
JULY 16, 2024

REGULAR MEETING

JULY 16, 2024

Be It Remembered that a Regular Meeting of the Mayor and Board of Aldermen of the City of Batesville was held on the third Tuesday of July, being the 16th day of August 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 Shonnah Weaver; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; Chief Building Official Andy Berryhill; Parks & Recreation Heath Fullilove; Public Works Director Newt Benson; Assistant Public Works Director Gary Snider; Fire Chief Tim Taylor; Deputy Fire Chief David Tarver; Civic Center Director Rodney Holley; and Administrative Assistant Sulli Woods.

A quorum being present, the meeting was duly opened by the Mayor, and after the invocation given by Rip Copeland, 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 August 6, 2024, was approved, with an addition to the Human Resources Agenda.

AUGUST 6, 2024

CITY OF BATESVILLE BOARD MEETING

**JULY 16, 2024
2:00 P.M. | CITY HALL**

AGENDA

CALL TO ORDER: Mayor Hal Ferrell

INVOCATION: Rip Copeland

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 16, 2024

APPROVE MINUTES OF PRIOR MEETINGS

- Regular Meeting – July 2, 2024

CONSENT AGENDA

1. Approval for the following Public Works Employees to attend the MS811 Summit in November (see attached) and for Levi Burns to attend Competent Person Training for an additional \$150.00. All expenses will be paid/reimbursed by the city.
 - Newt Benson
 - Shelton Hawkins
 - Steve Caldwell
 - Levi Burns
2. Approval for Debbie Turner to attend 2024 Fall Certified Municipal Clerk Program in Oxford, MS on September 11-13, 2024. All expenses will be paid/reimbursed by the city.
3. Approval for School Resource Sgt. Adam Campbell to attend a D.A.R.E. Officer Training in D'Iberville, MS on September 8-19, 2024. The cost to the city are meals, registration in the amount of \$1,499.00 and mileage due to him traveling in his personal vehicle. The registration fee covers the cost of the training, materials/supplies, and lodging.
4. Approval for Sulli Woods to attend 2024 Fall Certified Municipal Clerk Program in Oxford, MS on September 11-13, 2024. All expenses will be paid/reimbursed by the city.
5. Approval for Ryley Boyero to attend The Mississippi Judicial College Municipal Court Clerks Annual Conference September 18-20, 2024, in Biloxi, Mississippi. All costs covered by the Mississippi Judicial College.
6. Approval for Shannah Weaver and Sulli Woods to attend Winter Municipal Clerk Conference in Flowood, MS on December 10-13, 2024. All expenses will be paid/reimbursed by the city.

JULY 16, 2024

PAY REQUEST AGENDA

1. Summer Celebration Funds- Approval of payment in the amount of \$2,000.00 to be made to Class Act in connection with performing a 60-minute set on Thursday, June 27, 2024.
2. Summer Celebration Funds- Approval of payment in the amount of \$5,750.00 to be made to B&B Pyrotechnics in connection with fireworks on Saturday, June 29, 2024.
3. Summer Celebration Funds- Approval of payment in the amount of \$2,317.00 to be made to Five Star Security in connection with additional security on June 27, 2024- June 29, 2024.
4. Summer Celebration Funds- Approval of payment in the amount of \$2,500.00 to be made to Majik Sound Productions in connection with sound system for bands on June 27, 2024, and June 28, 2024.
5. Summer Celebration Funds- Approval of payment in the amount of \$2,500.00 to be made to Billy Armstrong for the SHAMELESS performance on June 28th, 2024.
6. Approval of payment in the amount of \$5,000.00 to be made to Precision Geospatial Solutions LLC in connection with FY 2024 GIS Services.
7. Approval of payment in the amount of \$42,496.70 to be made to Garver, LLC in connection with Batesville Sanitary Sewer Rehab and Replacement.

HUMAN RESOURCES

See attached

VISITORS

1. Lori Barnes, Library Director- FY2025 funding and petting zoo
2. Billy Broome- Panola County 9/11 Memorial Brotherhood Gear walk- Saturday, September 14, 2024
3. Susan Berryhill

PERMANENT VISITORS

- Panola Partnership
- North Delta Planning and Development
- Mendrop Engineering Resources- **Approval for Mayor to sign Section 592 Project Partnership Agreement**
- 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- **Michael Jones- Batesville Mounds and Pavilion and Museum contract**
- The Panolian Jeremy Weldon or his proxy

PUBLIC HEARING – 3:00 P.M.

1. Public hearing to amend zoning ordinance for use #10.210 All Storage within completely enclosed structures.

BIDS RECEIVED

1. RFQ engineering services

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

AUGUST 6, 2024

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

1. Set Clean-up hearings as needed

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

1. Approval to advertise for the 2024-2025 Uniform Assessment Schedule
2. Approval to close the Batesville Housing Authority account and transfer the remaining balance of \$1,277.37 into the General Fund.

FIRE CHIEF – TIM TAYLOR

1. Drivers Operator Class
2. Specifications for painting of fire stations 2 & 3
3. Obtain quotes for painting

CIVIC CENTER DIRECTOR – RODNEY HOLLEY

1. Cashless policy review at BCC
2. RV Park rules, rates and policy update
3. Request for rental use of BCC's North Parking Lot

PARKS AND RECREATION DIRECTOR HEATH FULLILOVE**PUBLIC WORKS DIRECTOR – NEWT BENSON****-Public Works****- Water/ Sewer**

1. Easement for sewer on cross development (if completed by Mendrop)
2. Request for permission to accept specs on a replacement generator for the high school well
3. Request for permission to accept quotes for replacement generator for the high school well

• Tocowa Electric Company	\$71,105.00
Signed/hand delivered	
• Robinson Electric	
\$72,648.54	Emailed
• Taylor Power Systems	\$75,294.00
Emailed	
4. Dogwood Hills lift station pumps	
• WPS	
\$17,785.58	Emailed
• Gulf States Engineering Co., Inc.	\$30,026.00.
Emailed	
• Luckett Pump & Well Service, Inc	\$19,150.00
Emailed	

- Street/ Sanitation

1. Easement for stormwater off Cracker Barrel Dr (If completed by Mendrop)
2. Request permission to accept ADA sidewalk plans for the square (see drawings)

- Wastewater Treatment

1. Request permission to accept emergency purchase documentation for May 23, 2024, purchase of replacement incubator for the WWTP \$6,999.00

- Gas**- Parks & Recreation**

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

JULY 16, 2024

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

1. Personnel Matter- Shonnah

ADJOURNMENT**IN RE: APPROVAL OF MINUTES**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, the minutes of the July 2, 2024, regular meeting were approved.

IN RE: SIGNATURE SHEET FOR MEETING OF JULY 16, 2024

Board Meeting
July 16, 2024
Signature Sheet

<u>Berry, Thonka</u>	Please print name clearly	<u>106 College St. Batesville, MS</u>
<u>Dawnie Morris</u>	Please print name clearly	<u>106 College St. Batesville, MS</u>
<u>Mark Benton</u>	Please print name clearly	<u>City</u>
<u>Greg Smith</u>	Please print name clearly	<u>Memphis</u>
<u>Jonathan Ruckley</u>	Please print name clearly	<u>Memphis</u>
<u>Tina Whiteaker</u>	Please print name clearly	<u>1098 Lakewood Dr. Batesville, MS</u>
<u>Sandy Soder</u>	Please print name clearly	<u>City</u>
<u>Nancy Anderson</u>	Please print name clearly	<u>Batesville Library</u>
<u>Amanda Tutor</u>	Please print name clearly	<u>Batesville Library</u>
<u>Billy Broome</u>	Please print name clearly	<u>205 Pine St. Batesville</u>
<u>Jennifer Stephenson</u>	Please print name clearly	<u>First Regional Library</u>
<u>Lori Barnes</u>	Please print name clearly	<u>First Regional Library</u>
<u>David Powell</u>	Please print name clearly	<u>First Regional Library</u>
<u>Tina Taylor</u>	Please print name clearly	<u>City of Batesville F.D.</u>
<u>David Turner</u>	Please print name clearly	<u>132 Van Vors</u>
<u>Andy Berryhill</u>	Please print name clearly	<u>City</u>
<u>Joel Taylor</u>	Please print name clearly	<u>City</u>

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

AUGUST 6, 2024

IN RE: APPROVAL OF CONSENT AGENDA

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

1. Approval for the following Public Works Employees to attend the MS811 Summit in November (see attached) and for Levi Burns to attend Competent Person Training for an additional \$150.00. All expenses will be paid/reimbursed by the city.
 - Newt Benson
 - Shelton Hawkins
 - Steve Caldwell
 - Levi Burns
2. Approval for Debbie Turner to attend 2024 Fall Certified Municipal Clerk Program in Oxford, MS on September 11-13. All expenses will be paid/reimbursed by the city.
3. Approval for School Resource Sgt. Adam Campbell to attend a D.A.R.E. Officer Training in D'Iberville, MS on September 8-19, 2024. The cost to the city are meals, registration in the amount of \$1,499.00 and mileage due to him traveling in his personal vehicle. The registration fee covers the cost of the training, materials/supplies, and lodging.
4. Approval for Sulli Woods to attend 2024 Fall Certified Municipal Clerk Program in Oxford, MS on September 11-13. All expenses will be paid/reimbursed by the city.
5. Approval for Ryley Boyero to attend The Mississippi Judicial College Municipal Court Clerks Annual Conference September 18-20, 2024, in Biloxi, Mississippi. All costs covered by the Mississippi Judicial College.
6. Approval for Shonnah Weaver and Sulli Woods to attend Winter Municipal Clerk Conference in Flowood, MS on December 10-13, 2024. All expenses will be paid/reimbursed by the city.

IN RE: APPROVAL OF PAY REQUEST AGENDA

Upon motion of Alderman Harrison and second of Alderman 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. Summer Celebration Funds- Approval of payment in the amount of \$2,000.00 to be made to Class Act in connection with performing a 60-minute set on Thursday, June 27, 2024.
2. Summer Celebration Funds- Approval of payment in the amount of \$5,750.00 to be made to B&B Pyrotechnics in connection with fireworks on Saturday, June 29, 2024.
3. Summer Celebration Funds- Approval of payment in the amount of \$2,317.00 to be made to Five Star Security in connection with additional security on June 27, 2024- June 29, 2024.
4. Summer Celebration Funds- Approval of payment in the amount of \$2,500.00 to be made to Majik Sound Productions in connection with sound system for bands on June 27, 2024, and June 28, 2024.
5. Summer Celebration Funds- Approval of payment in the amount of \$2,500.00 to be made to Billy Armstrong for the SHAMELESS performance on June 28th, 2024.
6. Approval of payment in the amount of \$5,000.00 to be made to Precision Geospatial Solutions LLC in connection with FY 2024 GIS Services.
7. Approval of payment in the amount of \$42,496.70 to be made to Garver, LLC in connection with Batesville Sanitary Sewer Rehab and Replacement.

JULY 16, 2024

IN RE: APPROVAL OF HUMAN RESOURCES AGENDA

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

1. Approval for Chris Hillhouse, Jeffery Beasley, Zachary Johnson, Howard Wooten, Michael Putman, and Jayden Dawkins to be hired to the position of non-certified fulltime firemen at the rate of \$13.55 per hour pending successful pre-employment physical examination, drug screen and alcohol testing, and that said offer of employment expires on August 5, 2024, at midnight if not accepted.
2. Approval for Keith Lyons to the position of certified patrolman at the rate of \$21.31 per hour pending successful pre-employment physical examination, drug and alcohol screening. Plus, seven (7) years of longevity, and that said offer of employment expires on August 5, 2024, at midnight if not accepted.
3. Approval for pay increase of \$1.00 per hour to Bradie Bailey for completion of Municipal Clerks Certification Training Program. Effective July 11, 2024.
4. Approval for Tiffany Furr pay increase up to \$21.31 per hour for graduating Mississippi Law Enforcement Training Academy on June 20, 2024. Effective: July 25, 2024.

IN RE: FIRST REGIONAL LIBRARY

Lori Barnes of First Regional Library and Amanda Tutor of Batesville Public Library appeared before the Mayor and Board of Aldermen to discuss the FY 2025 funding and the upcoming petting zoo event.

IN RE: 9/11 MEMORIAL BROTHERHOOD GEAR WALK

The Mayor recognized Billy Broome who appeared before the Mayor and Board of Aldermen requesting to host a “9/11 Memorial Brotherhood Gear Walk” in the city limits of Batesville on September 14, 2024. This event will start at 7:46 a.m.

Upon motion of Alderman Harrison, second of Alderman Walton and upon unanimous vote taken, it was ordered that the above request be, and it is hereby approved with said event being coordinated with the Batesville Police Department.

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

AUGUST 6, 2024

IN RE: MAINSTREET CALENDAR OF EVENTS

The Mayor recognized Robbie Haley of Mainstreet who appeared before the Mayor and Board of Aldermen requesting approval of the Mainstreet calendar of event dates be changed.

- Food Trucks for evening Square Markets (12 noon- 7:00 pm.)
- Fall Music Series- October 3, October 10, and October 17, 2024
- Holiday Open House- November 24, 2024
- Fun Street Popups/Ice Skating and Ice Carting- November 22, 2024, from 3:00 p.m. until 9:00 p.m., November 23, 2024, from 3:00 p.m. until 9:00 p.m., and November 24, 2024, from 12:00 p.m. until 6:00 p.m. (The City of Batesville will donate \$10,000.00 for this event.)

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that the following calendar of events for Mainstreet be, and they are hereby approved, with all events coordinated with the Batesville Police Department and Street Department for necessary street closures:

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

JULY 16, 2024

IN RE: **CONTRACTOR AWARD NOTIFICATION- TDL
CONTRACTORS, INC**

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that Mayor Hal Ferrell be and he is hereby authorized to sign the Start of Construction and Contractor Award Notification in connection with the Batesville Mounds Pavilion and Museum Project.



MISSISSIPPI
COMMUNITY SERVICES DIVISION
Compliance Bureau
Post Office Box 849
Jackson, MS 39205-0849

Phone: 601.359.3179
Fax: 601.359.3108
Hearing Impaired: 601.359.3119 (TTY)

**THIS FORM MUST BE
COMPLETED
AND RETURNED TO THE:**
COMMUNITY
SERVICES DIVISION
COMPLIANCE BUREAU
WITHIN 10 DAYS
AFTER CONTRACT
AWARD.

(Revised September 2016)



Start of Construction and Contractor Award Notification

Project Name: City of Batesville Mounds Pavilion Project		
Project Contract Number: ARC # MS-20698		
City: Batesville, MS		
County: Panola County, MS		
Bid Advertising Start Date: 1/17/24		
Bid Opening Date: 06/20/204		
Name of Prime Contractor: TDL Contractors, Inc.	Contractor Award Date: 7/2/24	
Federal Wage Decision Number: MS20240073		
Date: 01/05/2024		
Modification Number: N/A		
Date: N/A		
Start of Construction Date: 07/22/2024		
Contract Amount: \$1,010,000.00		
Type of Construction: Heavy	<input type="checkbox"/> Building <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Heavy <input type="checkbox"/> Highway	
Type of Project: Construction of Pavilion with restrooms (e.g., ADA, Water, Sewer, etc.)		
PRECONSTRUCTION CONFERENCE:		
Date: <u>TBD</u>	Time: <u>TBD</u>	
Venue: <u>Batesville Public Works Department</u>		
Street Address: <u>132 Van Voriss Street</u>		
City: <u>Batesville</u>	State: <u>MS</u>	Zip: <u>38606</u>
Preparer (Please Type or Print Name): <u>Darrell Dixon</u>		Date: <u>7/16/2024</u>
Chief Elected Official's Signature: <u>Hal Ferrell</u>		Date: <u>7/16/24</u>
Other Authorized Signatory: <u>Hal Ferrell</u>		Date:

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

AUGUST 6, 2024

IN RE: CONTRACT- TDL CONTRACTORS, INC

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that Mayor Hal Ferrell be and he is hereby authorized to sign the contract with TDL Contractors, Inc. in connection with the Batesville Mounds Pavilion and Museum Project.

 AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

| **AGREEMENT** made as of the 22nd day of July in the year 2024
(In words, indicate day, month and year.)

| **BETWEEN** the Owner:
(Name, legal status, address and other information)

| City of Batesville
Panola County, Mississippi
103 College Street
Batesville, Mississippi 38606

| and the Contractor:
(Name, legal status, address and other information)

| TDL Contractors, Inc
4261 Palestine Road
Cold Water Mississippi 38618

| for the following Project:
(Name, location and detailed description)

| City of Batesville- Batesville Mounds Pavilion and Museum
Highway 35Batesville, MS38606

| The Architect:
(Name, legal status, address and other information)

| SOZO Architecture, PLLC
Michael Grey Jones, AIA, LEED AP BD+C
76 Tuscan Hills Drive
Oxford, Mississippi 38655

| The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

MINUTE BOOK NO. H-3 – CITY OF BATESVILLE, MISSISSIPPI**JULY 16, 2024****TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**§ 3.1** The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A Notice to Proceed shall be issued on the 22nd of July 2024. The contractor shall commence work starting on that date.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.**§ 3.3 Substantial Completion**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

nit.

/

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:17:18 ET on 07/09/2024 under Order No.3104238757 which expires on 09/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1398953074)

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

AUGUST 6, 2024

Not later than three hundred (300) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
All work Substantially Complete	May 19, 2025

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Million Ten Thousand Dollars and zero cents, (\$1,010,000.00)**, subject to additions and deductions as provided in the Contract Documents.

BASE BID	\$621,000.00	ACCEPTED
ALTERNATE #1	\$389,000.00	ACCEPTED
TOTAL	\$1,010,000.00	ACCEPTED

§ 4.2 Alternates

4.2 Alternates

4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price	
Alternate - 1	389,000.00	ACCEPTED

Alternates 2-5 NOT ACCEPTED AS PART OF THIS CONTRACT

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Value Engineering	00.00	No Value Engineering

**§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)**

Item	Price
Contingency Allowance	\$20,000.00
Hardware Allowance	\$4,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the "AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:17:18 ET on 07/09/2024 under Order No.3104238757 which expires on 09/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail dcinfo@aiacontracts.com.
User Notes: (1398953074)

3

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

JULY 16, 2024

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$ 400.00 per day after Substantial Completion

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

May 19, 2025

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Ended on the 25th of the Month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner *after it is approved for payment by the Mayor and Board of Aldermen as soon as reasonably possible after Owner's receipt of the late Application, but no later than the payment due date for the period [designated at 5.1.2] in which the late Application is received by the Owner.* *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:17:18 ET on 07/09/2024 under Order No.3104238757 which expires on 09/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1398953074)

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

AUGUST 6, 2024

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% until 50% complete, then the contractor shall request percentage be reduced to 2.5% if the work is on time and of good quality according to the Architect Opinion.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

none

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

See note in 5.1.7.1

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

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

JULY 16, 2024

| Per Mississippi State Statutes

ARTICLE 6 DISPUTE RESOLUTION**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the

parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the

method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in the Second Judicial District Of Panola County Mississippi

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

| Newt Benson, Public Works Director

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

| Ben Hamilton
TDL Contractors

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:17:18 ET on 07/09/2024 under Order No.3104238757 which expires on 09/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

(1398953074)

6

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

AUGUST 6, 2024

4261 Palestine Road
 Cold Water, Mississippi 38618
 662-893-3000

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

Contractor agrees to provide backup information for Grant Agencies in regard to the Project Grant funding part of this Project if required. § 8.7 Other provisions: ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
(Paragraphs deleted)

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See Construction Drawings		5-15-2024
"CITY OF BATESVILLE Contract A: Batesville Mounds Pavilion and Museum"		
Table of Contents		

.6 Specifications

Section	Title	Date	Pages
"CITY OF BATESVILLE Contract A: Batesville Mounds Pavilion and Museum"		5-15-2024	
Table of Contents			

.7 Addenda, if any:

Number	Date	Pages
Addendum 1	6-5-2024	See Construction Documents
Addendum 2	6-17-2024	See Construction Documents

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

Init. AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:17:18 ET on 07/09/2024 under Order No.3104238757 which expires on 09/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1398953074)

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

JULY 16, 2024

 OWNER (Signature)

Hal Ferrell, Mayor of Batesville
Batesville, Mississippi
(Printed name and title)

 CONTRACTOR (Signature)

Benjamin R. Hamilton
President, TDL Contractors, Inc
(Printed name and title)

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:17:18 ET on 07/09/2024 under Order No.3104238757 which expires on 09/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1398953074)

8

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

AUGUST 6, 2024

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, michael grey jones, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:17:18 ET on 07/09/2024 under Order No. 3104238757 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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

JULY 16, 2024

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$—), One Million Ten Thousand Dollars and zero cents, (\$1,010,000.00), subject to additions and deductions as provided in the Contract Documents.

BASE BID	\$621,000.00	ACCEPTED
ALTERNATE #1	\$389,000.00	ACCEPTED
TOTAL	\$1,010,000.00	ACCEPTED

...

Alternate – 1 389,000.00 ACCEPTED

Alternates 2-5 NOT ACCEPTED AS PART OF THIS CONTRACT

...

Value Engineering 00.00 No Value Engineering

...

Contingency Allowance \$20,000.00
Hardware Allowance \$4,000.00

...

None

PAGE 4

\$ 400.00 per day after Substantial Completion

...

May 19, 2025

...

Ended on the 25th of the Month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment after it is approved for payment by the Mayor and Board of Aldermen as soon as reasonably possible after Owner's receipt of the late Application, but no later than the payment due date for the period [designated at 5.1.2.1 in which the late Application is received by the Owner.

PAGE 5

5% until 50% complete, then the contractor shall request percentage be reduced to 2.5% if the work is on time and of good quality according to the Architect Opinion.

...

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:17:18 ET on 07/09/2024 under Order No.3104238757 which expires on 09/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1398953074)

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

AUGUST 6, 2024

none

...

See note in 5.1.7.1
PAGE 6%—Per Mississippi State Statues

...

[] Litigation in a court of competent jurisdiction Litigation in the Second Judicial District Of Panola County Mississippi

...

Newt Benson, Public Works Director

...

Ben Hamilton
TDL Contractors
4261 Palestine Road
Cold Water, Mississippi 38618
662-893-3000

PAGE 7

Contractor agrees to provide backup information for Grant Agencies in regard to the Project Grant funding part of this Project if required. § 8.7 Other provisions: ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

...

.4 Building information modeling exhibit, AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the building information modeling exhibit E203-2013 incorporated into this Agreement.)

See Construction Drawings
"CITY OF BATESVILLE Contract
A: Batesville Mounds Pavilion and
Museum"

5-15-2024

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:17:18 ET on 07/09/2024 under Order No.3104238757 which expires on 09/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

3

(1398953074)

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

JULY 16, 2024

Table of Contents

"CITY OF BATESVILLE Contract 5-15-2024
A: Batesville Mounds Pavilion and
Museum"
Table of Contents

Addendum 1 6-5-2024 See Construction Documents
Addendum 2 6-17-2024 See Construction Documents

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8. Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)

The Sustainability Plan:

<u>Title</u>	<u>Date</u>	<u>Pages</u>
--------------	-------------	--------------

Supplementary and other Conditions of the Contract:

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
-----------------	--------------	-------------	--------------

9. Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

PAGE 8

Hal Ferrell, Mayor of Batesville
Batesville, Mississippi

Benjamin R. Hamilton
President, TDL Contractors, Inc

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:17:18 ET on 07/09/2024 under Order No.3104238757 which expires on 09/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

(1398953074)

4

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

AUGUST 6, 2024

IN RE: PUBLIC HEARING- MINI STORAGE ORDINANCE
PUBLIC HEARING - 3:00 P.M.

The Mayor opened the Public Hearing and Chief Building Official Andy Berryhill explained the purpose of the hearing being the consideration of amendments to the Batesville Zoning Ordinance being Appendix A to The Code of Ordinances, City of Batesville, Mississippi, as said amendments are set out below in the Notice of Public Hearing.

Notice of said hearing having been published in the manner and for the time required by law as evidenced by a copy of the Proof of Publication attached hereto: No one was present in opposition to the adoption of the Zoning Ordinance Amendments. The Mayor declared the hearing closed.

Publisher's Certificate of Publication

STATE OF MISSISSIPPI
COUNTY OF PANOLA

Rebecca Alexander, being duly sworn, on oath says she is and during all times herein stated has been an employee of Batesville Newsmedia publisher and printer of The Panolian (the "Newspaper"), has full knowledge of the facts herein stated as follows:

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:
2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.
3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney



Rebecca Alexander, Publisher

Subscribed and sworn to before me this
26th Day of June, 2024



Shandale Goodman, Notary Public
State of Mississippi
My commission expires 07-30-2026



PUBLIC NOTICE

NOTICE OF PUBLIC

HEARING

Pursuant to the orders of the Mayor and Board of Aldermen of the City of Batesville, Mississippi, notice is hereby given to all persons interested in or in any way affected thereby, that said Mayor and Board of Aldermen are considering amendments to the Batesville Zoning Ordinance, [Ordinance] being Appendix A to The Code of Ordinances, City of Batesville, Mississippi; and

WHEREAS, an amendment is being considered That Use

#10.210 in the Table of Uses, Article IV, Section 401, Batesville Zoning Ordinance, Appendix A, The Code of Ordinances, City of Batesville, Mississippi,

be amended by changing the following to be Permitted "P" or

Conditional "C" as follows:

Use #10.210 All Storage Within Completely Enclosed Structures – Removing Permitted "P"

in C-2 & C-3 zones and Adding

Conditional "C" in C-3 zones and

NOW THEREFORE, pursuant to the order of the Mayor and Board of Aldermen of the City of Batesville, Mississippi, notice is hereby given to all persons interested in, or in any way affected by, said amendments that a public hearing on said amendments shall be held by the Mayor and Board of Aldermen of the City of Batesville, Mississippi, at 3:00 P.M. on July 16, 2024, at the City Hall located at 103 College Street, Batesville, Mississippi, at which time all parties interested in or affected thereby, will be heard, after which a decision will be rendered by the said Board of Mayor and Aldermen.

Any objection made concerning the amendments described herein above may be made by any person in writing or in person at said hearing.

If any objection is made in writing, it must be filed with the undersigned prior to or at time of said public hearing. Any party interested may appear in person and or by counsel at said public hearing.

CITY OF BATESVILLE
Susan S. Berryhill, City Clerk

The Panolian:
June 26, 2024
HEARING 7.16.24

Account # 180200
Ad # 1842279

CITY OF BATESVILLE
PO BOX 689
BATESVILLE MS 38606

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

JULY 16, 2024

**IN RE: APPROVAL TO ADOPT ORDINANCE - ZONING –
STORAGE BUILDINGS**

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

AN ORDINANCE AMENDING ARTICLE IV, SECTION 401
[“TABLE OF PERMISSIBLE USES”], BATESVILLE ZONING
ORDINANCE, APPENDIX A, THE CODE OF ORDINANCES,
CITY OF BATESVILLE, MISSISSIPPI

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

That Use #10.210 in the table of uses, Article IV, Section 401, Batesville Zoning Ordinance, Appendix A, The Code of Ordinances, City of Batesville, Mississippi, be and is hereby amended by changing the following to be Permitted “P” or Conditional “C” as follows:

Use #10.210 All Storage Within Completely Enclosed Structures –
Removing Permitted “P” in
C-2 & C-3 zones and Adding Conditional “C” in C-3 zones

ORDAINED, APPROVED, AND ADOPTED on this the 16th day of July 2024.

HAL FERRELL, Mayor

ATTEST:

SHONNAH WEAVER, City Clerk

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

AUGUST 6, 2024

IN RE: **PROPOSALS FOR ENGINEERING SERVICES – RFQ**
ENGINEERING SERVICES

This day the Mayor and Board of Aldermen received sealed competitive proposals for Engineering Services for the RFQ Engineering Services, pursuant to advertisement duly made in "*The Panolian*", a legal newspaper published and having a general circulation in the City of Batesville, for the time and in the manner provided by law. The following proposals were received:

Garver, LLC
Mendrop Engineering Resources

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that the above proposals be and they are hereby taken under advisement.

Publisher's Certificate of Publication

STATE OF MISSISSIPPI
COUNTY OF PANOLA

Rebecca Alexander, being duly sworn, on oath says she is and during all times herein stated has been an employee of Batesville Newsmedia publisher and printer of the *The Panolian* (the "Newspaper"), has full knowledge of the facts herein stated as follows:

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

06/19/24, 06/26/24

2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney

Rebecca Alexander

Rebecca Alexander, Publisher

Subscribed and sworn to before me this
26th Day of June, 2024

Shandale Goodman

Shandale Goodman, Notary Public
State of Mississippi
My commission expires 07-30-2026

Account # 180244
Ad # 1840426

NORTH DELTA PLANNING & DEV DISTRICT
INC
PO BOX 1488
BATESVILLE MS 38606



PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

The City of Batesville requests proposals from qualified firms or individuals to provide engineering services for work related to the implementation of grant funded water and wastewater infrastructure project(s). You are invited to submit a proposal, in accordance with this request, to the Office of the City Clerk, City of Batesville, 103 College Street; P O Box 689; Batesville, MS 38606, no later than 12 Noon on Tuesday, July 16, 2024.

The Engineer will be responsible for preparing project cost estimates and a preliminary engineering report for application preparation and if awarded, the selected Engineer will provide all engineering services through project closeout in accordance with federal, state and local laws, regulations and policies. The scope of work includes but is not limited to the following: 1) prepare plans and specifications, 2) distribute bid documents, 3) assist in bid opening and prepare bid tabulation, 4) assist in the execution of construction contracts, 5) hold pre-construction conference, and 6) perform construction inspection including periodic reports to the municipality and approve all payment requests.

The City of Batesville is an Equal Opportunity Employer. The city encourages Minority-owned Business Enterprises (MBEs) and Woman-owned Business Enterprises (WBEs) to submit proposals.

One (1) original and six (6) copies of the proposals must be submitted in a sealed envelope and marked with the following language: "Proposal for Water/Wastewater Infrastructure Engineering Services." Proposals will be evaluated on the following factors: Qualifications (40 points), Experience (40 points) and Capacity for Performance (20 points). To be evaluated properly, the following must be addressed in detail:

Qualifications – List of qualifications of persons to be assigned to project;

Experience – Information regarding the firm's experience and the projects previously undertaken, including the type and amount of grants awarded, the projects activities, and the status of the projects;

Capacity for Performance – Identify the number and title of staff assigned to provide services.

The City of Batesville Board of Aldermen will meet to evaluate each proposal. The city may hold proposals for a period of not to exceed thirty (30) days

for the purpose of reviewing the content of the proposals and investigating the qualifications of the firms and assigned individuals. The city reserves the right to reject any and/or all proposals and waive any irregularities. Subject to grant award(s) and the removal of all environmental conditions, the City of Batesville will award a contract with the qualified individual or firm whose proposal has the highest number of cumulative points issued by the board and determined to be the most advantageous to the city, price and other factors considered. The contract will include the scope and extent of work and other essential requirements. An individual contract will be executed for each awarded project, and the contract will be on a fixed price basis. The City of Batesville has the authority to terminate the selection at any time.

The Panolian:
June 19 and 26, 2024
PROPOSAL/ENGINEERING

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

JULY 16, 2024

IN RE: APPROVAL TO ADVERTISE - UNIFORM ASSESSMENT SCHEDULE

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

**ORDER FOR EXAMINATION AND CONSIDERATION OF
THE 2024/2025 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, August 6, 2024, 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 16th day of July 2024, by the Mayor and Board of Aldermen of the City of Batesville, Mississippi.

IN RE: BANK ACCOUNT- BATESVILLE HOUSING AUTHORITY

Upon motion of Alderman Morrow and second of Alderman Dugger and upon unanimous vote taken, it was ordered that the Batesville Housing Authority bank account closed and further that \$1,277.37 be transferred to the General Fund account.

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

AUGUST 6, 2024

IN RE: NFPA 1002 DRIVER OPERATOR TRAINING

Upon motion of Alderman Land and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the Batesville Fire Department be and they are hereby authorized to host MS Fire Academy Field Delivery NFPA 1002 Driver Operator Training course on August 5-16, 2024, with an approximate cost the city, \$1,964.00 to host the class, plus the cost of textbooks.

IN RE: APPROVAL OF SPECIFICATIONS FOR PAINTING FIRESTATION 2&3

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that the following specifications for painting at fire stations 2 & 3, be and they are hereby approved, and further ordered that Fire Chief Tim Taylor be and he is hereby authorized to obtain quotes for said painting.

City of Batesville
SPECIFICATIONS FOR PAINTING OF
FIRE STATIONS 2 & 3

1.1 SCOPE - The work covered by these specifications consists of furnishing all plant, labor, equipment, appliances, materials and performing all operations in connection with preparation of surfaces and application of paint or other specified materials. This work shall be accomplished in complete and strict accordance with these specifications, and shall be subject to the terms and conditions of this purchase order.

2. DEFINITIONS

2.1 PAINT: The term "paint" as used herein includes emulsions, enamels, paints, stains, varnishes, sealers, and other coatings, organic or inorganic whether they be used as prime, intermediate, or finish coats.

2.2 REPAINTING: The term "repainting" designates the cleaning and recoating with the same or similar materials originally used on extensive areas on which the existing coatings have deteriorated or otherwise have not provided adequate protection.

2.3 TOUCH UP PAINTING: The term "touch up painting" refers to the applications of paint on small areas of painted surfaces to repair mars, scratches, and other defects where the coating has deteriorated in order to restore the coating to an unbroken condition.

2.4 PREVIOUSLY PAINTED: The term "previously painted" refers to surfaces that have been coated with paint, stain, varnish, sealer, enamel and other organic or inorganic coatings within a period beginning with construction of the structure to the present day.

2.5 FIRE STATION : Meaning same as Apparatus and housing quarters for firefighters

3. PAINTING OPERATION

3.1 SURFACE PREPARATIONS - Except as otherwise specified, all surfaces to be painted shall be clean, smooth, dry, and free from dust, grit, dirt, insect nests, blisters, peeling paint, and any foreign objects or debris. Exposed surfaces of columns, clips, shoes, straps, tie down anchors, and etc. shall be cleaned by wire brushing, scraping or sand blasting. All loose scale and other objectionable materials shall be removed. Any grease and oil-based substances shall be removed by solvent cleaning with low toxicity solvents having a flash point above 100 degrees F. The finished surface shall be free from drops, ridges, waves, laps, and brush marks. Any loose or unfastened siding, boards, or decorative trim shall be refastened to its original fashion. Any damaged sheetrock or wall surfaces shall be patched and sanded to smooth surface equal to the area adjacent to the repair. Any areas of rotted or deteriorated surfaces hidden and not identified during the initial inspection shall be noted and the Fire Chief notified immediately. All Vinyl base material shall be removed and repairs made to the surface for the replacement under another contract. A complete inspection shall be made of cleaned and prepared surfaces and approval given by the Fire Chief or his representative before the commencement of paint application procedures of the initial coats. Cleaning and painting shall be so programmed that dust or other contaminates from the cleaning process do not fall on wet newly painted surfaces.

The movement of furniture and wall fixtures will be provided by the Fire Department. Scheduling must be coordinated with the Fire Chief to prevent delays. Electrical switch and receptacle plates will be removed prior to painting and installed after the finished coats by the Fire Department.

4.1 APPLICATION OF PAINT: Paint shall be applied under dry and dust free conditions, and unless otherwise approved by the Resource Manager, shall not be applied when air temperatures are below 50 degrees F. or when a temperature drop of 20 degrees F. or more is forecast.

Paint shall be applied only to surfaces that are above the dew point temperatures and that are completely free of moisture as determined by sight and touch. The initial and intermediate coats of paint shall be unscarred and

MINUTE BOOK NO. H-3 – CITY OF BATESVILLE, MISSISSIPPI**JULY 16, 2024**

completely integral at the time of application. Diligence and extreme caution shall be implemented in paint applications to prevent color or types intermingling near or around areas where two or more colors or types intersect.

A sufficient time shall be allowed between coats to insure proper drying. All applications shall be made by brush and/or roller, pneumatic or airless spray method. Paint shall be thoroughly stirred and kept at a uniform consistency during application and shall not be thinned in excess of the printed directions of the manufacturer. Paint containers shall not be opened until required for use.

5.1 PROTECTION OF EXPOSURES: Drop cloths and other coverings shall be provided and used for the proper protection of floors, sidewalks, and any surface not designated for paint application. Temporary removal and replacement of items, such as signs, building numbers, light switch covers, door handles, etc., for this purpose shall be as directed by the Fire Chief. It shall be the responsibility of the Contractor to supply and use signs stating the term "Wet Paint" as needed. The signs shall be legible and of a size that can be seen from a distance of not less than 25'. It shall be the responsibility of the Contractor to remove any spillage or wasted paint from non-designated surfaces.

6.1 COVERAGE AND FILM THICKNESS: The actual surface area covered per gallon shall not exceed the spreading rates prescribed for specific paints. Where no spreading rate is specified, the paint shall be applied at a rate normal for the type of material being used. In any event, the combined coats of paint shall completely hide the base surface and the finish coats shall completely hide the undercoats of dissimilar color.

7.1 PROGRESS OF PAINTING WORK: Where painting on any type surface has commenced, the complete painting operation including primary and finished coats, on that portion of the work, shall be completed as soon as practicable, without prolonged delays. Sufficient time, of not less than 24 hours, shall elapse between successive coats to permit them to dry properly for recoating, and this period shall be modified as necessary to suit adverse weather conditions. Paint shall be considered dry for recoating when it feels firm, does not deform or feel sticky under moderate pressure of the finger, and the application of another coat of paint does not cause film irregularities such as lifting or loss of adhesion of the undercoat. All coats of all painted surfaces shall be unscarred and completely integral at the time of application of succeeding coats. At the time of application of each successive coat, the undercoat shall be clean and free of dirt, grit, grease, and oils, insect nests, and any foreign matter or debris.

8.1 EXTERIOR WOOD SURFACES: All previously painted exterior surfaces shall be cleaned and touch up primed as specified in sections 2.3 and 3.1 and coated as specified in sections 4.1 through 7.1 with not less than two (2) coats of paint. Areas included to be painted are fascia boards, siding, ceilings, and all decorative boards and trim.

8.2 INTERIOR SURFACES: All previously painted interior surfaces shall be cleaned and touch up primed as specified in sections 2.3 and 3.1 and coated as specified in sections 4.1 through 7.1 with not less than two (2) coats of paint. Unless otherwise specified, areas having a natural stained or varnished finished are omitted from this contract. Areas included to be painted are fascia boards, walls, doors, ceilings, drywalls, masonry wall and decorative boards and trim.

8.3 METAL SURFACES: All previously painted exterior and interior metal surfaces shall be cleaned and touch up primed as specified in sections 2.3 and 3.1 and coated as specified in sections 4.1 through 7.1 with not less than two (2) coats of metal adhering paint. Areas included to be painted are flashings, passage doors (all sides), door facings and trim, steel post, electrical conduits and all previously painted exterior metal surfaces.

9.1 COLORS AND PAINT REQUIREMENTS

Color matches shall be approved by the Fire Chief prior to the paint purchase and application. Color shades for the all surfaces shall be as determined by the Fire Chief.

9.2 All interior and exterior paints and stains shall be of oil base type. Latex paints will be accepted on dry walls or for wall covering preparation. The paint shall be in its original container with the manufacturer's label affixed. Paints unless otherwise specified or permitted, shall be packaged in standard containers not larger than five (5) gallons in size. Each container of paint or separately packaged components thereof shall be clearly and durably labeled to indicate the date of manufacture, manufacturer batch numbers, quantity, color, component identification, and the designated name formula or specification. Paint shall be delivered to the job site in unbroken containers. Substitutions for types or brands of paint will not be permitted after acceptance and approval by the Fire Chief.

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

AUGUST 6, 2024

10.1 AREAS TO BE PAINTED

12. PAINT SCHEDULE

12.1 Fire Station 2,

Location	Areas to be Painted
Front Office	Exterior door and apparatus bay access door (both sides), door frames and facings, wall areas, HVAC duct enclosure
South Hallway	Apparatus Bay access door (both sides), door frames and facings, wall areas, to all room (Wood Finished door blades are not to be painted)
Meeting room, 7 dorm rooms, day room and North hallway	Exterior & Bay access doors (both sides), door frames and facings, wall areas, to all room (Wood Finished door blades are not to be painted), storage closet, HVAC duct enclosure if applicable.
Captain's Office	Door frames and facings, wall areas HVAC duct enclosure
Restrooms	Door frames and facings, wall areas, closet, partitions (front restroom only)
Kitchen	Wall areas, door frames.
Storage Rooms	Doors, door frames and facings, wall areas HVAC duct enclosure if applicable, Shelves in 1 storage room only.
Apparatus Bay	Doors, door frames (not include overhead doors) wall areas and Support post.
Outside Area	Rear wall above porch (T-111 siding).
Ceilings	All Ceilings that is not drop in tile. Except bay area.

12.2 Fire Station 3,

Location	Areas to be Painted
Front Lobby	Exterior door (both sides), door frames and facings, wall areas.
Front Office	Wall areas, door frames.
Front Dorm Room	Wall areas, door frames.
South Hallway, Day Room	Apparatus Bay access door (both sides), door frames and facings, Exterior door (both sides), door frames and facings wall areas, (Wood Finished door blades are not to be painted)

4 dorm rooms, and North hallway	Exterior & Bay access doors (both sides), door frames and facings, wall areas, to all room (Wood Finished door blades are not to be painted), storage closet.
Captain's Office	Door frames and facings, wall areas HVAC duct enclosure
Restrooms	Door frames and facings, wall areas, closet
Kitchen	Wall areas, door frames.
Storage Rooms (2)	Doors, door frames and facings, wall areas
Apparatus Bay	Doors, door frames (not include overhead doors) wall area of entrance nooks.
Outside Area	Metal braces on front porch
Ceilings	All Ceilings that is not drop in tile. Except bay area.

14.1. CONTRACTOR QUALITY CONTROL. The Contractor shall be responsible for inspection of his/her work to ensure that the services required under this purchase order are performed in accordance with the requirements of these specifications. The Contractor shall provide supervision at all times over the work which his/her employees are performing to assure complete and satisfactory performance.

JULY 16, 2024

IN RE: CASHLESS PAYMENTS- CIVIC CENTER

Upon motion of Alderman Dugger and second of Alderman Harrison and upon unanimous vote taken, it was ordered that all vendors be allowed to accept cash, but Batesville Civic Center remain cashless for all rentals.

IN RE: 2024 SOUTH PANOLA ALUMI TAILGATION EVENT- CIVIC CENTER NORTH PARKING LOT

There came on for discussion the matter of a request for the use of the North Parking lot at the Batesville Civic Center in order to host a South Panola Alumni Tailgating Event on October 11, 2024.

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

IN RE: SMALL CONFERENCE ROOM- CIVIC CENTER

Upon motion of Alderman Harrison and second of Alderman and upon unanimous vote taken, it was ordered that Civic Center Director Rodney Holley obtain quotes for decorating the small conference room.

AUGUST 6, 2024

IN RE: APPROVAL OF SPECIFICATIONS FOR REPLACEMENT GENERATOR

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the following specifications for a replacement generator for the high school well, be and they are hereby approved.

Generator Specs

- 175 kw – 277/480 volt 3 phase generator system
- 450-500 gallon sub base diesel tank
- Provide all labor and materials to make final connections to block heater
- Provide all labor and materials to make final connections to battery charger
- Provide (1) battery – 12v 950 cca
- New unit to be installed on existing concrete pad using existing underground conduits and wiring
- Provide and install (1) Automatic transfer switch. Switch will be 277/480 volts 3 phase Nema 3R non-SE rated

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

JULY 16, 2024

IN RE: QUOTES RECEIVED- REPLACEMENT GENERATOR-HIGH SCHOOL WELL

The City of Batesville received the following quotes for a replacement generator for the high school well:

Tocowa Electric Company	\$71,105.00	signed/hand delivered
Robinson Electric Company	\$72,648.54	Emailed
Taylor Power Systems	\$75,294.00	Emailed

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that the quote from Tocowa Electric Company in the amount of \$71,105.00 be and it is hereby accepted as the lowest and best quote for the replacement generator for the high school well. A copy of said quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:

PROPOSAL**Date:** July 8, 2024**Job Name:** Generator at high school well

From: Tocowa Electric Co., Inc.
1163 Morrow Crest Drive
Hernando, MS 38632
(662) 578-1117

To: City of Batesville
103 College Street
Batesville, MS 38606

We propose hereby to furnish material and labor—complete in accordance with specifications below, for the sum of:

Seventy-one thousand, one hundred five and 00/100 dollars (\$71,105.00)

Payment to be made as follows:**As job progresses.**

All material is guaranteed to be as specified.
All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owners to carry fire, tornado, and other necessary insurance. Our workers are covered by Workman's Compensation Insurance and General Liability.

Signature

Jason Lowery

This proposal may be withdrawn by us if not accepted within 30 days.

This price includes the following:

1. Furnish a 175 KW/480 volt, 3 phase diesel generator*
2. Replace existing ATS with new
3. Connect generator to ATS with necessary control wiring and circuits for battery charger and block heater.

*Does not include diesel fuel.

*City will provide equipment to remove existing generator and unload new generator.

Acceptance of Proposal—The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of acceptance

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

AUGUST 6, 2024

IN RE: QUOTES RECEIVED- PUMP REPLACEMENT- DOGWOOD HILLS LIFT STATION

The City of Batesville received the following quotes via email for a pump replacement on Dogwood Hills lift station:

WPS	\$17,785.58
Gulf States Engineering Co., Inc	\$30,026.00
Luckett Pump & Well Service, Inc.	\$19,150.00

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that the quote from Luckett Pump & Well Service, Inc in the amount of \$19,150.00 be and it is hereby accepted as the lowest and best quote for the pump replacement Dogwood Hills lift station. The selection of Luckett Pump and Well Service, Inc. quote, which is not the lowest quoted dollar-wise, is because the Luckett Pump and Well Service, Inc quote provides for delivery of the equipment within five to seven workdays and the WPS quote (lowest dollar amount) provides for delivery in forty-five to sixty days which is too long to wait for the delivery of equipment under the existing circumstances. The lift station is currently on bypass and could fail at any time which would be detrimental to the health and safety of the public. Thus, the selection of the quote from Luckett Pump and Well Service, Inc. is reasonable, necessary, and in the best interest of the City of Batesville and its citizens. A copy of said quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:

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

JULY 16, 2024

Luckett Pump & Well Service, Inc1420 Emerald Rd. (Dublin)
Tutwiler, MS 38963-5213**Estimate**

Date	7/12/2024
Estimate No.	7307

Phone: 662-624-2398 * Fax: 662-624-2399 * Email: luckettppump@gmail.com * Website: www.luckettppump@gmail.com

Name/Address	Ship To
City of Batesville POB 689 Batesville, MS 38606	City of Batesville 103 College St. Batesville, MS 38606

Qty	Description	Rate	Total
2	Liberty 3LM103A0850C2SECA-3 10HP 3PH 230V Solids handling monovane impeller 35ft. standard power cord with quick disconnects. Pricing does not include installation or freight. Actual freight will be billed. Estimated Lead Time: 5 to 7 working days ARO	9,575.00	19,150.00

Quoted By: BCM

Notes: 1.) A 5% credit card fee will be billed when using credit card.

2.) Some of the parts included in this estimate are special order, non-returnable items.

3.) Once an order is placed, a 50% restocking fee applies if the order is cancelled.

4.) The above pricing does not include inbound freight on the special order items listed above as the items are being resourced from different vendors/locations. Actual freight will be billed.

5.) Due to the instability of pricing, this estimate is good for 10 days from date of estimate.

Subtotal	\$19,150.00
Sales Tax (0.0%)	\$0.00
Total	\$19,150.00

If you would like to proceed with the estimate, please complete the following information and email back to Luckett Pump.

PO#: Signature: Date:

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

AUGUST 6, 2024

IN RE: APPROVAL OF ADA SIDEWALK PLANS- DOWNTOWN SQUARE

Upon motion of Alderman Dugger and second of Alderman Land and upon unanimous vote taken, it was ordered that the following ADA sidewalk plans for the downtown square, be and they are hereby approved and further ordered that Public Works Director Newt Benson be and he is hereby authorized to obtain quotes.



JULY 16, 2024

**IN RE: APPROVAL OF PAYMENT FOR EMERGENCY PURCHASE-
REPLACEMENT INCUBATOR FOR WASTEWATER
TREATMENT PLANT**

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

**RESOLUTION APPROVING AND RATIFYING THE EMERGENCY
REPLACEMENT INCUBATOR FOR WASTEWATER TREATMENT
PLANT 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, the incubator for the Wastewater Treatment Plant 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 incubator for Wastewater Treatment Plant 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 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 said incubator for the Wastewater Treatment Plant 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 purchase of the incubator for the Wastewater Treatment Plant in the sum of \$6,999.00 to the USA BlueBook.

3. The Mayor and Board of Aldermen of the City of Batesville, Mississippi, do hereby approve and authorize the payment of the sum of \$6,999.00 to the USA BlueBook in connection with the replacement of the aforesaid the incubator for the Wastewater Treatment Plant.

RESOLVED, this the 16th day of July 2024

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

AUGUST 6, 2024

USABlueBook
3781 Bur Wood Drive
Waukegan, IL 60085
USA

BATESVILLE CITY OF
PO Box 689
Batesville, MS 38606
USA



Telephone
Fax
Giro
Tax registration number

Invoice

Contact Mark Ivy
Packing duty license number

Number INV00374541
Invoice date 5/23/2024
Page 1 of 1
Date and time 7/1/2024 9:55 AM
Sales order SO3374662
Requisition 1254
Your reference
Our reference BIANCA OTTO
Payment Net 30 days
Invoice account 156604
Payment reference

Item number	Description	Quantity	Unit	Unit price	Discount percent	Discount	Amount	Print code
91624	PlantPRO BOD Incubator 19.3 cu ft, 300 Bottles PlantPRO BOD Incubator 19.3 cu ft, 300 Bottles	1.00	ea	6,999.00	0	0.00	6,999.00	

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Total
6,999.00	0.00	0.00	6,999.00	0.00	0.00	6,999.00 USD

Due date 6/22/2024

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

JULY 16, 2024

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 23 day of May, 2024, 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:

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

Plant PRO BOD incubator 20cu.Ft. 110-220VAC
USPT Blue Book, May 23, 2024 \$6,999.00

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

The treatment plant staff are periodically resetting the incubator.
It is not holding required temp. BOD samples are at
risk of being inaccurate.

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

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

The BOD samples are held in this incubator 5 Days a week & are at risk of being inaccurate putting the city at risk of being out of compliance with permit (MDEQ) if not corrected ASAP.

Circle the number of the appropriate items in the list below that you believe are most 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: 5/29/24

R. Newton Benson
 SIGNATURE

R. Newton Benson
 (PRINT NAME OF THE PERSON SIGNING)

POSITION: Asst. Director, Public Works

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

AUGUST 6, 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 Hal Ferrell; Aldermen Land, Harrison, Dugger, Morrow and Walton; City Attorney Colmon Mitchell; City Clerk Shonnah Weaver; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson and Administrative Assistant 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 and personnel matters including salaries.

JULY 16, 2024

IN OPEN MEETING

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for the purpose of discussing potential litigation and personnel matters including salaries 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 Attorney Colmon Mitchell; City Clerk Shonnah Weaver; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson and Administrative Assistant Sulli Woods.

IN EXECUTIVE SESSION

Mayor Ferrell announced that the Mayor and Board are in executive session. Those present in executive session were Mayor Ferrell; Aldermen Harrison, Walton, Dugger, Morrow and Land; City Attorney Colmon Mitchell; City Clerk Susan Berryhill; City Clerk Shonnah Weaver; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson and Administrative Assistant Sulli Woods.

There next came on for discussion the matter of a potential litigation.

There came on for personnel matters including salaries.

IN OPEN MEETING

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

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

AUGUST 6, 2024

IN RE: APPPOINTMENT

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Berma Williams be and she is hereby appointed Accounts Payable Clerk, at a rate of \$20.00 per hour, effective July 25, 2024.

Note: No action was taken on the potential litigation matter discussed.

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

JULY 16, 2024

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 2:00 o'clock p.m., Tuesday, August 6, 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

AUGUST 6, 2024

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

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

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

Date: On the 6th day of August 2024

Hour: 2:00 p.m.

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

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