

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

FEBRUARY 18, 2025

REGULAR MEETING

FEBRUARY 18, 2025

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 February, being the 18th day of February 2025, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Stan Harrison, Dennis Land, Teddy Morrow, Bill Dugger and Bobby Walton. Also present were City Clerk Shannah Weaver; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; Chief Building Official Andy Berryhill; 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; Administrative Assistant Sulli Woods; Park & Recreation Director Heath Fullilove; and Jeremy Weldon of The Panolian

A quorum being present, the meeting was duly opened by the Mayor, and after the invocation given by Newt Benson, 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 February 18, 2025, was approved with additions.

FEBRUARY 18, 2025

CITY OF BATESVILLE BOARD MEETING

FEBRUARY 18, 2025
2:00 P.M. | CITY HALL

AGENDA

CALL TO ORDER: Mayor Hal Ferrell

INVOCATION: Newt Benson

PLEDGE OF ALLEGIANCE

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

APPROVE AGENDA

- February 18, 2025

APPROVE MINUTES OF PRIOR MEETINGS

- February 4, 2025- Regular Meeting

CONSENT AGENDA

1. Request permission for Newt Benson, Gary Snider, Bubba Alewine and Robert Duncan to attend MsRWA Annual Conference in Biloxi, May 27-30, 2025. All expenses to be paid/reimbursed by the city.
2. Request permission for Steve Caldwell and Levi Burns to attend MNGA Operator Conference in Biloxi, May 13-14, 2025. All expenses to be paid/reimbursed by the city.
3. Request permission for Gary Snider and Steve Calwell to attend MNGA – Annual Conference in Orange Beach, AL, July 9-11, 2025. All expenses to be paid/reimbursed by the city.
4. Request permission for Briar Hodges and Billy Bright to attend MsRWA, Operator's Expo in Brandon, March 25-26, 2025. All expenses to be paid/reimbursed by the city.
5. Approval for Calen Walker to attend Engine Company Operations course at MS Fire Academy on March 31-April 3, 2025. All expenses will be paid/reimbursed by the city.
6. Approval for Anthony Waller to attend the vehicle extrication class at the Mississippi Fire Academy on March 17-March 21, 2025. All expenses will be paid/reimbursed by the city.
7. Approval for K-9 Sgt Greg Jones and K-9 Officer Matthew Brown to attend MLEOA Law Dog Seminar on March 10-13, 2025, in Madison, MS. All expenses will be paid/reimbursed by the city.
8. Approval for Dispatcher David Burton and Moneishia Porter to attend IAED 40-hour Basic Certification on February 23-28, 2025, in Tupelo, MS. All expenses will be paid/reimbursed by the city.
9. Approval for Dispatcher Ebony Galmore to attend Dispatch Never Secure Always Ready on February 22, 2025, in Tupelo, MS. All expenses will be paid/reimbursed by the city.

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10. Approval for Dispatcher Ebony Galmore to attend Human Trafficking on March 5, 2025, in Tupelo, MS. All expenses will be paid/reimbursed by the city.
11. Approval for Dispatch Supervisor Carolyn Andrews to attend Advanced Dispatch Supervisor Training on March 23-25, 2025, in Pearl, MS. All expenses will be paid/reimbursed by the city.
12. Approval for Ebony Galmore to attend NECI Suicide Calls on February 20, 2025, in Tupelo, MS. All expenses will be paid/reimbursed by the city.

PAY REQUEST AGENDA

1. Approval of payment of the following to be made to US Bank (wire transfer)
 - \$211,325.00- Fire Station/Public Works
 - \$101,425.00- REDA
 - \$330,775.00- Water/Sewer Revenue
2. Approval of payment in the amount of \$42,945.90 for Pay App #7 to be made to TDL Contractors Inc. in connection with Batesville Pavilion and Museum.
3. Approval of payment to be made to Byrd Sign & Lighting in the amount of \$2,500.00 in connection with Welcome sign in front of Lowe's.
4. Approval of payment to be made to M&N Construction in the amount of \$23,074.33 for Pay App #13 in connection with Concourse Phase 2.
5. Approval of payment to be made to M&N Construction in the amount of \$31,388.61 for Pay App #14 in connection with Concourse Phase 2.
6. Approval of payment to be made to United Systems & Software, Inc. in the amount of \$82,194.40 in connection with electronic gas meters.

HUMAN RESOURCES

1. Approval to promote Timothy Colclausre from Firefighter to Driver/Operator on Shift B with pay increase to \$16.44. Effective February 20, 2025.

VISITORS

1. Coasie Parker/Alecia Johnson-Hines- June 2025 Fun Day/Vender/Activities/Health Event at Patton Lane Park

BIDS

1. Broad Street Sewer Rehab Project

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

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PUBLIC HEARING – 3:00 P.M.

REPORT OF DEPARTMENT HEADS

CHIEF BUILDING OFFICIAL – ANDY BERRYHILL

ASSISTANT CHIEF OF POLICE – BARRY THOMPSON

CITY ATTORNEY – COLMON MITCHELL

CITY CLERK – SHONNAH WEAVER

1. Transfer \$295,620.77 from the Road & Bridge Account to General for reimbursement for paving project.

FIRE CHIEF – TIM TAYLOR

CIVIC CENTER DIRECTOR – RODNEY HOLLEY

1. Discussion of potential events in 2025

IT MANAGER JOEL TAYLOR

1. Permission to surplus items on Surplus List
2. Permission to sign up ever department for the Cybersecurity individually and have Mayor sign MoU in accordance with each department sign up.

PARKS AND RECREATION DIRECTOR – HEATH FULLILOVE

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PUBLIC WORKS DIRECTOR – NEWT BENSON

1. Request permission to add items to surplus list to be auctioned by Thomas Auction & Real Estate
 - Bandit Chipper – Model 1590XP
Serial # - 12K51896
Unit Trailer - 49432
 - Tanker Trailer (On the hill)
CO # 02527
2. Request permission to accept the contract from Thomas Auction & Real Estate for the surplus items going to auction and give the mayor permission to sign.
3. Lockers have requested a streetlight on Pearson St. between the two cross walks on the west side of the street.
4. Requesting permission to adjust water rates for Independence Water Association. 55,000 gallons at \$360.04 – Due to flushing the new connection on Hwy 35 S.
5. Requesting permission for services outside the city limits. Waker Holland, 300 Austin Dr (Chunn Subdivision) \$1,145.62
6. Request permission to approve the listed streets for re-striping.
 - Johnson St & Batesville Drive
 - Lomax, Railroad St, & Perkins Lane to Hwy 51S
 - Van Voris to MLK South
 - Westmoreland Dr, Westmoreland Circle, Morningside Ln, Hillcrest
 - Oak Lane Rd
 - Country Club Rd
7. (From 2/4/25 Meeting) Requesting permission to add 2" gas main down Austin Dr – 1800' total (Loop)
8. **Update – This line will not be completely looped due to Marathon Pipe Line running through the area. We have to bore under their line, run to the end of the street, and we can come back down within 50' of their line and stop.**
9. Obtain quotes for Mosquito Machine
10. State contract pricing lawn mowers
11. Requesting permission to accept the 2025 paving list and ask for Mendrop Engineering to start the specs.
 - Martin Luther King Jr. Drive – South
 - Brewer Rd from I-55 to Hwy 35N
 - Court St.
 - Court St. from the square to Creek Dr.
 - Creek Dr. to Pamela
 - Pamela to Hwy 51N and Pamela to Court St.
 - Court St. to the top of Shuford Hill
 - Buckhorn Rd
 - Pinelodge Rd from City Limits to Connector Rd.
 - Hickory Lane
 - Patch on Woodland at the box culvert
 - Shagbark Dr.
 - Cracker Barrel Dr.
 - Broom Ridge Rd

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

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IN RE: APPROVAL OF MINUTES

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, the minutes of the February 4, 2025, regular meeting were approved.

IN RE: SIGNATURE SHEET FOR MEETING OF FEBRUARY 18, 2025

BOARD MEETING
February 18, 2025
Signature Sheet

<u>J. A. Whitaker</u> Please print name clearly	<u>1098 Latwood Dr Batesville</u> Street Address, City, Zip
<u>Went Denson</u> Please print name clearly	<u>City</u> Street Address, City, Zip
<u>Gary Sneed</u> Please print name clearly	<u>City of Batesville</u> Street Address, City, Zip
<u>Greg Smith</u> Please print name clearly	<u>Menard Express</u> Street Address, City, Zip
<u>Joel Taylor</u> Please print name clearly	<u>City</u> Street Address, City, Zip
<u>David Tavar</u> Please print name clearly	<u>132 VAN VON</u> Street Address, City, Zip
<u>Jonathan Buckley</u> Please print name clearly	<u>Mantra</u> Street Address, City, Zip
<u>Kati Overall</u> Please print name clearly	<u>BPL</u> Street Address, City, Zip
<u>Barry Thompson</u> Please print name clearly	<u>BPL</u> Street Address, City, Zip
<u>Dennis Darby</u> Please print name clearly	<u>BPL</u> Street Address, City, Zip
<u>Henry Fuller</u> Please print name clearly	<u>City</u> Street Address, City, Zip
<u>Isaiah Holly</u> Please print name clearly	<u>PC</u> Street Address, City, Zip
<u>Darrell Dixon</u> Please print name clearly	<u>NDPDD</u> Street Address, City, Zip
<u>Joe Azee</u> Please print name clearly	<u>Panola R</u> Street Address, City, Zip

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FEBRUARY 18, 2025

IN RE: APPROVAL OF CONSENT AGENDA

Upon motion of Alderman Morrow and second of Alderman Dugger 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. Request permission for Newt Benson, Gary Snider, Bubba Alewine and Robert Duncan to attend MsRWA Annual Conference in Biloxi, May 27-30, 2025. All expenses to be paid/reimbursed by the city.
2. Request permission for Steve Caldwell and Levi Burns to attend MNGA Operator Conference in Biloxi, May 13-14, 2025. All expenses to be paid/reimbursed by the city.
3. Request permission for Gary Snider and Steve Calwell to attend MNGA – Annual Conference in Orange Beach, AL, July 9-11, 2025. All expenses to be paid/reimbursed by the city.
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IN RE: APPROVAL OF PAY REQUEST AGENDA

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

1. Approval of payment of the following to be made to US Bank (wire transfer)
 - \$211,325.00- Fire Station/Public Works
 - \$101,425.00- REDA
 - \$330,775.00- Water/Sewer Revenue
2. Approval of payment in the amount of \$42,945.90 for Pay App #7 to be made to TDL Contractors Inc. in connection with Batesville Pavilion and Museum.
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6. Approval of payment to be made to United Systems & Software, Inc. in the amount of \$82,194.40 in connection with electronic gas meters.

IN RE: APPROVAL OF HUMAN RESOURCES AGENDA

Upon motion of Alderman Harrison and second of Alderman Walton 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 promote Timothy Colclasure from Firefighter to Driver/Operator on Shift B with pay increase to \$16.44. Effective February 20, 2025.

IN RE: MDEQ GRANT- ELECTRIC CHARGING STATION

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, the Board of Aldermen agreed to de obligate funding relative to the MDEQ Grant for electric charging stations.

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IN RE: CONTRACT- TDL CONTRACTORS, INC- ANIMAL SHELTER

Upon motion of Alderman Morrow and second of Alderman Dugger 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 animal shelter.


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 24TH day of JANUARY in the year 2025
(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 Animal Shelter
21556B Hwy 6 EastBatesville, 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 A2016®-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.

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FEBRUARY 18, 2025

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 10th of February 2025. 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.)

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Not later than one hundred fifty (150) 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	July 10, 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 Hundred Thirty Thousand Dollars and zero cents, (\$130,000.00)**, subject to additions and deductions as provided in the Contract Documents.

BASE BID	\$130,000.00	ACCEPTED
§ 4.2 Alternates		
§ 4.2.1 Alternates, if any, included in the Contract Sum:		

Item	Price
NO ALTERNATES	NO ALTERNATES

§ 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	\$5,000.00
Hardware Allowance	\$800 per door

§ 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		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)
\$ 500.00 per day after Substantial Completion

§ 4.6 Other:

Init. /
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(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;
- .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:

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(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.)

Per Mississippi State Statues

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.

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(1735546959)

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FEBRUARY 18, 2025

(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
 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 days¹ prior notice to the other party.

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FEBRUARY 18, 2025

§ 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		12-3-2024
"CITY OF BATESVILLE Contract		
Batesville Animal Shelter"		
Table of Contents		

.6 Specifications

Section	Title	Date	Pages
"CITY OF BATESVILLE Contract		5-15-2024	
A: Batesville Animal Shelter"			
Table of Contents			

.7 Addenda, if any:

Number	Date	Pages
Addendum 1	1-9-2025	See Construction Documents
Addendum 2	1-13-2025	See Construction Documents

(*Paragraphs deleted*)

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

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)

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

FEBRUARY 18, 2025

**Additions and Deletions Report for
AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:14:54 ET on 01/22/2025.

PAGE 1

AGREEMENT made as of the 24TH day of JANUARY in the year 2025

...

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

...

TDL Contractors, Inc
4261 Palestine Road
Cold Water Mississippi 38618

...

City of Batesville- Batesville Animal Shelter
21556B Hwy 6 EastBatesville, MS38606

...

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

PAGE 2

Established as follows:

...

A Notice to Proceed shall be issued on the 10th of February 2025. The contractor shall commence work starting on that date.

PAGE 3

Not later than one hundred fifty (150) calendar days from the date of commencement of the Work.

...

All work Substantially Complete July 10, 2025

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FEBRUARY 18, 2025

§ 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 Hundred Thirty Thousand Dollars and zero cents, (\$130,000.00)**, subject to additions and deductions as provided in the Contract Documents.

BASE BID	\$130,000.00	ACCEPTED
----------	--------------	----------

...

<u>NO ALTERNATES</u>	<u>NO ALTERNATES</u>
----------------------	----------------------

...

<u>Value Engineering</u>	<u>00.00</u>	<u>No Value Engineering</u>
--------------------------	--------------	-----------------------------

...

<u>Contingency Allowance</u>	<u>\$5,000.00</u>
<u>Hardware Allowance</u>	<u>\$800 per door</u>

...

None

...

\$ 500.00 per day after Substantial Completion
PAGE 4

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.

...

none

...

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FEBRUARY 18, 2025

See note in 5.1.7.1

...

%—Per Mississippi State Statues
PAGE 6 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 7Contractor 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 12-3-2024
"CITY OF BATESVILLE Contract
Batesville Animal Shelter"
Table of Contents

...

"CITY OF BATESVILLE Contract 5-15-2024
A: Batesville Animal Shelter"

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FEBRUARY 18, 2025

Table of ContentsAddendum 1
Addendum 21-9-2025
1-13-2025See Construction Documents
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:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A101™ 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.)

...

Hal Ferrell, Mayor of Batesville
Batesville, Mississippi

Benjamin R. Hamilton
President, TDL Contractors, Inc

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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 10:14:54 ET on 01/22/2025 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. I-3 – CITY OF BATESVILLE, MISSISSIPPI

FEBRUARY 18, 2025

IN RE: BIDS RECEIVED – BROAD STREET SEWER REHAB PROJECT

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

SUNCOAST	\$97,859.00
GULF COAST UNDERGROUND	\$166,058.25

Having heard all bids received, upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the bids 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:
01/22/25, 01/29/25
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
29th Day of January, 2025

Shandale Goodman

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

Account # 180200
Ad # 1937041

CITY OF BATESVILLE
PO BOX 689
BATESVILLE MS 38606



PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for the Broad Street Sewer Rehab Project will be received by The City of Batesville, herein called the "OWNER", at Batesville City Hall, 103 College Street, Batesville, MS until 2:00 P.M., Local Time on February 18, 2025 at which time they will be publicly opened and read aloud.

Bids received after this time will not be accepted and will be returned unopened. A Pre-Bid Conference is not currently scheduled for the Project. If it is determined that a pre-bid conference is required, an addendum will be issued to establish the time, date, and location. The Project Scope shall include, but may not be limited to, cleaning, removal of roots, removal of protruding service laterals, lining approximately 1200 linear feet of 8-inch and 6 inch diameter sanitary sewer pipelines, reconnection of existing service laterals, and close-circuit television (CCTV), traffic control, and other miscellaneous items in accordance with the specifications.

Contract time is 60 consecutive calendar days. Liquidated damages in the amount of \$250.00 will be assessed for each consecutive calendar day thereafter. Bidders must be qualified under Mississippi Law and show a current Certificate of Responsibility issued by the Mississippi Board of Public Contractors establishing classification as to the value and type of construction work on which he is authorized to bid. The Plans, Specifications, and Contract Documents may be examined at the following locations:

1. Batesville City Hall, 103 College Street, Batesville, MS 38606, (662) 563-4576
2. Mendrop Engineering Resources, 101 Eureka Street, Batesville, MS 38606, (662) 501-9946
3. Via email at gsmith@mendrop.net

Copies of the Contract Documents may be obtained at the offices of Mendrop Engineering Resources, LLC, 101 Eureka St. Batesville, MS 38606, Telephone 662-501-9946, upon payment of \$150 for each set, NOT to be refunded. The cost of the contract documents includes standard shipping and handling via USPS First Class Mail or UPS Ground, as well as printing expenses. Plans may also be sent via email. Make request for plans via email. (gsmith@mendrop.net)

Disadvantaged business enterprises are encouraged to make inquiries regarding potential bidding; subcontracting oppor-

tunities; and equipment, material and/or supply needs.

Any contract or contracts awarded under this invitation for bids are expected to be funded in whole by The City of Batesville, Mississippi. The bidder shall guarantee to hold his bid good and may not withdraw his bid for a period of 60 calendar days after the scheduled closing time for receiving bids.

The award, if made, will be made to the party submitting the lowest and best responsive, responsible bid deemed most favorable to the Owner. The City of Batesville reserves the right to reject any and all bids and to waive any informalities or irregularities in the bids received.

The City of Batesville
Mayor Hal Ferrell

The Panolian:
Jan. 22 and 29, 2025
BIDS/BROAD STREET

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

FEBRUARY 18, 2025

IN RE: TRANSFER FROM ROAD & BRIDGE TO GENERAL FUND

Upon motion of Alderman Harrison and second of Alderman Dugger and upon unanimous vote taken, it was ordered that \$295,620.77 be and it is hereby transferred from Road & Bridge to General Fund for reimbursement for paving project.

IN RE: SURPLUS PROPERTY

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

R E S O L U T I O N

BE IT RESOLVED that the following equipment is obsolete and is not needed for municipal purposes and therefore, the equipment should be and is hereby declared to be surplus property and further ordered that said equipment, having no value shall be disposed of as junk, described as follows, to-wit:

Surplus List

NOKIA SU-42 Tablet (Quantity: 2)

ASUS 24" Monitor VA24E

Dell Desktop OptiPlex 7070 PC

Samsung 24" Monitor C24F396FHN

AXIS Q6010-E 4-way Camera B8A44F864098

HP Desktop PC MXL3472WQB

HP Desktop PC MXL3260CRQ

All items that contain a hard drive will have it removed, and the data on the hard drive wiped or stored.

** = Confirmed with Supplier to dispose of item*

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FEBRUARY 18, 2025

IN RE: APPROVAL TO SIGN MISSISSIPPI HOMELAND SECURITY GRANT FOR CYBER SECURITY

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Mayor Hal Ferrell, City Clerk Shonnah Weaver, and any other signature as needed, be and they are hereby authorized to sign the necessary documents for each department to sign up for the Mississippi Homeland Security Grant for Cyber Security.

IN RE: SURPLUS PROPERTY

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

RESOLUTION

BE IT RESOLVED that the following equipment is obsolete and is not needed for municipal purposes and therefore, the equipment should be and is hereby declared to be surplus property and further ordered that said equipment, shall be sent to auction, described as follows, to-wit:

- Bandit Chipper – Model 1590XP
Serial # - 12K51896
Unit Trailer - 49432
- Tanker Trailer (On the hill)
CO # 02527

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

FEBRUARY 18, 2025

IN RE: THOMAS AUCTION & REAL ESTATE

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Public Works Director Newt Benson be and he is hereby authorized to sign the contract with Thomas Auction & Real Estate in connection with the surplus items going to auction.

Thomas Auction and Real Estate Co., Inc.

20035 Hwy 12 East – Kosciusko, MS 39090

Tony R. Thomas – MS Lic. #180 & Broker # 9411 / Patrick Thomas – MS Lic. #1256
662-289-7800 / 601-214-1868 / 662-312-8139 / 662-417-8906Date: February 6 2025

Contractual Agreement:

This contract entered by and between City of Batesville (Hereinafter referred to as Seller), Address 103 College Street Batesville MS 39060 and Thomas Auction & Real Estate Co., Inc., located at 20035 Hwy 12 East; Kosciusko, MS 39090 (hereinafter referred to as Auctioneer).

Date of Auction: March 15thLocation of Auction: Kosciusko MS

Type of Auction:

Live Auction
 Live Auction with Online bidding
 Online Only

Item(s) to be sold: Auctioneer is hereby contracted by Seller to sell the following item(s) at auction:

① 6' Big Bee L-660 Cutter Co. No-03697
② Woods 60" Finish mower RM-660-1-S.M. 7187-1 496392
③ 03 Ford Explorer S.N.-1FMZU72K232B14869
④ Agrotech 04 model SJ 600 S.N. 24101046
(See Addendum A)

Compensation of Auctioneer:

*Commission on Equipment sold: In consideration of performance of this contract by Auctioneer, the acceptance of the bids and the consummation of sale, Auctioneer shall receive, and Seller shall pay 5% percent commission of the last bid made or received on each item described above that is sold at auction. Auctioneer will be responsible for all advertising expenses, conducting the auction, supply of all labor needed to set up and conduct auction, and collecting of the proceeds from the auction. Responsibilities of Seller: *Seller agrees that any & all liens &/or encumbrances held on the above equipment must be satisfied or disclosed to Auctioneer upon the signing of the contract.

Additional terms:

Auctioneer will pick up and deliver to Auction.Auctioneer may sell some items on-site in city.Auctioneer will collect a buyer fee from the buyer.Seller may add any other items to this contract.

Settlement of Auction Proceeds: *After completion of the auction, Auctioneer will balance all auction invoices so that each item is accounted for. Once the auction is settled, Auctioneer will deduct any commission earned and any additional agreed upon expenses incurred from the gross proceeds from the sale of items and pay proceeds to Seller within 10 working days of auction close. THIS CONTRACTUAL AGREEMENT CONTAINS THE COMPLETE AGREEMENT OF ALL PARTIES AND SHALL BE BINDING ON ALL PARTIES, RESPECTIVE HEIRS, PERSONAL REPS. AND AGENTS, SUCCESSORS OR ASSIGNS. NO PARTY HERETO IS ENTITLED TO RELY ON ANY REPRESENTATION, BE IT WRITTEN OR ORAL, WHICH PURPORTS TO ALTER OR VARY THE TERMS OF THIS CONTRACT. ANY ADJUDICATION WILL TAKE PLACE IN ATTALA COUNTY MISSISSIPPI.

Signed and agreed upon by:

Seller: _____

Date: _____

Auctioneer: Stew MayDate: Feb 6

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

FEBRUARY 18, 2025

Addendum A
Thomas Auction and Real Estate

Item	Serial/Vin	Other
⑤ Woods Batwing 3180	553333	9318
⑥ New Holland TS6.120 2012	10413648	
⑦ 03 Chevrolet C7000 Dump Truck	1G8M7C13X4F505476	
⑧ 1997 GMC C7500 Dump Truck	1GDL7H150V5517939	
⑨ 1981 Delta Low Boy		2973
⑩ 1977 Van Trailer	86222	
⑪ Old Flat Bed Trailer 45'		
⑫ 2002 Ford Ranger	1FTYR10E52PB35883	
⑬ 04 Ford Ranger	1FTYR10E99PB23223	
⑭ 01 Ford F250	1FTNY20L21EC91659	
⑮ 1996 Ford F150	1FTEF15N47L459508	
⑯ 1997 Chevy Van	1G8HP321XV3300481	
⑰ 2000 Ford F450	1FD8W46F91EA03351	
⑲ Ahayo FR10 Canner	13989	
⑳ Ahayo 4105-3	30031	
㉑ Stone Pac VP3100R Roller	062007226	
㉒ Bandit 1590XP Chipper	12K51896	49432
㉓ Old Tanker Trailer		Co. No. 02527
*	*	*

Seller: _____ Auctioneer: _____

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

FEBRUARY 18, 2025

IN RE: SECURITY/STREETLIGHT PEARSON STREET

Upon recommendation of Public Works Director Newt Benson and upon motion of Alderman Dugger and second of Alderman Walton and upon unanimous vote taken, it was ordered for a security/streetlight to be placed on Pearson Street near Locker's.

IN RE: RE-STRIPE STREETS

Upon recommendation of Public Works Director Newt Benson and upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered for the following streets to be re-striped:

- Johnson Street & Batesville Drive
- Lomax, Railroad Street, & Perkins Lane to Hwy 51 S
- Van Voris to MLK South
- Westmoreland Dr., Westmoreland Circle, Morningside Lane, and Hillcrest Dr.
- Oak Lane Road
- Country Club Road
- Vance Street between Van Voris and Panola Avenue

IN RE: OBTAIN QUOTES

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that Public Works Director Newt Benson obtain quotes for two Mosquito machines.

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

FEBRUARY 18, 2025

IN RE: EXTENSION OF CITY UTILITIES OUTSIDE THE CITY LIMITS

There came for discussion the matter of a request for water services for Walker Holland, located at 300 Austin Drive, outside the city limits of Batesville.

Upon recommendation of Public Works Director Newt Benson and upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that city water services be provided to Walker Holland's property located at 300 Austin Drive, contingent upon and subject to him paying \$1,145.62 for said service in advance of such extension. A copy of the total amount owed by Walker Holland, is as follows:

2/10/2025

81

Quote #:

1

Quoted To:

Water Department - City of Batesville
 103 College St
 Batesville, MS 38606

Phone:

Cust PO:

Reference: Walker Holland

Terms:

Ship Via:

Salesperson: MARK
 Valid Through: 2/24/2025

Stock Code	Description	Taxable	Quantity	Price	Extended
BACKHOE#4	Equipment on Job	N	2.00	44.00	88.00
TOTAL LABOR	Total Labor on Job	N	1.00	169.62	169.62
TOTAL OF MISC. MATE	Water Connection Fee	N	1.00	750.00	750.00
TOTAL OF MISC. MATE	Deposit	N	1.00	100.00	100.00
TRUCK#11	Equipment on Job	N	2.00	19.00	38.00

2/10/2025

Quote for Walker Holland
 300 Austin Drive
 Batesville Ms. 38606

SubTotal:	1,145.62
Tax:	0.00
Shipping:	0.00
Total:	1,145.62

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

FEBRUARY 18, 2025

IN RE: APPROVAL TO PURCHASE LAWN MOWERS– MS STATE CONTRACT

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Public Works Director Newt Benson be and he is hereby authorized to purchase two (2) lawn mowers for Parks & Recreation and one (1)lawn mower for WWTP from Deere & Company (Wade, Inc.) in the amount of \$11,930.38 each (Total=\$35,791.14) through MS State Contract.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Wade, Inc.
 12159 Highway 6
 Batesville, MS 38606
 662-561-0046
 jward@wadeinc.com

Quote Summary

Prepared For:
 CITY OF BATESVILLE
 103 COLLEGE ST
 BATESVILLE, MS 38606
 Business: 662-563-4576
 Mobile: 662-902-8314
 CITYCLERK@BATESVILLE.MS

Delivering Dealer:
 Wade, Inc.
 Jeremy Ward
 12159 Highway 6
 Batesville, MS 38606
 Phone: 662-561-0046
 jward@wadeinc.com

Quote ID: 32278144
 Created On: 30 January 2025
 Last Modified On: 30 January 2025
 Expiration Date: 01 March 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z950M ZTrak	\$ 11,930.38	X 3	= \$ 35,791.14

Contract: MS Grounds Maintenance Equip 8200073314 (PG 4D CG 22)
Price Effective Date: January 29, 2025

Equipment Total **\$ 35,791.14**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 35,791.14
Trade In	
SubTotal	\$ 35,791.14
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 35,791.14
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 35,791.14

Salesperson : X _____

Accepted By : X _____

Confidential

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

FEBRUARY 18, 2025



Selling Equipment

Quote Id: 32278144 Customer Name: CITY OF BATESVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Wade, Inc.
12159 Highway 6
Batesville, MS 38606
662-561-0046
jward@wadeinc.com

JOHN DEERE Z950M ZTrak

Hours:

Stock Number:

Contract: MS Grounds Maintenance Equip 8200073314 (PG
4D CG 22) Selling Price *
\$ 11,930.38

Price Effective Date: January 29, 2025

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0695TC	Z950M ZTrak	3	\$ 14,899.00	23.00	\$ 3,426.77	\$ 11,472.23	\$ 34,416.69
Standard Options - Per Unit							
001A	United States/Canada	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1504	60 In. Side Discharge Mower Deck	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	3	\$ 595.00	23.00	\$ 136.85	\$ 458.15	\$ 1,374.45
Standard Options Total			\$ 595.00		\$ 136.85	\$ 458.15	\$ 1,374.45
Value Added Services			\$ 0.00			\$ 0.00	\$ 0.00
Total							
Total Selling Price			\$ 15,494.00		\$ 3,563.62	\$ 11,930.38	\$ 35,791.14

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.

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

FEBRUARY 18, 2025

IN THE CLOSED MEETING

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

On motion made by Alderman Harrison, seconded by Alderman Dugger, 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 real estate, litigation, leasing of city property, and appealable order.

IN OPEN MEETING

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for discussing real estate, litigation, leasing of city property, and appealable order. and that the total vote on the motion to go into executive session was five (5) aldermen in favor and no aldermen opposed. Those present in the open meeting were Mayor Ferrell; Aldermen Harrison, Land, Dugger, Morrow and Walton; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; City Clerk Shonnah Weaver; Administrative Assistant Sulli Woods; Public Works Director Newt Benson and Assistant Public Works Director Gary Snider.

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FEBRUARY 18, 2025

IN EXECUTIVE SESSION

Mayor Ferrell announced that the Mayor and Board of Aldermen are in executive session. Those present in executive session were Mayor Ferrell; Aldermen Harrison, Walton, Dugger, Morrow and Land; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; City Clerk Shonnah Weaver; Public Works Director Newt Benson, Assistant Public Works Director Gary Snider and Administrative Assistant Sulli Woods.

There came on for discussion a Real Estate Matter. (Panola Partnership Director Joe Azar and Chief Building Official Andy Berryhill were present for this conversation.)

There came on for discussion of the litigation.

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

There next came on for discussion of an appealable order.

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; Chief of Police Dennis Darby; City Clerk Shonnah Weaver; Public Works Director Newt Benson and Administrative Assistant Sulli Woods.

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FEBRUARY 18, 2025

IN RE: POTENTIAL SALE OF REAL PROPERTY

There came on for discussion the matter of the potential sale of real property located behind Zaxby's.

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the offer from Jimmie Gipson in the amount of \$80,000.00 to purchase said real property behind Zaxby's be counteroffered in the amount of \$110,000.00.

IN RE: LIGHTS FOR PATTON LANE PARK & AMERICAN LEGION

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that the City of Batesville accept the donation of lights from South Panola School District to replace the existing lights at American Legion Park and Patton Lane Park.

IN RE: EASEMENT- LIGHTING ON DOWNTOWN SQUARE BUILDINGS

Upon unanimous consent, The Mayor and Board of Aldermen authorized City Attorney Colmon Mitchell to prepare easements relative to the lights on the Downtown Square Buildings for Mainstreet as requested by Joe Azar.

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Upon motion duly made and seconded, the meeting was adjourned.

Mayor

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