

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

JULY 1, 2025

REGULAR MEETING

JULY 1, 2025

Be It Remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Batesville was held on the first Tuesday of July, being the 1st day of July 2025, at 2:00 p.m., when and where were present the following, to-wit:

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

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

IN RE: APPROVAL OF AGENDA

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, the agenda of July 1, 2025, was approved.

JULY 1, 2025

CITY OF BATESVILLE BOARD MEETING

JULY 1, 2025
2:00 P.M. | CITY HALL

AGENDA REVISED

CALL TO ORDER: Mayor Hal Ferrell

INVOCATION: Chris Pope

PLEDGE OF ALLEGIANCE

MAYOR'S WELCOME STATEMENT: "To all in attendance, pursuant to Order by the Board of Aldermen, adopted on March 1, 2022, in order to address the Mayor and Board of Aldermen, you must be on the agenda, and pursuant to Order adopted March 23, 2023, you must sign the sign-in sheet with a complete address."

APPROVE AGENDA

- July 1, 2025

APPROVE MINUTES OF PRIOR MEETINGS

- June 17, 2025- Regular Meeting
- June 26, 2025- Adjourned Meeting

CONSENT AGENDA

1. Requesting permission for Gary Snider, Bubba Alewine, Joel Taylor, Taylor Jaudon and Mark Ivy to attend a day training in Oxford on July 23, 2005 @ North East MS Electric Power Association for Cyber Security and Mission SCADA Training. Any registration or per diem fees paid by the city.
2. Requesting permission for Hunter Bryant to attend Wastewater Short course in Columbus, MS. Date of course is August 11-15. He will need to travel on 8/10 and come on 8/15. All expenses paid for by the city.
3. Approval for Officer Keith Lyons to attend Accident Reconstruction Level 1 in Pearl, MS, on August 18-22, 25-28, 2025. All expenses will be paid/reimbursed by the city.
4. Approval for Dispatcher Erin Hubbard to attend a Leadership in 911 in Olive Branch, MS on July 23-24, 2025. All expenses will be paid/reimbursed by the city.
5. Approval for Dispatcher Erin Hubard to attend a Suicide Prevention in Hernando, MS on July 15-16, 2025. All expenses will be paid/reimbursed by the city.
6. Approval for Jake Broome and James Griffin to attend the NFPA 1021-I Class at MSFA on August 18-21, 2025. All expenses will be paid/reimbursed by the city.
7. Approval for Christopher Hillhouse to attend the Basic Firefighter course 1001-I-II at the MS Fire Academy on the following dated, August 11, 2025- October 2, 2025. Approval for an alternate date if for any reason he can't attend. All expenses will be paid/reimbursed by the city.
8. Approval for Owen Gayden, Christopher Eldred, Corbin Vickers and Tatum Ales to attend the Hax Mat Awareness and Operations course delivered through a hybrid course form the MSFA. Two weeks online and one week at the MSFA where students will take

MINUTE BOOK NO. I-3 – CITY OF BATESVILLE, MISSISSIPPI**JULY 1, 2025**

finals and test on JPR's (skills) classes start July 28, 2025, online. On campus it starts August 11-14, 2025. All expenses will be paid/reimbursed by the city.

9. Approval to amend Kasey Livingston to attend CPR Instructor training at Memphis, TN on July 31, 2025, and reimburse training coordinator Lt. Richard Lott for the cost of the training in the amount of \$383.25.

PAY REQUEST AGENDA

1. Approval of payment in the amount of \$55,242.49 to be made to Cadence Equipment Finance in Connection with the third installment on the grapple truck.
2. Approval of payment in the amount of \$8,000.00 to be made to Batesville Overhead Door in connection with the replacement/repair of new shop door.
3. Approval of payment in the amount of \$6,750.00 to be made to Hayes Utility Contractor LLC in connection with taps and stops for the gas line in front of BCC. (Quote was \$13,000.00- The invoice came out cheaper than the quote because they didn't have to use everything they thought would be needed.)
4. Approval to allow Kelley Magee to work on an as needed basis at \$70.00 per hour.
5. Approval of payment in the amount of \$14,500.00 to be made to BlueStreak K9, LLC in connection with Purchase of Dual-Purpose Police K9.
6. Approval of payment in the amount of \$25,545.11 to be made to Suncoast Infrastructure, Inc. in connection with Court Street Sewer Project.
7. Approval to pay invoice for Adaptive Supervisor Training Kevin West attended on June 17, 2025, in the amount of \$239.00.

HUMAN RESOURCES

1. Requesting permission to accept the resignation of Rivers Stevens in the street department. Effective July 2, 2025.
2. Approval for pay scale adjustment for Dispatched Damein Harbin and Dispatcher Brandi Roberson. Pay rate is requested to change from a D1 at \$16.39 to D2 at \$17.39 due to holding the rank of a certified dispatched for over 25 months. Effective July 10, 2025.
3. Approval to accept the resignation of Anna Smith as an Utility Clerk at City Hall. Effective July 11, 2025.
4. Approval to offer full time employment to Michelle Capwell at a rate of \$20.19 per hour as Municipal Court Clerk, contingent upon her 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 July 14, 2025, at midnight if not accepted.
5. Approval to offer full time employment to Kallie Daniel at a rate of \$16.00 per hour as an utility clerk, contingent upon her 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 July 14, 2025, at midnight if not accepted.

BIDS

1. 2025 Street Improvement

VISITORS

1. Jennifer Johnson- Culvert not draining
2. Coasie Parker-Johnson- Back to school drive & fun day
3. Mark Shields (Enid Lake Baptist Church)- Christmas Parade
4. Amy Thomas and Allison Smith- Water Bill

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

JULY 1, 2025

PERMANENT VISITORS

- Panola Partnership **Discuss Pavilion on the square**
- North Delta Planning and Development
- Mendrop Engineering Resources
- Panola County Board of Supervisors and department heads-**Daniel Cole**
- 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

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

1. Monthly Inspection & Complaint List
2. Planning Commission Minutes for June
3. Set Public Hearing for August 5, 2025, at 2:15 pm for the following:
 - Variance for Will Davis
4. Approval of working with FD, PC, and License Commission to update building codes and license ordinance.

ASSISTANT CHIEF OF POLICE – BARRY THOMPSON**CITY ATTORNEY – COLMON MITCHELL****CITY CLERK – SHONNAH WEAVER**

1. MML 2025 Voting Delegates
2. Annual Appointments and Allowances
3. Approval to advertise Uniform Assessment Schedule

FIRE CHIEF – TIM TAYLOR

1. Approval to purchase Heavy Duty Lifting rescue air bags.
 - Mid-South Rescue \$17,195.00
 - Performance Rescue \$17,980.00

CIVIC CENTER DIRECTOR – RODNEY HOLLEY

1. June events recap (AKC Dog Days of Summer, MS. Wolfpack-Main Arena) Edward Jones Workshop (held in the BCC Vibe Room)
2. 2025 Lease agreements
3. Approval of specifications for HVAC repairs
4. Approval of specifications for Vending machine

PARKS AND RECREATION DIRECTOR – HEATH FULLILOVE

1. Requesting the board's permission to write a letter to the South Panola School District requesting the donation of old stadium lights at their football field.

PUBLIC WORKS DIRECTOR – NEWT BENSON

1. Request permission to approve the MOU between the City and Natural Waste Solutions.
2. Discuss Ms. Harmon's driveway. We damaged the concrete driveway with track hoe gaining access to sand creek for tree and root ball removal. Concrete price today \$1,400.00
3. COMCAST Cable/Broadband Technical Resources Inc. is requesting a boring permit for underground fiber on Thermos Dr. (See Plans) – Requesting permission to accept their application and grant them approval.
4. Bellsouth Telecommunications LLS D/B/A AT&T Mississippi is requesting a boring permit for underground fiber on Stone Dr and Covenant Dr (See Plans) – Requesting permission to accept their application and grant them approval.

MINUTE BOOK NO. I-3 – CITY OF BATESVILLE, MISSISSIPPI**JULY 1, 2025**

5. Requesting permission to accept the lowest of two quotes for (2) 40'x60" culverts and (1) 60" band, to replace a failed culvert on Trianon St.

- **G&O Supply \$13,071.67**
- Panola Pipe \$13,471.40

6. Request permission to accept the annual service agreement for HACH. They perform the required inspections, service and calibration of lab equipment.

- **\$7,676.00**

7. Request permission to accept and approve emergency purchase of two aerators on the lagoon.

- **\$74,500.00**

8. Request permission to accept the lowest of two quotes for the Hobby Lobby meter set (Gas)

- **TriState Meter Services \$7,391.74**
- Core & Main \$8,456.00

9. Approval for Mayor and Board of Aldermen sign Public Awareness Plan and Program

ALLOW CLAIMS: 53202-53804 (includes The Co-Op)

OTHER MATTERS BY MAYOR OR ALDERMAN:

POTENTIAL EXECUTIVE SESSION

ADJOURNMENT

IN RE: APPROVAL OF MINUTES

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, June 17, 2025, regular meeting and June 26, 2025, adjourned meeting were approved.

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

JULY 1, 2025

IN RE: SIGNATURE SHEET FOR MEETING OF JULY 1, 2025

BOARD MEETING

July 1, 2025

Signature Sheet

City F.D

B

Tom Taylor	Street Address, City, Zip
Walt Benson	Street Address, City, Zip
Andy Berryhill	Street Address, City, Zip
Kent McClellan	513 Pope Corn Lk Rd., Pope 38658 Street Address, City, Zip
Jason Rush	1128 DL Collins Dr Tupelo Street Address, City, Zip
Tommy Collins	1138 DL Collins, Dr. Tupelo, MS 38801 Street Address, City, Zip
Billy Thompson	126 College St. Blyth, MS Street Address, City, Zip
Dee's Only	106 College St. Blyth MS Street Address, City, Zip
James E. Snyder	BFD Street Address, City, Zip
Harvey Flowers	350 Panola Ave Batesville, MS 38606 Street Address, City, Zip
Cindy Stephens	1168 Batesville Drive Batesville Street Address, City, Zip
Wade Heather	1168 Batesville Drive Batesville Street Address, City, Zip
Gary Sander	C.F.Z Street Address, City, Zip
Joel Taylor	CITY Street Address, City, Zip
Josh Hawkins	385 Hwy 51 North Street Address, City, Zip
Greg Smith	MER Street Address, City, Zip
Tom Orr	5142 Chapel Rd Street Address, City, Zip
Elson Smith	945 Union Sault MS 38666 Street Address, City, Zip
Jennifer Johnson	210 Dogwood Ln Batesville Street Address, City, Zip
Robert Huff	ELL Street Address, City, Zip
Chris Pope	434 Brown Rd Pope MS 38658 Street Address, City, Zip
Lisa Herbenick	5282 Hemcrest Cr 38117 Street Address, City, Zip
SUSAN CARE	4055 ST Ann Cr. MPJ IN 38117 Street Address, City, Zip
Casey Austin	1616 Whitten Rd, Courtland Street Address, City, Zip
Darrel Cola	P.O. Box 5107, Batesville Street Address, City, Zip
Joe Katie Robbie	Panola Partnership Street Address, City, Zip
Dennisith Benson	Chris Smith Roads Street Address, City, Zip

Regine Duetto 9825 Hwy 51 Courtland
Cassadee Paden 335 Sherrard Drive

MINUTE BOOK NO. I-3 – CITY OF BATESVILLE, MISSISSIPPI**JULY 1, 2025****IN RE: APPROVAL OF CONSENT AGENDA**

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

1. Requesting permission for Gary Snider, Bubba Alewine, Joel Taylor, Taylor Jaudon and Mark Ivy to attend a day training in Oxford on July 23, 2005 @ North East MS Electric Power Association for Cyber Security and Mission SCADA Training. Any registration or per diem fees paid by the city.
2. Requesting permission for Hunter Bryant to attend Wastewater Short course in Columbus, MS. Date of course is August 11-15. He will need to travel on 8/10 and come on 8/15. All expenses paid for by the city.
3. Approval for Officer Keith Lyons to attend Accident Reconstruction Level 1 in Pearl, MS, on August 18-22, 25-28, 2025. All expenses will be paid/reimbursed by the city.
4. Approval for Dispatcher Erin Hubbard to attend a Leadership in 911 in Olive Branch, MS on July 23-24, 2025. All expenses will be paid/reimbursed by the city.
5. Approval for Dispatcher Erin Hubard to attend a Suicide Prevention in Hernando, MS on July 15-16, 2025. All expenses will be paid/reimbursed by the city.
6. Approval for Jake Broome and James Griffin to attend the NFPA 1021-I Class at MSFA on August 18-21, 2025. All expenses will be paid/reimbursed by the city.
7. Approval for Christopher Hillhouse to attend the Basic Firefighter course 1001-I-II at the MS Fire Academy on the following dated, August 11, 2025- October 2, 2025. Approval for an alternate date if for any reason he can't attend. All expenses will be paid/reimbursed by the city.
8. Approval for Owen Gayden, Christopher Eldred, Corbin Vickers and Tatum Ales to attend the Hax Mat Awareness and Operations course delivered through a hybrid course form the MSFA. Two weeks online and one week at the MSFA where students will take finals and test on JPR's (skills) classes start July 28, 2025, online. On campus it starts August 11-14, 2025. All expenses will be paid/reimbursed by the city.
9. Approval to amend Kasey Livingston to attend CPR Instructor training at Memphis, TN on July 31, 2025, and reimburse training coordinator Lt. Richard Lott for the cost of the training in the amount of \$383.25.

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

JULY 1, 2025

IN RE: APPROVAL OF PAY REQUEST AGENDA

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

1. Approval of payment in the amount of \$55,242.49 to be made to Cadence Equipment Finance in Connection with the third installment on the grapple truck.
2. Approval of payment in the amount of \$8,000.00 to be made to Batesville Overhead Door in connection with the replacement/repair of new shop door.
3. Approval of payment in the amount of \$6,750.00 to be made to Hayes Utility Contractor LLC in connection with taps and stops for the gas line in front of BCC. (Quote was \$13,000.00- The invoice came out cheaper than the quote because they didn't have to use everything they thought would be needed.)
4. Approval to allow Kelley Magee to work on an as needed basis at \$70.00 per hour.
5. Approval of payment in the amount of \$14,500.00 to be made to BlueStreak K9, LLC in connection with Purchase of Dual-Purpose Police K9.
6. Approval of payment in the amount of \$25,545.11 to be made to Suncoast Infrastructure, Inc. in connection with Court Street Sewer Project.
7. Approval to pay invoice for Adaptive Supervisor Training Kevin West attended on June 17, 2025, in the amount of \$239.00.

IN RE: APPROVAL OF HUMAN RESOURCES AGENDA

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

1. Requesting permission to accept the resignation of Rivers Stevens in the street department. Effective July 2, 2025.
2. Approval for pay scale adjustment for Dispatched Damein Harbin and Dispatcher Brandi Roberson. Pay rate is requested to change from a D1 at \$16.39 to D2 at \$17.39 due to holding the rank of a certified dispatched for over 25 months. Effective July 10, 2025.
3. Approval to accept the resignation of Anna Smith as an Utility Clerk at City Hall. Effective July 11, 2025.
4. Approval to offer full time employment to Michelle Capwell at a rate of \$20.19 per hour as Municipal Court Clerk, contingent upon her 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 July 14, 2025, at midnight if not accepted.
5. Approval to offer full time employment to Kallie Daniel at a rate of \$16.00 per hour as an utility clerk, contingent upon her 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 July 14, 2025, at midnight if not accepted.

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

JULY 1, 2025

IN RE: PANOLA PARTNERSHIP-PAVILION ON THE SQUARE

The Mayor recognized Joe Azar, Katie Azar, and Robbie Haley of Panola Partnership/Batesville Mainstreet, who appeared before the Mayor and Board of Aldermen requesting permission for the City of Batesville to provide in-kind work to prepare for a pavilion to be built on Batesville Square.

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, the above request is approved.

IN RE: HAZARD MITIGATION PLAN

The Mayor recognized Daniel Cole, Director of Panola County Emergency Operations, who appeared before the Mayor and Board of Aldermen to discuss the 2025 Update of the District 1 Regional Hazard Mitigation Plan.

Upon motion of Alderman McCloud and second of Alderman Flowers and upon unanimous vote taken, the following INTENT TO PARTICIPATE IN THE 2026 UPDATE OF THE DISTRICT 1 REGIONAL HAZARD MITIGATION PLAN and the following “DESIGNATED REPRESENTATIVE were approved and Mayor Hal Ferrell was authorized to sign both of them.

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

JULY 1, 2025

INTENT TO PARTICIPATE IN THE 2026 UPDATE OF THE DISTRICT 1
REGIONAL HAZARD MITIGATION PLAN

We, the City of Batesville do hereby resolve to participate in the development of the District One (1) Regional Hazard Mitigation Plan. This participation is limited to allowing City employee(s) to attend meetings with District 1 representatives and others to gather requested information pertaining to the City of Batesville for inclusion into the plan. There is a 25% local government cost share, to be apportioned in whatever manner the local government sees fit.

IN WITNESS WHEREOF, We have subscribed our signature this, the 1st day of July, 2025

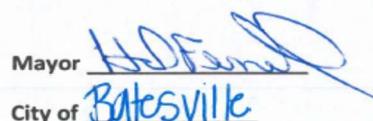

Mayor
City of Batesville



DESIGNATED REPRESENTATIVE

We, the City of Batesville do hereby designate Daniel Cole to represent the City in all matters pertaining to the development of the District One (1) Regional Hazard Mitigation Plan.

IN WITNESS WHEREOF, We have subscribed our signature this, the 1st day of July, 2025


Mayor
City of Batesville

Designated Rep. phone# and email address: 662-801-8536 dcole@panolacoms.com

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

JULY 1, 2025

IN RE: BIDS RECEIVED – STREET OVERLAY PROJECT

This day the Mayor and Board of Aldermen received sealed competitive bids for street overlay project, pursuant to advertisement made in the manner and for the time provided by law as evidenced by a copy of Proof of Publication attached hereto. Greg Smith of Mendrop Engineering Resources, having read aloud said bids, found that the following bids were received and are on file in the Office of the City Clerk.

Gregory Companies, LLC-dba Murphree Paving \$1,599,667.33

Lehman Roberts Company \$1,369,178.75

Falcon Contracting \$1,525,700.50

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

IN RE: COASIE PARKER- JOHNSON- BACK TO SCHOOL DRIVE/FUN DAY

Upon motion of Alderman Flowers and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Coasie Parker- Johnson be, and she is hereby allowed to hold a back-to-school drive/ fun day event at Patton Lane Park on August 2, 2025, from 3:00 p.m. until 6:00 p.m.

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

JULY 1, 2025

IN RE: CHRISTMAS PARADE

The Mayor recognized Keith McElfresh of Enid Lake Baptist Church who appeared before the Mayor and Board of Aldermen requesting approval for the Christmas Parade.

Upon motion of Alderman McCloud and second of Alderman Flowers and upon unanimous vote taken, it was ordered that the Christmas Parade be and it is hereby approved for December 2nd, 2023, at 6:30 p.m. and further ordered that the following route is hereby approved, coordinated with the Batesville Police Department: parade beginning at Park Street following Broadway Street, cross railroad tracks, follow through Downtown Square then follow Eureka Street and end route at First Security Bank.

IN RE: WATER AND SEWER ACCOUNTS

The Mayor recognized Amy Thomas and Allison Smith who appeared before the Mayor and Board of Aldermen concerning their water and sewer bills.

Upon motion of Alderman McCloud and second of Alderman Flowers and upon unanimous vote taken, it was ordered that the balances outstanding for the underbilled water and sewer accounts be removed from future billing of such accounts in order to avoid imposition of penalties and late charges on future bills on such accounts while the City of Batesville investigates the cause of such underbilling and determines how to handle those accounts.

IN RE: MAYOR PRO TEMPORE

Upon motion of Alderman Whitaker and second of Alderman Flowers and upon unanimous vote taken, it was ordered that Aldermen at Large Jimmy McCloud be and hereby appointed to be Mayor Pro Tempore.

MINUTE BOOK NO. I-3 – CITY OF BATESVILLE, MISSISSIPPI**JULY 1, 2025****IN RE: SET PUBLIC HEARING- VARIANCE- WILL DAVIS**

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

**ORDER SETTING TIME, DATE, AND PLACE OF PUBLIC HEARING
ON VARIANCES TO THE SITE & BUILDING DESIGN STANDARDS OF THE CITY
OF BATESVILLE, MISSISSIPPI AND AUTHORIZING THE CITY CLERK TO
PUBLISH NOTICE OF SAID HEARING**

WHEREAS, Will Davis and Melissa Davis have submitted to the Mayor and Board of Aldermen of the City of Batesville, Mississippi, an application for a variance from the requirements of the Site & Building Design Standards adopted by the City of Batesville on February 16, 2010 and amended by ordinances adopted on January 3, 2012, May 1, 2012, and December 2, 2014.

WHEREAS, The said Will Davis and Melissa Davis requests a variance to allow the use of metal sheeting on the sides of new shop building. Said property is located 882 Highway 6 West in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is described as:

A tract of land in the West side of Section 18, Township 9 South, Range 7 West, Panola County, Mississippi, and being more particularly described as follows:

Parcel Number: 31840006200 10000505
1.7 AC PT SE1/4 NW1/4 of HWY 6– Unplatted Land
And
Parcel Number: 31840006200 10000502
1.7 AC PT SW1/4 NE1/4 of HWY 6 – Unplatted Land

and

WHEREAS, said request was received by the Planning Commission of the City of Batesville at their meeting held on June 23, 2025, and

WHEREAS, said Planning Commission recommended the variance be allowed and
NOW, THEREFORE, BE IT ORDERED that on the 5th day of August 2025, at 2:15 P.M. in the City Hall of the City of Batesville, Mississippi, the Mayor and Board of Aldermen will hold a public hearing on said application and the Clerk of the City of Batesville, Mississippi, is hereby ordered and authorized to place a notice of said public hearing for publication in “The Panolian”, a newspaper having a general circulation in the City of Batesville, Mississippi.

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

JULY 1, 2025

IN RE: ADOPT RESOLUTION - VOTING DELEGATES - 2025 ELECTIONS

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

**RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE
2025 VOTING DELEGATES
FOR THE CITY OF BATESVILLE**

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the governing authority Board of Aldermen to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD
ALDERMEN OF THE CITY OF BATESVILLE**

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2025 Mississippi Municipal League election to be held at the annual convention on July 22nd, 2025, are as follows:

Voting Delegate:	Hal Ferrell, Mayor
First Alternate:	Stan Harrison, Alderman

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Morrow, seconded by Alderman Land, and was adopted by the following vote, to wit:

YEAS:	NAYS:
-------	-------

Alderman Harrison
Alderman McCloud
Alderman Flowers
Alderman Land
Alderman Whitaker

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 1st day of July 2025.

ATTEST:

APPROVED:

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

JULY 1, 2025

IN RE: ANNUAL APPOINTMENTS & ALLOWANCES

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the following appointments be made, effective immediately, with salaries to be set in September 2025, effective October 1, 2025:

ANNUAL APPOINTMENTS & ALLOWANCES	JULY 2025
POSITION	NAME
City Clerk	Shonnah Weaver
Registrar of Voters	Shonnah Weaver
Public Works Director	Newt Benson
Assistant Public Works Director	Gary Snider
City Judge	Jay Westfaul
City Attorney	Colmon S. Mitchell
City Prosecutor and Assistant City Attorney	Ryan Revere
City Engineer	Blake Mendrop
Administrative Assistant	Lindsey "Sulli" Bolen
Administrative Assistant	Beth Austin
Receptionist	Sherry Breland
Assistant City Clerk/Payroll Clerk	Cindy Roper
Accounts Payable Clerk	Berma Williams
IT Manager	Joel Taylor
Deputy City Clerk/Utility Clerk	Eloise Cosby
Deputy City Clerk/Utility Clerk	Hannah Gaines
Chief Building Official	Andy Berryhill
Code Enforcement Secretary	Bradie Bailey
Code Enforcement Officer	Hughye McDaniel
Code Enforcement Building Inspector	Dennis Barfield
Parks and Recreation Director	Heath Fullilove
Superintendent - Water and Sewer	Rodney Alewine
Water and Sewer Assistant Superintendent	Taylor Jaudon
Gas Superintendent	Steve Caldwell
Assistant Gas Superintendent	William Langston
Street Superintendent	Shelton Hawkins
Assistant Street Superintendent	Eddie Cole
Assistant Street Superintendent	William Bright
WasteWater Treatment Plant Superintendent/Chief Operator	Mark Ivy

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

JULY 1, 2025

Chief of Police	Dennis Darby
Assistant Chief of Police	Barry Thompson
Administrative Assistant to Chief of Police	Kati Overall
Supervisor of Dispatcher- Communications Officer	Carolyn Andrews
Detective Secretary	Holly White
Fire Chief	Timothy Taylor
Full-time Fireman/Deputy Chief	James Snyder
Full-time Fireman/Fire & Life Safety	Sergio Vergara
Full-time Fireman/Training Officer	Travis Inman
Civic Center Director	Rodney Holley
Administrative Assistant	Dawn Mitchell
Facilities Manager	Jonathan Wilkes

OTHER

First Regional Library	\$19,600.00 per month
Rent - District Attorney – Jay Hale	\$ 350.00 per month
Tri-Star (Heat and A/C maintenance)	\$ 1,146.00 Bi-monthly
Annual Lease - American Legion	\$ 1,000.00 annually
Annual Rent - Land on I-55 for Sign	\$ 1,000.00 annually
Annual Rent - Rubbish site on Hwy 35 (Dennis Lott)	\$ 3,000.00 annually (5-year lease) Ends in 2025
Civil Defense	\$ 3,000.00 annually

MINUTE BOOK NO. I-3 – CITY OF BATESVILLE, MISSISSIPPI**JULY 1, 2025****IN RE: APPROVAL TO ADVERTISE - UNIFORM ASSESSMENT SCHEDULE**

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

**ORDER FOR EXAMINATION AND CONSIDERATION OF
THE 2025/2026 UNIFORM ASSESSMENT SCHEDULE
FOR AD VALOREM TAXATION**

WHEREAS, the Mayor of the City of Batesville, Mississippi, has received from the Mississippi Department of Revenue information concerning the Uniform Assessment Schedule adopted by it for the ensuing fiscal year; and

WHEREAS, the Mayor and Board of Aldermen of the said City have considered the aforesaid schedule and desire to adopt the same for said City,

IT IS, THEREFORE, HEREBY ORDERED by the Mayor and Board of Aldermen of the City of Batesville, Mississippi, that:

The Uniform Assessment Schedule for the ensuing fiscal year adopted by the Mississippi Department of Revenue under the provisions of the Title 27, Chapter 51, Mississippi Code of 1972, Annotated, is ready and open for inspection and examination by any interested taxpayer and that, in accordance with Section 27-51-21 of the Mississippi Code of 1972, Annotated, the Mayor and Board of Aldermen of the City of Batesville will reconvene in Regular Meeting on Tuesday, July 15, 2025, at 2:00 p. m. to hear and take action on any complaint, filed in writing, objecting to and petitioning for a specified reduction on any part of the assessment schedule affecting the complainant directly.

ORDERED on this the 1st day of July 2025, by the Mayor and Board of Aldermen of the City of Batesville, Mississippi.

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

JULY 1, 2025

IN RE: QUOTES RECEIVED- HEAVY DUTY LIFTING RESCUE AIR BAGS

The City of Batesville received the following quotes for heavy duty lifting rescue air bags:

MID-SOUTH RESCUE **\$17,195.00**

PERFORMANCE RESCUE **\$17,980.00**

Upon recommendation of Fire Chief Tim Taylor and upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered that the quote from Mid-South Rescue in the amount of \$17,195.00 be and it is hereby approved and accepted as the lowest and best quote for heavy duty lifting rescue air bags. Copies of the quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:

Mid-South Rescue

Glen Baurnfind
4870 Raleigh Lagrange Dr.
Collierville, TN 38017
901-336-7856



Prepared for :

Batesville Fire Department
Chief Taylor
132 Van Voris
Batesville, Ms 38606

Quote No. 4524

6/20/2025

Quote Good for 90 days

Description	Qty	Cost	Total
MAT-JACK AIRBAGS			
15 X 15 High Pressure Airbag (13 Ton)	2	1,071.00	2,142.00
20 X 20 High Pressure Air Bag (22 Ton Lift)	2	1,305.00	2,610.00
21 X 25 High Pressure Air Bag (32 Ton Lift)	2	1,614.00	3,228.00
29 X 29 High Pressure Air Bag (50 Ton Lift)	2	2,298.00	4,596.00
Master Control Package for 4500 psi Bottles Includes: 1 Dual Deadman Controller 2 20' Supply Hoses w/ Locking Coupler 1 10' Regulator Hose w/ Locking Coupler 1 Regulator For 4500 Air Bottle 1 Custom Cut Foam Control/Reg, Case	1	3,744.00	3,744.00
20' Supply Hose w/ Locking Coupler	2	250.00	500.00
Shipping		375.00	375.00
		Total	\$17,195.00

Signature :

Midsouthrescue@gmail.com

MINUTE BOOK NO. I-3 – CITY OF BATESVILLE, MISSISSIPPI**JULY 1, 2025****IN RE: CIVIC CENTER LEASE AGREEMENT**

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered that the following are hereby approved.

2026 Lease Agreements for Rental of the Batesville Civic Center Main Arena

1. **Bill Lipscomb Memorial Rodeo** will be held February 28, 2026 at the Batesville Civic Center. Mark Lipscomb and I have agreed on the following: \$2,500 rental fee and costs associated with his event, \$1 dollar per ticket facility fee paid to the BCC, City purchases sand loads to mix in with dirt. City and County bring dirt in and dirt out, Lipscomb staff does the set up for the Rodeo. Reason for the \$1 facility fee instead of \$3, this will be their 21st year to hold the Rodeo at the BCC, it's the single largest event that we currently have that averages 2,800 to 3,000 people. We benefit from the large amount of concession sales for the matinee and evening Rodeos, we received 10% from Taylor Grocery.

2. **Big Pop Gun Show** – very well attended event, Roy Hyde and David Chancellor had signed multi year contracts at \$1,900 for BCC main arena rental. I have told David that those contracts signed by Roy would be voided when the new board is installed July 1, 2025. The new rental rate will be \$2,500 for Big Pop Gun Show.

MINUTE BOOK NO. I-3 – CITY OF BATESVILLE, MISSISSIPPI**JULY 1, 2025****IN RE: APPROVAL OF SPECIFICATIONS FOR HVAC REPAIRS AND OBTAIN QUOTES**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the following specifications for HVAC repairs, be and they are hereby approved, and further ordered that Civic Center Director Rodney Holley be and he is hereby authorized to obtain quotes for said HVAC repairs.

Specs for HVAC repair:

Provide all tooling, labor, rigging, PPE and material to complete the scope of work detailed below:

AH-1

- Remove and dispose of worn motor sheave
- Furnish and install new OEM motor sheave
- Align belts
- Start air handler and verify operation and alignment

Chiller 4

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

RTU 4

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

Chiller 1

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

AHU 4

- Remove and dispose of worn belts
- Furnish and install new B-123 belts
- Start unit and verify operation and alignment

Exclusion:

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

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

JULY 1, 2025

IN RE: APPROVAL OF SPECIFICATIONS FOR VENDING MACHINE AND OBTAIN QUOTES

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the following specifications for vending machine, be and they are hereby approved, and further ordered that Civic Center Director Rodney Holley be and he is hereby authorized to obtain quotes for said vending machine.

Vending Machine Specs

- 60 slot combo machine (Drinks & Snacks)
- Refrigerated
- Card reader
- ADA compliant
- 110 Volt

IN RE: SOUTH PANOLA SCHOOL DISTRICT

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered for Mayor Hal Ferrell sign the letter written to South Panola School District requesting the donation of old stadium lights at their football field.

IN RE: APPROVAL OF SPECIFICATIONS FOR POUR-IN-PLACE AT PATTON LANE PARK

Upon motion of Alderman Flowers and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the following specifications for pour-in-place at Patton Lane Park, be and they are hereby approved, and further ordered that Public Works Director Newt Benson be and he is hereby authorized to obtain quotes for said pour-in-place at Patton Lane Park.

Patton Lane Park**Pour-In-Place Surfacing
Specification Sheet**

1. Removal of wood Mulch approximately 6 to 10 inches approximately 6,000sqft.
2. Installation of compacted sub-base @ 4 inch 6000sqft
3. Installation of Pour-in-place surfacing approximately 6000sqft 50/50 mix 2600sqft @3.5 inch system. 2300sqft @ 3 inch system. 1100sqft @ 2.5 inch system
4. ALL materials supplied
5. Dumpster trash removal

MINUTE BOOK NO. I-3 – CITY OF BATESVILLE, MISSISSIPPI**JULY 1, 2025****IN RE: MEMORANDUM OF UNDERSTANDING (MOU)**

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

**MEMORANDUM OF UNDERSTANDING (MOU)****Between Natural Waste Solutions, LLC and The City of Batesville, Mississippi****Effective Date: July 15, 2025**

Duration: One year from the Effective Date, with automatic annual renewal unless terminated by either party with 30 days' written notice.

1. Purpose

This Memorandum of Understanding (MOU) outlines the responsibilities, expectations, and terms of collaboration between the City of Batesville ("City") and Natural Waste Solutions, LLC ("NWS") regarding the delivery and storage of green waste for environmentally responsible processing. NWS will utilize Puro Earth's Terrestrial Storage of Biomass (TSB) methodology, which suppresses methane emissions and enables the generation of carbon removal credits.

Neither party is the agent of the other party. NWS is providing professional services to the City as an independent contractor and that is the only relationship between them.

In tandem, NWS will also be developing a high-quality organic soil product from green waste inputs and is actively working with Mississippi State University for soil analysis and validation to support future agricultural and commercial use of this soil.

2. City of Batesville Responsibilities

The City agrees to:

- Deliver chipped green waste (trees, limbs, grass clippings, etc.) to the NWS site located at 145 China Rd, Pope, MS.
- Chip and weigh biomass prior to delivery, to support material tracking and optimize processing.
- Notify NWS in advance of delivery schedules and expected volumes.
- Ensure loads are free of non-organic contaminants such as plastic, glass, and construction debris to the best of their ability.
- Coordinate with NWS on site access and procedures as needed.

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

JULY 1, 2025



3. Natural Waste Solutions Responsibilities

NWS agrees to:

- Receive and store green waste at 145 China Rd, Pope, MS, accepting both chipped and unchipped material, with a preference for chipped and weighed loads.
- Process biomass using Puro Earth's TSB methodology, which includes microbial methane suppression, compaction, anaerobic storage, and monitoring.
- Maintain the site in compliance with environmental, safety, and methodology standards.
- Track tonnage and delivery records for operational documentation and potential carbon credit issuance.
- Communicate promptly regarding any delivery issues, access problems, or contamination concerns.

4. Term and Termination

- This MOU is effective as of the date signed and will remain in effect for 12 months, with automatic renewal for successive 12-month periods unless terminated by either party.
- Either party may terminate this agreement with 30 days' written notice.

5. Liability and Compliance

- Each party will remain responsible for its own employees, equipment, and conduct.
- Both parties will adhere to all applicable local, state, and federal regulations in connection with the execution of this MOU.

6. Points of Contact

City of Batesville:

Newt Benson

Director of Public Works

Natural Waste Solutions, LLC:

Zach Schnoor

Founder

Phone: 228-990-6685



7. Signatures

Hal Ferrell

City of Batesville

Date: _____

Zach Schnoor

Founder, Natural Waste Solutions

Date: _____



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

JULY 1, 2025

IN RE: COMCAST CABLE/BROAD BAND TECHINCAL RESOURCES INC

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous consent, it was ordered to accept the application and grant COMCAST Cable/Broadband Technical Resources approval for a boring permit for attaching new fiber to existing poles on Thermos Drive.

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

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

PROJECT NO JB0002029385 CITY CITY OF BATESVILLE

UTILITY NAME COMCAST CABLE

BY BROADBAND TECHNICAL RESOURCES INC Josh Whalen Permit Coordinator
(Name & Company Title)

ADDRESS 152 Molly Walton Dr. Hendersonville, TN 37075 herein called APPLICANT,

proposes to construct ATTACH NEW FIBER TO EXISTING POLES
(Type of Facility)

along or across 306-398 THERMOS DR, BATESVILLE, MS 38606 Road, said facility to be
(Name of Road)

installed between Station No., _____ and Station No., _____ and within the road
right-of-way, and hereby makes application to the City for the construction permit. Attached hereto are
drawings or plans for the construction, which will not be changed or altered without approval of the Board
of Aldermen, or its authorized representative.

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

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

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

JULY 1, 2025

(Rev. 11-13-2018)

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

Comcast proposes to attach CATV facilities to existing poles within the City of Batesville ROW.

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

CITY agrees to the following stipulations:

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

Page 2 of 3

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

WITNESS THE SIGNATURE OF THE APPLICANT this the 26th day of
June, 2025.

By: *Joshua Whalen*
Title: Permit Coordinator

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

By: _____
City of Batesville / Director of Public Works

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

JULY 1, 2025

IN RE: BELLSOUTH TELECOMMUNICATIONS LLS D/B/A AT&T MS

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous consent, it was ordered to accept the application and grant Bellsouth Telecommunications LLC d/b/a AT&T Mississippi approval for a boring permit for buried fiber optic cable on Stone Drive and Covenant Dr.

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

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

PROJECT NO _____ CITY **BATESVILLE**

UTILITY NAME **BELLSOUTH TELECOMMUNICATIONS LLC D/B/A AT&T MISSISSIPPI**

BY **Seth Bagwell, Sr Specialist OSP Design Engineer**

(Name & Company Title)

ADDRESS **453 HWY 6 W, Oxford MS** herein called APPLICANT,

proposes to construct **buried fiber optic cable.**

(Type of Facility)

along or across **STONE RD AND COVENANT RD** Road, said facility to be
(Name of Road)

installed between Station No. **N/A** and Station No. **N/A** and within the road right-of-way, and hereby makes application to the City for the construction permit. Attached hereto are drawings or plans for the construction, which will not be changed or altered without approval of the Board of Aldermen, or its authorized representative.

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

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

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

JULY 1, 2025

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

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:
Placing buried fiber cable along Stone Dr. and Covenant Dr. as shown on the provided construction drawings.

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

CITY agrees to the following stipulations:

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

Page 2 of 3

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

WITNESS THE SIGNATURE OF THE APPLICANT this the 24th day of
June, 2025.

By: Seth Bagnell
Title: Sr Specialist OSP Design Engineer

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

By: _____
City of Batesville / Director of Public Works

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

JULY 1, 2025

IN RE: QUOTES RECEIVED- CULVERTS

The City of Batesville received the following quotes for (2) 40'X60' culverts and

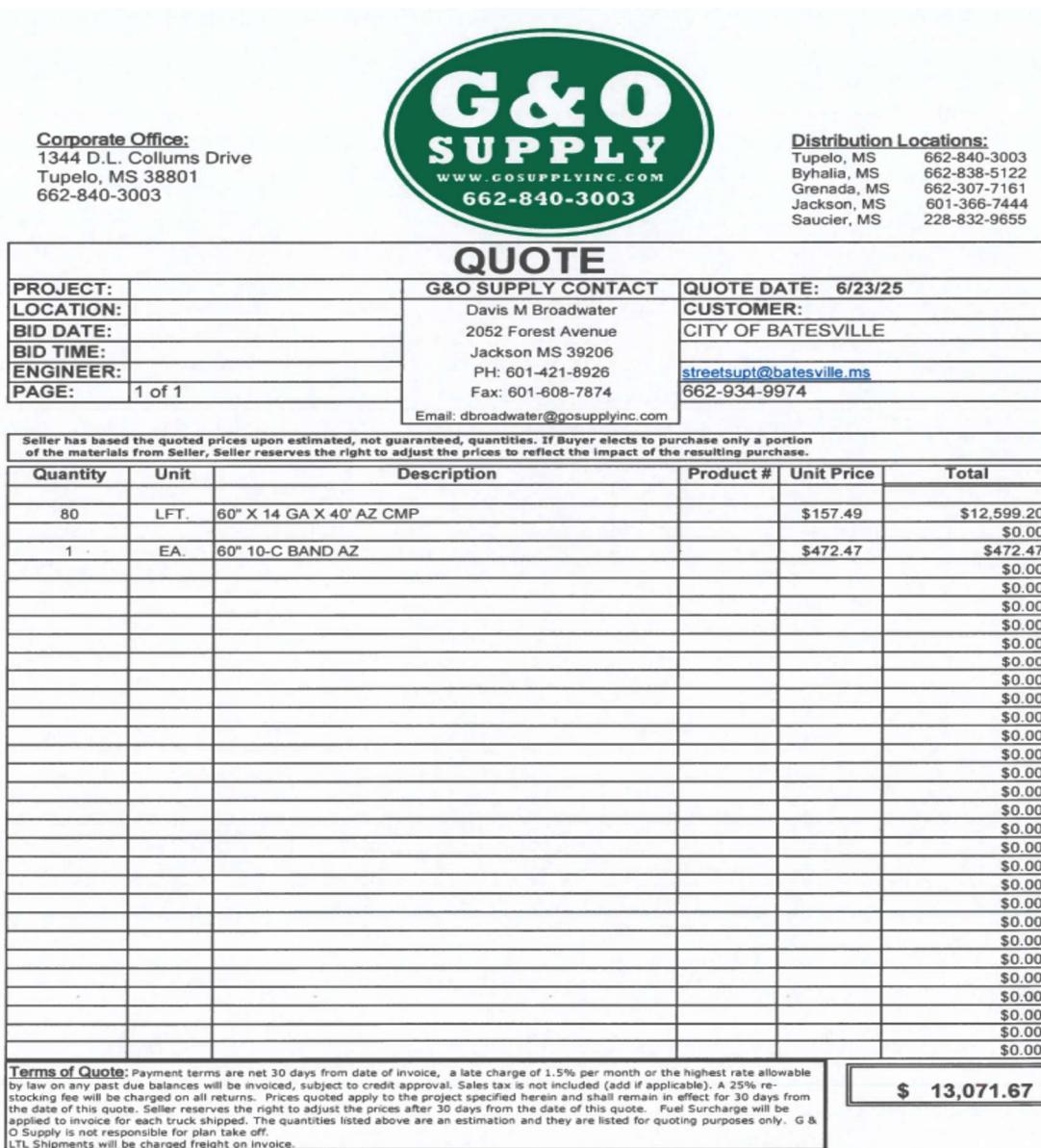
(1) 60' band:

G&O SUPPLY **\$13,071.67**

PANOLA PIPE \$13,471.40

Upon recommendation of Public Works Director Newt Benson and upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered that the quote from G&O Supply in the amount of \$13,071.67 be and it is hereby approved and accepted as the lowest and best quote for (2) 40'x60' culverts and (1) 60' band.

Copies of the quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:



Terms of Quote: Payment terms are net 30 days from date of invoice, a late charge of 1.5% per month or the highest rate allowable by law on any past due balances will be invoiced, subject to credit approval. Sales tax is not included (add if applicable). A 25% restocking fee will be charged on all returns. Prices quoted apply to the project specified herein and shall remain in effect for 30 days from the date of this quote. Seller reserves the right to adjust the prices after 30 days from the date of this quote. Fuel Surcharge will be applied to invoice for each truck shipped. The quantities listed above are an estimation and they are listed for quoting purposes only. GTS Group is not responsible for plant take off. GTS Group is not responsible for any shipping or handling charges.

LTL Shipments will be charged freight on invoice.

ACCEPTANCE

Company: _____
By: _____
Title: _____ Date: _____

2020-03-03

By: Ken Cline
Title: Office Manager

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

JULY 1, 2025

IN RE: APPROVAL TO ACCEPT ANNUAL SERVICE AGREEMENT- HACH

Upon motion of Alderman Flowers and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the City of Batesville accept the annual service agreement from Hach, provided that with the City's Standard Contract Addendum is attached to it and is made a part thereof:

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	1 of 5 HACH548611
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389	<i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693
	<i>Purchase Orders</i>		<i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number : HACH548611 Version : 0.7 Quotation Date : 18-JUN-25
Expiration Date : 23-SEP-25

Hach Company Contact :	Willett, David	Service Partnership Phone :	(800) 227-4224 x6293	Service Partnership Email :	david.willett@hach.com
Customer Ref Customer Phone :	Renewal Quote 662-934-9246	Customer Fax :		Customer Contact Customer Email :	Snyder, Gary batesvillewwtp@panola.com

Bill-To Account # 044299		Ship-To Account # 044299			
Customer Name	CITY OF BATESVILLE	Customer Name	CITY OF BATESVILLE	Payment Terms:	Net 30
Address4	CITY HALL	Address4		Billing Method:	Annual-Invoices on START Date
Address1	103 COLLEGE ST	Address1	341 PANOLA AVE	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	BATESVILLE-MS-38606-21 01	City,State, Postalcode	BATESVILLE-MS-38606		
Province/ Country	US	Province/ Country	US		

Line	Service Name	Covered Product	Start Date	End Date	Description/Serial Number	Line Total
1		FSPUVASPRB	23-SEP-25	22-SEP-26	Fld Svc-2V UVAS Sensor	1,700.00
1.1		LXV418.99.90002			db UVAS plus sc sensor, 50mm ; 1529899	
2		FSPLDO2	23-SEP-25	22-SEP-26	Fld Svc LDO2 - 1 visit Field Service Partnership provides full coverage, including one on-site annual preventative maintenance/calibration service and probe replacement upon failure.	964.00
2.1		9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 150770000045	
2.2		9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 150770000051	
3		FSPSC200	23-SEP-25	22-SEP-26	Fld Svc-1V SC200 Controller	984.00

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

JULY 1, 2025

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	2 of 5 HACH548611
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

3.1	LXV404.99.00552	nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1401C0100504		
3.2	LXV404.99.00552	nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1501C0143900		
3.3	LXV404.99.00552	nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1501C0143902		
4	BSPPPLUSDR3900	23-SEP-25 22-SEP-26	BenchPlus-DR3900 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1,118.00
4.1	LPV440.99.00012	db as DR3900 SPECTROPHOTOMETER WITH RFID ; 1665249		
5	FSPAS950 CONTROLLER ONLY	23-SEP-25 22-SEP-26	Fld Svc AS950 Controller only 1 VST Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Coverage does NOT include refrigerator. For coverage on the AWRS only, please use p/n: FSPREFRIGERATION AWRS ONLY 1 VST	1,902.00
5.1	8900SD	oo SD900 CONTROLLER ONLY, AWRS ; 14250000138		
5.2	8900SD	oo SD900 CONTROLLER ONLY, AWRS ; 142510000140		
6	FSPREFRIGERATION AWRS ONLY 1 VST	23-SEP-25 22-SEP-26	Fld Svc Refrigeration System 1 VST	1,008.00

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

JULY 1, 2025

 <p>HACH TECHNICAL SUPPORT TECHNICAL SUPPORT TECHNICAL SUPPORT</p>	<p>HACH SERVICE PARTNERSHIP QUOTATION</p> <p>Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p>Purchase Orders</p>	<p>Page : 3 of 5 Partnership Number : HACH548611</p> <p>WebSite: www.hach.com</p>	<p>Remittance 2207 Collections Center Dr Chicago, IL 60693</p> <p>Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>

Field Service will be performed by an approved contractor that is handled by Hach. The FSP includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), and unlimited technical support calls. Coverage applies to all refrigerated samplers and does NOT include sampler controllers.

6.1	900SDAWRS1HTR	oo SD900 AWRS 20L BUNDLE W/HEATER ; 142520493109
6.2	900SDAWRS1HTR	oo SD900 AWRS 20L BUNDLE W/HEATER ; 142520493110

Sub Total : 7,676.00
Tax: 0.00
Total : 7,676.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : CITY OF BATESVILLE

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:
These Terms & Conditions of Sale are contained, directly or by reference, in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:
Buyer may cancel goods orders at Hach's fair charge for Hach's expenses, including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) days prior written notice and refunds will be

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

JULY 1, 2025

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number : 4 of 5 HACH548611
Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389	Purchase Orders	WebSite: www.hach.com
		Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

prorated based on the duration of the service plan. Inspections and minstimate fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:
Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter International waters or airspace or cross an International frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:
Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:
All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance, brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:
All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in its discretion, (a) cancel the order or terminate the contract; (b) withhold future shipments until all delinquent payments are made; (c) demand full payment from Hach-in-advance before even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1.5% per month or the maximum rate permitted by law; (e) for each month or part month of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arises out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due. Hach, Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's interest, if any, in the Products for the benefit of creditors, or insolvency or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for title, payment or non-payment.

7. LIMITED WARRANTY:
Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that service furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the service. Parts purchased by Hach will be warranted for a period of one (1) year from the date of manufacture or for the period of time remaining on the original parts manufacturer's warranty, whichever is longer. Any non-Anderson parts that are repaired by Hach shall become the property of Hach. No warranties are extended to the customer on any parts, including but not limited to, membranes, sensors, batteries, mercury cells, and sight bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:
Indemnification applies to a party and its party's successors-in-interest, assigns, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This Indemnification is provided on the condition that the Buyer is the sole responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in partnership with Buyer.

9. PATENT PROTECTION:
Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement in any U.S. state or in any state of the European Union ("EU") that has issued an order of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer. Hach will not be liable for any damages or costs arising from any claim of infringement by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (provided for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:
Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:
All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:
"Proprietary Information" means any information, know-how or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to source and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacy-policy>.

13. CHANGES AND ADDITIONAL CHARGES:
Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Product's delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating

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

JULY 1, 2025

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	5 of 5 HACH548611
	<p>Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p>Purchase Orders</p>	<i>WebSite:</i> www.hach.com	<p>Remittance 2207 Collections Center Dr Chicago, IL 60693</p> <p>Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>

manufacture; (c) the use of parts or accessories not provided by Hatch; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is limited to the use of the Product for its intended use.

EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS
Under Section 3611 of the CCR, Buyer is responsible for obtaining any required export or import licenses. Hatch represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations, including but not limited to, all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., EU and any other country having jurisdiction, and will obtain, obtain or will comply with all laws and regulations applicable to the installation or use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hatch products or technology to any country or entity that is subject to any U.S. or international economic or trade sanctions or embargoes, or to any individual, entity or organization that is subject to any U.S. or international economic or trade sanctions or embargoes. Buyer will not sell, transfer, export or re-export any Hatch products or technology to any country or entity that is subject to any U.S. or international economic or trade sanctions or embargoes, or to any individual, entity or organization that is subject to any U.S. or international economic or trade sanctions or embargoes. Buyer agrees that no payment or consideration of any kind, including but not limited to the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), will be given by Buyer to any person, including but not limited to any government official or party, or any political party office to induce such person or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hatch, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance or acceptance in exchange, kickbacks or other unlawful improvements of obtaining business or any improper advantage, with regard to any of Buyer's activities, or to any of Hatch's activities, for a copy of the FCPA and for access to its Helpline portal.

14. FORCE MAJEURE: Hatch is relieved from performance of its obligations under this Contract in the event caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or requirements to grant, export or import licenses or the suspension or revocation thereof, or any other acts of any Government; wars, riots, insurrections, civil disorders or acts of criminals or terrorist; acts; material shortages or delays in delivery to Hatch by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and other obligations of Hatch will be suspended until the circumstances have been removed.

11. **NON-ASSIGNMENT AND WAIVER:**
Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hatch's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

the Hach Indemnified Parties in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. APPLICABLE LAW AND DISPUTE RESOLUTION: The laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws, shall govern this transaction. Any provision of this Contract Violating the laws of the State, or any state or federal statute or regulation, or any counties having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-delving without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hatch and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

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 Compliance Envirosystems, LLC [the "Contract"].

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

CITY OF BATESVILLE, MISSISSIPPI

By: Hal Fenn
HAL FENN, MAYOR

HACH SERVICE PARTNERSHIP

By:

(Print Name and Title)

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

JULY 1, 2025

IN RE: APPROVAL OF EMERGENCY PURCHASE- TWO AERATORS AT THE WWTP LAGOON

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

RESOLUTION APPROVING AND RATIFYING THE EMERGENCY PURCHASE OF TWO AERATORS AT THE WWTP LAGOON AND FURTHER AUTHORIZING PAYMENT THEREFOR

WHEREAS, Public Works Director Newt Benson , of the City of Batesville, Mississippi, has advised the Mayor and Board of Aldermen of the City of Batesville that under conditions determined to be an emergency, two aerators for the WWTP lagoon from New Day Wastewater Solutions, for a total of \$74,500.00 and submitted a Certificate of Emergency Purchase or Repair setting out the facts of the afore said matter which is attached hereto and incorporated herein by reference; and

WHEREAS, the Mayor and Board of Aldermen do hereby find and determine that the two aerators for the WWTP Lagoon was in a state of disrepair and had to be replaced immediately in order to avoid conditions that would be detrimental to the public health, welfare and safety of the citizens of Batesville and for the reasons circled on the attached Certification of Emergency Purchase or Repair and that said circumstances constituted an emergency under Sections 31-7-1(i) and -13(k) of the Mississippi Code of 1972, as amended:

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

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

2. The Mayor and Board of Aldermen do hereby ratify, confirm and approve the repair of the emergency replacement for two aerators at the WWTP lagoon by New Day Wastewater Solutions for the sum of \$74,500.00.

3. The Mayor and Board of Aldermen of the City of Batesville, Mississippi, do hereby approve and authorize the payment of the sum of \$74,500.00 to New Day Wastewater Solutions in connection with the repair of the aforesaid emergency replacement for two aerators at the WWTP lagoon

RESOLVED, this the 1st day of July, 2025.

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

JULY 1, 2025

CERTIFICATION OF EMERGENCY PURCHASE OR REPAIR

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

On or about the 12 day of June, 2025, I determined that an emergency existed in regard to the purchase and/or repair set out below so that the delay incident to giving opportunity for competitive bidding would be detrimental to the Mayor and Board of Aldermen of the City of Batesville.

Describe in detail and include all information mentioned:

PO# 4325

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

(One) 10 HP 3 Phase Electric Permy Aerator - \$20,500.00
(One) 20 HP 3 Phase Electric Permy Aerator - \$53,000.00) \$74,500.00

New Day Wastewater Solutions
Ordered on 6/12/25. Installed 6/18/25
Wastewater Treatment Plant Lagoon

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

Two new aerators installed at the WWTP Lagoon by Aermax & New Day Wastewater Solutions on 6/18/25 for \$74,500.00

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

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

On June 9 or 10, I was notified by Mark Ivy, WWTP Superintendent that our last aerator had failed to operate & that he couldn't get or find parts for it due to its age (15-20 years old). The WWTP team put a barge in the lagoon & found there's only about 4-5" of water on top of an 8' deep lagoon. I then determined that the immediate need for aeration was critical. Was able to find two aerators from New Day Wastewater Solutions & they could deliver & install by 6/18/25. I placed the order & the units were installed on 6/18/25 & made operational.

Circle the number of the appropriate items in the list below that you believe are most

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

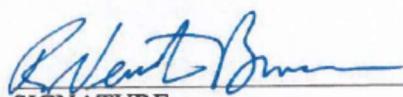
JULY 1, 2025

applicable to the situation as you assessed it:

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

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

Date: 07/23/25


SIGNATURE

R. Newton Benson

(PRINT NAME OF THE PERSON SIGNING)

POSITION: Public Works Director

INVOICE

New Day Wastewater Solutions
LLC
10180 Strong Rd
Aberdeen, MS 39730-9379

ndwastewatersolutions@gmail.com
+1 (662) 694-0188

Bill to
Newt Benson
City of Batesville
PO Box 689
Batesville, MS 38606

Ship to
Newt Benson
City of Batesville
103 College St.
Batesville, MS 38606

Invoice details

Invoice no.: 1001
Terms: Due on receipt
Invoice date: 06/12/2025
Due date: 06/12/2025

#	Product or service	Description	Qty	Rate	Amount
1.		PO # 4325			
2.	10 HP	10 HP 3 Phase Aerway Aerator Serial: ND1010-001-061225	1	\$26,500.00	\$26,500.00
3.	20 HP	20 HP 3 Phase Aerway Aerator Serial: ND2012-001-061225	1	\$53,000.00	\$53,000.00
4.	Discount	Discount	1	-\$5,000.00	-\$5,000.00
5.		Warranty: One (1) year warranty on frame and two (2) years warranty on motor and gearbox.			

Total

\$74,500.00


R. Newton Benson
07/23/25

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

JULY 1, 2025

IN RE: QUOTES RECEIVED- HOBBY LOBBY GAS METER SET

The City of Batesville received the following quotes for Hobby Lobby Gas Meter

Set:

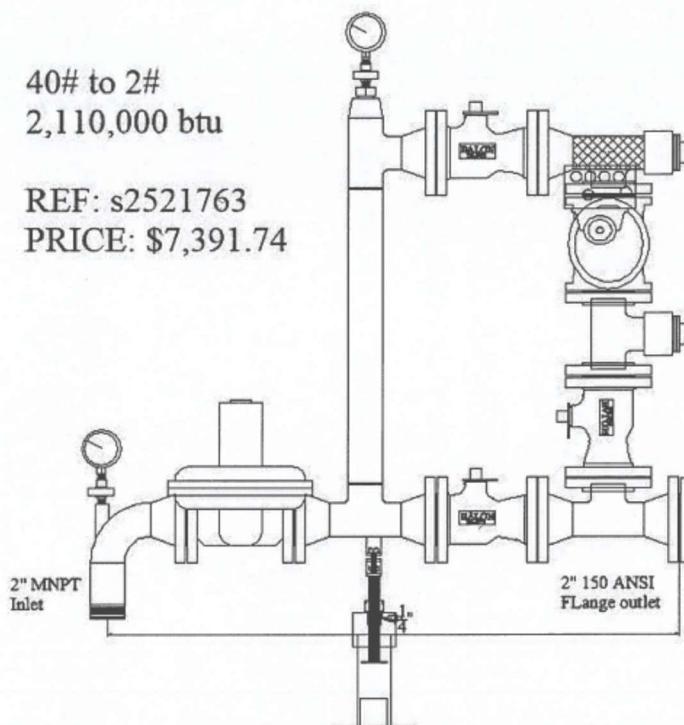
TRISTATE METER SERVICES	\$7,391.74
CORE & MAIN	\$8,456.00

Upon recommendation of Public Works Director Newt Benson and upon motion of Alderman McCloud and second of Alderman Flowers and upon unanimous vote taken, it was ordered that the quote from TriState Meter Services in the amount of \$7,391.74 be and it is hereby approved and accepted as the lowest and best quote for Hobby Lobby gas meter set. Copies of the quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:



2865 Rudder Rd, Memphis, TN 38118 | (901) 363-0377 | (800) 365-1987 | Fax: (901) 365-6809

Please see the attached quotation for your Hobby Lobby application.



Darrell Edwards

Inside sales

phone. 901-363-0377

dedwards@tristatemeter.com

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

JULY 1, 2025

IN RE: **MAYOR SIGN- PIPELINE LETTER**

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered that the Mayor and Board of Aldermen sign the Commitment to Pipeline Public Awareness Plan and Program Letter, a copy of which is set out below and on file in the City Clerk's Office.



**CITY OF BATESVILLE MUNICIPAL GAS
PUBLIC AWARENESS PLAN/PROGRAM**

OP ID# 1152

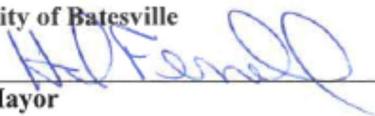
Commitment to Pipeline Public Awareness Plan/Program Statement

The City of Batesville top priority is to protect life, property, and the environment. City of Batesville shall promote the public awareness program to educate stakeholders in our service area, including but not limited to our customers, affected general public (non-customers), places of congregation such as businesses schools, hospitals, and other places where people gather, emergency responders, public officials, excavators, contractors, land developers, and MS One-Call (811) Center etc.

The City of Batesville fully supports the goals and objectives set forth in our Pipeline Safety Public Awareness Program. The City of Batesville is committed to delivering natural gas safely and reliably with the top priority to safeguard our employees, general public (customers and non-customers), first responders, excavators, contractors, and the environment. The City of Batesville is committed to a culture of safety. Our expectation is that our personnel and management shall work to fulfill all the responsibilities of the Pipeline Safety Public Awareness Program.

The City of Batesville, Gas Operator, shall review the program's progress annually. The City of Batesville will dedicate the necessary resources and set the program's budget for the fiscal year to ensure that the objectives of our Pipeline Safety Public Awareness Program are achieved.

City of Batesville



Mayor

Board Members

Steve Caldwell, Gas Operator/Gas Superintendent
City of Batesville Gas Department

Date: 7/01/2025

**** Recordkeeping:**

Maintain documentation (i.e., Board Minutes) of budget and other decisions regarding public awareness.

****Update as changes occur.**

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

JULY 1, 2025

IN RE: HANDICAP/DISABILITY ACCESS FOR CITY HALL

Upon motion of Alderman Harrison and second of Alderman Flowers and upon unanimous vote taken, it was ordered for Public Works Director Newt Benson to place a ramp at the front door of City Hall so it will be better access for handicap and people with a disability.

IN RE: ALLOW CLAIMS

On motion made by Alderman Land, second by Alderman Dugger 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 52562-53201 (includes the Co-Op) be and the same are hereby approved and allowed and shall be paid by Warrant drawn on the fund indicated.

*Alderman Harrison returned to the meeting.

IN RE: CODE ENFORCEMENT OFFICE

There came on for discussion the matter of adding the word enforcement to the Code Office so that its name will be the Code Enforcement Office.

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the word enforcement be added to all Code Office vehicles, all doors, shirts, stationary, etc. and further any reference to the Code Office in any Ordinance, Order, Resolution or Regulation shall mean the Code Enforcement Office.

JULY 1, 2025

IN OPEN SESSION

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

IN THE CLOSED MEETING

Mayor Ferrell announced that the meeting is closed to determine whether or not the Mayor and Board of Aldermen should declare an executive session. Present in the closed meeting were: Mayor Ferrell; Aldermen Land, Harrison, Whitaker, McCloud, and Flowers; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; City Clerk Shonnah Weaver and Administrative Assistant Sulli Bolen.

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

IN OPEN MEETING

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for the purpose of discussing potential land purchase, appealable order, and potential litigation and that the total vote on the motion to go into executive session was five (5) aldermen in favor and no aldermen opposed. Those present in the open meeting were Mayor Ferrell; Aldermen Harrison, Land, Whitaker, Flowers, and McCloud; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; City Clerk Shonnah Weaver and Administrative Assistant Sulli Bolen.

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

JULY 1, 2025

IN EXECUTIVE SESSION

Mayor Ferrell announced that the Mayor and Board of Aldermen are in executive session. Those present in executive session were Mayor Ferrell; Aldermen Harrison, Whitaker, Flowers, and McCloud; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; City Clerk Shannah Weaver and Administrative Assistant Sulli Bolen.

There came on for discussion of potential land purchase. (Blake Mendrop, Public Works Director Newt Benson, Assistant Public Works Gary Snider, and Parks and Recreation Director Heath Fullilove were present for this conversation.)

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

There came on for discussion of potential litigation.

Public Works Director Newt Benson presented an offer of property to sell land to the City of Batesville. After discussion by unanimous consent the Mayor and Board of Aldermen declined the offer.

Public Works Director Newt Benson discussed damages to a citizens driveway caused by the City of Batesville.

Public Works Director Newt Benson discussed land that may be donated to the City of Batesville for a public road purpose located East of and parallel to I-55.

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

JULY 1, 2025

Alderman Harrison raised issues that may involve litigation in regard to a certain contract to which the City of Batesville is a party.

IN OPEN MEETING

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

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

JULY 1, 2025

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 1:00 o'clock p.m., July 15, 2025, at the City Hall at 103 College Street, Batesville, Mississippi.

In accordance with Section 25-41-7, Mississippi Code of 1972, as amended, a notice of said regular meeting has been posted in the City Hall and a copy of said notice follows these minutes.

Mayor

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

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

JULY 1, 2025

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

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

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

Date: July 15, 2025

Hour: 1:00 p.m.

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

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