

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

JANUARY 20, 2026

REGULAR MEETING

JANUARY 20, 2026

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 January, being the 20th day of January 2026, 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; Chief Building Official Andy Berryhill; Public Works Director Newt Benson; 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 John Howell Jr., 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 January 20, 2026, was approved with additions.

JANUARY 20, 2025

CITY OF BATESVILLE
BOARD MEETING
January 20, 2026
2:00 P.M. | CITY HALL
AGENDA

CALL TO ORDER: Mayor Hal Ferrell

INVOCATION: John Howell, Jr.

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

- January 20, 2026

APPROVE MINUTES OF PRIOR MEETINGS

- January 6, 2026- Regular Meeting
- January 14, 2026- Adjourned Meeting

CONSENT AGENDA

1. Approval for Quin West (WWTP), Taylor Jaudon and Hunter French (Water & Sewer) to attend MWPCOA (Mississippi Water & Pollution Control Operator’s Association) March 4-6, 2026. All expenses, travel, lodging and per diem paid by the city.
2. Approval for Newt Benson, Gary Snider, Bubba Alewine and Mark Ivy to attend MsRWA, May 26-29, 2026 in Biloxi. All expenses, travel, lodging, and per diem paid by the city.
3. Approval for Debbie Turner to attend MML, June 29-July 1, 2026. All expenses, travel, lodging and per diem paid by the city.
4. Approval for Office Titus Benson and Jason Adams to attend SFST class in Oxford, MS, on March 17-19, 2026. They will be reimbursed through petty cash.
5. Approval for JP Wallace to attend the ROCIC Drug and Gang Conference March 7-12, 2026, in Nashville, TN. All expenses will be paid/reimbursed by the city.
6. Approval for Peyton Cook to attend Tactical Emergency Casualty Care training at MLEOTA in Pearl, MS, on February 16-18, 2026. All expenses will be paid/reimbursed by the city.

PAY REQUEST AGENDA

1. Approval of payment to Digital-Ally in the amount of \$35,016.00 in connection with the Maintenance Agreement.

HUMAN RESOURCES

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VISITORS

1. Mary Jane Kester
2. Shireka Henderson
3. Tyler Sharp/Southern Beverage Company

PERMANENT VISITORS

- Panola Partnership **Katie Azar- Show Off on the Square on April 4, 2026**
- North Delta Planning and Development **Memorandum of Understanding**
- 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

CLEAN- UP HEARING:

REPORT OF DEPARTMENT HEADS

CHIEF BUILDING OFFICIAL – ANDY BERRYHILL

1. Complaint List from December
2. Planning Commission Meeting Minutes from December
3. Building Permits Report for 2025

ASSISTANT CHIEF OF POLICE – BARRY THOMPSON

1. Approval to purchase (3) 2023 Ford Police Interceptor Utility AWD from Missouri State Highway Patrol at a price of \$31,000.00 each

CITY ATTORNEY – COLMON MITCHELL

1. Resolution-TVEPA

CITY CLERK – SHONNAH WEAVER

FIRE CHIEF – TIM TAYLOR

CIVIC CENTER DIRECTOR – RODNEY HOLLEY

1. Approval to advertise for bids for BCC sound system in the arena
2. BCC usage update
3. BCC upcoming events

PARKS AND RECREATION DIRECTOR – HEATH FULLILOVE

PUBLIC WORKS DIRECTOR – NEWT BENSON

1. Southern Beverage Driveway
2. Requesting permission for services outside the city limits. Carl Watkins at 2410 Eureka Rd is requesting water services at **\$1,015.02**. Deposit not included.
3. Sewer Mains through Country Club update
4. Requesting permission for services outside the city limits. Panola County on Enterprise Dr. (Aviation Program) is requesting gas services at **\$2,229.91**. Deposit not included.

JANUARY 20, 2025

OTHER MATTERS BY MAYOR OR ALDERMAN:

POTENTIAL EXECUTIVE SESSION

- 1. Personnel- Code
- 2. Personnel- Police

ADJOURNMENT

IN RE: APPROVAL OF MINUTES

Upon motion of Alderman Land and second of Alderman Harrison and upon unanimous vote taken, the minutes of the January 6, 2026, regular meeting and January 14, 2026, adjourned meeting were approved.

IN RE: SIGNATURE SHEET FOR MEETING OF JANUARY 20, 2026

BOARD MEETING
January 20, 2026
Signature Sheet

<u>Andy Berryhill</u> Please print name clearly	<u>City Code</u> Street Address, City, Zip
<u>DENNIS DABBY</u> Please print name clearly	<u>B.P.D.</u> Street Address, City, Zip
<u>BARRY THOMPSON</u> Please print name clearly	<u>B.P.D.</u> Street Address, City, Zip
<u>Joe Azar</u> Please print name clearly	<u>P. Party</u> Street Address, City, Zip
<u>Katie Azar</u> Please print name clearly	<u>P. Party</u> Street Address, City, Zip
<u>James E. Snyder</u> Please print name clearly	<u>BFD</u> Street Address, City, Zip
<u>Gary Snyder</u> Please print name clearly	<u>City</u> Street Address, City, Zip
<u>Darrell Dixon</u> Please print name clearly	<u>NDPDD</u> Street Address, City, Zip
<u>Gloria Jucker</u> Please print name clearly	<u>Courtland 38620</u> Street Address, City, Zip
<u>Robbie Moly</u> Please print name clearly	<u>BCL</u> Street Address, City, Zip
<u>Newt Benson</u> Please print name clearly	<u>City PWD</u> Street Address, City, Zip

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IN RE: APPROVAL OF CONSENT AGENDA

Upon motion of Alderman Harrison and second of Alderman McCloud 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 Quin West (WWTP), Taylor Jaudon and Hunter French (Water & Sewer) to attend MWPCOA (Mississippi Water & Pollution Control Operator's Association) March 4-6, 2026. All expenses, travel, lodging and per diem paid by the city.
2. Approval for Newt Benson, Gary Snider, Bubba Alewine and Mark Ivy to attend MsRWA, May 26-29, 2026 in Biloxi. All expenses, travel, lodging, and per diem paid by the city.
3. Approval for Office Titus Benson and Jason Adams to attend SFST class in Oxford, MS, on March 17-19, 2026. They will be reimbursed through petty cash.
4. Approval for JP Wallace to attend the ROCIC Drug and Gang Conference March 7-12, 2026, in Nashville, TN. All expenses will be paid/reimbursed by the city.
5. Approval for Peyton Cook to attend Tactical Emergency Casualty Care training at MLEOTA in Pearl, MS, on February 16-18, 2026. All expenses will be paid/reimbursed by the city.

IN RE: APPROVAL OF PAY REQUEST AGENDA

Upon motion of Alderman Harrison and second of Alderman McCloud 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 payment to Digital-Ally in the amount of \$35,016.00 in connection with the Maintenance Agreement.

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IN RE: UTILITY BILL

The Mayor recognized Shireka Henderson who appeared before the Mayor and Board of Aldermen raising her concern about her utility bill.

No action was taken on this matter

IN RE: SHOWOFF ON THE SQUARE

The Mayor recognized Katie Azar of Batesville Mainstreet who appeared before the Mayor and Board of Aldermen requesting approval of the Showoff on the Square on April 4, 2026.

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered that parts of the Downtown Square be closed on Saturday, April 4, 2026, for the Showoff on the Square, with said event to be coordinated with the Batesville Police Department and the Street Department.

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IN RE: MEMORANDUM OF UNDERSTANDING (MOU) - MOUNDS PARK IMPROVEMENTS PROJECTS

Upon motion of Alderman Harrison and second of Alderman Whitaker and upon unanimous vote taken, it was ordered that the following Memorandum of Understanding (MOU) be and is hereby approved and authorized Mayor Hal Ferrell to sign it.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Outdoor Stewardship Board of Trustees (hereinafter the "Board") and the City of Batesville (hereinafter "Entity") (collectively, the "parties") for the purpose of establishing the agreed upon conditions under which the Board may disburse funds to assist the Entity in paying costs associated with the local (project) Mounds Park Improvement Project (hereinafter the "Project") specified in Miss. Code Ann. Section 49-39-7 (hereinafter the "Act"). The Project is described in the application provided to the Board August-September 2025 and is incorporated herein by reference. This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed (\$353,430.00) (hereinafter the "Project Funds"), for the Project. The Entity agrees to provide a minimum matching funds contribution in the amount of (\$1,010,000.00) toward the Project. **(IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, The Board is a state agency that acts as Mississippi Outdoor Stewardship Trust Fund with a principal place of business at 501 N. West St., Suite 1301, Jackson, MS 39201.

WHEREAS, the Entity is a state agency, or governmental entity with a principal place of business at 103 College Street Batesville MS 38606

WHEREAS, Miss. Code Ann. Section 49-39-7, authorized expenditures from the Mississippi Outdoor Stewardship Trust Fund for certain projects.

WHEREAS, pursuant to Miss. Code Ann. Section 49-39-7, the Legislature has appropriated funds to the entity to pay the costs of the Project.

WHEREAS, the Act authorizes the Board to disburse monies in the Mississippi Outdoor Stewardship Trust Fund to pay the costs of the Project.

WHEREAS, the Board finds that it is in the best interest of the Board and the Entity that the funds on deposit in the Mississippi Outdoor Stewardship Trust Fund for the Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE BOARD AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:

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Section 1. The Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference.

Section 2. The Entity agrees to abide by the Mississippi Outdoor Stewardship Program Manual and is incorporated herein by reference.

Section 3. The Entity shall obtain or require contractor to obtain a builder's risk insurance policy at the time any construction begins. The insurance must cover potential losses after initiation, but before completion, of the construction or modernization caused by theft, fire, vandalism, and other types of accidental loss or damage to the project. The Board may waive this requirement if the Entity shows that it is effectively self-insured against the risks involved. The term "effectively self-insured" shall mean that the recipient has sufficient funds to pay for any damage, including total replacement, if necessary, or to satisfy any claims against the project.

Section 4. The Board shall retain ten percent (10%) of each reimbursement request and retain five percent (5%) of each reimbursement request upon fifty percent (50%) completion of the project. Upon the completion of the project and all required documentation has been submitted and approved by the Board, the retainage amount shall be released to the Entity after a final audit is conducted.

Section 5. The Entity agrees that the Board shall reimburse the Entity once project expenses have been incurred and paid for by the Entity, proper itemized expenditure documentation has been submitted to the Board, and the Board has approved the requested reimbursement up to the amount in this agreement. Proper documentation includes all invoices, receipts and associated with the reported expenditures. Reimbursement requests shall be provided within thirty (30) days of each calendar end of the month.

Section 6. The Entity agrees expenses directly related to the project scope but incurred prior to this agreement are not reimbursable. Appraisals, project planning, and environmental compliance review expenses may be counted as match only if incurred within eighteen (18) months of this agreement.

Section 7. The Entity agrees that any incidental costs or items not directly associated and essential for the completion and execution of a project shall be ineligible for reimbursement or match. Entity should refer to federal regulations on cost principles to assist in determining allowable costs appropriate for the project.

Section 8. The Entity agrees that the value of donations and third-party contributions provided at no cost cannot be reimbursed and to be counted towards a project's match, the Entity shall provide an invoice and a letter from the organization acknowledging the donation and its fair market value.

Section 9. The Entity agrees that labor donations shall be valued at an hourly rate of pay to be calculated using the Mississippi Median Hourly Wage standards for the most

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comparable occupation identified on the U.S. Bureau of Labor Statistics site, found at https://www.bls.gov/oes/current/oes_ms.htm, excluding taxes, benefits, and overtime.

Section 10. The Entity agrees to expend the funds within twenty-four (24) months from the date of this agreement. The Project shall begin on April 10, 2026, and end on April 9, 2028, unless otherwise amended in writing by the Board.

Section 11. The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the Board regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 12. The Entity agrees that the Entity may request project term extensions if the project is expected to exceed the 24-month deadline. Extensions must be requested within a reasonable time before the expiration of the original 24-month deadline. At a minimum, extension requests must inform the Board of the current status of the project, current expenditures, anticipated completion date, and reason for the delay. The Board, at its discretion, may request any additional information necessary to make its determination. Extensions are limited to no more than six (6) month increments and subject to approval by the Board. If approved, the Entity shall sign a Project Agreement Amendment. If disapproved, and this agreement cannot be fulfilled, the Board may deobligate in part or in whole the funds appropriated in this agreement.

Section 13. The Entity agrees to provide quarterly reports to the Board which provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the Board and must include all requested information. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide to the Board a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted shall be submitted upon completion of the Project.

Section 14. The Board, pursuant to the Act, shall disburse the Project Funds from the Mississippi Outdoor Stewardship Trust Fund upon written request of the Entity to reimburse the costs associated with the Project.

Section 15. The Entity certifies and agrees to make every effort to expend all funds received from the Mississippi Outdoor Stewardship Trust Fund within twenty-four (24) months from the date of this agreement and solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 16. The Entity agrees to execute any procurements utilizing the funding in a commercially reasonable manner. Failure to adhere may cause the Board to withhold

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all sums for the Project and/or seek recovery of the same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein.

Section 17. The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the Mississippi Outdoor Stewardship Trust Fund sufficient to satisfy and confirm, to Board satisfaction, that such funds have been expended solely for the costs of the project as authorized and provided by the Act.

Section 18. The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the Board to withhold funds for the Project or seek recovery of same.

Section 19. Any notice from one party to the other under this Agreement shall be in writing and may be either personally delivered, emailed, or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow, or to such other addresses provided for in this Agreement, or as the Parties may hereinafter designate in writing. Any such notice shall be deemed to have been given as of the date transmitted.

City of Batesville
Attention: Hal Ferrell
103 College Street
Batesville MS 38606
Phone: 662-563-4576
Email: mayor@batesville.ms

Mississippi Outdoor Stewardship Trust Fund
Attention: Ricky Flynt, Executive Director
501 N. West St., Suite 1301
Jackson, MS 39201
Ph. (601) 359-2526
Ricky.Flynt@dfa.ms.gov

Section 20. This MOU may be amended or modified only by written agreement signed by both parties.

Section 21. The Board has authority to hear, oversee, and resolve any disputes that may arise in carrying out the duties of the parties under this MOU. The Parties agree to undertake a good faith attempt to resolve any such disputes before seeking Board resolution.

Section 22. If any term or provision of this MOU is prohibited by the laws of the State of Mississippi or declared void by a court of competent jurisdiction, the remainder

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of this MOU shall not be affected thereby and each term and provision of this MOU shall be valid and enforceable.

Section 23. Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this MOU and caused by the party's own principals, agents, employees, contractors, or subcontractors while performing under this MOU. Further, the parties do not assume liability for any actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers.

Section 24. The Entity's tort liability, as political subdivision of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Board's liability, as a political subdivision of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the Entity, Board, or the State under statute.

Section 25. It is understood and agreed that this document constitutes the entire understanding of the parties with respect to the subject matter contained herein and supersedes and replaces all prior negotiations, understandings, and agreements, written or oral, between the parties relating to the subject matter.

Section 26. This MOU, including any exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. § 25-61-1, *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this MOU may be subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.*

Section 27. Neither Party shall have the right to assign this MOU to a third party without the prior written consent of the other Party. Any permitted assignee shall assume all obligations of its assignor under this MOU. No assignment shall relieve any party of responsibility for the performance of any obligations that have accrued prior to such assignment.

Section 28. The failure of either Party to insist upon the strict observation or performance of any provision of this MOU or to exercise any right or remedy shall not impair or waive any such right or remedy in the future. Every right and remedy given by this MOU to the Parties may be exercised from time to time as often as appropriate.

Section 29. The Board and the Entity each represent and warrant to the other that the person signing below has all requisite legal power and authority to execute this MOU on behalf of each party and each party shall thereby be bound.

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Section 30. This MOU is effective on the date of the final signature to the MOU ("Effective Date of this MOU"). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purpose of this MOU.

Section 31. Entity agrees and understands that it shall not proceed with any action requiring reimbursement, excepting items exempt in the MOSTF Program Manual, until Entity has been issued a Notice to Proceed Letter.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI OUTDOOR STEWARDSHIP BOARD OF TRUSTEES

By: _____ David Holman, Chairman	Date: _____
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CITY OF BATESVILLE

By: _____ Name, Title	Date: _____
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EXHIBIT A

The Entity shall maintain on file for Board review, the following items in relation to the Project:

1. A copy of the Program of Work for the Project.
2. A copy of any and all construction documents including contracts.
3. A copy of all contractor pay requests and professional pay requests and approval of payment for said services.
4. All invoices.
5. All bank statements.
6. A copy of annual audit reports.
7. All contracts.
8. Any audits.
9. Any and all other documentation which may be required to document, to the Board satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

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IN RE: **APPROVAL TO PURCHASE THREE FORD POLICE
INTERCEPTOR UTILITY AWD–POLICE DEPARTMENT**

Upon motion of Alderman McCloud second of Alderman Flowers and upon unanimous vote taken, it was ordered that Assistant Chief of Police Barry Thompson be and he is hereby authorized to purchase three (3) Ford Police Interceptor Utility AWD 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.

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

SHP-381E 07/13

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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
Serial Number: 1FM5K8AB2PGA03610
Comments:

Title Number: UED37742
P Number: 23072
Price: \$31,000.00

(2)

Year and Make of Vehicle: 2023 Ford Police Interceptor Utility AWD
Serial Number: 1FM5K8AB5PGA79354
Comments:

Title Number: UJD24984
P Number: 23286
Price: \$31,000.00

(3)

Year and Make of Vehicle: 2023 Ford Police Interceptor Utility AWD
Serial Number: 1FM5K8AB0PGB26743
Comments:

Title Number: UHE45238
P Number: 23599
Price: \$31,000.00

(4)

Year and Make of Vehicle:
Serial Number:
Comments:

Title Number:
P Number:
Price:

(5)

Year and Make of Vehicle:
Serial Number:
Comments:

Title Number:
P Number:
Price:

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 \$93,000.00, 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
By

Fleet Control
Title

01/07/2025
Date

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IN RE: RESOLUTION- SALE OF SURPLUS PROPERTY- TVEPA

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BATESVILLE, MISSISSIPPI, PURSUANT TO SECTION 57-7-1 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE REAL PROPERTY HEREINAFTER IDENTIFIED BELONGING TO THE CITY OF BATESVILLE, MISSISSIPPI, IS SURPLUS PROPERTY AND IS NO LONGER NEEDED OR USED FOR MUNICIPAL GOVERNMENTAL PURPOSES AND DIRECTING THAT THE CITY ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE SALE OF THE PROPERTY AND FOR RELATED PURPOSES

WHEREAS, the Mayor and Board of Aldermen of the City of Batesville, Mississippi [the “Governing Authority” of the “City”], acting for and on behalf of the City does hereby find, determine, adjudicate, and declare as follows:

1.

The City is the owner of the following identified real property [hereinafter the “Property”] lying and being situated in the City of Batesville, Mississippi, to-wit:

A tract of vacant land containing 0.30 acres, more or less, in substantially the shape of a right triangle and outline in red as shown on Exhibit A attached hereto and incorporated herein by reference [To be identified by legal description, survey, and plat]

2.

That the Property is surplus property and is not used for and is not needed for municipal or other governmental or public purposes or for any related purposes, including but not limited to the civic center, stall barn and multi-plex arena project.

3.

Section 57-7-1 of the Mississippi Code of 1972, as amended [hereinafter the “Code”], authorizes the Governing Authority of the City to sell city owned real property for commercial

purposes upon such terms and conditions as the City shall prescribe when such property is surplus property and is not used for or needed for municipal or other governmental purposes.

4.

On December 16, 2025, during a regular meeting of the Mayor and Board of Aldermen, Brad Robison , CEO of Tallahatchie Valley Electric Power Association [TVEPA] and Joe Azar the Executive Director of the Panola Partnership met with the Governing Authority of the City, in executive session. On behalf of TVEPA Brad Robison offered to purchase the Property from the City for a price stated to the Governing Authority for the purposes of constructing thereon electrical charging stations for public use. Mr. Robison and Mr. Azar provided to the City information relative to the economic impact this project will have for the City and the entire community including but not limited to drawing travelers from nearby Interstate I-55 and State Highway 278 to the charging stations and enticing these travelers to patronize the many retail businesses, dining facilities , and consumer services businesses located proximate to the charging stations

5.

The Governing Authority of the City is of the opinion and does hereby find that a sale of the Property to TVEPA for the price offered for the purposes of constructing thereon the electric charging stations would be in the best interest of the City and its citizens and would promote the economic and commercial development of the City and the entire community.

6.

The Governing Authority of the City finds and determines that the sales price offered is fair and reasonable and is sufficient and good consideration for the Property.

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NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Batesville, Mississippi, acting for and on behalf of the City of Batesville, Mississippi, as follows:

I.

That the matters set forth in the above and foregoing preamble are hereby found, declared, and adjudicated to be true and correct and are incorporated herein by reference.

II.

That the Governing Authority of the City does hereby find, adjudicate and determine that the Property is surplus property and has ceased to be used for, and is not used for and is not needed for, municipal or other governmental or public purposes or for any related purposes, and that it would be in the best interest of the City and would promote the economic and commercial development of the City and the entire community for the City to sell the Property to TVEPA for the sum contained in the offer subject to, conditioned upon, and contingent upon the execution of a Purchase and Sale Agreement by the City and TVEPA as hereinafter provided, and compliance with the Antiquities Law of Mississippi [Miss. Code Sections 39-7-1 *et. Seq.*] and other applicable law.

III.

That, subject to the exception and qualifications hereinafter set out, the Governing Authority of the City, for and on behalf of the City, does hereby accept the offer of TVEPA to purchase the Property for the sum set out in the offer for the purpose set forth above; however, t said acceptance of the offer is hereby made subject to, conditioned upon, and contingent upon the Governing Authority of the City and Tallahatchie Valley Electric Power Association negotiating and executing a written Purchase and Sale Agreement which is approved by the

Governing Authority of the City and of TVEPA on or before March 6, 2026, and subject to applicable State law pertaining to the City's sale of real property, and to that end, the City's Legal Department is hereby directed to proceed with the negotiations and drafting of the Contract.

RESOLVED this the 20th day of January 2026.



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**IN RE: APPROVAL TO ADVERTISE- BATESVILLE CIVIC CENTER
 SOUND SYSTEM IN THE ARENA**

Upon motion of Alderman Flowers and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the City Clerk publish an advertisement in *The Panolian*, a legal newspaper published in Batesville, Mississippi, once each week for not less than two consecutive weeks that the Mayor and Board of Aldermen will receive bids via sealed bids or reverse auction to purchase sound system for the Batesville Civic Center main arena, at City Hall, 103 College Street Batesville, Mississippi. The Mayor and Board of Aldermen reserves the right to reject any and all bids.

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

JANUARY 20, 2026

IN RE: EXTENSION OF CITY UTILITIES OUTSIDE THE CITY LIMITS

There came for discussion the matter of a request for water services for Carl Watkins, located at 2410 Eureka 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 Carl Watkins’s property located at 2410 Eureka Road, contingent upon and subject to her paying \$1,015.02 plus deposit for said service in advance of such extension and the execution of the agreement by him, his spouse, and any other owner of the property that they will not object to any City of Batesville annexation of the subject property or other property in the immediate area. A copy of the total amount owed by Carl Watkins’s is as follows:

Quote #:
Page:

1/14/2026
95
1

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

Phone:
Cust PO:
Reference: Carl Watkins

Terms:
Ship Via:

Salesperson: MARK
Valid Through: 1/28/2026

Stock Code	Description	Taxable	Quantity	Price	Extended
BACKHOE#4	Equipment on Job	N	2.00	44.00	88.00
TOTAL LABOR	Total Labor on Job	N	1.00	139.02	139.02
TOTAL OF MISC. MATE	3/4 Meter Set	N	1.00	750.00	750.00
TRUCK#2	Equipment on Job	N	2.00	19.00	38.00

1/14/2026
Quote for Carl Watkins
2410 Eureka Rd.
DEPOSIT NOT INCLEDED

SubTotal:

Tax:

Shipping:

Total:

1,015.02
0.00
0.00
1,015.02

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

JANUARY 20, 2025

IN RE: EXTENSION OF CITY UTILITIES OUTSIDE THE CITY LIMITS

There came for discussion the matter of a request for gas services for Panola County, located at Enterprise Dr, outside the city limits of Batesville.

Upon recommendation of Public Works Director Newt Benson and upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that city water and sewer services be provided to Panola County, a political subdivision of the State of Mississippi governed by a governing body composed of and elected solely by residents of Panola County, for its construction project located at Enterprise Dr., contingent upon and subject to it paying \$2,229.91 plus deposit for said service in advance of such extension and without the requirement of paying a tap fee or a security deposit. A copy of the total amount owed by Panola County, is as follows:

						1/14/2026
						Quote #: 174
						Page: 1
Quoted To:						
Gas Dept						
Phone:						
Cust PO:		Terms:		Salesperson: MARK		
Reference: Panola County		Ship Via:		Valid Through: 1/28/2026		
Stock Code	Description	Taxable	Quantity	Price	Extended	
1.1/2 ELL	1.1/2 inch ell	N	2.00	6.51	13.02	
1.1/2X4 NIP	1.1/2x4 inch nipple	N	2.00	3.64	7.28	
1.1/2X6 NIP	1.1/2x6 inch nipple	N	1.00	4.39	4.39	
2"PE COUPLING	2 inch p.e. coupling	N	4.00	15.71	62.84	
2"PE BALL VALVE	2 inch P.E. ball valve	N	1.00	96.17	96.17	
2P.E. RISER	2 inch P.E. Riser	N	1.00	155.80	155.80	
2SER VAL	2 inch service valve	N	1.00	104.71	104.71	
2X1.1/2 B/RED	2x1.1/2 inch bell reducer	N	1.00	3.92	3.92	
2X4 NIP	2x4 inch nipple	N	1.00	5.48	5.48	
4X2P.E. TAP TEE	4 X 2 inch P. E. Tap Tee	N	1.00	141.55	141.55	
MATERIALS FOR JOB	Meter and Regulator	N	1.00	1,491.17	1,491.17	
VALVE BOX		N	1.00	143.58	143.58	
1/14/2026						
Quote for Panola County						
Connecting Service Line						
Setting Meter and Regulator						
DEPOSIT NOT INCLUDED						
					SubTotal:	2,229.91
					Tax:	0.00
					Shipping:	0.00
					Total:	2,229.91

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

JANUARY 20, 2026

IN RE: SPEED BUMP REMOVAL

Upon motion of Alderman Flowers and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Public Works Director Newt Benson remove a speed bump in front of 114 Williams Street.

IN RE: INDIAN MOUNDS- LIGHT POLE

Upon unanimous consent, it was ordered to seek the possibilities of moving a light pole beside the entrance gate at the Mounds.

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.

JANUARY 20, 2025

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 Land, 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 and potential land purchase.

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 and potential land purchase 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.

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 Shonnah Weaver and Administrative Assistant Sulli Bolen.

There came on for discussion of personnel matters. (Fire Chief Tim Taylor was present for this conversation.)

There next came on for discussion the leasing of city property. (Civic Center Director Rodney Holley was present for this conversation.)

There next came on for discussion the potential sale of city property.

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JANUARY 20, 2026

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 Shonnah Weaver and Administrative Assistant Sulli Bolen.

IN RE: OFFER OF EMPLOYMENT- POLICE

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 Tamia Sheegog be hired to the position of non-certified Patrolman at the rate of \$20.06 per hour pending successful pre-employment physical examination, drug screen and alcohol testing, and that said offer of employment expires on February 2, 2026, at midnight if not accepted.

IN RE: APPOINTMENT

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered that William Burrow be and he is hereby appointed to the rank of Lieutenant, with an hourly increase to \$27.72, effective January 22, 2026.

IN RE: APPROVAL TO OFFER EMPLOYMENT – CODE OFFICE

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that Elliott L. Eldridge be offered full-time employment in the Code Office at a rate of pay of \$27.40 per hour, contingent upon him accepting said offer and undergoing a drug and alcohol test and a medical exam and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on February 2, 2026, at midnight if not accepted.

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JANUARY 20, 2025

*Alderman Land recused himself from the meeting.

City Attorney Colmon Mitchell discussed with the Mayor and Board of Aldermen the contents for the sales agreement for TVEPA to purchase city property.

*Alderman Land returned to the meeting.

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 10:30 a.m., January 23, 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

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

JANUARY 20, 2026

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: January 23, 2026

Hour: 10:30 a.m.

Subject Matter: To discuss and 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.

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

JANUARY 20, 2025