

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

APRIL 2, 2024

REGULAR MEETING

APRIL 2, 2024

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 April, being the 2<sup>nd</sup> day of April 2024, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Stan Harrison, Dennis Land, Bill Dugger, Teddy Morrow and Bobby Walton. Also present were: City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; Captain Richard Stonestreet; Chief Building Official Andy Berryhill; Code Official Dennis Barfield; Public Works Director David Karr; Assistant Public Works Director Newt Benson; Fire Chief Tim Taylor; Civic Center Director Rodney Holley; Parks and Recreation Director Heath Fullilove; Assistant City Clerk Shonnah Weaver; IT Manager Joel Taylor; and Sulli Woods.

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

APRIL 2, 2024

IN RE:            STATEMENT BY MAYOR

Mayor Ferrell read the following statement and requested that a copy be placed in the minutes:

To the Citizens of Batesville:

The mayor operates like a CEO for the entire city and has the right and duty to ask questions to any department.

While I have questioned some actions taken by the police, I have never asked for a decision or policy to be changed. I only questioned the rationale. I support the police, as well as all departments 100%. It is my duty to oversee all departments and make sure that they are operating efficiently and responsibly.

Yesterday, April 1, 2024, I sent a text message to Assistant Police Chief Barry Thompson asking to meet with him and Officer Stonestreet. My request stated I would like to meet to discuss our cameras that we currently have and any cameras that are not working. Barry told me he is prohibited from talking to me regarding cameras because Stan Harrison said that he could not talk to me by **ORDER OF THE BOARD**. I asked Shonnah Weaver if the Board had met today, April 1, 2024, or if there had there been any text messages regarding a Board meeting. Her answer was no. No Board member contacted me to express their concern.

The Board did not vote on this order and cannot prohibit people from talking to the mayor. If the Board had met and voted without my knowledge, they would have violated an ethics law. Then why did Stan Harrison tell Barry it was ordered by the Board not to talk to me?

A little background is needed here. After taking office, I asked about our security cameras throughout the city and learned that they were frequently offline. When I asked how the police knew if any cameras were offline, I was told no one could tell unless an individual logged in on a certain computer.

I discovered that some outage problems were due to the cellular connections. Therefore, I asked for Board approval to convert from Wi-Fi to TVIFiber, and the Board agreed. Once Fiber was installed, I had the camera supplier set up a procedure to notify the Chief of Police when a camera failed. I also got the Board to agree to put a monitor in the dispatch area to have a visual reference of cameras.

Unfortunately, some cameras were still not functioning. The company from which we purchased the cameras was not honoring their service agreement. I got involved to try to get all cameras working. I asked to be included in any emails relating to repairs that any police personnel had regarding cameras. This courtesy was not done. I asked the Board to approve having our city attorney send a demanding letter asking for the repairs to be made. Minimal action followed the letter, and some cameras are still not working.

At the same time my research found a company that has the potential of collecting fines and generating revenue. When I presented this possibility, the Board agreed to test this system to see if it is compatible with our system. I have been working on this implementation since that day. Many stumbling blocks were encountered, including the legality of this system. All legal questions have been cleared.

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When I questioned why this test had not been set up, numerous objections popped up from uninformed individuals. After meeting with Barry Thompson, Chief Darby and Officer Stonestreet, I was told that if the city allowed the tag reader company to access our cameras, we would not be eligible to get NCIC for our own tag reader use. My reply was I do not want to jeopardize anything with our police department.

My questions remain; why have we had these cameras for 4 years with no access to NCIC with our tag reader cameras? I have not caused that problem. Why had I not been notified until last Wednesday that the police department thought there would be a problem if we allowed the tag reader company to access our system? I have purposely been left out of those conversations.

I stated to Officer Stonestreet and Chief Darby, I do not want to prevent the city from obtaining any services. I set up a conference call to resolve questions with the tag reader company for Wednesday, April 3rd and notified Barry, Chief Darby, Joel Taylor and asked that Stonestreet be notified. I canceled that meeting yesterday, April 1<sup>st</sup> after learning that Barry had been ordered not to talk to me about cameras.

Functioning cameras is a matter of public concern. The company that installed the cameras has not heeded the city attorney's warning about repairs that should have been made under warranty.

Unfortunately, for months there have been non-operating cameras. I have been gathering information to learn what can be done to repair cameras. And for some reason, there are Board members who object to the mayor talking with policemen about cameras.

Why would any Board member object to me finding solutions to these problems? Why did no one on the Board ever call me to ask what I was doing instead of making false assumptions regarding my sincere interest in helping?

The functions of these cameras are a way of 'arming' our policemen and protecting people and property. As mayor, seeking answers for the safety of our citizens does not mean I intend to manage the police department.

Hal Ferrell  
Mayor, City of Batesville

**IN RE: APPROVAL OF AGENDA**

Upon motion of Alderman Walton and second of Alderman Harrison and upon unanimous vote taken, the agenda of April 2, 2024, was approved with the addition of the Change Order for the MLK Sewer project.

APRIL 2, 2024

CITY OF BATESVILLE BOARD MEETING  
APRIL 2, 2024  
2:00 P.M.| CITY HALL  
AGENDA

**CALL TO ORDER:** Mayor Hal Ferrell

**INVOCATION:** P R Roberts

**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**

- April 2, 2024

**APPROVE MINUTES OF PRIOR MEETINGS**

- Regular Meeting – March 19, 2024
- Adjourned Meeting – March 22, 2024
- Adjourned Meeting – March 25, 2024

**CONSENT AGENDA**

1. Approval for Zach White to attend at Crisis Intervention Training in Hernando, Mississippi on April 1-5, 2024, with expenses paid/reimbursed by the City; must provide proper receipts not to exceed \$15.00 per day. He will travel in a City vehicle.
2. Approval for James Snyder to attend the Building Officials Association of Mississippi (BOAM) on June 10-14, 2024, in Gulfport, Mississippi with expenses paid/reimbursed by the City.
3. Approval for Landon Brown to attend the Basic Firefighter course 1001-I-II at the Mississippi Fire Academy on April 8- May 23, 2024, with expenses paid/reimbursed by the City. He will travel in a City vehicle.
4. Approval for Genisis Gonzalez, Brayden Henson and Micah Morrow to attend the Haz Mat Awareness and Operations course online (two weeks) and one week at the Mississippi Fire Academy for finals and test on April 15-18, 2024, with expenses paid/reimbursed by the City.
5. Approval for School Resource Officer Lt. Shenika Hudson, Adam Campbell, Jarvis Smith and Tekiya Bush to attend the Mississippi Association of School Resource Officer (MASRO) 2024 Training Conference July 7-12, 2024, in Biloxi, Mississippi, with expenses paid/reimbursed by the City.

**PAY REQUEST AGENDA**

1. Approval to issue the following refunds for Civic Center RV rentals:
  - Steve Flowers - \$10.00
  - Josh Cole - \$160.00
2. Approval to issue payment #3 in the amount of \$385,852.18 to be made to W&T Contracting Corporation relative to the Sanitary Sewer Rehabilitation.
3. Approval to issue payment in the amount of \$34,926.87 to be made to Mendrop Engineering Resources for professional services.

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APRIL 2, 2024

### **HUMAN RESOURCES**

1. Approval to offer full time employment to Garrett Bynum and Justin Johnson as non-certified firemen at a rate of \$13.55 per hour, contingent upon them 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 April 15, 2024, at midnight if not accepted.
2. Approval to promote Detective Sergeant Adam Smithey to the rank of Lieutenant with a salary increase of \$2.00 per hour, effective April 4, 2024.
3. Approval to offer full time employment to Latavius Faulkner at a rate of \$14.00 per hour in the Street Department, contingent upon him accepting said offer and undergoing a medical exam and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on April 15, 2024, at midnight if not accepted.

### **VISITORS**

1. The Grace Place
2. Patrice Hoskins

### **PERMANENT VISITORS**

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

### **REPORT OF DEPARTMENT HEADS**

#### **CHIEF BUILDING OFFICIAL – ANDY BERRYHILL**

1. Monthly inspection & complaint list
2. Planning Commission Minutes meeting for March
3. MBAP Request for Junior Auxiliary at 110 Public Square for non-profit operations
4. MBAP Request for Jarva Echols at 111 Public Square for shared retail space
5. MBAP Request for Frank Shahlari at 126 Public Square for delivery and carryout restaurant
6. Final Plat approval for Kat Cole Holdings Lots 1 and 2 subdivision at the corner of College and North Street.
7. Consider work session for April 16 at 1:00 p.m. for discussion of mini-storage zoning
8. Set clean-up hearings as needed

#### **CHIEF OF POLICE – DENNIS DARBY**

1. Potential executive session – tag reader issues related to NCIC

#### **CITY ATTORNEY – COLMON MITCHELL**

1. Sand ditch at daycare

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**ASSISTANT CITY CLERK – SHONNAH WEAVER**

**FIRE CHIEF – TIM TAYLOR**

**PARKS AND RECREATION DIRECTOR – HEATH FULLILOVE**

**CIVIC CENTER DIRECTOR – RODNEY HOLLEY**

**ASSISTANT PUBLIC WORKS DIRECTOR – NEWT BENSON**

1. Approval to accept contract from Mendrop Engineering Resources for 2024 street paving upgrades
2. Approval to authorize Mendrop Engineering Resources to work up a contract for boring gas and water lines under Highway 6 East (taking both utilities from the Walmart side north under 6 to the Covenant Drive area.)
3. Possible discussion about two sewer line extensions
4. Approval to obtain quotes for weed control
5. Potential executive session – personnel matter related to job performance

**ALLOW CLAIMS:** 43735-44278 (includes The Co-Op)

**OTHER MATTERS BY MAYOR OR ALDERMAN:**

**EXECUTIVE SESSION**

**ADJOURNMENT**

**IN RE:        APPROVAL OF MINUTES**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, the minutes of the March 19, 2024, regular meeting and the minutes of March 22, 2024, and March 25, 2024 adjourned meetings, were approved.

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APRIL 2, 2024

IN RE: SIGNATURE SHEET FOR MEETING OF APRIL 2, 2024

Board Meeting  
April 2, 2024  
Signature Sheet

<div><div>Jean Whiteaker</div><div>Please print name clearly</div></div>	<div><div>1099 Laffoon Dr</div><div>Street Address, City, Zip</div></div> <div><div>Batesville</div><div>City, Zip</div></div>
<div><div>Jimmy McCloud</div><div>Please print name clearly</div></div>	<div><div>207 Bates St Batesville, MS</div><div>Street Address, City, Zip</div></div>
<div><div>Richard Storch</div><div>Please print name clearly</div></div>	<div><div>911</div><div>Street Address, City, Zip</div></div>
<div><div>DENNIS DABBY</div><div>Please print name clearly</div></div>	<div><div>B.P.O. 126 Colley St Batesville, MS</div><div>Street Address, City, Zip</div></div>
<div><div>Jennifer Darby</div><div>Please print name clearly</div></div>	<div><div>299 Nottingham Dr Batesville MS 38606</div><div>Street Address, City, Zip</div></div>
<div><div>Jana Echols</div><div>Please print name clearly</div></div>	<div><div>P.O. Box 904 Batesville, MS 38606</div><div>Street Address, City, Zip</div></div>
<div><div>Frank Shottler</div><div>Please print name clearly</div></div>	<div><div>16200 M. Road Dr. S. Shawnee KS 66217</div><div>Street Address, City, Zip</div></div>
<div><div>Kathy Quick</div><div>Please print name clearly</div></div>	<div><div>429 Jordan Rd. Ft. Madison, MS 39110</div><div>Street Address, City, Zip</div></div>
<div><div>Shannon Wells</div><div>Please print name clearly</div></div>	<div><div>491 Caroline Blvd Madison MS 39110</div><div>Street Address, City, Zip</div></div>
<div><div>David Tarver</div><div>Please print name clearly</div></div>	<div><div>132 VAN VOIS ST.</div><div>Street Address, City, Zip</div></div>
<div><div>Dave Kane</div><div>Please print name clearly</div></div>	<div><div>City</div><div>Street Address, City, Zip</div></div>
<div><div>Hegitt Fulmer</div><div>Please print name clearly</div></div>	<div><div>City</div><div>Street Address, City, Zip</div></div>
<div><div>Grea Smith (MER)</div><div>Please print name clearly</div></div>	<div><div>Georgetown</div><div>Street Address, City, Zip</div></div>
<div><div>Brian Thomas</div><div>Please print name clearly</div></div>	<div><div>103 Colley St. Batesville, MS</div><div>Street Address, City, Zip</div></div>
<div><div>Richard Storch</div><div>Please print name clearly</div></div>	<div><div>106 Colley St Batesville, MS</div><div>Street Address, City, Zip</div></div>
<div><div>Joe Azar</div><div>Please print name clearly</div></div>	<div><div>150A Public Square</div><div>Street Address, City, Zip</div></div>
<div><div>Walter Williams</div><div>Please print name clearly</div></div>	<div><div>204 Broad St Batesville, MS 38602</div><div>Street Address, City, Zip</div></div>
<div><div>Vern Benson</div><div>Please print name clearly</div></div>	<div><div>City</div><div>Street Address, City, Zip</div></div>
<div><div>Dennis Barfield</div><div>Please print name clearly</div></div>	<div><div>City</div><div>Street Address, City, Zip</div></div>
<div><div>Andy Bergbill</div><div>Please print name clearly</div></div>	<div><div>City</div><div>Street Address, City, Zip</div></div>
<div><div>Joel Taylor</div><div>Please print name clearly</div></div>	<div><div>City</div><div>Street Address, City, Zip</div></div>
<div><div>Tom Taylor</div><div>Please print name clearly</div></div>	<div><div>City</div><div>Street Address, City, Zip</div></div>

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**IN RE:           APPROVAL OF CONSENT 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 consent agenda be and they are hereby approved:

1.     Approval for Zach White to attend at Crisis Intervention Training in Hernando, Mississippi on April 1-5, 2024, with expenses paid/reimbursed by the City; must provide proper receipts not to exceed \$15.00 per day. He will travel in a City vehicle.
2.     Approval for James Snyder to attend the Building Officials Association of Mississippi (BOAM) on June 10-14, 2024, in Gulfport, Mississippi with expenses paid/reimbursed by the City.
3.     Approval for Landon Brown to attend the Basic Firefighter course 1001-I-II at the Mississippi Fire Academy on April 8- May 23, 2024, with expenses paid/reimbursed by the City. He will travel in a City vehicle.
4.     Approval for Genesis Gonzalez, Brayden Henson and Micah Morrow to attend the Haz Mat Awareness and Operations course online (two weeks) and one week at the Mississippi Fire Academy for finals and test on April 15-18, 2024, with expenses paid/reimbursed by the City.
5.     Approval for School Resource Officer Lt. Shenika Hudson, Adam Campbell, Jarvis Smith and Tekiya Bush to attend the Mississippi Association of School Resource Officer (MASRO) 2024 Training Conference July 7-12, 2024, in Biloxi, Mississippi, with expenses paid/reimbursed by the City.

**IN RE:           APPROVAL OF PAY REQUEST AGENDA**

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

1.     Approval to issue the following refunds for Civic Center RV rentals:
  - Steve Flowers - \$10.00
  - Josh Cole - \$160.00
2.     Approval to issue payment #3 in the amount of \$385,852.18 to be made to W&T Contracting Corporation relative to the Sanitary Sewer Rehabilitation.
3.     Approval to issue payment in the amount of \$34,926.87 to be made to Mendrop Engineering Resources for professional services.

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**IN RE:            APPROVAL OF HUMAN RESOURCES AGENDA**

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

1. Approval to offer full time employment to Garrett Bynum and Justin Johnson as non-certified firemen at a rate of \$13.55 per hour, contingent upon them 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 April 15, 2024, at midnight if not accepted.
2. Approval to promote Detective Sergeant Adam Smithey to the rank of Lieutenant with a salary increase of \$2.00 per hour, effective April 4, 2024.
3. Approval to offer full time employment to Latavius Faulkner at a rate of \$14.00 per hour in the Street Department, contingent upon him accepting said offer and undergoing a medical exam and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of employment expires on April 15, 2024, at midnight if not accepted.

APRIL 2, 2024

**IN RE:        MATCHING FUND DONATION - THE GRACE PLACE**

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

**RESOLUTION**

WHEREAS, The Grace Place, Inc. has requested the City to make a matching funds donation to The Grace Place, Inc. to assist in their funding; and

WHEREAS, the Mayor and Board of Aldermen believe that The Grace Place, Inc. provides a valuable service to the City, the community and to the youth of the City and community and that it would be in the best interest of the City to make a donation to The Grace Place, Inc.; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972 authorizes the governing authorities of any municipality to expend monies from the Municipal General Funds to match any other funds for the purpose of supporting social and community service programs; and

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

1.

That the Mayor and Board of Aldermen hereby find and determine that The Grace Place, Inc. provides a social and community service program of the same kind and nature of those set forth in Section 21-19-65 of the Mississippi Code of 1972 and is encompassed therein; and

2.

That the Board does hereby order that the City donate to The Grace Place, Inc. the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) to match, dollar for dollar, any other funds received by The Grace Place, Inc. from Paddle for Panola for support of their organization, said donation being contingent upon receipt of proof of matching funds.

RESOLVED this the 2<sup>nd</sup> day of April, 2024.

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IN RE: REQUEST FOR TAILGATE PARTY - HOSKINS ROAD

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Patrice Hoskins be and she is hereby allowed to hold a tailgate party on Hoskins Road, Saturday, May 25, 2024, with said event to be coordinated with the Batesville Police Department.

IN RE: FAIR HOUSING MONTH PROCLAMATION

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

**FAIR HOUSING MONTH**

*WHEREAS, April marks the anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and*

*WHEREAS, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and*

*WHEREAS, vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and*

*WHEREAS, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;*

**NOW, THEREFORE, BE IT RESOLVED,**

*that in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, (the) City of Batesville, Mississippi, does hereby join in the national celebration by proclaiming;*

**the MONTH OF APRIL, 2024**

**as**

**FAIR HOUSING MONTH**


*and encourages all agencies, institutions, and individuals, public and private, in (the) City of Batesville to abide by the letter and the spirit of the Fair Housing law;*


*and acknowledge the North Delta PDD Area Fair Housing Event to be conducted virtually via the information below on April 30, 2024 at 4:00 PM.*

*Zoom: <https://bit.ly/NDPDD24FH> or*

*Call in: (312) 626-6799 Meeting ID : 81429577797 Passcode: 172941*

Signed and sealed this 2 day of April, 2024.

  
Attest

  
Chief Elected Official

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

APRIL 2, 2024

**IN RE:            FAIR HOUSING RESOLUTION**

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

City of Batesville, Mississippi  
**FAIR HOUSING RESOLUTION**

**LET IT BE KNOWN TO ALL PERSONS OF** (the) City of Batesville, Mississippi that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of (the) City of Batesville, Mississippi to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City does hereby pass the following Resolution.

BE IT RESOLVED that within available resources, (the) City of Batesville will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that (the) City of Batesville shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

(The) City of Batesville, MISSISSIPPI will, at a minimum: 1. Adopt and publicize the Fair Housing Resolution; 2. Post Fair Housing Posters in prominent public areas; 3. Provide Fair Housing Brochures Fair Housing information to the public; 4. Declare April as Fair Housing Month by Proclamation or Resolution; and 5. Acknowledge the North Delta PDD Area Fair Housing Event to be conducted virtually via the information below on April 30, 2024 at 4:00 PM.

Zoom: <https://bit.ly/NDPDD24FH> or

Call in: (312) 626-6799 Meeting ID : 81429577797 Passcode: 172941

**EFFECTIVE DATE:**

This Resolution shall be in effect April 1, 2024.

Attest

  
Chief Elected Official

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IN RE: CHANGE ORDER – SANITARY SEWER COLLECTION SYSTEM REHABILITATION

There came on for discussion the approval of the Change Order Number 1, set out below in connection with the Sanitary Sewer Collection System Rehabilitation.

Upon motion of Alderman Harrison and second of Alderman Morrow and unanimously carried upon the affirmative vote of all board members present, the Mayor and Board of Aldermen of the City found and determined that the changes or modifications to the original contract as shown in the Change Order are necessary or would better serve the purpose of the City, are necessary or incidental to the completion and scope of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable, are not made to circumvent the public purchasing statutes and the decreased contract amount by \$17,842.64 is reasonable and ordered that said Change Order No. 1, shown below, be and the same is hereby approved resulting in a revised contract price of \$1,545,687.28:

1576 Highland Colony Parkway

Suite 325

Pittsland, MS 38137

www.GarverUSA.com

Construction Contract Change Order

Project:

Sanitary Sewer Collection System Rehabilitation

City of Batesville

Garver Job No. 21W10330

Change Order No.

1

Date Prepared:

March 20, 2024

Prepared by:

Shannon Wells

Owner:

City of Batesville

132 Van Voris Street

Batesville, MS 38606

Contractor:

W&T Contracting Corporation - Memphis, TN

4745 Poplar Avenue, Suite 212

Memphis, TN 38117

Description of Work Included in Contract

Sanitary Sewer Collection System Rehabilitation which includes, but is not limited to installation of 10-inch HDPE force main, installation of 8-inch and 12-inch gravity sewer main, installation of 10-inch CIPP lining, manhole rehabilitation, water line relocations and other incidental and ancillary work.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

A.

Work changes as reflected in Work Change Directive #1, with cost changes specifically relating to the addition of a drop connection to new manhole B-3, the partial removal of the existing manhole #11493, and changes to sewer connectivity at existing manholes.

B.

Work changes as reflected in Work Change Directive #4, with cost changes specifically relating to the addition and/or deletion of services along Pearson Street, Van Voris Street and Deaton Street, changes to the sewer force main bored and open trench segment lengths, changes to depth of bore pits for the force main, and the addition of a drop connection to existing manhole #1047. No point repairs were required for the gravity sewer along Van Voris, leading to a credit for base bid item No. 12.

C.

The linear footage of 12" gravity sewer installed on MLK is less than plan quantity, therefore, bid item A-1 is being reduced accordingly. In addition, existing conditions encountered during installation of 12" gravity sewer main along MLK Dr. required additional roadway paving. Permanent painted traffic striping has been included in this cost change.

D.

Additional CCTV was performed for gravity sewer along Pearson Street and Van Voris Street.

E.

Point repairs were not required as part of the Van Voris Street CIPP sewer rehabilitation; therefore, bid item 15 has been reduced to zero.

F.

There will be no change in contract amount due to Work Change Directive #2 or Work Change Directive #3.

Attachments:

Contract Changes

Bid Item No.

Bid Item Description

Unit of Measure

Original Quantity

Revised Quantity

Quantity Adjustment (Revised - Original)

Contract Unit Price

Contract Amount

A.

WCD1-1

Work Change Directive #1

LS

N/A

1

1

\$18,280.91

\$18,280.91

B.

5

10-inch, SDR17, HDPE Pipe Force Main and Fittings (Directional Drill)

LF

2,907

3,258

351

\$80.00

\$28,080.00

B.

6

10-inch, SDR17, HDPE Pipe Force Main and Fittings (Open Cut)

LF

658

267

-391

\$88.00

-\$34,408.00

B.

15

4-inch, SDR26, PVC Pipe Sewer Service Lateral Extension and Connection to Existing Sewer Main

EA

13

10

-3

\$6,450.00

-\$19,350.00

B.

26

4-inch, SDR26, PVC Pipe Sewer Service Lateral Extension and Connection to Existing Sewer Main

EA

6

7

1

\$5,500.00

\$5,500.00

B.

B-1

8-inch, SDR26, PVC Gravity Sewer Main (Deaton St.)

LF

216

191

-25

\$132.09

-\$3,302.25

B.

B-6

4-inch, SDR26, PVC Pipe Sewer Service Lateral Connection to Existing Sewer Main

EA

2

0

-2

\$3,850.00

-\$7,700.00

B.

WCD4-1

8-inch, SDR26, PVC Pipe Sewer Service Lateral Extension and Connection to Existing Sewer Main

LS

N/A

1

1

\$7,350.00

\$7,350.00

B.

WCD4-2

6-inch, SDR26, PVC Pipe Sewer Service Lateral Connection to Existing Sewer Main

LS

N/A

1

1

\$6,250.00

\$6,250.00

B.

WCD4-3

Additional excavation, backfill and restoration for bore pits due to added depths on force main

LS

N/A

1

1

\$33,572.48

\$33,572.48

B.

WCD4-4

Drop Connection Removal and Install of Drop Bowl in SMH #1047 at Panola Road

LS

N/A

1

1

\$3,550.00

\$3,550.00

C.

A-1

12-inch SDR26, PVC Gravity Sewer Main

LF

700

642

-58

\$488.50

-\$28,913.00

C.

A-6

Asphalt Street Paving Replacement

SY

950

1,645

695

\$48.00

\$33,360.00

C.

CO1-1

4" Painted Double Yellow Stripe and Painted White Stop Bar on MLK Dr

LS

N/A

1

1

\$2,985.15

\$2,985.15

D.

11

Pre-Construction Cleaning and CCTV Inspection (Van Voris St.)

LF

3,400

3,763.3

363

\$4.50

\$1,634.85

D.

25

Pre-Construction Cleaning and CCTV Inspection (Pearson St.)

LF

300

655

355

\$5.50

\$1,952.50

E.

12

Point Repair

EA

2

0

-2

\$15,500.00

-\$31,000.00

Net Cost for this Change Order

\$17,842.64

Estimated Project Cost

Estimated Project Cost

Original Contract Amount

\$1,527,844.64

This Change Order

\$17,842.64

New Contract Amount

\$1,545,687.28

Time Change

Original Contract Start Date

January 3, 2024

Original Contract Time (calendar days)

300

Additional Calendar Days granted by this Change Order

0

New Contract Time (calendar days)

300

Suspended Time

0

New Construction Completion Date

October 29, 2024

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

APRIL 2, 2024

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS			
ISSUED FOR REASONS INDICATED ABOVE			
Engineer: Garver	<u>M. S. Wells</u>	Project Engineer	3/19/2024
	Engineer's Signature	Title	Date
ACCEPTED BY CONTRACTOR			
	<u>Nathan Stangel</u>	Project Manager	04/02/2024
	Contractor's Signature	Title	Date
APPROVED BY OWNER			
		Title	Date
	Owner's Signature		

		Work Change Directive No.	1
Date of Issuance:	01/08/24	Effective Date:	01/08/24
Owner:	City of Batesville	Owner's Contract No.:	CDBG Project No. 1137-21-111-PF-01
Contractor:	W&T Contracting Corporation	Contractor's Project No.:	
Engineer:	Garver LLC	Engineer's Project No.:	21W10330
Project:	Sanitary Sewer Collection Rehabilitation	Contract Name:	
Contractor is directed to proceed promptly with the following change(s):			
Description:			
<ul style="list-style-type: none"><li>- Revised grades for gravity sewer manholes along MLK Drive (Alternate B).</li><li>- Revisions to sewer connectivity at the intersection of MLK Drive/Noble Street, including but not limited to: changes to new gravity sewer pipe, the deletion of 2 drop connections, and grouting an existing manhole</li><li>- Connecting existing service to new MH #B3 (drop connection) and removal of top cone section manhole as required. Base sections below elevation of service line shall remain and be filled as per the abandonment detail.</li></ul>			
Attachments: [List documents supporting change]			
Revised Plan Sheet C-105			
Purpose for Work Change Directive:			
Directive to proceed promptly with the Work described herein is issued due to: [check one or both of the following]			
<input type="checkbox"/> Non-agreement on pricing of proposed change.			
<input checked="" type="checkbox"/> Necessity to proceed for schedule or other Project reasons.			
RECOMMENDED:		AUTHORIZED BY:	
By: <u>M. S. Wells</u>	By:	RECEIVED:	
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: Project Engineer	Title: Public Works Director	Title: Project Manager	
Date: 01/08/24	Date: 01/08/24	Date: 01/11/2024	
Approved by Funding Agency (if applicable)			
By:		Date:	
Title:			

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

APRIL 2, 2024

Alderman Harrison recused himself from the meeting.

**IN RE: DOWNTOWN BUSINESS DISTRICT USE PERMIT – 110 PUBLIC SQUARE**

Chief Building Official Andy Berryhill presented a Downtown Business District Mayor and Board of Aldermen Use Permit request made by JA of Batesville, that was recommended by the Planning Commission, for non-profit operations.

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

**IN RE: EVENTS ON THE DOWNTOWN SQUARE**

Jennifer Darby of JA of Batesville appeared before the Mayor and Board of Aldermen requesting permission to setup bouncy houses during the following Mainstreet events: the Color Run event on May 18, 2024, and the Art Mart on October 5, 2024.

Upon motion of Alderman Walton and second of Alderman Morrow and upon unanimous vote taken, the above request is hereby approved, contingent upon proof of liability insurance.

**IN RE: DOWNTOWN BUSINESS DISTRICT USE PERMIT – 111 PUBLIC SQUARE**

Chief Building Official Andy Berryhill presented a Downtown Business District Mayor and Board of Aldermen Use Permit request made by Jarva Echols, that was recommended by the Planning Commission, for clothing, formal wear, and jewelry.

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

Alderman Harrison returned to the meeting.

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

APRIL 2, 2024

**IN RE: DOWNTOWN BUSINESS DISTRICT USE PERMIT – 126 PUBLIC SQUARE**

Chief Building Official Andy Berryhill presented a Downtown Business District Mayor and Board of Aldermen Use Permit made by Frank Shahlari, that was recommended by the Planning Commission, for a delivery and carryout restaurant only with hours from 10:00 a.m. until 12:00 a.m.

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

**IN RE: APPROVAL OF FINAL PLAT – KAT COLE HOLDINGS LOTS 1 AND 2**

Upon recommendation made by the Planning Commission at their March 25, 2024, meeting and on motion made by Alderman Morrow, second by Alderman Harrison and unanimously carried upon a vote being taken there, it was ordered that the final plat for Kat Cole Holdings Lot 1 and Lot 2 subdivision, as prepared by Bruce Cook dated March 12, 2024, at the corner of College and North Streets, be and it is hereby approved.

**IN RE: WORK SESSION**

Upon motion of Alderman Harrison and second by Alderman Morrow and unanimously carried upon a vote being taken there, it was ordered that a work session be set for April 16, 2024, at 1:00 p.m. to discuss mini-storage zoning and lights for downtown square.

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

APRIL 2, 2024

**IN RE:        LAWRENCE HOSKINS**

Upon motion of Alderman Morrow and second by Alderman Harrison and unanimously carried upon a vote being taken there, it was ordered that a notice be hand delivered to Mr. Hoskins stating that he remove his property from the City/County property located next to the old National Guard Armory on Highway 51.

**IN RE:        SOUTH PANOLA BALL TOURNAMENT**

Upon motion made by Alderman Morrow, second by Alderman Land and unanimously carried upon a vote being taken there, it was ordered that Parks and Recreation Director Heath Fullilove send South Panola Fastpitch Booster Club an invoice for the field conditioner and quick dry that was used during a tournament.


**IN RE:        MENDROP ENGINEERING RESOURCES**

Upon motion of Alderman Morrow and second of Alderman Dugger and upon unanimous vote taken, it was ordered that Mendrop Engineering Resources be and they are hereby authorized to prepare a contract for boring gas and water lines under Highway 6 East taking both utilities from the Walmart side north under Highway 6 to the Covenant Drive area and bring back to the Mayor and Board of Aldermen for their consideration.

APRIL 2, 2024

IN RE: STREET PAVING

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the proposal for professional services relative to the 2024 street paving upgrades, along with the City’s Standard Contract Addendum thereto, be and it is hereby approved; a copy of which is on file in the Office of the City Clerk and a copy follows:



854 Wilson Dr.  
Suite A  
Ridgeland, MS 39157

601.868.5158

mendrop.net

3-18-24

Mr. David Karr, Public Works Director

**RE: Proposal for Professional Services**  
Construction Plans and Documents Design Fee Proposal

Dear Mr. Karr,

Mendrop Engineering Resources, LLC appreciates the opportunity to submit this proposal to provide the following professional design services for the above-referenced project. Mendrop has experience providing the full array of design services needed to successfully complete this project. The different phases or components of engineering services for this project and the associated costs are outlined below.

It is my understanding that you’d like construction plans and documents prepared for the following streets in the city: Van Voris between Pearson and the 4 way stop, Pearson from Van Voris to Hays, House Carlson from the future round a bout to the Cross, Forest from the round a bout to the cross and Lakewood Drive. We understand that the budget is 1.5 million dollars.

Please review this proposal carefully as we want to ensure you have a complete understanding of the scope of services. After your review, let us know if you would like to add, delete, or amend any aspect of this proposal.

**BASIC SERVICES INCLUDED:**

**4. CONSTRUCTION PLANS & DOCUMENTS – CONSTRUCTION INSPECTIONS**

A. A. Preparation Plans and Documents – Field Construction Inspections

COST .....	\$45,000.00
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**ADDITIONAL SERVICES**

We recognize that additional work may be requested during the project. If this occurs, additional costs will be billed hourly. A copy of our hourly rates has been attached for your information.

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

APRIL 2, 2024

3-18-24  
2024 Batesville Street Rehabilitation Project

Please return a signed copy of this letter to our office if the terms of this proposal are suitable.  
We are looking forward to working with you on this project. If you have any questions regarding this proposal, please contact me at 662.501.9946 or gsmith@mendrop.net.

Sincerely,



Greg Smith, PE, PLS  
Project Manager  
MENDROP ENGINEERING RESOURCES, LLC

Accepted:

\_\_\_\_\_  
Representative of Owner



APRIL 2, 2024

**DEFINITION OF REIMBURSABLE EXPENSES**

The term “Reimbursable Expenses” as used herein is defined to mean additional reasonable expenditures incurred by the ENGINEER in connection with previously defined services which shall include the following:

1. **Transportation** - Transportation (at economy rates) and reasonable living expenses of CONSULTANT’s principals and employees, the identity, number and responsibility(s) of whom shall be approved in advance, for trips which are approved in advance by Client. Vehicle mileage rate shall be the current IRS rate per mile for the period in which the expense was incurred.
2. **Telephone and Telegrams** - Long distance telephone calls, job related cell phone expenses, telegrams and special delivery services.
3. **Receipts for Reimbursable Expenses** - Receipts are required for all Reimbursable Expenses. The Client reserves the right to require complete documentation of Reimbursable Expenses.
4. **Internal Charges** - All internal charges, including, but not limited to, blueprint and reproduction costs, shall be documented in detail with reference to the Project, initiator, date and unit price. For the purpose of this agreement, the following unit prices will apply: Black and White photo copies @ \$.10 per 8.5”x11”, \$.50 per 11” x 17” copy; Color photo copies @ \$1.00 per 8.5” x 11”, \$2.00 per 11” x 17” copy; Computer plotted original bond @ \$1.00 per 24” x 36” sheet and color 24” x 36” @ \$3.00.
5. **External Charges** - All external charges including, but not limited to blueprint and reproduction costs, transportation and lodging costs and long distance telephone charges, shall be documented in detail with a copy of the invoice noting the Project, initiator, date and unit prices. Charges for Sub-CONSULTANTS will be charged at a rate of 1.10 times the invoice amount.

APRIL 2, 2024

General Terms and Conditions  
Page 3 of 4

**GENERAL TERMS AND CONDITIONS  
MENDROP ENGINEERING RESOURCES, LLC**

1. **STANDARD OF PRACTICE.** Services performed by Mendrop Engineering Resources, LLC, under this agreement will be performed with that degree of knowledge, skill and judgment ordinarily possessed by Engineers in this area. The Engineer is not a guarantor of his design or the final work product. The construction drawings and specifications, through which the Engineer communicates requirements for construction, are expected to be detailed to a level that allows the contractor to price the construction with a reasonable degree of confidence. However, construction drawings and specifications are not expected to be so tightly written that everything will be built exactly as designed. Adjustments and change orders and further documentation may be necessary to maintain quality, economy, and design integrity, including reasonable design corrections. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, documents, or otherwise.
2. **WHEN CONSTRUCTION ADMINISTRATION SERVICES ARE NOT PROVIDED:** It is expressly understood that the Engineer shall not perform Construction Administration Phase services under this Contract unless, and then only to the extent, specifically requested by the Client as an additional service. Accordingly, the Engineer shall not be liable to the Client or to any other party working for or through the Client for errors and omissions in the construction documents which are, or which upon the exercise of reasonable care should have been, discovered during construction. Likewise, the Engineer shall not be liable to the Client or to any other party working for or through the Client for any changes in design or construction made during construction without the prior written approval of the Engineer. The Client shall hold harmless, indemnify and defend the Engineer from and against any and all claims or causes of action for costs or damages which are discovered or upon the exercise of reasonable care should have been discovered by the Client or Contractor, and which are brought to the Engineer's attention for review and action before further work is performed; and the Client shall hold harmless, indemnify and defend the Engineer from and against any and all claims or causes of action for costs or damages arising from changes in construction and/or design not approved in writing by the Engineer and/or for errors or omissions of the Contractor or of other consultants to the Client.
3. **CHANGE OF SCOPE.** The scope of services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined. Changes in scope may warrant Additional Services which are not a part of the agreed upon compensation. These Additional Services shall be paid for by the Client in accordance with Mendrop Engineering Resources, LLC's prevailing hourly rate schedule.
4. **SAFETY.** Mendrop Engineering Resources, LLC, specifically disclaims any authority or responsibility for general job site safety of persons other than employees of Mendrop Engineering Resources, LLC.
5. **BILLING.** Invoices will be issued at the end of each month, payable upon receipt, unless otherwise agreed. Interest of 1.5% per month will be payable on any amounts not paid within 30 days, payment thereafter applied first to accrued interest and then to principal unpaid amount. Any attorneys' fees or other costs of collection shall be paid by the Client.
6. **TERMINATION.** Either the Client or Mendrop Engineering Resources, LLC, may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The Client shall with thirty (30) calendar days of termination pay Mendrop Engineering Resources, LLC, for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.
7. **BURIED UTILITIES.** The Client will furnish to Mendrop Engineering Resources, LLC, information identifying the type and location of underground improvements. Mendrop Engineering Resources, LLC, (or his or her authorized subconsultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The Client will approve of the locations of subsurface penetrations prior to their being made. The Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against Mendrop Engineering Resources, LLC, and anyone for whom Mendrop Engineering Resources, LLC, may be legally liable, for damages to underground improvements that result from subsurface penetrations locations depicted by Mendrop Engineering Resources, LLC. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold Mendrop Engineering Resources, LLC, and his or her subconsultants harmless from any damage, liability or cost, including reasonable attorney's fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the Client from inaccuracy of information provided to Mendrop Engineering Resources, LLC, by the Client, except for damages caused by the sole negligence of Mendrop Engineering Resources, LLC, in his or her use of Client furnished information.
8. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Mendrop Engineering Resources, LLC, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

APRIL 2, 2024

General Terms and Conditions  
Page 4 of 4

- 9. **INSURANCE.** Mendrop Engineering Resources, LLC, agrees to maintain (1) statutory workers' compensation insurance coverage and (2) comprehensive general liability coverage and automobile liability insurance coverage. Mendrop Engineering Resources, LLC, agrees to maintain professional liability insurance.
- 10. **LIMITATION OF LIABILITY.** The Client agrees that Mendrop Engineering Resources, LLC's liability shall be limited to injury or loss caused by the negligence of Mendrop Engineering Resources, LLC, its subcontractors, and/or agents hereunder. Mendrop Engineering Resources, LLC's liability for claims, damages, costs, injury or loss arising from professional errors or omissions shall not exceed the amount of the total amount of the Engineer's fees for this project.
- 11. **HAZARDOUS MATERIALS.** It is acknowledged by both parties that Mendrop Engineering Resources, LLC's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Mendrop Engineering Resources, LLC, or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present on the jobsite or any adjacent areas that may affect the performance of Mendrop Engineering Resources, LLC's services, Mendrop Engineering Resources, LLC, may at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
- 12. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Mendrop Engineering Resources, LLC, as instruments of service shall remain the property of Mendrop Engineering Resources, LLC. Mendrop Engineering Resources, LLC, shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- 13. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Mendrop Engineering Resources, LLC. Mendrop Engineering Resources, LLC, services under this Agreement are being performed solely for the Client's benefit, and no other entity, including the Owner's contractors, shall have any claim against Mendrop Engineering Resources, LLC, because of this Agreement or the performance or nonperformance of services hereunder.
- 14. **DELAYS.** If events beyond the control of Client or Mendrop Engineering Resources, LLC, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdowns, acts of God, or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Mendrop Engineering Resources, LLC, shall be entitled to an equitable adjustment in compensation.
- 15. **OPINIONS OF CONSTRUCTION COSTS.** Any opinion of construction costs prepared by Mendrop Engineering Resources, LLC, is supplied for the general guidance of the Client only. Since Mendrop Engineering Resources, LLC, has no control over competitive bidding or market conditions, Mendrop Engineering Resources, LLC, cannot guarantee the accuracy of such opinion as compared to contract bids or actual costs to Client.
- 16. **ACCESS.** Client shall provide Mendrop Engineering Resources, LLC, safe access to any premises necessary for Mendrop Engineering Resources, LLC, to provide the Services.
- 17. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 18. **STATUTES OF LIMITATIONS.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.
- 19. **DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this Agreement by discussion between the parties' senior representation of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.
- 20. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign, or on behalf of, the party for whom they are signing.

APRIL 2, 2024

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 Mendrop Engineering Resources, LLC [the “Contract”].

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

CITY OF BATESVILLE, MISSISSIPPI

By: \_

\_\_\_\_\_  
HAL FERRELL, MAYOR

MENDROP ENGINEERING RESOURCES, LLC

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

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

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

APRIL 2, 2024

**IN RE: SEWER LIFT STATION**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Assistant Public Works Director Newt Benson be and he is hereby authorized to obtain specifications and quotes relative to a sewer lift station.

**IN RE: WEED CONTROL**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that Assistant Public Works Director Newt Benson be and he is hereby authorized to obtain specifications and quotes relative to weed control in various locations in the City of Batesville.

**IN RE: BATESVILLE MOUNDS PAVILION**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Assistant Public Works Director Newt Benson be and he is hereby authorized to work with Micheal Jones of Sozo Architecture in order to re-advertise for bids relative to the Batesville Mounds pavilion.

Alderman Harrison recused himself from the meeting.

**IN RE: ALLOW CLAIMS**

On motion made by Alderman Morrow, second by Alderman Land and unanimously carried upon a vote being taken there, it was ordered by the Mayor and Board of Aldermen of the City of Batesville, Mississippi that claims numbered 43735-44278 be and the same are hereby approved and allowed and shall be paid by Warrant drawn on the fund indicated.

Alderman Harrison returned to the meeting.

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

APRIL 2, 2024

**IN OPEN SESSION**

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

**IN THE CLOSED MEETING**

Mayor Ferrell announced that the meeting is closed to determine whether or not the Mayor and Board of Aldermen should declare an executive session. Present in the closed meeting were: Mayor Ferrell; Aldermen Land, Harrison, Dugger, Morrow and Walton; City Attorney Colmon Mitchell; City Clerk Susan Berryhill; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; Assistant City Clerk Shonnah Weaver and Sulli Woods.

On motion made by Alderman Harrison, seconded by Alderman Morrow, and unanimously carried upon the affirmative votes of Aldermen Land, Walton, Dugger, Morrow and Harrison it was ordered that the Mayor and Board of Aldermen go into executive session in order to discuss potential litigation, personnel matters involving job performance, security, personnel matter involving raises and personnel matters related to the Civic Center.

APRIL 2, 2024

**IN OPEN MEETING**

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for the purpose of discussing discuss potential litigation, personnel matters involving job performance, security, personnel matter involving raises and personnel matters related to the Civic Center and that the total vote on the motion to go into executive session was five (5) aldermen in favor and no aldermen opposed. Those present in the open meeting were Mayor Ferrell; Aldermen Harrison, Land, Dugger, Morrow and Walton; City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; Assistant City Clerk Shonnah Weaver and Sulli Woods.

**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, Walton, Dugger, Morrow and Land; City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; Assistant City Clerk Shonnah Weaver and Sulli Woods.

There came on for discussion the potential litigation. (Greg Smith of Mendrop Engineering Resources, Public Works Director David Karr and Assistant Public Works Director Newt Benson were present during this part of discussion.)

There next came on for discussion the personnel matter involving job performance. (Parks and Recreation Director Heath Fullilove, Public Works Director David Karr and Assistant Public Works Director Newt Benson were present during this part of discussion.)

There next came on for discussion the matter of security. (IT Manager Joel Taylor and Captain Richard Stonestreet were present during this part of discussion.)

There next came on for discussion the personnel matter involving salaries.

There next came on for discussion the personnel matter in the Civic Center.

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

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

APRIL 2, 2024

**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, Dugger, Morrow and Walton; City Attorney Colmon Mitchell; City Clerk Susan Berryhill; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; Assistant City Clerk Shonnah Weaver and Sulli Woods.

**IN RE: PERSONNEL MATTER**

Upon motion of Alderman Harrison and second of Alderman Dugger it was ordered that Walter Butler in Parks and Recreation be and he is hereby terminated for reasons discussed in executive session.

**IN RE: PERSONNEL MATTER**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the order adopted March 5, 2024, recorded in Minute Book H-3 at Page 63 appointing Gail Lance to Senior Administrative Assistant with a pay increase up to \$21.00 per hour, be and it is hereby rescinded.

**IN RE: PERSONNEL MATTER**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Gail Lance remain Accounts Payable Clerk with a pay increase up to \$22.00 per hour, effective July 1, 2024.

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

APRIL 2, 2024

**IN RE: PERSONNEL MATTER**

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that Mayor Hal Ferrell no longer be responsible for the direction of the Civic Center, effective immediately.

**NOTE:** No action was taken on the potential litigation nor on the security matter.

**OTHER MATTERS COMING BEFORE THE MAYOR AND BOARD FOR DISCUSSION**

1. Chief Building Official Andy Berryhill provided copies of the monthly inspections and the Planning Commission minutes for March 25, 2024.
2. Fire Chief Tim Taylor provided copies of the monthly reports.

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

APRIL 2, 2024

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 1:30 o'clock p.m., April 5, 2024, 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. H-3 – CITY OF BATESVILLE, MISSISSIPPI

APRIL 2, 2024

**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: April 5, 2024

Hour: 1:30 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.