

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

OCTOBER 21, 2025

REGULAR MEETING**OCTOBER 21, 2025**

Be It Remembered that a Regular Meeting of the Mayor and Board of Aldermen of the City of Batesville was held on the third Tuesday of October, being the 21st 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, Jimmy McCloud, Jim Whitaker, and Carl Flowers. Also present were City Clerk Shonnah Weaver; City Attorney Colmon Mitchell; Code Enforcement Office Hughye McDaniel; Assistant Public Works Director Gary Snider, Fire Chief Tim Taylor; Deputy Fire Chief James Snyder; Civic Center Director Rodney Holley and Administrative Assistant Sulli Bolen.

A quorum being present, the meeting was duly opened by the Mayor, and after the invocation given by Michael Bates, 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 21, 2025, was approved.

OCTOBER 21, 2025

CITY OF BATESVILLE BOARD MEETING

**OCTOBER 21, 2025
2:00 P.M. | CITY HALL**

AGENDA

CALL TO ORDER: Mayor Hal Ferrell

INVOCATION: Michael Bates

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 21, 2025

APPROVE MINUTES OF PRIOR MEETINGS

- October 7, 2025- Adjourned Meeting
- October 7, 2025- Regular Meeting
- October 8, 2025- Adjourned Meeting
- October 14, 2025- Regular Meeting

CONSENT AGENDA

1. Approval for Lt. Jason Irby to attend Tier 1 Combat Shooting Training in Tupelo, MS, on November 6-7, 2025. Cost to the city is meals to be reimbursed through petty cash, registration of \$350.00, and he will travel in a city vehicle.

PAY REQUEST AGENDA

1. Approval of Pay Application #1 to be paid to Cook Construction & Design, Inc. in the amount of \$128,430.50 in connection with Batesville Waste Water Treatment Lab.
2. Approval to pay Motorola Solutions in the amount of \$12,372.00 in connection with repairs dispatch equipment.

HUMAN RESOURCES

1. Approval to accept Jimmy Moore's retirement resignation, effective October 31, 2025.
2. Approval to transfer Landen Morrow from the WWTP to the water department. Lateral transfer.
3. Approval to accept the resignation of Christopher Lee Hillhouse as firefighter. Effective Immediately.
4. Approval to accept the resignation of Thomas Cockrell as Driver Operator- Full-time fireman, Effective October 29, 2025.
5. Approval to allow Officer Peyton Cook to work part-time for C4 Security in Oxford, MS.

MINUTE BOOK NO. J-3 – CITY OF BATESVILLE, MISSISSIPPI**OCTOBER 21, 2025****VISITORS****PERMANENT VISITORS**

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

BIDS

- Clarifier Project

CLEAN- UP HEARING:

- 47 River Oak

REPORT OF DEPARTMENT HEADS**CHIEF BUILDING OFFICIAL – ANDY BERRYHILL****ASSISTANT CHIEF OF POLICE – BARRY THOMPSON****CITY ATTORNEY – COLMON MITCHELL****CITY CLERK – SHONNAH WEAVER**

- 1. Lease Agreement

FIRE CHIEF – TIM TAYLOR

- 1. Incident Log & inspections for September
- 2. Approval for Fire Chief to consult with the City Engineer to acquire ROW or easements to install severe weather sirens.
- 3. Approval of specifications and proceed the necessary procedures for acquisition be it reverse auction or open bid process as deemed necessary for purchase and installation of 3 weather warning sirens.
- 4. Discuss inoperable tornado warning sirens.

IT- JOEL TAYLOR**CIVIC CENTER DIRECTOR – RODNEY HOLLEY**

- 1. IEBA Conference attendee notes
- 2. Updated numbers for the BCC Facebook and BCC Walking track usage
- 3. Approval to prepare specifications for NE chiller
- 4. Approval to accept lowest of three quotes for SW compressor replacement on chiller.
- 5. Approval to rescind order of minutes for approval of specifications for generator repair and the HVAC controls & Obtain specifications on September 2, 2025.

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PARKS AND RECREATION DIRECTOR – HEATH FULLILOVE**PUBLIC WORKS DIRECTOR – NEWT BENSON**

1. Request permission for services outside the city limits. Freddie Joseph, 1501 Trantham Rd. 1" water **\$2,043.76** (Deposit not included)
2. Request permission to surplus a 2008 Ford F-150 in the gas department to scrap. Vehicle is unrepairable. Vin# 1FTRW12W98FB36150

OTHER MATTERS BY MAYOR OR ALDERMAN:**POTENTIAL EXECUTIVE SESSION**

1. Mayor- Utility Bill
2. Police Department-personnel

ADJOURNMENT**IN RE: APPROVAL OF MINUTES**

Upon motion of Alderman McCloud and second of Alderman Harrison and upon unanimous vote taken, the minutes of the October 7, 2025, adjourned meeting, October 7, 2025, regular meeting, October 8, 2025, adjourned meeting, and October 14, 2025, adjourned meeting were approved.

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OCTOBER 21, 2025

IN RE: SIGNATURE SHEET FOR MEETING OF OCTOBER 21, 2025

BOARD MEETING
October 21, 2025
Signature Sheet

<i>T. Taylor</i>	<i>BFD</i>
Please print name clearly	Street Address, City, Zip
<i>James E. Snyder</i>	<i>BFD</i>
Please print name clearly	Street Address, City, Zip
<i>Greg Smith</i>	<i>Mendrop</i>
Please print name clearly	Street Address, City, Zip
<i>Gary Snider</i>	<i>city</i>
Please print name clearly	Street Address, City, Zip
<i>Forest Clark Orr</i>	<i>River Oak Place Batesville, MS</i>
Please print name clearly	Street Address, City, Zip
<i>Bobby Thomas</i>	<i>106 College St. Batesville, MS</i>
Please print name clearly	Street Address, City, Zip
<i>Doris Irby</i>	<i>106 College St. Batesville, MS</i>
Please print name clearly	Street Address, City, Zip
<i>L. Irby</i>	<i>BCL</i>
Please print name clearly	Street Address, City, Zip
<i>Hughie McDonald Jr.</i>	<i>Code Office</i>
Please print name clearly	Street Address, City, Zip

IN RE: APPROVAL OF CONSENT AGENDA

Upon motion of Alderman Land and second of Alderman Harrison 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 Lt. Jason Irby to attend Tier 1 Combat Shooting Training in Tupelo, MS, on November 6-7, 2025. Cost to the city is meals to be reimbursed through petty cash, registration of \$350.00, and he will travel in a city vehicle.

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IN RE: APPROVAL OF PAY REQUEST AGENDA

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

1. Approval of Pay Application #1 to be paid to Cook Construction & Design, Inc. in the amount of \$128,430.50 in connection with Batesville Waste Water Treatment Lab.
2. Approval to pay Motorola Solutions in the amount of \$12,372.00 in connection with repairs dispatch equipment.

IN RE: APPROVAL OF HUMAN RESOURCES AGENDA

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

1. Approval to accept Jimmy Moore's retirement resignation, effective October 31, 2025.
2. Approval to transfer Landen Morrow from the WWTP to the water department. Lateral transfer.
3. Approval to accept the resignation of Christopher Lee Hillhouse as firefighter. Effective Immediately.
4. Approval to accept the resignation of Thomas Cockrell as Driver Operator- Full-time fireman, Effective October 29, 2025.
5. Approval to allow Officer Peyton Cook to work part-time for C4 Security in Oxford, MS.

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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 21, 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. Greg Smith 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 bid from Waco, LLC in the amount of \$354,960.00 be and it is hereby accepted as the lowest and best bid.

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

Rebecca Alexander, Publisher

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

Shandale Goodman

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

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

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.

MINUTE BOOK NO. J-3 – CITY OF BATESVILLE, MISSISSIPPI**OCTOBER 21, 2025****IN RE: APPROVAL OF LEASE AGREEMENT –COBB RIVER ROAD FARM, LLC**

Upon motion of Alderman Land and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the Lease Agreement with Cobb River Road Farm, LLC, be and it is hereby approved, and further ordered that Mayor Hal Ferrell be and he is hereby authorized to sign said agreement. A copy of the Lease Agreement is on file in the Office of the City Clerk:

LEASE AGREEMENT

THIS AGREEMENT made this day by and between **COBB RIVER ROAD FARM, LLC**, a Mississippi limited liability company (hereinafter referred to as Lessor) and **THE CITY OF BATESVILLE, MISSISSIPPI** (hereinafter referred to as Lessee);

WITNESSETH:

1.

FOR AND IN CONSIDERATION of the mutual covenants, conditions and considerations set forth herein, Lessor does hereby agree to lease to Lessee and Lessee does hereby agree to lease from Lessor a portion of land for the purpose of erecting an advertising sign along the West right of way of Interstate Highway No. 55 located upon the following described property situated in the Second Judicial District of Panola County, Mississippi, to-wit:

All that part of the West Half of the West Quarter of the East Half of Section 23, Township 8 South, Range 7 West, which lies North of the Tallahatchie River containing 393 acres, more or less.

2.

It is understood and agreed between the parties that Lessee intends to erect a sign on the above described property which will be visible from the South bound lane of Interstate Highway No. 55. The exact location of said sign is to be agreed upon by the parties.

3.

As consideration for said lease, the Lessee shall pay to Lessor the sum of \$1,100.00 per year with the first payment being due on or before January 10, 2026, and a like payment on or before the first day of January of each lease year thereafter.

4.

This lease shall be for a primary term of ten (10) years, beginning January 1, 2026. Lessee shall have the option to renew the lease for one (1) successive ten (10) year period for a total primary term and renewal period of twenty (20) years. Said lease shall automatically

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renew itself unless Lessee gives notice to Lessor in writing of its desire to terminate said lease. If the Lessee exercises the additional option period then the rental amount shall increase \$100.00 per year for each year of said renewal period.

5.

Lessor agrees not to construct or permit the installation of any sign or any other obstacle which would interfere with the visibility of said sign from the South bound lane of Interstate Highway No. 55 of the sign to be erected by Lessee. Lessor further grants unto Lessee the right to remove any trees or other vegetation which would affect the visibility of said sign.

6.

It is understood and agreed that Lessee will use the side of the sign which is visible from the South bound lane of Interstate Highway No. 55. Lessor reserves the right to utilize the side of the sign to be constructed by Lessee which would be visible from the North bound lane of Interstate Highway No. 55 only for advertising purposes. It is clearly understood and agreed that any advertising sign shall be only for a non-profit organization or association, on said North bound side.

7.

Lessor grants unto Lessee the right to have ingress and egress across the above described property for the purpose of constructing, maintaining, servicing or repairing said sign.

8.

Lessor understands and agrees that the sign to be located will be a lighted sign. Lessor grants unto Lessee the right to install a buried cable across said property from the location of the current Heafner Motor's sign to Lessee's proposed sign location. Lessee further agrees that any sign which is constructed on Lessor's property will be of similar construction to the sign existing on Lessor's property and belonging to Heafner Motors Inc. Said sign will be constructed of metal posts and will conform as much as possible to the Heafner Motor's sign.

9.

Lessee warrants and agrees to cause no damage to the property of Lessor and to do nothing to interfere with the normal agricultural operations of Lessor.

10.

At the expiration of the primary, or any successive term of this lease, or the termination of this lease for any other reason, the sign located on said property shall become the property of the Lessor. Lessee shall have no right to remove said sign once it is constructed.

11.

This agreement shall be binding upon the heirs, executors, administrators, successors or assigns of the parties.

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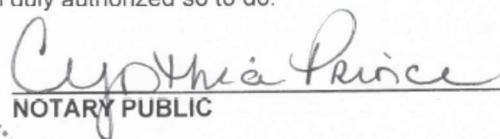
OCTOBER 21, 2025

WITNESS my signature in duplicate original this 17th day of October, 2025.

COBB RIVER ROAD FARM, LLC, Lessor

BY: 
JEAN C. DOUGLAS
Operating ManagerSTATE OF Mississippi
COUNTY OF Panola

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of October, 2025, within my jurisdiction, the within named **JEAN C. DOUGLAS**, who acknowledged that she is **Operating Manager of COBB RIVER ROAD FARM, LLC**, and that in said representative capacity, she executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

My Commission expires:



(SEAL)

WITNESS my signature in duplicate original this _____ day of _____, 2025.

THE CITY OF BATESVILLE, MISSISSIPPI

BY: HAL FERRELL, Mayor

STATE OF MISSISSIPPI

COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2025, within my jurisdiction, the within named **HAL FERRELL**, who acknowledged that he is **Mayor of THE CITY OF BATESVILLE, MISSISSIPPI** and that in said representative capacity, he executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission expires: _____

(SEAL)

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IN RE: SEVERE WEATHER SIRENS

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered that Fire Chief Tim Taylor consult with the City Engineer to acquire right of way easements to install severe weather sirens.

IN RE: USE OF ENGINEER AND SEAL BIDS

Upon recommendation of Fire Chief Tim Taylor and upon motion of Alderman McCloud and second of Alderman Flowers and upon unanimous vote taken, the Mayor and Board of Aldermen found and determined that the acquisition and installation of three weather warning sirens is a construction project and approved and authorized the project, and ordered and authorized that bids for the project be solicited, advertised, received, and accepted or rejected as sealed bids for the time and in the manner as required by law and not as a reverse auction and that City engineers shall assist and participate in this construction project.

IN RE: HAZMAT

Upon motion of Alderman Land and second of Alderman Flowers and upon unanimous vote taken, it was ordered that Stephen Sarkis 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.

IN RE: PREPARE SPECIFICATIONS- NE CHILLER

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered that Civic Center Director Rodney Holley be & he is hereby authorized to prepare specifications for NE Chiller.

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IN RE: QUOTES RECEIVED- SW COMPRESSOR REPLACEMENT ON CHILLER

The City of Batesville received the following quotes for SW compressor replacement on chiller:

TRI STAR COMPANIES, INC	\$31,200.00
APLHA ENERGY SOLUTONS	\$49,750.00
5M SERVICES	\$39,100.00

Upon recommendation of Civic Center Director Rodney Holley and upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the quote from Tri Star Companies, Inc in the amount of \$31,200.00 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:



Jonathan Wilkes

Subject: SW Chiller2 Trane RTAC140

This is quote to perform the following work requested.

- 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.

Exclusions: Any work not mentioned.

Kevin A. Powers
Kevin A. Powers, Manager

Authorized

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Repairs per Scope	31,200.00	31,200.00*

* means item is non-taxable

TOTAL AMOUNT 31,200.00

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IN RE: APPROVAL TO RESCIND ORDER OF MINUTES -APPROVAL OF SPECIFICATIONS FOR GENERATOR REPAIR AND THE HVAC CONTROLS & OBTAIN QUOTES

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the order of the minutes, approving specifications for generator repair and the HVAC and obtain quotes, adopted on September 2, 2025, recorded in Minute Book J-3 at Page 25, be and it is hereby rescinded.

IN RE: EXTENSION OF CITY UTILITIES OUTSIDE THE CITY LIMITS

There came for discussion the matter of a request for water services for Freddie Joseph, located at 1501 Trantham Road, outside the city limits of Batesville.

Upon recommendation of Public Works Director Newt Benson and upon motion of Alderman Harrison and second of Alderman Whitaker and upon unanimous vote taken, it was ordered that city water services be provided to Freddie Joseph's property located at 1501 Trantham Road, contingent upon and subject to him paying \$2,043.76 for said service in advance of such extension and sign agreement that he will not contest for future annexation.

A copy of the total amount owed by Freddie Joseph's is as follows:

10/13/2025
Quote #: 91
Page: 1

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

Phone:	Cust PO:	Reference: Freddie Joseph	Terms: Ship Via:	Salesperson: MARK Valid Through: 10/27/2025			
Stock Code	Description			Taxable	Quantity	Price	Extended
BACKHOE#4	Equipment on Job			N	4.00	44.00	176.00
BOREING MACHINE	BORE MACHINE FOR ROAD BORES Road			N	1.00	600.00	600.00
TOTAL LABOR	Total Labor on Job			N	1.00	265.76	265.76
TOTAL OF MISC. MATE	1 inch Meter Set Fee			N	1.00	850.00	850.00
TRUCK#2	Equipment on Job			N	4.00	19.00	76.00
TRUCK#22	Equipment on Job			N	4.00	19.00	76.00

10/13/2025
Quote for Freddie Joseph
1501 Trantham Rd.
1 inch Meter Set.

Deposit not included

SubTotal:	2,043.76
Tax:	0.00
Shipping:	0.00
Total:	2,043.76

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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

Upon recommendation of Public Works Director Newt Benson, 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, having no value shall be disposed of as junk, described as follows, to-wit:

- **2008 Ford F-150 VIN#1FTRW12W98FB36150**

IN RE: DITCH ON HICKORY AND HEMLOCK

Upon motion of Alderman McCloud and second of Alderman Flowers and upon unanimous vote taken, it was ordered for Public Works Director Newt Benson to get with Mendrop Engineering about repairing the ditch on Hickory Lane and Hemlock Road and possibly try to qualify for help from the Corp. of Engineers.

IN RE: STREETLIGHTS

Upon motion of Alderman Harrison and second of Alderman Whitaker and upon unanimous vote taken, it was ordered that a streetlight be place on an existing pole number SCBT F20, and A324 and A260 is an old light that needs to be replaced with a LED light.

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IN RE: UTILITIES OUTSIDE CITY LIMITS

Upon motion of Alderman McCloud and second of Alderman Harrison and upon unanimous vote taken, it was ordered that any new construction and new mobile homes outside the city limits that are requesting water or gas connections must get both if reasonably available and the requestor and spouse if any must sign an agreement that they will not contest any annexation proceeding brought by the City of Batesville.

IN RE: EXTENSION OF UTILITIES TO FREDDIE JOSEPH OUTSIDE THE CITY LIMITS

Upon the recommendation of Public Works Director Newt Benson and upon motion made of Alderman Harrison and second of Alderman Whitaker and upon unanimous vote taken, it was ordered that city water be provided to Freddie Joseph, 1501 Trantham Road, upon payment of the costs of such extension in the amount of \$2,043.76 and upon his and his spouse, if any, executing and delivering to the City an agreement in favor of the City that they will not contest any annexation proceeding brought by the City of Batesville.

10/13/2025
Quote #: 91
Page: 1

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

Phone:	Cust PO:	Reference: Freddie Joseph	Terms: Ship Via:	Salesperson: MARK Valid Through: 10/27/2025		
Stock Code	Description		Taxable	Quantity	Price	Extended
BACKHOE#4	Equipment on Job		N	4.00	44.00	176.00
BOREING MACHINE	BORE MACHINE FOR ROAD BORES Road		N	1.00	600.00	600.00
TOTAL LABOR	Total Labor on Job		N	1.00	265.76	265.76
TOTAL OF MISC. MATE	1 inch Meter Set Fee		N	1.00	850.00	850.00
TRUCK#2	Equipment on Job		N	4.00	19.00	76.00
TRUCK#22	Equipment on Job		N	4.00	19.00	76.00

10/13/2025
Quote for Freddie Joseph
1501 Trantham Rd.
1 inch Meter Set.

Deposit not included

SubTotal:	2,043.76
Tax:	0.00
Shipping:	0.00
Total:	2,043.76

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IN OPEN SESSION

Alderman Harrison moved that the meeting be closed to determine whether or not the Mayor and Board of Aldermen should declare an executive session. Thereafter, upon the affirmative votes of Aldermen 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.

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 Harrison, seconded by Alderman McCloud, 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, litigation, potential appealable order, and location of new industry.

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, litigation, potential appealable order, and location of new industry 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.

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

There came on for discussion of personnel matters. (Deputy Police Chief Barry Thompson was present for this conversation.)

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

There came on for discussion of litigation.

There came on for discussion of potential appealable order.

There came on for discussion of location of new industry.

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

IN RE: PERSONNEL MATTER-POLICE

Upon motion of Alderman McCloud and second of Alderman Harrison and upon unanimous vote taken, it was ordered Patrol Sergeant Adam Campbell be promoted to the rank of Lieutenant and his salary be increased to \$27.72 effective October 30, 2025.

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IN RE: PERSONNEL MATTER-POLICE

Upon motion of Alderman Flowers and second of Alderman Harrison and upon unanimous vote taken, it was ordered Jarvis Smith be promoted to the rank of Sergeant and his salary be increased to \$25.93 effective October 30, 2025.

IN RE: OFFER OF EMPLOYMENT-POLICE

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered that full-time employment be offered to Raven Chatman be hired to the position of uncertified dispatcher at the rate of \$15.39 per hour pending successful pre-employment physical examination, drug screen and alcohol testing, and that said offer of employment expires on November 3, 2025, at midnight if not accepted.

IN RE: OFFER OF EMPLOYMENT-FIRE

Upon motion of Alderman Harrison and second of Alderman McCloud and upon unanimous vote taken, it was ordered that full-time employment be offered to Stephen Webb be hired to the position of Certified Firefighter at the rate of \$15.83 per hour pending successful pre-employment physical examination, drug screen and alcohol testing, and that said offer of employment expires on November 3, 2025, at midnight if not accepted.

IN RE: DOG SHELTER

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that Mayor Hal Ferrell notify Michael Jones that the Batesville animal shelter project is concluded and ordered Michael Jones to send his final invoice for payment consideration.

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Upon motion of Alderman Harrison and second of Alderman Whitaker and upon unanimous vote taken, The Mayor and Board of Aldermen approved the City's participation as a party to the litigation set out in the contract below and further ordered that Mayor Hal Ferrell sign the contract for legal services for AFFF PFAS Litigation as follows:

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

City of Batesville, represented by XXXXXXXXXXXX, (hereinafter the "Client") hereby retains, STAG LIUZZA, L.L.C., (through attorney Michael Stag, LLC) and CARR LAW FIRM, PLLC (through attorney Michael S. Carr, ESQ) (hereinafter the "Attorneys") for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam ("AFFF"), (hereinafter the "Client's Claims").

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____ Name _____ Telephone _____ E-mail _____

Business Matters: _____ Name _____ Telephone _____ E-mail _____

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely manner sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client's right to recover money from 3M and DuPont. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client's behalf. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

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The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims, the Client shall pay the Attorneys' fees (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered if the Client's Claims. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a successful, sufficient recovery, shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment. If no recovery is made, Attorneys shall bear all

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unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do

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the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. The Client acknowledges having been advised to and given the full

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opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date**[SIGNER]**

Date**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Date**MICHAEL S. CARR, ESQ FOR CARR LAW
FIRM, PLLC****IN RE: GARBAGE FEES**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that City Clerk Shonnah Weaver only pay for the amount of garbage cans the City uses, not by the invoice if it is overcharged and set off against any overcharged garbage bill and prior overbilling of garbage costs paid by the City

IN RE: GARBAGE BILLS

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the procedure to increase the garbage bill by \$2.00 for all customers be commenced.

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**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 \$126.39, 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.

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 2:00 o'clock p.m., November 4, 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.

Mayor

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

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NOTICE OF PLACE, DATE, HOUR AND SUBJECT MATTER
OF AN ADJOURNED MEETING OF THE MAYOR AND
BOARD OF ALDERMEN OF THE CITY OF BATESVILLE, MISSISSIPPI

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

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

Date: November 4, 2025

Hour: 2:00 p.m.

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

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

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