

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

AUGUST 1, 2023

REGULAR MEETING

AUGUST 1, 2023

Be It Remembered that a Regular Meeting of the Mayor and Board of Aldermen of the City of Batesville was held on the first Tuesday afternoon of August, being the 1st day of August 2023, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Stan Harrison, Dennis Land, Bill Dugger, Bobby Walton and Teddy Morrow. Also present were: City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford; Greg Smith of Mendrop Engineering Resources; Chief Building Official Andy Berryhill; Public Works Director David Karr; Assistant Public Works Director Newt Benson; Fire Chief Tim Taylor; Fire Code Inspector James Snyder; Civic Center Director Rodney Holley; Assistant City Clerk Shonnah Weaver and Jeremy Weldon of The Panolian.

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

IN RE: APPROVAL OF AGENDA

Upon motion of Alderman Dugger and second of Alderman Harrison and upon unanimous vote taken, the agenda of August 1, 2023, was approved.

AUGUST 1, 2023

CITY OF BATESVILLE BOARD MEETING

AUGUST 1, 2023
2:00 P.M. | CITY HALL

REVISED AGENDA

1. **CALL TO ORDER:** Mayor Hal Ferrell
2. **INVOCATION:** Dr. Roger Penn
3. **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."
4. **APPROVE AGENDA**
 - a. August 1, 2023
5. **APPROVE MINUTES OF PRIOR MEETINGS**
 - a. Regular Meeting – July 18, 2023
6. **CONSENT AGENDA**
 - a. Approval for Patrol Officer Kasey Livingston to attend Deceptive Behaviors and Hidden Compartments training in Oxford, Mississippi September 18, 2023, with expenses paid/reimbursed by the City.
 - b. Approval for any City Officials to attend the FAQ In Municipal Government in Oxford, Mississippi September 28, 2023, with expenses paid/reimbursed by the City.
 - c. Approval for Luther Moore to attend the Fire Apparatus Driver/Operator course at the MS Fire Academy September 18-28, 2023, with expenses paid/reimbursed by the City.
 - d. Approval for William Thompson, Matt Hubbard and Clifford Wiggins to attend the NFPA 1033 Fire Investigator- I Class at Alabama Fire College in Tuscaloosa, Alabama December 11-15, 2023, with expenses paid/reimbursed by the City. Thompson and Hubbard were previously approved on June 6, 2023, for different dates.
7. **PAY REQUEST AGENDA**
 - a. Approval of payment in the amount \$11,552.50 to be made to Mendrop Engineering Resources for professional services rendered through July 22, 2023.
 - b. Approval of payment in the amount of \$9,970.00 to be made to Mendrop Engineering Resources for professional services.
 - c. Approval of payment in the amount of \$163,088.40 to be made to Whitfield Electric Co., Inc. for the Batesville Civic Center lighting project. (Board approved April 18, 2023)

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI**AUGUST 1, 2023**

- d. Approval of payment in the amount of \$1,375.00 to be made to Ava Sues Flowers in connection with the Legends of the Gridiron Event.
- e. Approval of payment in the amount of \$634.50 to be made to Taylor Grocery Special Events in connection with the Legends of the Gridiron Event.
- f. Approval of payment in the amount of \$2,485.85 to be made to Magnolia Rental and Sales in connection with the Legends of the Gridiron Event.
- g. Approval of payment in the amount of \$164.95 to be made to Sports Of All Sorts in connection with the Legends of the Gridiron Event.
- h. Approval of payment in the amount of \$600.00 to be made to Dexter Chapman DL Chapman Photography in connection with the Legends of the Gridiron Event.
- i. Approval of payment in the amount of \$1,237.50 to be made to Hal Ferrell as reimbursement for his payment to Vancellis King Printing in connection with the Legends of the Gridiron Event.
- j. Approval of payment in the amount of \$2,850.00 to be made to Hal Ferrell as reimbursement for his payment to Eyes of the Beholder Photography in connection with the Legends of the Gridiron Event.

8. HUMAN RESOURCES

- a. Approval to offer employment to a potential employee as a non-certified fireman at a pay rate of \$13.16 per hour, contingent upon him accepting said offer and undergoing a medical exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on August 14, 2023, at midnight if not accepted.
- b. Approval to accept the resignation of fireman Gage Johnson, effective July 29, 2023, and further to seek reimbursement for basic training expenses from the City of Tupelo Fire Department pursuant to MS Code 21-25-3.
- c. Approval to offer employment to a potential employee as a non-certified officer at a pay rate of \$19.48 per hour, contingent upon him accepting said offer and undergoing a psychological evaluation and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on August 14, 2023, at midnight if not accepted.
- d. Approval to offer employment to a potential employee in the water/sewer department at a pay rate of \$16.00 per hour, due to him having a CDL Class A license, contingent upon him accepting said offer and undergoing a medical exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on August 14, 2023, at midnight if not accepted.
- e. Approval to offer employment to a potential employee as the Civic Center RV park camp host/monitor and be allowed to park his RV free of charge in return for his service. (Will receive 1099)
- f. Approval for donation of leave for an employee. He has met the requirements needed for this request.
- g. Approval for pay increase of \$1.00 per hour for the following employees for successful completion of locate training, effective August 10, 2023:

9. VISITORS

- a. Terry Lois Carr
- b. Betty Perry
- c. Brian Sowers
- d. Shalonda Ford

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI**AUGUST 1, 2023****10. 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

11. CLEANUP HEARINGS – 3:00 P.M.

- a. 118 Dora Street
- b. 202 Jefferies Street
- c. Highway 6 East Lot
- d. 115 Holly Cove

REPORT OF DEPARTMENT HEADS**12. CHIEF BUILDING OFFICIAL – ANDY BERRYHILL**

- a. Monthly inspection list
- b. Monthly complaint list
- c. Planning Commission Minutes July 24, 2023
- d. Site plan review of city property for sale
- e. Approval for the Mayor to sign lease with Southern Duplicating of Clarksdale, Inc. for a new copier/scanner at a rate of \$135.00 per month plus \$300.00 per year for service.
- f. Set clean-up hearings as needed

13. CHIEF OF POLICE – KERRY PITTMAN**14. CITY ATTORNEY – COLMON MITCHELL****15. CITY CLERK – SUSAN BERRYHILL****16. FIRE CHIEF – TIM TAYLOR**

- a. Final discussion and adoption of and ordinance supplementing provisions of the fire code and enforcement
- b. monthly reports

17. CIVIC CENTER DIRECTOR – RODNEY HOLLEY

- a. Request from Dr. Fox to allow free advertisement on the Civic Center sign
- b. Surplus property
- c. Good Sam agreement

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI**AUGUST 1, 2023****18. PUBLIC WORKS DIRECTOR – DAVID KARR****Water Department**

- a. Single source purchase – 8" water meter from Central Pipe - \$6,715.65
- b. Outside the city limits request for water and sewer service - \$3,866.80
- WWTP**
- c. Quotes received – Godwin pump (WWTP/Sewer Department)
- Street Department**
- d. Specs for leaf loader

19. ALLOW CLAIMS: 38706-39372 (includes The Co-Op)**20. OTHER MATTERS BY MAYOR OR ALDERMAN:****21. EXECUTIVE SESSION****22. ADJOURNMENT****IN RE: APPROVAL OF MINUTES**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, the minutes of the July 18, 2023, regular meeting, were approved.

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

AUGUST 1, 2023

IN RE: SIGNATURE SHEET FOR MEETING OF AUGUST 1, 2023

Board Meeting
August 1, 2023
Signature Sheet

<u>Bethie Perry</u> Please print name clearly	<u>106 Ashway St. Batesville, MS 38606</u> Street Address, City, Zip
<u>George W. Williford</u> Please print name clearly	<u>254 Eureka St. Batesville, MS</u> Street Address, City, Zip
<u>Andy Berryhill</u> Please print name clearly	<u>City of Batesville City office</u> Street Address, City, Zip
<u>Tim Whitaker</u> Please print name clearly	<u>1098 Lakewood Dr. Batesville, MS 38606</u> Street Address, City, Zip
<u>Paul Alpors</u> Please print name clearly	<u>15658 Moring Cutoff Bolivar, MO 65011</u> Street Address, City, Zip
<u>Brian Swiders</u> Please print name clearly	<u>308 W Commercial St. Waverly, MO 64046</u> Street Address, City, Zip
<u>Henry Pittman</u> Please print name clearly	<u>106 College St. Batesville, MS</u> Street Address, City, Zip
<u>Worl Person</u> Please print name clearly	<u>City of Batesville</u> Street Address, City, Zip
<u>Mary Bean</u> Please print name clearly	<u>1125 Shiloh Rd. Courtland</u> Street Address, City, Zip
<u>Rev. Roger Pearl</u> Please print name clearly	<u>119 Parrot Ave, 38606</u> Street Address, City, Zip
<u>Sharonela Ford</u> Please print name clearly	<u>2014 McGowdy</u> Street Address, City, Zip
<u>Tim Talox</u> Please print name clearly	<u>#1 Batesville, MS</u> Street Address, City, Zip
<u>Bobby Reed</u> Please print name clearly	<u>108 Cambrey Cr. S'ville</u> Street Address, City, Zip
<u>T. Lee Ladd</u> Please print name clearly	<u>117 Field St. Batesville</u> Street Address, City, Zip
<u>Gloria Tucker</u> Please print name clearly	<u>Courtland 38620</u> Street Address, City, Zip
<u>Walter Williams</u> Please print name clearly	<u>201 Broad St. Batesville, 38606</u> Street Address, City, Zip
<u>David Tarr</u> Please print name clearly	<u>132 Van Loris</u> Street Address, City, Zip
<u>James H. H. H.</u> Please print name clearly	<u>280 Civil Ct. Batesville, MS</u> Street Address, City, Zip
<u>Darell Dixon</u> Please print name clearly	<u>NDPDC</u> Street Address, City, Zip
<u>Shorene Turner</u> Please print name clearly	<u>449 Wells Ave Courtland 38620</u> Street Address, City, Zip
<u>Joe Azon</u> Please print name clearly	<u>PP</u> Street Address, City, Zip

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

AUGUST 1, 2023

IN RE: APPROVAL OF CONSENT AGENDA

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

- a. Approval for Patrol Officer Kasey Livingston to attend Deceptive Behaviors and Hidden Compartments training in Oxford, Mississippi September 18, 2023, with expenses paid/reimbursed by the City.
- b. Approval for any City Officials to attend the FAQ In Municipal Government in Oxford, Mississippi September 28, 2023, with expenses paid/reimbursed by the City.
- c. Approval for Luther Moore to attend the Fire Apparatus Driver/Operator course at the MS Fire Academy September 18-28, 2023, with expenses paid/reimbursed by the City.
- d. Approval for William Thompson, Matt Hubbard and Clifford Wiggins to attend the NFPA 1033 Fire Investigator- I Class at Alabama Fire College in Tuscaloosa, Alabama December 11-15, 2023, with expenses paid/reimbursed by the City. Thompson and Hubbard were previously approved on June 6, 2023, for different dates.

IN RE: APPROVAL OF PAY REQUEST AGENDA

Upon motion of Alderman Harrison and second of Alderman Morrow 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:

- a. Approval of payment in the amount \$11,552.50 to be made to Mendrop Engineering Resources for professional services rendered through July 22, 2023.
- b. Approval of payment in the amount of \$9,970.00 to be made to Mendrop Engineering Resources for professional services.
- c. Approval of payment in the amount of \$163,088.40 to be made to Whitfield Electric Co., Inc. for the Batesville Civic Center lighting project. (Board approved April 18, 2023)

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

AUGUST 1, 2023

IN RE: APPROVAL OF HUMAN RESOURCES AGENDA

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

- a. Approval to offer employment to Andrew Kyle Moorhead as a non-certified fireman at a pay rate of \$13.16 per hour, contingent upon him accepting said offer and undergoing a medical exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on August 14, 2023, at midnight if not accepted.
- b. Approval to accept the resignation of fireman Gage Johnson, effective July 29, 2023, and further to seek reimbursement for basic training expenses from the City of Tupelo Fire Department pursuant to MS Code 21-25-3.
- c. Approval to offer employment to Christopher Gossett as a non-certified officer at a pay rate of \$19.48 per hour, contingent upon him accepting said offer and undergoing a psychological evaluation and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on August 14, 2023, at midnight if not accepted.
- d. Approval to offer employment to Jaterious Dean in the water/sewer department at a pay rate of \$16.00 per hour, due to him having a CDL Class A license, contingent upon him accepting said offer and undergoing a medical exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on August 14, 2023, at midnight if not accepted.
- e. Approval to offer employment to Jarrod Corlew as the Civic Center RV park camp host/monitor and be allowed to park his RV free of charge in return for his service. (Will receive 1099)
- f. Approval for donation of leave for Harold Blanton. He has met the requirements needed for this request.
- g. Approval for pay increase of \$1.00 per hour for the following employees for successful completion of locate training, effective August 10, 2023:
 - Levi Burns
 - Austin Towles
 - Hunter French
 - Kelvin Hardrick

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

AUGUST 1, 2023

IN RE: APPROVAL FOR MAYOR TO SIGN LEASE – CODE OFFICE COPIER

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the Mayor be and he is hereby authorized to sign a forty-eight (48) month lease with Southern Duplicating of Clarksdale, Inc. for a copier/scanner for use in the Code Office at a rate of \$135.00 per month plus a \$300.00 per year service fee.

IN RE: 315 WILLOW STREET

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that 315 Willow Street be and it is hereby declared to be a nuisance to the City of Batesville.

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

AUGUST 1, 2023

IN RE: ORDINANCE – INTERNATIONAL FIRE CODE ENFORCEMENT

Upon recommendation of Fire Chief Tim Taylor and upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, the following Ordinance was adopted:

**ORDINANCE SUPPLEMENTING PROVISIONS OF THE
INTERNATIONAL FIRE CODE IN EFFECT IN THE CITY
OF BATESVILLE, MISSISSIPPI, AT THE TIME OF THE
ENFORCEMENT OF THIS ORDINANCE**

BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Batesville, Mississippi, as follows:

SECTION 1.

The following words and phrases have the following meanings in this Ordinance:

- (1) “Person” means any individual, firm, legal entity, or an association of persons or firms or legal entities.
- (2) “Fire Code” means the edition of the International Fire Code in effect in the City of Batesville, Mississippi, at the time(s) this Ordinance is enforced from time to time.

SECTION 2.

The following provisions supplement the provisions of the Fire Code. To the extent that there are contradictions or inconsistencies between the provisions of the Fire Code, and the provisions of this Ordinance, the provisions of this Ordinance shall control (unless the provisions of the Fire Code provide for a greater amount of fines set out for the fines as set out herein or provide more stringent requirements, in which case the provisions of the Fire Code shall control).

SECTION 3.

Unless otherwise provided herein, any person violating any provisions of the Fire Code, and may be allowed up to thirty (30) days from the date of the notice of said violation to correct the violation. If the violation is not corrected within the time allowed then written notification shall be given of the violation and an additional fourteen (14) days to correct the violation may be granted. The time allowed for the correction of any violation set forth herein shall not apply to violations that create or present a clear and harmful threat to human life and human safety. Violations that create or present a clear and harmful threat to human life and human safety shall be corrected immediately

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI**AUGUST 1, 2023**

otherwise the facility shall be closed until such violations are corrected as determined by an inspection by the Batesville Fire Department.

SECTION 4.

The fine for violating any provisions of the Fire Code regulating the following matters shall be as follows:

Street Address Not Posted or Not Visible	\$50.00
Breach in Fire Wall/Fire Stops, per penetration	\$50.00
Fire/Exit Door Inoperative	\$200.00
Sprinkler/Standpipe/Alarm System Needs Testing	\$150.00
Sprinkler/Standpipe or Fire Alarm Inoperable	\$200.00
Removal of or Tampering with Equipment	\$500.00
Sprinkler Heads Blocked/Covered	\$500.00
Portable Fire Extinguishers Not Inspected	\$50.00
Overcrowding	\$500.00
Disabled Fire Alarm/Fire Protection System	\$500.00
Maximum Occupancy Load Certification Not Visibly Posted	\$50.00
Storage In or On Fire Escape	\$500.00
Blocked Stairwells or Stairways	\$500.00
Blocked Means of Egress	\$500.00
No Required Exit Directional Signs	\$50.00
Exit Illumination and Warning Inoperable	\$50.00
Locked Exit Door	\$500.00
Exit or Egress Door Needs Repair	\$50.00
Fire Exit or Aisle Blocked	\$500.00
Refusal to Sign Inspection Report	\$50.00

Upon conviction of a person, or upon a person's plea of nolo contendere, the fine shall be assessed by the Court in the amount set forth above and shall be immediately due and payable. Each calendar day that a violation continues after notice of violation has been served shall be a separate offense.

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

AUGUST 1, 2023

SECTION 5.

The fines for violating provisions of the Fire Code regulating the following matters, which are considered life and safety hazards, shall be as follows:

- (a) The fine for a first violation shall be as set out in Section 4.
- (b) Second and subsequent violations occurring within a period of twelve (12) months

from the date of the first violation shall be One Thousand Dollars (\$1,000.00) and/or imprisonment of up to six (6) months for each provision violated.

- (c) Life and safety hazard provisions:

Disabled Fire Alarm/Fire Protection System; Removal of or Tampering with Other Similar Critical Fire Protection Equipment

Overcrowding

Locked Exit Door

Fire Exit or Aisle Blocked

Fire/Exit Door Inoperative

Blocked Means of Egress

Nothing in this Section shall in any way limit any remedy, punishment, or requirements which may be contained in the Fire Code or International Building Code in effect in the City of Batesville at the time of the enforcement of this Ordinance, nor shall it limit in any way prosecution or bringing of suit for the abatement of a nuisance under applicable state statute. Each calendar day that a violation continues after notice of violation has been served shall be a separate offense.

SECTION 6.

Fees for inspection by the Batesville Fire Department for occupancies which require approval of the Batesville Fire Department for state licensing requirements shall be as follows:

- (a) For initial inspection of a premises there shall be no fee;
- (b) There shall be no fee for annual and semi-annual inspections of the premises.
- (c) There shall be no fee for the first re-inspection after violations are first noted.

The fee for each re-inspection after said first re-inspection shall be \$50.00 for each such re-inspection.

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

AUGUST 1, 2023

SECTION 7.

Except as provided in Section 2, the provisions of this Ordinance control over, and supersede, any provisions of other Ordinances and Codes that address the same matters addressed in this Ordinance; and otherwise, this Ordinance shall be supplemental to any other Ordinances and Code pertaining to fire prevention, protection, and safety.

ADOPTED, ORDAINED AND APPROVED this 1st day of August, 2023.

HAL FERRELL, Mayor

ATTEST:

SUSAN S. BERRYHILL, City Clerk

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

AUGUST 1, 2023

IN RE: SINGLE SOURCE PURCHASE – 8" WATER METER

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that the Water Department be and they are hereby authorized to purchase an 8" Badger water meter from Central Pipe Supply, Inc. in the amount of \$6,715.65. Central Pipe Supply, Inc. is a single source manufacturer/distributor for Badger meters and this is the only product that works with the current reading and billing software used by the City of Batesville. A copy of the quote, single source letter and the certification for single source purchase is on file in the Office of the City Clerk and a copy follows:

 CENTRAL PIPE SUPPLY INC. PIPE / VALVES / FITTINGS		 Quotation	
CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944		EXPIRATION DATE 08/03/2023	QUOTE NUMBER S100342203
		CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944	PAGE NO. 1 of 1
QUOTE TO:		SHIP TO:	
CITY OF BATESVILLE-WATER % WATER DEPARTMENT P O BOX 689 BATESVILLE, MS 38606-0689		CITY OF BATESVILLE-WATER 101 GRAVES ST BATESVILLE, MS 38606-2215	
CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	
5829			
WRITER	SHIP VIA	TERMS	SHIP DATE
MATTHEW WARREN		Net 10th Prox	07/20/2023
ORDER QTY	DESCRIPTION		UNIT PRICE
1ea	8" X 20" BADGER G2 BRONZE E-SERIES METER, USG, W/ TWIST TIGHT CONNECTOR, 5' FT LEAD W/ FIRE SERVICE ADDED OPTION Pn: 58959		6473.450/ea
1ea	BADGER ORION SE ENDPOINT W/ 8" TWIST TIGHT CONNECTOR Pn: 35573		171.200/ea
2ea	8" 150# FLANGE PACK RR FF 1/8" THICK PLATED BOLTING Pn: 5038		35.500/ea
Tax not included. Pricing subject to change due to volatility in the marketplace.			Subtotal S&H Charges
			6715.65 0.00
			Amount Due
			6715.65

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

AUGUST 1, 2023

CERTIFICATION FOR SINGLE SOURCE PURCHASE

I, the undersigned employee of the City of Batesville, Mississippi, do hereby certify to the Mayor and Board of Aldermen of the City of Batesville, Mississippi, the following circumstances and conditions pertaining to the following described Product:

- (1) A full and complete description of the Product that I desire to purchase as a single source item is as follows:
1-8" Badger E Series Meter
- (2) Identify fully the capabilities the Product must possess in order to meet the needs of the City:
Must have the ability to record water flow And communicate with City's reading and billing software.
- (3) Is this Product the only one of its kind that possesses such capabilities?
Yes
- (4) Identify fully the requirements the Product must meet in order to meet the needs of the City:
Record water flow, Communicate with automated meter reading system and billing software
- (5) Is this Product the only one of its kind that meets those requirements?
Yes
- (6) Is the same kind of Product available from more than one source?
No
- (7) Is the same brand of the Product available from more than one source?
No - Again
- (8) Describe the process you went through to determine the non-availability of the kind or brand of Product from the other sources.
Badger Meters is the only meter that will communicate with City's Automated System, Carter Pipe is the sole provider of Badger meters.
- (9) What makes the Product identified at (1) above unique?
Communication Aspects
- (10) Attach documentation that evidences that the vendor is the sole source of the Product.

Based upon the foregoing I hereby certify to the Mayor and Board of Aldermen that I am of the opinion that the Product is a sole source item that may be acquired without competitive bidding and I hereby request and recommend to the Mayor and Board of Aldermen that they adopt and approve this recommendation and direct that the purchase of the Product be made without competitive bidding as a sole source item.

This the 27th day of July, 2023.


SIGNATURE

DAVID KARR
(PRINT NAME OF THE PERSON SIGNING)

Public Works Director
POSITION WITH THE CITY OF BATESVILLE

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

AUGUST 1, 2023

IN RE: EXTENSION OF CITY UTILITIES OUTSIDE THE CITY LIMITS – JEREMIAH & LESLEE MOORE – 300 BETHLEHEM COVE

There came on for discussion the matter of a request for water and sewer services for Jeremiah & Leslee Moore, located at 300 Bethlehem Cove, outside the city limits of Batesville.

Upon recommendation of Assistant Public Works Director Newt Benson and upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that city water and sewer services be provided to Jeremiah & Leslee Moore's property located at 300 Bethlehem Cove, contingent upon and subject to them paying \$3,866.80 (\$1,1389.00 water + \$2,728.80 sewer=\$3,866.80 total) for said service in advance of such extension. A copy of the total amount owed by Jeremiah & Leslee Moore, is as follows:

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

Phone:	Terms:	Salesperson: MARK			
Cust PO:	Ship Via:	Valid Through: 8/1/2023			
Reference: Jeremiah Moore		Taxable	Quantity	Price	Extended
Stock Code	Description				
3/4 ROLL PLAST	3/4 inch black roll plastic	N	300.00	0.54	162.00
BACKHOE#4	Equipment on Job	N	2.00	44.00	88.00
TOTAL OF MISC. MATE	Connection Fee	N	1.00	750.00	750.00
TOTAL OF MISC. MATE	Deposit	N	1.00	100.00	100.00
TRUCK#11	Equipment on Job	N	2.00	19.00	38.00

07/18/2023
 Water Connection Quote for
 Jeremiah and Leslee Moore
 300 Bethlehem Cove

SubTotal:	1,138.00
Tax:	0.00
Shipping:	0.00
Total:	1,138.00

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

AUGUST 1, 2023

Phone:		Terms:		Salesperson: MARK	
Cust PO:		Ship Via:		Valid Through: 8/1/2023	
Reference: Jeremiah Moore					
Stock Code	Description	Taxable	Quantity	Price	Extended
4"SCH40 PIPE	4 inch sch40 pvc pipe	N	240.00	6.22	1,492.80
BACKHOE#4	Equipment on Job	N	6.00	44.00	264.00
TOTAL OF MISC. MATE	Connection Fee	N	1.00	600.00	600.00
TRUCK#11	Equipment on Job	N	6.00	19.00	114.00
TRUCK#17 DUMP	Dump truck	N	6.00	43.00	258.00

07/18/2023
SEWER QUOTE FOR
Jeremiah and Lescee Moore
300 Bethlehem Cove

SubTotal: 2,728.80

Tax: 0.00
Shipping: 0.00
Total: 2,728.80

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

AUGUST 1, 2023

IN RE: QUOTES RECEIVED – GODWIN PUMP

The City of Batesville received the following quotes for a Godwin pump for use in the Wastewater Treatment Plant and the Sewer Department:

Jack Tyler Engineering Incorporated	\$38,464.00
Xylem	\$35,948.00

Upon motion of Alderman Land and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the quote from Xylem in the amount of \$35,948.00 be and it is hereby accepted as the lowest and best quote for a Godwin Pump for use in the Wastewater Treatment Plant and the Sewer Department. A copy of said quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:

July 21, 2023
 City of Batesville
 Attention: Bubba
 Sale Quotation # 143012937
 Page 2 of 2

5570 Old US Hwy 78
 Memphis, TN 38118
 Tel: 662-342-0320

 Let's Solve Water


SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Dri-Prime SD150M Diesel Pump <ul style="list-style-type: none"> • 6" 150# Flange Suction and Discharge • 260mm Trimmed Impeller • Isuzu 4LE2T T4 Diesel Engine • Includes PV380 Engine Controller • GP60 Highway Trailer, 60 Gal Fuel Tank 	\$ 35,948.00	\$ 35,948.00
B	1	Pump Options <ul style="list-style-type: none"> • 6" FCG x 150#FL Mounting Kit • 6" MCG x 150#FL Mounting Kit 	0.00	0.00
C	1	Engine/Motor Options <ul style="list-style-type: none"> • PrimeGuard Controller 	0.00	0.00
D	1	Freight - TBD	TBD	TBD

Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.

NET SALE TOTAL	\$ 35,948.00
----------------	--------------

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions> and incorporated herein by reference and made a part of the agreement between the parties.

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

AUGUST 1, 2023

IN RE: APPROVAL TO OBTAIN BIDS – LEAF LOADER

On motion of Alderman Harrison, second of Alderman Morrow and unanimously carried by a vote being taken, it was ordered that the specifications for the leaf loader be and they are hereby approved and further ordered that the City Clerk publish in *The Panolian*, a legal newspaper published at Batesville, Mississippi, notice for not less than two consecutive weeks that the Mayor and Board of Aldermen will cause an electronic reverse auction to be conducted and will receive bids by electronic bid submission at City Hall at 103 College Street, Batesville, Mississippi. A copy of said specifications are on file in the Office of the City Clerk and a copy follows:

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-10M	M2 PRL-10M (EFF:02/11/15)		
Data Version			
DRL-013	SPECPRO21 DATA RELEASE VER 013		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-219	2023 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	DUAL STEERING, LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 13000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
Truck Service			
AA3-034	SEWER/INDUSTRIAL VACUUM BODY		

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
AF3-2AY	SUPER PRODUCTS		
AF7-99D	EXPECTED BODY/PAYOUT CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-21Y	CUM B6.7 325 HP @ 2400 RPM, 2600 GOV, 750 LB/FT @ 1800 RPM		
Electronic Parameters			
79A-070	70 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-015	PTO MODE ENGINE RPM LIMIT - 2100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-009	PTO MODE CANCEL VEHICLE SPEED - 0 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	ENABLE REGENERATION IN PTO MODE		
80G-002	PTO MINIMUM RPM - 700		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 IEPA/CARB/FINAL GHG17 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	IDR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-098	(2) ALLIANCE MODEL 1231XOE, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
33M-001	AUXILIARY POWER NET DISTRIBUTION BLOCK FOR BODY BUILDER USE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
266-078	950 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84L-010	DISABLE - LOAD BASED SHIFT SCHEDULE, DISABLE - VEHICLE ACCELERATION CONTROL		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-038	MARKER LAMP CONNECTION FOR BODY BUILDERS		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-807	CUSTOMER INSTALLED MUNCIE CS41 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1EA	DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	COMMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-1D8	13,300# TAPERLEAF FRONT SUSPENSION	75	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62H-010	FRONT SUSPENSION WITH LEFT HAND OFFSET SHACKLE BRACKET	4	
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1G7	DETROIT DA-RS-20.0-4 20,000# R-SERIES SINGLE REAR AXLE	10	
421-556	5.56 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES NO HANGER BEARINGS MOUNTED BETWEEN 20" AND 49" BOC.		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	COMMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
622-284	AIRLINER 21,000# REAR SUSPENSION		
621-007	AIRLINER HIGH POSITION RIDE HEIGHT		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
666-050	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH GAUGE		

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
87D-001	REAR AIR SUSPENSION DUMP VALVE AUTOFILL WITH IGNITION OFF OR >5 MPH WITH INDICATOR LIGHT		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-004	REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-001	STEEL AIR BRAKE RESERVOIRS		
* PARALLEL TANKS MOUNTED RH OUTBOARD 24" CLEAR OF BACK OF CAB..SAME STYLE MOUNT AS JU6101 BUT IN THE NEW AFT POSITION.			
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-041	SAE J560 7-WAY PRIMARY CABLE RECEPTACLE MOUNTED END OF FRAME WITH 36" ADDITIONAL CABLE AT REAR CROSSMEMBER	5	5
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
545-487	4875MM (192 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	120	120
552-134	1050MM (41 INCH) REAR FRAME OVERHANG		
55W-004	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	10	-80
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 126.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 123.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 262.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 126.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 120.08 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 111.67 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
* 562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S) MOUNT AT 20" BOC		
* 563-001	CROSSMEMBER-MIDSHIP #2 MOUNT AT 68" BOC		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
* 606-211	DRLG PREP FOR SUPER PRODUCTS PER DWG 0029540 REV B		
Fuel Tanks			
204-219	70 GALLON/264 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	30	10

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2C7	HANKOOK DL11 11R22.5 16 PLY RADIAL FRONT TIRES	30	
094-2C6	HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES		60
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS	-50	
505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-100
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
629-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
678-001	LH AND RH GRAB HANDLES		

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-090	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING FOR COMBINED STOP/TURN LIGHTS TO FOUR FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AM	OPAL GRAY CLOTH INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
694-010	IN DASH STORAGE BIN		
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
693-008	PLASTIC MANIFEST BOX - LH AND RH DOORS		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
*	689-803 PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER, PLUMBING FROM ENGINE TO BACK OF CAB WITH SHUTOFF VALVES		
	MOUNTING LOCATION TO BE 4" FORWARD FROM JU6101 IF POSSIBLE. TO BE DISCUSSED WITH FTL AND CONFIRMED IF POSSIBLE.		
170-015	STANDARD HEATER PLUMBING		
*	724-001 AUXILIARY HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		

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

AUGUST 1, 2023

Data Code	Description	Weight Front	Weight Rear
679-001	OVERHEAD INSTRUMENT PANEL		
746-114	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-008	AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000	PAINT: ONE SOLID COLOR
---------	------------------------

Color

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX

Data Code	Description	Weight Front	Weight Rear
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
---------	--

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6351 lbs	3608 lbs	9959 lbs
Total Weight ⁺	6351 lbs	3608 lbs	9959 lbs

(*) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

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

AUGUST 1, 2023

IN RE: GOOD SAM ADVERTISING RENEWAL

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the Mayor be and he is hereby authorized to sign the Good Sam document, a copy of which is set forth below provided that the standard contract addendum, a copy of which is below, shall be attached to and be a part of the document. A copy of the document and addendum are on file in the Office of the City Clerk.



PO Box 9292
Oxnard, CA 93031
(800) 685-6246

2024 Edition

Batesville Civic Center RV Park

File # 201520015 Batesville, MS Public Park Territory: MS

Unique Account:

Profile 11/2

ADV Code **156022** Agency Code **780** Rep Code **780** Rep Name

Total Investment

\$3,382.00

Pre-pay the entire order and save 4%

\$3,246.72

Sign Proposal

Signing signifies agreement with the Good Sam Campground & Coupon Guide Terms and Conditions, Copyright License Agreement, and the Affiliate Network Terms and Conditions (applies to Good Sam Affiliates only) as shown below & following page(s).

Signature

Print Name / Title

Date

GOOD SAM CAMPGROUND GUIDE TERMS AND CONDITIONS

("Ad Terms and Conditions")

By submitting print and/or digital advertising copy (the "Ad Copy") to TL Enterprises, LLC (an affiliate of Good Sam Enterprises, LLC and referred to herein as "Good Sam") and Good Sam accepting such Ad Copy and generating a "Marketing Order," Advertiser agrees to comply with the following terms and conditions:

1. Advertiser represents that the person submitting Ad Copy has the authority to bind Advertiser to these Ad Terms and Conditions. Advertiser is bound by these Ad Terms and Conditions for the term indicated in the Marketing Order.
2. All Ad Copy is subject to Good Sam's approval.
3. Good Sam reserves the right to republish any prior Ad Copy submitted by Advertiser if new Ad Copy is not submitted by the time requested by Good Sam, including those dates set forth in these Ad Terms and Conditions.
4. Good Sam cannot guarantee specific placement of Ad Copy.
5. Good Sam reserves the right to make any Ad Copy placement changes to spotlight advertising at its sole discretion.
6. Good Sam reserves the right to change the layout of an Ad Copy without changing the overall ad size.
7. Good Sam reserves the right to request design adjustments based on design requirements delivered to the Advertiser.
8. Advertiser shall receive a 15% agency discount on net print advertising space and color for advertising agencies furnishing an ad insertion order and electronic art, which discount will be reflected in the Marketing Order.
9. Advertiser shall remit payments in the amount and on the date(s) described in the Marketing Order; provided, however, all invoices are due net 30 days from invoice date. Any past due amounts shall bear an interest charge at the rate of 1.0% per month. If collection becomes necessary, Advertiser agrees to pay all collection costs, including attorneys' fees.
10. Advertiser agrees and acknowledges that Advertiser will remain liable for full payment of invoices in the event there is a change of ownership or control in Advertiser's business.
11. All advertising package cancellations must be submitted in writing within 30 days of the accepted Marketing Order. Notwithstanding the foregoing, the below products have special cancellation dates related to print product constraints:
 - a. Cancellation for special print advertising, such as spotlights, welcome section, and map ads must be submitted in writing prior to August 18, 2023 for the 2024 publishing year.
 - b. Cancellation for all other print advertising must be submitted in writing prior to September 25, 2023 for the 2024 publishing year.
12. Good Sam cannot guarantee an ad proof for any Marketing Order received after September 25, 2023 for the 2024 publishing year.
13. 2024 publishing year digital products will run mid-November 2023 to mid-November 2024 unless otherwise defined in the Marketing Order.
14. For advertising packages after the 2024 publishing year: Good Sam will deliver print ad proof dates by March 31 of the year prior. Example: for the 2025 publishing year, all required print ad proofs and requested ad adjustments dates will be delivered to the Advertiser by March 31 of 2024.
15. Good Sam is not responsible for errors appearing in any Ad Copy or listing.

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

AUGUST 1, 2023

16. Advertiser represents that the Ad Copy (a) is true and accurate and (b) does not violate or infringe upon any copyright, trademark, service mark, or any other intellectual property or other rights of any party.
17. These Ad Terms and Conditions expressly incorporate the terms of the Copyright License Agreement, attached hereto, to which Advertiser agrees to be bound.
18. Advertiser shall indemnify, defend, and hold harmless Good Sam and its affiliated companies, and each of their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, judgments, settlements, interest, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("Losses") arising out of or in connection with any third party claim, suit, action, or proceeding (each a "Third-Party Claim") relating to any actual or alleged (a) breach by Advertiser of any representation, warranty, or obligation under these Ad Terms and Conditions, including, without limitation, Third-Party Claims that any Ad Copy submitted by Advertiser to Good Sam hereunder are not true and accurate or infringe a third party's intellectual property or other rights or (b) Advertiser's negligence, willful misconduct, or violation of law.
19. ADVERTISER'S SOLE REMEDY FOR GOOD SAM'S BREACH OF THESE AD TERMS AND CONDITIONS IS A REFUND OF THE FEES PAID FOR THE ADVERTISING COPY AT ISSUE.
20. These Ad Terms and Conditions are governed by and construed in accordance with the law of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any other state. Any legal suit, action, or proceeding arising out of these Ad Terms and Conditions will be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the city of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Copyright License Agreement

1. We agree to the Copyright License Agreement (<https://camp-angular.staging.frontends.cwgscloud.local/cia/2024>).

2024 Affiliate Network Terms and Conditions

1. **Applicability.** These terms and conditions (the "Affiliate Network Terms and Conditions") govern those individuals ("Advertisers") who enter into a Good Sam North American Campground Guide Marketing Order (the "Marketing Order") with TL Enterprises, LLC (an affiliate of Good Sam Enterprises, LLC and referred to herein as "Good Sam") and have been selected to be part of the Good Sam Campground Network, Good Sam RV Storage Network, or Good Sam Mobile Service Network (the "Affiliate Network"), as applicable to the Advertiser's business and indicated on the Marketing Order. These Affiliate Network Terms and Conditions along with the (a) Marketing Order, (b) the Copyright License Agreement, and (c) the Good Sam Campground Guide Terms and Conditions.
2. **Term.** Advertiser shall remain part of the Affiliate Network for the term (which may be for multiple years) indicated on the Marketing Order (the "Term") unless earlier terminated as provided in these Affiliate Network Terms and Conditions. In addition to the other termination rights set forth herein, Good Sam may terminate the Agreement at any time upon written notice to Advertiser if Advertiser fails to comply with the Agreement. On the expiration or termination of the Agreement for any reason, all rights and licenses granted pursuant to the Agreement cease, and, for the avoidance of doubt, Advertiser shall cease all use of the Good Sam Marks. Advertiser shall promptly, but no later than five (5) business days after such expiration or termination, (a) cease all use of the Good Sam Marks and (b) return to Good Sam or, at Good Sam's option, destroy, at Advertiser's expense, (i) all records and copies of advertising and promotional materials in its possession or control containing the Good Sam Marks and (ii) any Confidential Information of Good Sam and all copies thereof. Advertiser agrees to pay Good Sam \$5,000 per year, payable in advance and non-refundable under any circumstances, if Advertiser does not cease its use of the Good Sam Marks in accordance with this Section 2. The following provisions shall survive any expiration or termination of the Agreement: Sections 2, 5 (until paid), and 10-21.
3. **Affiliate Network for Facility.** Advertiser's facility identified on the Marketing Order ("Facility") shall be designated as a member of the Affiliate Network so long as Advertiser maintains a high standard of service and amenities consistent with the high standards, quality, and image of Good Sam (the "Good Sam Minimum Standards") and otherwise complies with the Agreement.
4. **Facility Rates.** Advertisers who are part of the Good Sam Campground Network agree to (a) post overnight rates or have printed overnight rate sheets available and (b) provide Good Sam members who present a valid membership card at registration a 10% discount (the "Discount"). The Discount shall be applied to the total overnight rate, with no blackout periods, including weekends and holidays, and shall be applied regardless of the member's method of payment.
5. **Payments.** Advertiser shall remit payments in the amount and on the date(s) described in the Marketing Order; provided, however, all invoices are due net thirty (30) days from invoice date. Fees paid to be part of the Affiliate Network are nonrefundable even if the Agreement is terminated prior to the expiration of the Term. Any past due amounts shall bear an interest charge at the rate of one percent (1.0%). If collection becomes necessary, Advertiser agrees to pay all collection costs, including attorneys' fees.
6. **Inspection.** Advertiser shall permit Good Sam to inspect the Facility at all reasonable times to ensure compliance with the Good Sam Minimum Standards and other specifications or requirements set forth by Good Sam from time to time. Inspections shall take place as Good Sam deems necessary. Good Sam may, in its sole discretion, immediately terminate the Agreement if an Advertiser's Facility falls below the Good Sam Minimum Standards or otherwise does not comply with the Agreement.
7. **Territory Restrictions.** Advertiser shall not conduct advertising in or specifically aimed at any country outside of the United States or Canada.
8. **License.** Good Sam hereby grants Advertiser during the Term a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Good Sam Marks in connection with Advertiser's promotion and advertising of the Facility. As used in the Agreement, "Good Sam Marks" mean those trademarks, service marks, logos, designs, names, or other designations, whether registered or unregistered, including the listed registrations and applications and any registrations which may be granted pursuant to such applications, provided by Good Sam from time to time. Good Sam hereby reserves all rights not expressly granted to Advertiser under this Agreement. Good Sam may, from time to time, change the Good Sam Marks, and Advertiser agrees to make requested changes to the Good Sam Marks in all advertising and other materials within ninety (90) days of receipt of the notice of the change. If Advertiser does not make the aforementioned changes to the Good Sam Marks within such ninety (90) day period, Advertiser agrees to pay a monthly fee of \$250, payable in advance for each applicable month and non-refundable under any circumstances, until the Good Sam Marks are changed in accordance with this Section 8.
9. **Usage Guidelines.** Advertiser shall comply with all instructions from Good Sam regarding the form and use of the Good Sam Marks. Advertiser shall not alter or otherwise misuse the Good Sam Marks in any way. Any use of the Good Sam Marks shall contain the ® or ™ symbol, as directed by Good Sam, and include the following disclaimer or other disclaimer provided by Good Sam: "GOOD SAM and the GOOD SAM ICON are registered trademarks of Good Sam Enterprises, LLC and used with permission. Unauthorized use of any of Good Sam Marks is expressly prohibited." Advertiser shall prominently display the Good Sam Marks to show it is part of the Affiliate Network, including in all display advertising in the Good Sam North American Campground Guide.
10. **Ownership Of Good Sam Marks.** Advertiser acknowledges that (a) Good Sam is the owner of the Good Sam Marks and all goodwill related thereto and (b) all use of the Good Sam Marks under the Agreement and any goodwill accruing from such use will inure solely to Good Sam's benefit. Advertiser shall not use the Good Sam Marks or any mark confusingly similar thereto, individually or in combination, as part of its corporate, Facility, or trade name, or any domain name. Advertiser shall not grant or attempt to grant a security interest in, or otherwise encumber, the Good Sam Marks or record any such security interest or encumbrance against any application or registration regarding the mark in the United States Patent and Trademark Office or elsewhere. If Advertiser acquires any rights in the Good Sam Marks, by operation of law or otherwise, Advertiser hereby irrevocably assigns such rights to Good Sam without further action by any of the parties. Advertiser shall not dispute or challenge, or assist any third party in disputing or challenging, Good Sam's rights in and to the Good Sam Marks or the validity of the Good Sam Marks.
11. **Compliance With Laws.** Advertiser shall comply with and shall ensure its facility complies with all applicable laws, rules, regulations, and ordinances.
12. **Taxes.** If Advertiser is authorized to sell Good Sam memberships, Advertiser shall pay for all sales tax imposed by any governmental authority. If Advertiser qualifies for a sales tax exemption in any state which would otherwise require payment of sales tax on Advertiser's sale of a Good Sam membership, Advertiser must provide Good Sam with the sales tax exemption certificate or a statement containing the elements required to claim an exemption. Advertiser is responsible for all sales taxes, interest, or penalties assessed by any government authority as a result of Advertiser's failure to pay sales tax as required. Advertiser shall hold Good Sam harmless from and against any fines, costs, penalties, interest, or awards incurred by Advertiser or Good Sam arising out of any claim of a government authority relating to Advertiser's failure to pay sales tax on the sale of Good Sam memberships.
13. **Confidentiality.** Each party (the "Receiving Party") acknowledges that in connection with this Agreement it will have access to information that is treated as confidential by the other party (the "Disclosing Party"), including information about its business operations and strategies, goods and services, customers, pricing, marketing, and other sensitive and proprietary information (collectively, the "Confidential Information"). The Receiving Party shall (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's

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

AUGUST 1, 2023

Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Agreement; and (c) not disclose any such Confidential Information to any third party, except to the Receiving Party's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The foregoing non-disclosure and use restrictions shall not apply to Confidential Information that, at the time of disclosure and as established by documentary evidence (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 13 by the Receiving Party; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the reasonable knowledge of the Receiving Party; (iii) was known by or in the possession of the Receiving Party prior to being disclosed by or on behalf of the Disclosing Party on a non-confidential basis; or (iv) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; provided that the Receiving Party has given the Disclosing Party prior written notice of such disclosure and an opportunity to contest such disclosure and to seek a protective order or other remedy, if permitted by applicable law.

14. **Personal Information.** Confidential Information shall include personal information of Good Sam members ("Member Information"). In the event Advertiser has access to or is given access to personal information of Good Sam members or other Good Sam customers, such information shall be considered the Confidential Information of Good Sam. Advertiser shall not use or disclose Member Information for any purpose other than fulfilling the terms of the Agreement. Member Information and other Confidential Information to which Advertiser may have access will at all times remain Good Sam property, and Advertiser acquires no rights or interests in such Confidential Information. In addition to the requirements set forth in Section 13, Advertiser shall use commercially reasonable measures in accordance with industry practices and based on the sensitivity of the Confidential Information provided to it to secure Confidential Information and systems to which Advertiser has access and, at Good Sam's reasonable request, will provide Good Sam with a written summary of such practices. In addition, Advertiser shall use commercially reasonable efforts to comply with any specific measures reasonably requested by Good Sam. Advertiser will immediately advise Good Sam of any unauthorized access to or use, disclosure, loss, or alteration of Confidential Information in Advertiser's possession or control, and, promptly at Advertiser's own expense, take actions as Good Sam requests, including to comply with applicable laws and regulations governing data breaches and related matters. Advertiser will be responsible for any costs, fines, penalties, or other losses that Good Sam incurs as a result of any unauthorized access to or use, disclosure, loss, or alteration of Good Sam's Confidential Information in Advertiser's possession or control or otherwise due to Advertiser's acts or omissions.
15. **INDEMNIFICATION.** Advertiser shall indemnify, defend, and hold harmless Good Sam and its affiliated companies, and each of their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, judgments, settlements, interest, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("Losses") arising out of or in connection with any third party claim, suit, action, or proceeding (each a "Third-Party Claim") relating to any actual or alleged (a) breach by Advertiser of any representation, warranty, or obligation under this Agreement, including, without limitation, Third-Party Claims that any advertising copies submitted by Advertiser to Good Sam hereunder are not true and accurate or infringe a third party's intellectual property or other rights or (b) Advertiser's negligence, willful misconduct, or violation of law. Promptly after receipt by Good Sam of notice of any Third-Party Claim that may result in a claim for indemnification hereunder, Good Sam shall give Advertiser notice thereof. Advertiser shall have complete control of the defense and settlement of the claim, provided that no settlement may be made without the consent of Good Sam, such consent not to be unreasonably withheld or delayed. Good Sam shall provide reasonable cooperation in the defense as Advertiser may request and at Advertiser's expense. Good Sam has the right to participate in the defense of the Third-Party Claim with counsel of its choice and at its own expense. IN NO EVENT WILL GOOD SAM BE LIABLE UNDER THE AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. IN NO EVENT WILL GOOD SAM'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE BY ADVERTISER PURSUANT TO THIS AGREEMENT.
6. **Insurance.** At all times during the Term Advertiser shall procure and maintain, at its sole cost and expense, commercial general liability insurance with limits no less than \$500,000 per occurrence and \$1,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Advertiser under this Agreement.
7. **Independent Contractors.** The parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency relationship or franchise between Good Sam and Advertiser. Neither party has any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party. Each party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under this Agreement will be accomplished.
8. **Notices.** All notices required by this Agreement must be in writing and will be deemed to have been given (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email with confirmation of transmission or receipt if sent during normal business hours of the recipient and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated in the Marketing Order with a copy to 250 Parkway Drive, Suite 270, Lincolnshire, IL 60069, Attn: General Counsel if to Good Sam.
9. **Entire Agreement.** These Affiliate Network Terms and Conditions along with the (a) Marketing Order, (b) the Copyright License Agreement, and (c) the Good Sam Campground Guide Terms and Conditions, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. These Affiliate Network Terms and Conditions may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
10. **Severability.** If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent permitted under applicable law.
11. **Governing Law.** The Agreement is governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any other state. Any legal suit, action, or proceeding arising out of the Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the city of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Products

1-1/2 Inch

Traffic #: MS047308

Placement: List

Ad Town: Batesville

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

AUGUST 1, 2023

Ad State / Prov: MS

Profile: Partner**Add-ons**

Adventure Seekers: Partner

Attractions & Entertainment: Partner

Discounts

Rate Adjustment

Total Investment**\$3,382.00****Pre-pay the entire order and save 4%****\$3,246.72**

Cancellation must be submitted in writing by September 23, 2023. All quoted rates in accordance with the latest rate card. Make all checks payable to GS Media & Events and payable in US funds. In Canada, Canadian Funds accepted.

Terms and conditions are part hereof.

Customer Info**Advertiser Info****Bill To (if different)**

Roy W Hyde
290 Civic Center
Batesville, MS 38606
(662)563-1392

STANDARD CONTRACT ADDENDUM

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

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

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

AUGUST 1, 2023

IN RE: APPROVAL FOR ADVERTISING – MOBILE EXAM UNIT

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

RESOLUTION

Whereas, the Risk Underlying Rural Areas Longitudinal (RURAL) Study's mobile exam unit will be parked at Panola Medical Center in order to address health needs of various people of the community; and

Whereas, advertising of the foregoing on the Civic Center sign will advertise and bring into favorable notice the opportunities, possibilities, and resources of the City of Batesville and will be helpful toward advancing the moral, financial, and other interest of the City of Batesville; and

Whereas, the City of Batesville is authorized under and by virtue of Sections 17-3-1 and -3 of the Mississippi Code of 1972 to set aside, appropriate, and expend monies, not to exceed one (1) mill of its respective valuation assessment, for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Batesville, Mississippi; and

Whereas, the Mayor and Board of Aldermen do hereby find and determine that the use of the Civic Center lighted sign for advertising the mobile exam unit would not exceed the one (1) mill of the respective valuation and assessment of the City of Batesville and that said use of the Civic Center lighted sign would be for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Batesville, Mississippi, and that such would be helpful toward advancing the moral, financial, healthcare and other interests of the City of Batesville, Mississippi; and

Whereas, the Mayor and Board of Aldermen do hereby find and determine that such a use of the sign comes within the authority granted by the aforesaid sections of the Mississippi Code of 1972.

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

1.

That the City of Batesville, Mississippi, shall allow the Risk Underlying Rural Areas Longitudinal (RURAL) Study's mobile exam unit the use of the Civic Center's lighted sign and also for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Batesville, Mississippi, and that the use of said lighted sign for said purpose will be helpful towards advancing the moral, financial, health care and other interests of the City of Batesville, Mississippi.

RESOLVED this the 1st day of August, 2023.

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

AUGUST 1, 2023

IN RE: SURPLUS PROPERTY – CIVIC CENTER

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

RESOLUTION

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:

Luxore Tv cart Video player and stand – Number sticker on cart 04672
Rca Tv – number sticker on tv 04678
Office chair vinyl red color broken – no number sticker on side
Emerson computer monitor – no number sticker
Logitech Keyboard and mouse damaged
Two sitting chairs red cloth and brown legs

IN RE: LANDSCAPE ON THE DOWNTOWN SQUARE

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Public Works Director David Karr be and he is hereby instructed to get a count on the dead bushes on the Downtown Square and possibly get them replaced.

Alderman Harrison left the meeting

IN RE: ALLOW CLAIMS

On motion made by Alderman Dugger, second by Alderman Land and unanimously carried upon a vote being taken there, it was ordered by the Mayor and Board of Aldermen of the City of Batesville, Mississippi that claims numbered 38706-39372 (includes the Co-Op) be and the same are hereby approved and allowed and shall be paid by Warrant drawn on the fund indicated.

Alderman Harrison returned to the meeting

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

AUGUST 1, 2023

**IN RE: CLEANUP HEARING - 3:00 P.M.
CLEANUP HEARING – C. G. BAKER INVESTMENTS, INC. (118
DORA STREET)**

Chief Building Official Andy Berryhill explained the purpose of the hearing to determine whether or not the hereinafter described parcel of real property, owned by C. G. Baker Investments, Inc. located at 118 Dora Street in the City of Batesville is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, to-wit:

Parcel Number as shown in the Office of the Panola County Tax Assessor and Collector: 3183G0002410 530000300, Lot (60 x 96.7), PT Block 53 Old Town of Panola, Section 5, Township 9, Range 7 recorded in Deed Book 2019 at Page 2270 in the Batesville Office of the Chancery Clerk of Panola County, Mississippi

No one was present in support of nor opposition of said clean up hearing.

The Mayor and Board heard and received evidence relating to the condition of said property and its affect upon the public health, safety and welfare of the community.

The hearing was concluded.

**IN RE: REPORT OF CLEANUP PROPERTY – C. G. BAKER
INVESTMENTS, INC. (118 DORA STREET)**

Chief Building Official Andy Berryhill advised the Mayor and Board of Aldermen that the property owned by C. G. Baker Investments, Inc. located at 118 Dora Street had been satisfactory cleaned and no further action is needed at this time on said matter.

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

AUGUST 1, 2023



City of Batesville Code Office

Building, Planning, Zoning, & Permitting

146 Public Square
 P.O. Box 689
 Batesville, MS 38606
 Phone: 662-563-6621

July 10, 2023

C. G. Baker Investments, Inc.
 c/o Mr. Gaines Baker
 136 Public Square
 Batesville, MS 38606

C. G. Baker Investments, Inc.
 c/o Mr. Gaines Baker
 118 Dora Street
 Batesville, MS 38606

Re: Parcel Number as shown in the Office of the Panola County Tax Assessor and Collector: 3183G0002410 530000300, Lot (60 x 96.7), PT Block 53 Old Town of Panola, Section 5, Township 9, Range 7 recorded in Deed Book 2019 at Page 2270 in the Batesville Office of the Chancery Clerk of Panola County, Mississippi

Dear Mr. Baker:

This notice is provided to you by the City of Batesville, Mississippi ["City"], pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended. This notice is very important and deserves your immediate attention.

The Mayor and Board of Aldermen of the City of Batesville, Mississippi ["Mayor and Board"], will conduct a hearing at City Hall located at 103 College Street, Batesville, Mississippi, on the 1st day of August, 2023, at 3:00 o'clock p.m. to determine whether your property identified above is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

If, at the hearing, the Mayor and Board adjudicate that said property in its then condition is a menace to the public health, safety, and welfare of the community, and is, therefore, in need

Bradie Bailey
 Secretary/Receptionist

Andy Berryhill
 Chief Building Official

Briar Hodges
 Building Inspector

Barry Thompson
 Code Enforcement Officer

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI**AUGUST 1, 2023**

of cleaning, then: (a) if you do not do so yourself, the City of Batesville shall proceed to clean the property, by use of City of Batesville employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, and other debris; and draining cesspools and standing water therefrom; (b) such adjudication will authorize the City of Batesville to re-enter the property for purposes of cleaning for a period of two (2) years after the final adjudication without any further hearing if notice is posted on the property and at City Hall or another place in the City of Batesville where such notices are generally posted at least seven (7) days before the property is re-entered for cleaning.

If the city cleans the property, then after the property has been cleaned, the Mayor and Board will adjudicate the actual cost of cleaning the property and will also impose a penalty in an amount of One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of cleaning the property, whichever is more. This cost and penalty may become a civil debt against you and/or, at the option of the Mayor and Board, an assessment against the property.

If the Mayor and Board declares that the cost and penalty shall be collected as a civil debt against you, they may authorize the institution of a lawsuit against you for the cost and any penalty plus court costs, reasonable attorney's fees, and interest from the date that the property was cleaned.

If the Mayor and Board declares that the cost and penalty shall be collected as an assessment against the property, then the assessment shall be a lien against the property and may be enrolled in the Batesville Office of the Chancery Clerk of Panola County, Mississippi, as other judgments are enrolled. The lien against the property shall be an encumbrance upon the property and shall follow title to the property. The assessment will be included with the municipal ad valorem taxes on the property and payment of the assessment will be enforced in the same manner in which payment is enforced for municipal ad valorem taxes on the property. The assessment levied shall become delinquent at the same time municipal ad valorem taxes become delinquent.

These proceedings are instituted by the Mayor and Board pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended. All decisions rendered by the Mayor and Board of Aldermen pursuant to this Section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

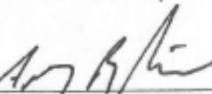
A copy of this Notice shall be recorded in the minutes of the Mayor and Board in conjunction with the above referenced hearing.

This is a very serious and important matter. You should take steps to clean this property immediately. You should make every effort to be present at the hearing or have someone appear on your behalf. The hearing will be conducted as scheduled whether or not you or someone on your behalf appears at the hearing. The Mayor and Board earnestly solicits your cooperation in resolving this matter.

Very truly yours,

CITY OF BATESVILLE, MISSISSIPPI

By: _____


Andy Berryhill
Chief Building Official

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

AUGUST 1, 2023

*118 Dora Street*AFFIDAVIT OF MAILING AND POSTING

STATE OF MISSISSIPPI

COUNTY OF PANOLA

The undersigned after having been duly sworn states upon oath as follows:

1.

A true and correct copy of the Notice to the owner of the property referred to herein is attached hereto as Exhibit "A".

2.

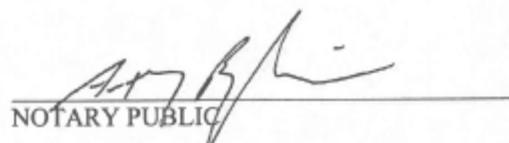
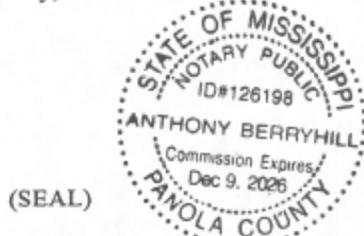
At least two (2) weeks before the date of the hearing set forth in the Notice, I mailed, by United States Mail postage prepaid, the Notice to the address of the subject property identified in the Notice unless it is vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax.

3.

At least two (2) weeks before the date of the hearing set forth in the Notice, I posted the Notice on the property identified in the Notice and at the Batesville City Hall located at 103 College Street, Batesville, Mississippi 38606.

SWORN TO AND SUBSCRIBED before me, on this 11th day of

July, 2023.


NOTARY PUBLIC

My Commission Expires: _____

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

AUGUST 1, 2023

**IN RE: CLEANUP HEARING - 3:00 P.M.
CLEANUP HEARING – C. G. BAKER INVESTMENTS, INC. (202
JEFFERIES STREET)**

Chief Building Official Andy Berryhill explained the purpose of the hearing to determine whether or not the hereinafter described parcel of real property, owned by C. G. Baker Investments, Inc. located at 202 Jefferies Street in the City of Batesville is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, to-wit:

Parcel Number as shown in the Office of the Panola County Tax Assessor and Collector: 3183Q0000100 230002100, Part of Lot 5 (75 x 80), Block 23 Original Town of Batesville, Section 8, Township 9, Range 7 recorded in Deed Book C9 at Page 609 in the Batesville Office of the Chancery Clerk of Panola County, Mississippi

No one was present in support of nor opposition of said clean up hearing.

The Mayor and Board heard and received evidence relating to the condition of said property and its affect upon the public health, safety and welfare of the community.

The hearing was concluded.

**IN RE: REPORT OF CLEANUP PROPERTY – C. G. BAKER
INVESTMENTS, INC. (202 JEFFERIES STREET)**

Chief Building Official Andy Berryhill advised the Mayor and Board of Aldermen that the property owned by C. G. Baker Investments, Inc. located at 202 Jefferies Street had been satisfactory cleaned and no further action is needed at this time on said matter.

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

AUGUST 1, 2023



City of Batesville Code Office

Building, Planning, Zoning, & Permitting

146 Public Square
 P.O. Box 689
 Batesville, MS 38606
 Phone: 662-563-6621

July 10, 2023

C. G. Baker Investments, Inc.
 c/o Mr. Gaines Baker
 136 Public Square
 Batesville, MS 38606

C. G. Baker Investments, Inc.
 c/o Mr. Gaines Baker
 202 Jefferies Street
 Batesville, MS 38606

Re: Parcel Number as shown in the Office of the Panola County Tax Assessor and Collector: 3183Q0000100 230002100, Part of Lot 5 (75 x 80), Block 23 Original Town of Batesville, Section 8, Township 9, Range 7 recorded in Deed Book C9 at Page 609 in the Batesville Office of the Chancery Clerk of Panola County, Mississippi

Dear Mr. Baker:

This notice is provided to you by the City of Batesville, Mississippi [“City”], pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended. This notice is very important and deserves your immediate attention.

The Mayor and Board of Aldermen of the City of Batesville, Mississippi [“Mayor and Board”], will conduct a hearing at City Hall located at 103 College Street, Batesville, Mississippi, on the 1st day of August, 2023, at 3:00 o’clock p.m. to determine whether your property identified above is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

If, at the hearing, the Mayor and Board adjudicate that said property in its then condition is a menace to the public health, safety, and welfare of the community, and is, therefore, in need

Bradie Bailey
 Secretary/Receptionist

Andy Berryhill
 Chief Building Official

Briar Hodges
 Building Inspector

Barry Thompson
 Code Enforcement Officer

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI**AUGUST 1, 2023**

of cleaning, then: (a) if you do not do so yourself, the City of Batesville shall proceed to clean the property, by use of City of Batesville employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, and other debris; and draining cesspools and standing water therefrom; (b) such adjudication will authorize the City of Batesville to re-enter the property for purposes of cleaning for a period of two (2) years after the final adjudication without any further hearing if notice is posted on the property and at City Hall or another place in the City of Batesville where such notices are generally posted at least seven (7) days before the property is re-entered for cleaning.

If the city cleans the property, then after the property has been cleaned, the Mayor and Board will adjudicate the actual cost of cleaning the property and will also impose a penalty in an amount of One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of cleaning the property, whichever is more. This cost and penalty may become a civil debt against you and/or, at the option of the Mayor and Board, an assessment against the property.

If the Mayor and Board declares that the cost and penalty shall be collected as a civil debt against you, they may authorize the institution of a lawsuit against you for the cost and any penalty plus court costs, reasonable attorney's fees, and interest from the date that the property was cleaned.

If the Mayor and Board declares that the cost and penalty shall be collected as an assessment against the property, then the assessment shall be a lien against the property and may be enrolled in the Batesville Office of the Chancery Clerk of Panola County, Mississippi, as other judgments are enrolled. The lien against the property shall be an encumbrance upon the property and shall follow title to the property. The assessment will be included with the municipal ad valorem taxes on the property and payment of the assessment will be enforced in the same manner in which payment is enforced for municipal ad valorem taxes on the property. The assessment levied shall become delinquent at the same time municipal ad valorem taxes become delinquent.

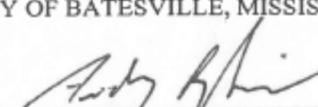
These proceedings are instituted by the Mayor and Board pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended. All decisions rendered by the Mayor and Board of Aldermen pursuant to this Section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

A copy of this Notice shall be recorded in the minutes of the Mayor and Board in conjunction with the above referenced hearing.

This is a very serious and important matter. You should take steps to clean this property immediately. You should make every effort to be present at the hearing or have someone appear on your behalf. The hearing will be conducted as scheduled whether or not you or someone on your behalf appears at the hearing. The Mayor and Board earnestly solicits your cooperation in resolving this matter.

Very truly yours,

CITY OF BATESVILLE, MISSISSIPPI

By: 
Andy Berryhill
Chief Building Official

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

AUGUST 1, 2023

*202 Jefferies Street*AFFIDAVIT OF MAILING AND POSTING

STATE OF MISSISSIPPI

COUNTY OF PANOLA

The undersigned after having been duly sworn states upon oath as follows:

1.

A true and correct copy of the Notice to the owner of the property referred to herein is attached hereto as Exhibit "A".

2.

At least two (2) weeks before the date of the hearing set forth in the Notice, I mailed, by United States Mail postage prepaid, the Notice to the address of the subject property identified in the Notice unless it is vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax.

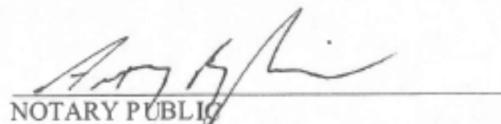
3.

At least two (2) weeks before the date of the hearing set forth in the Notice, I posted the Notice on the property identified in the Notice and at the Batesville City Hall located at 103 College Street, Batesville, Mississippi 38606.

SWORN TO AND SUBSCRIBED before me, on this 11th day of

July, 2023.

(SEAL)

My Commission Expires Dec 9, 2026
NOTARY PUBLIC

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

AUGUST 1, 2023

**IN RE: CLEANUP HEARING - 3:00 P.M.
CLEANUP HEARING – BELLAMARE DEVELOPMENT, LLC
(HIGHWAY 6 EAST LOT)**

Chief Building Official Andy Berryhill explained the purpose of the hearing to determine whether or not the hereinafter described parcel of real property, owned by Bellamare Development, LLC located at Highway 6 East (empty lot) in the City of Batesville is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, to-wit:

MS Highway 6 East Empty Lot
Parcel Number as shown in the Office of the Panola County Tax
Assessor and Collector: 3182P0005300 40002402, PT W ½
SE ¼ Unplatted Land, Section 9, Township 9, Range 7
recorded in Deed Book 2011 at Page 1422 in the Batesville
Office of the Chancery Clerk of Panola County, Mississippi

No one was present in support of nor opposition of said clean up hearing.

The Mayor and Board heard and received evidence relating to the condition of said property and its affect upon the public health, safety and welfare of the community.

The hearing was concluded.

**IN RE: REPORT OF CLEANUP PROPERTY – BELLAMARE
DEVELOPMENT, LLC (HIGHWAY 6 EAST LOT)**

Chief Building Official Andy Berryhill advised the Mayor and Board of Aldermen that the property owned by Bellamare Development, LLC located at Highway 6 East (empty lot) had been satisfactory cleaned and no further action is needed at this time on said matter.

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

AUGUST 1, 2023



City of Batesville Code Office

Building, Planning, Zoning, & Permitting

146 Public Square
 P.O. Box 689
 Batesville, MS 38606
 Phone: 662-563-6621

July 13, 2023

Turbo Restaurant Management, LLC
 c/o Alejandro Orfanos
 4515 LBJ Freeway
 Farmers Branch, Tx 75244

Bellamare Development, LLC
 28 Eastbrooke Circle
 Madison, MS 39110

Re: MS Highway 6 East Empty Lot
 Parcel Number as shown in the Office of the Panola County Tax
 Assessor and Collector: 3182P0005300 40002402, PT W ½
 SE ¼ Unplatted Land, Section 9, Township 9, Range 7
 recorded in Deed Book 2011 at Page 1422 in the Batesville
 Office of the Chancery Clerk of Panola County, Mississippi

Dear Turbo Restaurant Management, LLC & Bellamare Development, LLC:

This notice is provided to you by the City of Batesville, Mississippi (“City”), pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended. This notice is very important and deserves your immediate attention.

The Mayor and Board of Aldermen of the City of Batesville, Mississippi (“Mayor and Board”), will conduct a hearing at City Hall located at 103 College Street, Batesville, Mississippi, on the 1st day of August, 2023, at 3:00 o'clock p.m. to determine whether your property identified above is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

If, at the hearing, the Mayor and Board adjudicate that said property in its then condition is a menace to the public health, safety, and welfare of the community, and is, therefore, in need

Bradie Dailey
 Secretary/Receptionist

Andy Berryhill
 Chief Building Official

Briar Hodges
 Building Inspector

Barry Thompson
 Code Enforcement Officer

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI**AUGUST 1, 2023**

of cleaning, then: (a) if you do not do so yourself, the City of Batesville shall proceed to clean the property, by use of City of Batesville employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, and other debris; and draining cesspools and standing water therefrom; (b) such adjudication will authorize the City of Batesville to re-enter the property for purposes of cleaning for a period of two (2) years after the final adjudication without any further hearing if notice is posted on the property and at City Hall or another place in the City of Batesville where such notices are generally posted at least seven (7) days before the property is re-entered for cleaning.

If the city cleans the property, then after the property has been cleaned, the Mayor and Board will adjudicate the actual cost of cleaning the property and will also impose a penalty in an amount of One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of cleaning the property, whichever is more. This cost and penalty may become a civil debt against you and/or, at the option of the Mayor and Board, an assessment against the property.

If the Mayor and Board declares that the cost and penalty shall be collected as a civil debt against you, they may authorize the institution of a lawsuit against you for the cost and any penalty plus court costs, reasonable attorney's fees, and interest from the date that the property was cleaned.

If the Mayor and Board declares that the cost and penalty shall be collected as an assessment against the property, then the assessment shall be a lien against the property and may be enrolled in the Batesville Office of the Chancery Clerk of Panola County, Mississippi, as other judgments are enrolled. The lien against the property shall be an encumbrance upon the property and shall follow title to the property. The assessment will be included with the municipal ad valorem taxes on the property and payment of the assessment will be enforced in the same manner in which payment is enforced for municipal ad valorem taxes on the property. The assessment levied shall become delinquent at the same time municipal ad valorem taxes become delinquent.

These proceedings are instituted by the Mayor and Board pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended. All decisions rendered by the Mayor and Board of Aldermen pursuant to this Section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

A copy of this Notice shall be recorded in the minutes of the Mayor and Board in conjunction with the above referenced hearing.

This is a very serious and important matter. You should take steps to clean this property immediately. You should make every effort to be present at the hearing or have someone appear on your behalf. The hearing will be conducted as scheduled whether or not you or someone on your behalf appears at the hearing. The Mayor and Board earnestly solicits your cooperation in resolving this matter.

Very truly yours,

CITY OF BATESVILLE, MISSISSIPPI

By: _____

Andy Berryhill
Chief Building Official

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

AUGUST 1, 2023

*Hay 6 East Lot*AFFIDAVIT OF MAILING AND POSTING

STATE OF MISSISSIPPI

COUNTY OF PANOLA

The undersigned after having been duly sworn states upon oath as follows:

1.

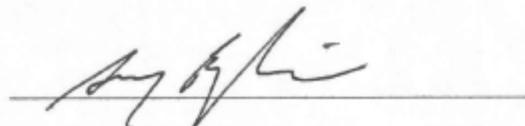
A true and correct copy of the Notice to the owner of the property referred to herein is attached hereto as Exhibit "A".

2.

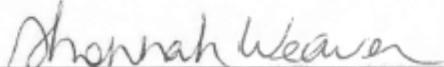
At least two (2) weeks before the date of the hearing set forth in the Notice, I mailed, by United States Mail postage prepaid, the Notice to the address of the subject property identified in the Notice unless it is vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax.

3.

At least two (2) weeks before the date of the hearing set forth in the Notice, I posted the Notice on the property identified in the Notice and at the Batesville City Hall located at 103 College Street, Batesville, Mississippi 38606.

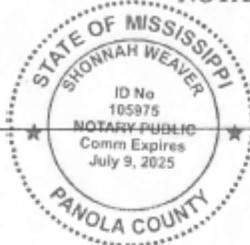
SWORN TO AND SUBSCRIBED before me, on this 13th day of

July, 2023.


NOTARY PUBLIC

(SEAL)

My Commission Expires:



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

AUGUST 1, 2023

**IN RE: CLEANUP HEARING - 3:00 P.M.
 CLEANUP HEARING – RYAN & TAMMY JONES (115 HOLLY
 COVE)**

Chief Building Official Andy Berryhill explained the purpose of the hearing to determine whether or not the hereinafter described parcel of real property, owned by Ryan & Tammy Jones located at 115 Holly Cove in the City of Batesville is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, to-wit:

Parcel Number as shown in the Office of the Panola County Tax Assessor and Collector: 3183K0002101 0001500, Lot 15 Magnolia Estates S/D SL 102/A, (68.9x84.3 IRR), Section 8, Township 9, Range 7 recorded in Deed Book C9 at Page 609 in the Batesville Office of the Chancery Clerk of Panola County, Mississippi

No one was present in support of nor opposition of said clean up hearing.

The Mayor and Board heard and received evidence relating to the condition of said property and its affect upon the public health, safety and welfare of the community.

The hearing was concluded.

MINUTE BOOK NO. G-3 – CITY OF BATESVILLE, MISSISSIPPI**AUGUST 1, 2023**

IN RE: ADJUDICATION OF PROPERTY OWNED BY RYAN & TAMMY JONES LOCATED ON 115 HOLLY COVE TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND TO BE IN NEED OF CLEANING

The Mayor and Board of Aldermen having received evidence to the condition of the hereinafter described real property at a public hearing held pursuant to Section 21-19-11 of the Mississippi Code of 1972, annotated, as amended, and having duly considered said evidence, and upon motion of Alderman Harrison and second of Land and upon unanimous vote taken, the following Resolution was adopted:

RESOLUTION

WHEREAS, the Mayor and Board of Aldermen became aware that there were concern about the condition of the following described real property owned by Ryan & Tammy Jones lying and being situated in the City of Batesville, Second Judicial District of Panola County, Mississippi, to-wit:

Parcel Number as shown in the Office of the Panola County Tax Assessor and Collector: 3183K0002101 0001500,
Lot 15 Magnolia Estates S/D SL 102/A, (68.9x84.3 IRR),
Section 8, Township 9, Range 7 recorded in Deed Book C9 at
Page 609 in the Batesville Office of the Chancery Clerk of
Panola County, Mississippi

WHEREAS, at a meeting of the Mayor and Board of Aldermen, held on the 5th day of July 2023, a hearing was set for the 1st day of August, 2023, at 3:00 p.m., at City Hall to determine whether or not said property is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, notice of this hearing was given to the owner of the property in the manner and for the time required by law and the evidence thereof is on file in the Office of the Code Enforcement Officer of the City of Batesville, Mississippi; and

WHEREAS, the Mayor and Board of Aldermen heard proof as to the condition of the said property and its affects upon the health, safety and welfare of the community.

NOW, THEREFORE, be it resolved as follows:

That after hearing evidence as to the condition of said property, the Board of Aldermen is of the opinion, and does hereby find and adjudicate that the property in its present condition is a menace to the public health, safety and welfare of the community and if the owner does not clean the property then the City shall proceed to clean the property by use of municipal employees or contract labor as is authorized by Section 21-19-11 of the Mississippi Code of 1972 as amended.

RESOLVED this the 1st day of August, 2023.

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

AUGUST 1, 2023



City of Batesville Code Office

Building, Planning, Zoning, & Permitting

146 Public Square
 P.O. Box 689
 Batesville, MS 38606
 Phone: 662-563-6621

July 10, 2023

Ryan C. Jones
 115 Holly Cove
 Batesville, MS 38606

Tammy Jones
 115 Holly Cove
 Batesville, MS 38606

Re: Parcel Number as shown in the Office of the Panola County Tax Assessor and Collector: 3183K0002101 0001500, Lot 15 Magnolia Estates S/D SL 102/A, (68.9x84.3 IRR), Section 8, Township 9, Range 7 recorded in Deed Book C9 at Page 609 in the Batesville Office of the Chancery Clerk of Panola County, Mississippi

Dear Mr. & Mrs. Jones:

This notice is provided to you by the City of Batesville, Mississippi ["City"], pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended. This notice is very important and deserves your immediate attention.

The Mayor and Board of Aldermen of the City of Batesville, Mississippi ["Mayor and Board"], will conduct a hearing at City Hall located at 103 College Street, Batesville, Mississippi, on the 1st day of August, 2023, at 3:00 o'clock p.m. to determine whether your property identified above is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

If, at the hearing, the Mayor and Board adjudicate that said property in its then condition is a menace to the public health, safety, and welfare of the community, and is, therefore, in need

Bradie Bailey
 Secretary/Receptionist

Andy Berryhill
 Chief Building Official

Briar Hodges
 Building Inspector

Barry Thompson
 Code Enforcement Officer

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

AUGUST 1, 2023

of cleaning, then: (a) if you do not do so yourself, the City of Batesville shall proceed to clean the property, by use of City of Batesville employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, and other debris; and draining cesspools and standing water therefrom; (b) such adjudication will authorize the City of Batesville to re-enter the property for purposes of cleaning for a period of two (2) years after the final adjudication without any further hearing if notice is posted on the property and at City Hall or another place in the City of Batesville where such notices are generally posted at least seven (7) days before the property is re-entered for cleaning.

If the city cleans the property, then after the property has been cleaned, the Mayor and Board will adjudicate the actual cost of cleaning the property and will also impose a penalty in an amount of One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of cleaning the property, whichever is more. This cost and penalty may become a civil debt against you and/or, at the option of the Mayor and Board, an assessment against the property.

If the Mayor and Board declares that the cost and penalty shall be collected as a civil debt against you, they may authorize the institution of a lawsuit against you for the cost and any penalty plus court costs, reasonable attorney's fees, and interest from the date that the property was cleaned.

If the Mayor and Board declares that the cost and penalty shall be collected as an assessment against the property, then the assessment shall be a lien against the property and may be enrolled in the Batesville Office of the Chancery Clerk of Panola County, Mississippi, as other judgments are enrolled. The lien against the property shall be an encumbrance upon the property and shall follow title to the property. The assessment will be included with the municipal ad valorem taxes on the property and payment of the assessment will be enforced in the same manner in which payment is enforced for municipal ad valorem taxes on the property. The assessment levied shall become delinquent at the same time municipal ad valorem taxes become delinquent.

These proceedings are instituted by the Mayor and Board pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended. All decisions rendered by the Mayor and Board of Aldermen pursuant to this Section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

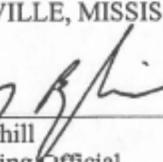
A copy of this Notice shall be recorded in the minutes of the Mayor and Board in conjunction with the above referenced hearing.

This is a very serious and important matter. You should take steps to clean this property immediately. You should make every effort to be present at the hearing or have someone appear on your behalf. The hearing will be conducted as scheduled whether or not you or someone on your behalf appears at the hearing. The Mayor and Board earnestly solicits your cooperation in resolving this matter.

Very truly yours,

CITY OF BATESVILLE, MISSISSIPPI

By:


Andy Berryhill
Chief Building Official

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

AUGUST 1, 2023

*115 Holly Lane*AFFIDAVIT OF MAILING AND POSTING

STATE OF MISSISSIPPI

COUNTY OF PANOLA

The undersigned after having been duly sworn states upon oath as follows:

1.

A true and correct copy of the Notice to the owner of the property referred to herein is attached hereto as Exhibit "A".

2.

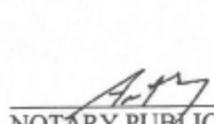
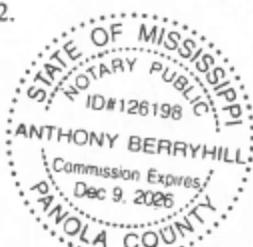
At least two (2) weeks before the date of the hearing set forth in the Notice, I mailed, by United States Mail postage prepaid, the Notice to the address of the subject property identified in the Notice unless it is vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax.

3.

At least two (2) weeks before the date of the hearing set forth in the Notice, I posted the Notice on the property identified in the Notice and at the Batesville City Hall located at 103 College Street, Batesville, Mississippi 38606.

SWORN TO AND SUBSCRIBED before me, on this the 11th day ofJuly, 2022.

(SEAL)


NOTARY PUBLIC

My Commission Expires: _____

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

AUGUST 1, 2023

IN OPEN SESSION

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

IN THE CLOSED MEETING

Mayor Ferrell announced that the meeting is closed to determine whether or not the Mayor and Board of Aldermen should declare an executive session. Present in the closed meeting were: Mayor Hal Ferrell; Aldermen Land, Harrison, Dugger, Morrow and Walton; City Attorney Colmon Mitchell; City Clerk Susan Berryhill; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford and Assistant City Clerk Shannah Weaver.

On motion made by Alderman Dugger, seconded by Alderman Harrison, and unanimously carried upon the affirmative votes of Aldermen Land, Walton, Dugger, Morrow and Harrison it was ordered that the Mayor and Board of Aldermen go into executive session in order to discuss the potential purchase of land and the consideration of the adoption of an appealable order.

AUGUST 1, 2023

IN OPEN MEETING

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for the purpose of discussing the potential purchase of land and the consideration of the adoption of an appealable order and that the total vote on the motion to go into executive session was five (5) aldermen in favor and no aldermen opposed. Those present in the open meeting were Mayor Ferrell; Aldermen Harrison, Land, Dugger, Morrow and Walton; City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford and Assistant City Clerk Shonnah Weaver.

IN EXECUTIVE SESSION

Mayor Ferrell announced that the Mayor and Board are in executive session. Those present in executive session were Mayor Ferrell; Aldermen Harrison, Walton, Dugger, Morrow and Land; City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford and Assistant City Clerk Shonnah Weaver.

There came on for discussion the potential purchase/acquisition of land.

There next came on for discussion the consideration of the adoption of an appealable order.

The executive session was concluded and the Mayor and Board went into open meeting.

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

AUGUST 1, 2023

IN OPEN MEETING

The Mayor announced that the Mayor and Board are now in open meeting. Those present were Mayor Ferrell; Aldermen Land, Harrison, Dugger, Morrow and Walton; City Attorney Colmon Mitchell; City Clerk Susan Berryhill; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford and Assistant City Clerk Shannah Weaver.

IN RE: APPROVAL OF PAYMENT OF ITEMS LISTED ON THE PAY REQUEST AGENDA

There came on for discussion the matter of items listed on the pay request agenda that were not approved for payment earlier during open meeting.

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that payment of items “d-h”, as listed on the pay request agenda, be and they are hereby approved for payment based on the intent for the Legends of the Gridiron Event budget and necessary for the event.

IN RE: APPROVAL OF PAYMENT OF ITEMS LISTED ON THE PAY REQUEST AGENDA

There came on for discussion the matter of items listed on the pay request agenda that were not approved for payment earlier during open meeting.

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that, after payment of items “d-h” as listed on the pay request agenda, payment of items “i-j” as listed on the pay request agenda, be and they are hereby approved for payment, to the extent funds are available under the event budget, based on the intent for the Legends of the Gridiron Event budget and necessary for the event.

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

AUGUST 1, 2023

OTHER MATTERS COMING BEFORE THE MAYOR AND BOARD FOR DISCUSSION

1. Terry Lois Carr appeared before the Mayor and Board of Aldermen to voice his concerns regarding park safety at Patton Lane Park.
2. Betty Perry of 106 Dabney Street appeared before the Mayor and Board of Aldermen to voice her concerns regarding residential burning. Fire Chief Tim Taylor will look into this concern.
3. Brian Sowers and Paul Alpers appeared before the Mayor and Board of Aldermen to discuss the National Crappie League outdoor expo and the possibility of coming to Batesville in 2025.
4. Shalonda Ford appeared before the Mayor and Board of Aldermen to voice her concerns regarding the Legends of the Gridiron event.
5. Darrell Dixon discussed the MDEQ grant regarding the electric charging stations.
6. Jeremy Weldon invited the Mayor and Board of Aldermen to the ribbon cutting for The Panolian on Thursday, August 10, 2023, from 10:00 a.m. until 2:00 p.m.
7. Chief Building Official Andy Berryhill provided copies of the monthly inspection list, the monthly complaint list, and the Planning Commission Minutes of July 24, 2023, to the Mayor and Board of Aldermen.
8. Fire Chief Tim Taylor provided copies of the monthly reports to the Mayor and Board of Aldermen.

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

AUGUST 1, 2023

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 9:00 o'clock a.m., Wednesday, August 2, 2023, at the Panola Partnership at 150-A Public Square, 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. G-3 – CITY OF BATESVILLE, MISSISSIPPI

AUGUST 1, 2023

**NOTICE OF PLACE, DATE, HOUR AND SUBJECT MATTER
OF A REGULAR MEETING OF THE MAYOR AND
BOARD OF ALDERMEN OF THE CITY OF BATESVILLE, MISSISSIPPI**

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

Place: Panola Partnership, 150-A Public Square, Batesville, MS 38606

Date: On the 2nd day of August, 2023

Hour: 9:00 a.m.

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

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