD175, 175kW  
Serial #: TPS153168  
Qty: 1

132 Van Voris Street  
Batesville, MS 38606

11/1/2025

**Semi-Annual Service**  
\$ per Minor(3): \$239.00-Dec.25,26,27  
\$ per Major(2): \$769.00-Jun.26 & 27  
Two Hour Load Bank Test: \$725.00 -Jun. 28  
Tri-Annual Service: \$: \$1,765.00 -Jun. 28

**Generator: Public Works Shop**

**Taylor Power**  
TD100, 100kW  
Serial #: TPS364403  
Qty: 1

133 Van Voris Street  
Batesville, MS 38606

11/1/2025

**Semi-Annual Service**  
\$ per Minor(3): \$225.00-Dec.25,26,27  
\$ per Major(2): \$711.00-Jun.26 & 27  
Two Hour Load Bank Test: \$620.00 -Jun. 28  
Tri-Annual Service: \$: \$1,560.00 -Jun. 28

Years of PM: 3

TOTAL AGREEMENT PRICE: \$64,540.00

**SIGNATURES:**

Quote is valid for 30 days.

Accepted By (Print Name)

Accepted By (Signature)

PO Number

**TERMS & CONDITIONS:**

"This a greement is billed annually or at time of service from the date of acceptance and renewed automatically if not cancelled by either party. A 30-day written notice is required before scheduled service or anniversary date of the agreement to cancel. Annual reminders will be sent with the potential cost of living increases not to exceed 10%. All prices quoted are for services listed."

Price does not include applicable sales tax.

Our service department is on call 24-hours a day, 365 days per year. Please call (800) 766-4966. Additional or emergency services will be quoted on a time and material basis at your preferred customer rate. By signing below, you agree to the attached Standard Terms and Conditions.

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

OCTOBER 7, 2025

**STANDARD CONTRACT ADDENDUM**

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

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

CITY OF BATESVILLE, MISSISSIPPI

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

NIXON POWER SERVICES

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name and Title)

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

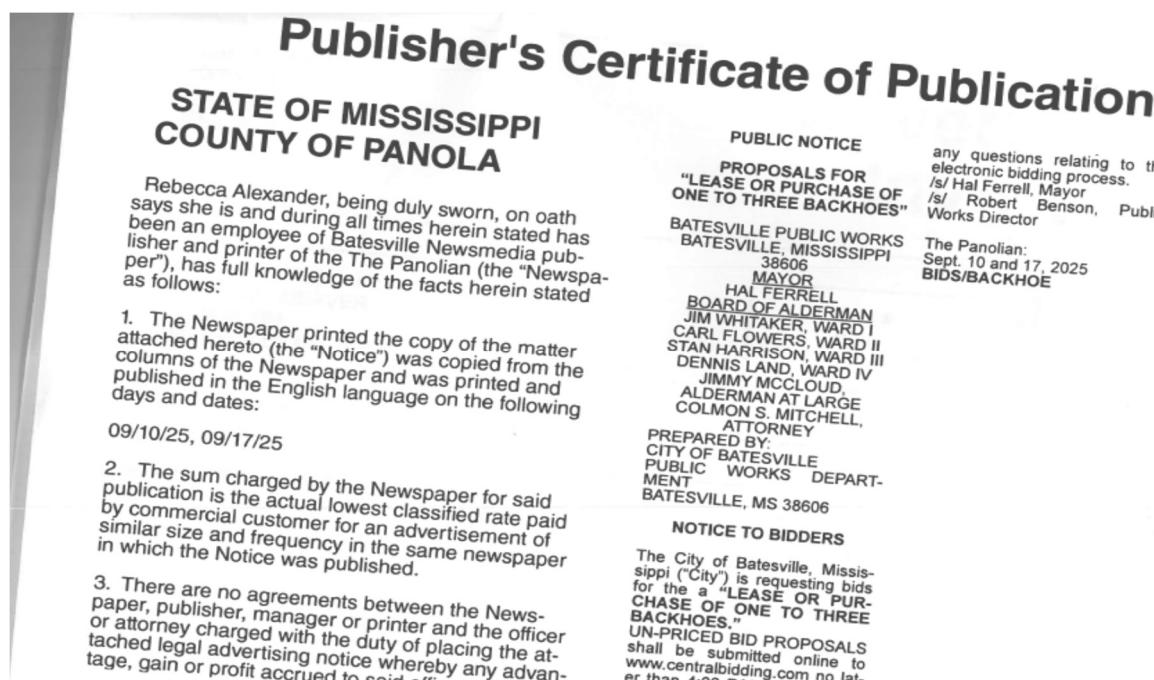
OCTOBER 7, 2025

IN RE: **BIDS RECEIVED THROUGH REVERSE AUCTION – BACKHOE LEASE**

This day the Mayor and Board of Aldermen received bids through reverse auction for backhoe lease, pursuant to advertisement made in the manner and for the time provided by law as evidenced by a copy of the Proof of Publication attached hereto directed by order of the Mayor and Board of Aldermen adopted on the 19<sup>th</sup> day of August 2025, of record in Minute Book I-3 at page(s) 723 of said Board. Public Works Director Newt Benson, having read said bids, found that the following bids were received:

**STIRBLING EQUIPMENT, LLC**      **\$3,209.10**

Having heard all bids received, upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered that the reverse auction bid from Stribling Equipment, LLC in the amount of \$3,209.10, for backhoe lease, be and it is hereby accepted as the lowest and best bid.



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

Account # 180200  
Ad # 2041938

CITY OF BATESVILLE  
PO BOX 689  
BATESVILLE MS 38606

**PUBLIC NOTICE**  
**PROPOSALS FOR  
"LEASE OR PURCHASE OF  
ONE TO THREE BACKHOES"**

BATESVILLE PUBLIC WORKS  
BATESVILLE, MISSISSIPPI  
38606  
**MAYOR**  
HAL FERRELL  
**BOARD OF ALDERMAN**  
JIM WHITAKER, WARD I  
CARL FLOWERS, WARD II  
STAN HARRISON, WARD III  
DENNIS LAND, WARD IV  
JIMMY MCLOUD,  
ALDERMAN AT LARGE  
COLMON S. MITCHELL,  
**ATTORNEY**  
PREPARED BY:  
CITY OF BATESVILLE  
PUBLIC WORKS DEPART-  
MENT  
BATESVILLE, MS 38606

**NOTICE TO BIDDERS**  
The City of Batesville, Mississippi ("City") is requesting bids for the a "LEASE OR PURCHASE OF ONE TO THREE BACKHOES." UN-PRICED BID PROPOSALS shall be submitted online to [www.centralbidding.com](http://www.centralbidding.com) no later than 4:00 P.M. Wednesday, September 24, 2025. Vendors submitting approved proposals will be invited to submit pricing during a live auction on Wednesday, October 01, 2025, on [www.centralbidding.com](http://www.centralbidding.com). All bids received will be evaluated for compliance with the bid requirements and specifications. Award will be made based on the lowest and best, meeting CITY OF BATESVILLE'S specifications and bid requirements. **Rejection of Proposal.** Proposals may be rejected in the case of any omission, alteration of forms, additions or conditions not called for, unauthorized alternate bids, incomplete bids or irregularities of any kind. **Acceptance and/or rejection of Bids.** The City will consider factors such as delivery time, past performance of the bidder in doing business with the City. The City reserves the right to reject any and all bids and to waive minor irregularities and technicalities, which do not detract from the best interests of the City. **General Information:** Bidder shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. Bidders shall inform themselves with all pertinent city regulations. Please contact Central Bidding at 225-810-4814 if you have

any questions relating to the electronic bidding process.  
/s/ Hal Ferrell, Mayor  
/s/ Robert Benson, Public Works Director

The Panolian:  
Sept. 10 and 17, 2025  
**BIDS/BACKHOE**

**MINUTE BOOK NO. J-3 – CITY OF BATESVILLE, MISSISSIPPI****OCTOBER 7, 2025****IN RE: APPROVAL OF FIRE HYDRANT METER POLICY**

Upon motion of Alderman Flowers and second of Alderman Whitaker and upon unanimous vote taken, the following policy be and it is hereby adopted:

**City of Batesville Fire Hydrant Meter Policy****Purpose**

To regulate the use, monitoring, and billing of fire hydrant meters equipped with cellular readers and Air Tags, ensuring accountability, accurate usage tracking, and proper maintenance.

**Scope**

This policy applies to all individuals, contractors, or entities renting fire hydrant meters from the City of Batesville.

**1. Meter Equipment**

- All fire hydrant meters issued by the City will be equipped with:
  - **Cellular readers** for remote monthly usage tracking.
  - **Air Tags** for location monitoring and loss prevention.

**2. Deposit and Rental Terms**

- A **deposit of \$2,050.00** is required prior to issuance of any fire hydrant meter.
- The deposit is refundable upon return of the meter in good working condition, subject to inspection.
- The renter is responsible for any damage, loss, or tampering with the meter or its accessories.

**3. Monthly Readings and Billing**

- Usage will be read remotely **once per month** via the cellular reader.
- The renter will be charged a minimum bill of \$25.00 each month.
- A **monthly bill** will be generated and sent to the renter based on recorded usage.
- Payment is due on the 25<sup>th</sup> day of each month. Late payments may incur penalties or result in meter retrieval.

**4. Inspection Requirements**

- Meters must be **returned to the City every six (6) months** for inspection and maintenance.
- Failure to comply may result in forfeiture of deposit, suspension of rental privileges, or additional fees.

**5. Loss, Theft, or Damage**

- Renters must notify the City immediately if a meter is lost, stolen, or damaged.
- The City reserves the right to charge the renter for replacement costs or repairs.

**6. Termination of Rental**

- The City may terminate the rental agreement at any time for non-compliance, misuse, or failure to pay.
- Upon termination, the meter must be returned within five (5) business days.

**7. Contact Information**

For questions, billing, or inspection scheduling, contact:

**City of Batesville, City Hall**

Phone: 662-563-4576

Email: [payroll@batesville.ms](mailto:payroll@batesville.ms)

Address: 103 College St. Batesville, MS 38606

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

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OCTOBER 7, 2025

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**IN RE: SPEED BUMP**

Upon motion of Alderman Flowers and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Public Works Director Newt Benson place a speed bump at Autumn Ave.

\*Alderman Harrison recused himself from the meeting.

**IN RE: ALLOW CLAIMS**

On motion made by Alderman McCloud, second by Alderman Flowers and unanimously carried upon a vote being taken there, it was ordered by the Mayor and Board of Aldermen of the City of Batesville, Mississippi that claims numbered 55060-55670 (includes the Co-Op) be and the same are hereby approved and allowed and shall be paid by Warrant drawn on the fund indicated.

\*Alderman Harrison returned to the meeting.

**IN OPEN SESSION**

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

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

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OCTOBER 7, 2025

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**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, Whitaker, McCloud, and Flowers; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; City Clerk Shonnah Weaver and Administrative Assistant Sulli Bolen.

On motion made by Alderman McCloud, seconded by Alderman Harrison, and unanimously carried upon the affirmative votes of Aldermen Land, Flowers, Whitaker, McCloud, and Harrison it was ordered that the Mayor and Board of Aldermen go into executive session in order to discuss personnel matters, potential new business in the city, potential land purchase, and potential litigation.

**IN OPEN MEETING**

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for the purpose of discussing personnel matters, potential new business in the city, potential land purchase, and potential litigation 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, Whitaker, Flowers, and McCloud; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; City Clerk Shonnah Weaver and Administrative Assistant Sulli Bolen.

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

OCTOBER 7, 2025

**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, Whitaker, Flowers, Land and McCloud; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; City Clerk Shonnah Weaver and Administrative Assistant Sulli Bolen.

There came on for discussion of personnel matter. (Michael Jones of Sozo Architecture, Public Works Director Newt Benson, Assistant Public Works Director Gary Snider, and Captain Robert Ales were present for this conversation.)

There came on for discussion of personnel matter. (Public Works Director Newt Benson and Assistant Public Works Director Gary Snider were present for this conversation.)

There came on for discussion of personnel matter. (Public Works Director Newt Benson and Assistant Public Works Director Gary Snider were present for this conversation.)

There came on for discussion of potential new business to the city.

There came on for discussion of personnel. (Assistant City Clerk Cindy Roper was present for this conversation.)

There came on for discussion of potential litigation.

**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, Flowers, Whitaker, and McCloud; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; City Clerk Shonnah Weaver and Administrative Assistant Sulli Bolen.

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

OCTOBER 7, 2025

**IN RE: BATESVILLE DOG POUND**

Upon motion of Alderman McCloud and second of Alderman Harrison and upon unanimous vote taken, the City of Batesville's architect Michael Jones was directed to meet with Benji Caine and Captain Robert Ales to discuss his improvement plans.

**IN RE: APPROVAL FOR WATER ADJUSTMENT – RICE PLANTING/JOEL RICE**

Upon motion of Alderman Harrison and second of Alderman McCloud and upon unanimous vote taken, it was ordered that the amount owed by Rice Planting/Joel Rice for his utility bill be decreased in the amount of \$1,747.69, due to a water leak. The utility bills were unreasonably increased due to leakage, and the customer did not receive the benefit of the water service that it was charged for.

**IN RE: SEWER ONLY CUSTOMERS**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the sewer only customers as discussed did not fulfill their obligations regarding payment and their sewer will be disconnected on October 15, 2025.

**IN RE: CELL TOWER**

By unanimous consent the Mayor and Board of Aldermen established \$2,000.00 per month rent for the rental rate during the initial term of the draft of lease being reviewed.

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

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OCTOBER 7, 2025

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**IN RE: SAYLE LUBE, LLC**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it is ordered that The Mayor and Board of Aldermen find that Sayle Lube, LLC, has commenced development of the real property as required in the deed executed and delivered by the City of Batesville on December 18, 2023, conveying the real property to Sayle Lube, LLC, and therefore the Mayor and Board of Aldermen determine that the City of Batesville's right to repurchase the real property as stated in the deed is no longer in effect or enforceable.

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 10:00 o'clock a.m., September 9, 2025, 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. J-3 – CITY OF BATESVILLE, MISSISSIPPI**

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OCTOBER 7, 2025

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**NOTICE OF PLACE, DATE, HOUR AND SUBJECT MATTER**

**OF AN ADJOURNED MEETING OF THE MAYOR AND**

**BOARD OF ALDERMEN OF THE CITY OF BATESVILLE, MISSISSIPPI**

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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

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Date: September 9, 2025

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Hour: 10:00 a.m.

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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.