

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

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NOVEMBER 7, 2023

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**REGULAR MEETING**

**NOVEMBER 7, 2023**

Be It Remembered that a Regular Meeting of the Mayor and Board of Aldermen of the City of Batesville was held on the first Tuesday of November, being the 7<sup>th</sup> day of November 2023, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Stan Harrison, Dennis Land, Bill Dugger, Bobby Walton and Teddy Morrow. Also present were: City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford; Greg Smith of Mendrop Engineering Resources; Chief Building Official Andy Berryhill; Fire Chief Tim Taylor; Deputy Chief David Tarver; Public Works Director David Karr; Assistant Public Works Director Newt Benson; Civic Center Director Rodney Holley; Parks and 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 Paul Middleton, the following business was taken up.

**IN RE: APPROVAL OF AGENDA**

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, the agenda of November 7, 2023, was approved with the addition of Sanitary Sewer Project bids and burn ban extension.

NOVEMBER 7, 2023

**CITY OF BATESVILLE BOARD MEETING**

NOVEMBER 7, 2023

2:00 P.M. | CITY HALL

**AGENDA****CALL TO ORDER:** Mayor Hal Ferrell**INVOCATION:** Paul Middleton

**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**

- November 7, 2023

**APPROVE MINUTES OF PRIOR MEETINGS**

- Regular Meeting – October 17, 2023

**CONSENT AGENDA**

1. Approval for Heath Fullilove to attend the USSSA National Convention in Fort Myers, Florida November 13-16, 2023, with expenses paid/reimbursed by the City. Registration is paid for by the National office.
2. Approval for David Karr, Newt Benson, Gary Snider, Rodney Alewine and Taylor Jaudon to attend the free 2-day Asset Management Training December 18 & 19, 2023. They will travel in a city vehicle. Reimburse travel expenses if necessary.
3. Approval for Anthony Waller to attend the NFPA 1033 Fire Investigator-I class at Alabama Fire College in Tuscaloosa, Alabama, January 8-12, 2024, with expenses paid/reimbursed by the City.
4. Approval for James Griffin to attend the Haz Mat Tech Class – online (November 13-December 1, 2023, and skills and final testing at the Mississippi Fire Academy December 3-8, 2023, with expenses paid/reimbursed by the City.

**PAY REQUEST AGENDA**

1. Approval to issue payment in the amount of \$22,786.70 to Whitfield Electric Co., Inc. relative to the Batesville Civic Center lighting project.
2. Approval to issue payment in the amount of \$259,884.00 to Covington Sales & Service, Inc. relative to the leaf loader. Board approved September 19, 2023.
3. Approval to issue payment in the amount of \$5,779.20 to North Delta Planning & Development District, Inc. relative to Kelley Magee 2024 budget contract work.

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4. Approval to issue payment in the amount of \$90,870.24 to John Deere Financial relative to the two (2) year lease of two (2) backhoes. Board approved January 17, 2023.
5. Approval to issue payment in the amount of \$21,626.33 to Stribling Equipment, LLC relative to the bulldozer repairs.

**HUMAN RESOURCES**

1. Approval to offer full time employment in the Street Department to a potential employee at a rate of \$16.00 per hour contingent upon him accepting said offer and undergoing a medical exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of said employment expires on November 20, 2023, at midnight if not accepted.
2. Approval to offer full time employment to a potential employee as the IT Manager at a rate of \$55,000.00 per year contingent upon him accepting said offer and undergoing a medical exam and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of said employment expires on November 20, 2023, at midnight if not accepted. Employee will not be available for employment until January 8, 2024.
3. Approval to offer full time employment as a non-certified fireman to a potential employee at a rate of \$13.55 per hour contingent upon him accepting said offer and undergoing a medical exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of said employment expires on November 20, 2023, at midnight if not accepted.
4. Approval to offer full time employment as a non-certified fireman to a potential employee at a rate of \$13.55 per hour contingent upon him accepting said offer and undergoing a medical exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of said employment expires on November 20, 2023, at midnight if not accepted.

**VISITORS**

1. Tony Barragan – Hybrid Cultivation
2. Belinda Weems – Youth Ministry

**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 HEARINGS – 3:00 P.M.****BIDS RECEIVED****REPORT OF DEPARTMENT HEADS****CHIEF BUILDING OFFICIAL – ANDY BERRYHILL**

1. Monthly inspection and complaint lists
2. Planning Commission Minutes – October 30, 2023
3. Final plat approval for House Carlson Drive Commercial Lot 1 Subdivision
4. Set clean-up hearings as needed
5. Set public hearings as needed
  - Woody Loden – Conditional Use Permit for ambulance service at 405 Highway 51 South – hearing for November 21, 2023

**CHIEF OF POLICE – KERRY PITTMAN**

1. Approval to purchase 41 FirstVu Pro body cameras and 3 docking stations from Digital Ally - \$175,640.00 paid over a 5 year period
2. Approval to declare items as surplus property
3. Approval to purchase 9 body armor lvl 2 vest, concealable carriers and trauma plates through MS State Contract #8200071299 - \$10,681.92 (Ballistic Grant will cover \$4,000.00)

**CITY ATTORNEY – COLMON MITCHELL**

1. Request for Attorney General's opinion

**CITY CLERK – SUSAN BERRYHILL**

1. Maximum daily reimbursement rates for travel
2. Final ad valorem tax exemption – Lockers Manufacturing, LLC (Pearson Street)
3. Approval to obtain quotes for financing – leaf loader
4. Acknowledge holidays

**FIRE CHIEF – TIM TAYLOR**

1. Monthly fire reports (copies will be available on the table)

**CIVIC CENTER DIRECTOR – RODNEY HOLLEY**

1. Approval to declare surplus property and sell on govdeals.com

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**PUBLIC WORKS DIRECTOR – DAVID KARR**

1. Approval to solicit contracts for water tank maintenance
2. Park security information
3. Approval for water outside the city limits – solar farm Hadorn Road
4. Quotes – pump repair – Elm Street (\$8,676.60)
5. Quotes – control panel – Elm Street (\$6,200.00)
6. Quotes – (2) ceiling fans for Public Works Shop (\$16,710.00)
7. Approval of specifications and to obtain quotes for gooseneck trailer
8. C-Spire permit application

**ALLOW CLAIMS:** 40822-41506 (includes The Co-Op)

**OTHER MATTERS BY MAYOR OR ALDERMAN:**

1. Golf carts
2. Charlie Dulany -invoices & paint samples

**EXECUTIVE SESSION****ADJOURNMENT****IN RE: APPROVAL OF MINUTES**

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, the minutes of the October 17, 2023, regular meeting, were approved.

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**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. Approval for Heath Fullilove to attend the USSSA National Convention in Fort Myers, Florida November 13-16, 2023, with expenses paid/reimbursed by the City. Registration is paid for by the National office.
2. Approval for David Karr, Newt Benson, Gary Snider, Rodney Alewine and Taylor Jaudon to attend the free 2-day Asset Management Training December 18 & 19, 2023. They will travel in a city vehicle. Reimburse travel expenses if necessary.
3. Approval for Anthony Waller to attend the NFPA 1033 Fire Investigator-I class at Alabama Fire College in Tuscaloosa, Alabama, January 8-12, 2024, with expenses paid/reimbursed by the City.
4. Approval for James Griffin to attend the Haz Mat Tech Class – online (November 13-December 1, 2023, and skills and final testing at the Mississippi Fire Academy December 3-8, 2023, with expenses 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. Approval to issue payment in the amount of \$22,786.70 to Whitfield Electric Co., Inc. relative to the Batesville Civic Center lighting project.
2. Approval to issue payment in the amount of \$259,884.00 to Covington Sales & Service, Inc. relative to the leaf loader. Board approved September 19, 2023.
3. Approval to issue payment in the amount of \$5,779.20 to North Delta Planning & Development District, Inc. relative to Kelley Magee 2024 budget contract work.
4. Approval to issue payment in the amount of \$90,870.24 to John Deere Financial relative to the two (2) year lease of two (2) backhoes. Board approved January 17, 2023.
5. Approval to issue payment in the amount of \$21,626.33 to Stribling Equipment, LLC relative to the bulldozer repairs.

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

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

1. Approval to offer full time employment in the Street Department to Rivers Stevens at a rate of \$16.00 per hour contingent upon him accepting said offer and undergoing a medical exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of said employment expires on November 20, 2023, at midnight if not accepted.
2. Approval to offer full time employment to Joel Taylor as the IT Manager at a rate of \$55,000.00 per year contingent upon him accepting said offer and undergoing a medical exam and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of said employment expires on November 20, 2023, at midnight if not accepted. Mr. Taylor will not be available for employment until January 8, 2024.
3. Approval to offer full time employment as a non-certified fireman to Brayden Henson at a rate of \$13.55 per hour contingent upon him accepting said offer and undergoing a medical exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of said employment expires on November 20, 2023, at midnight if not accepted.
4. Approval to offer full time employment as a non-certified fireman to Jaylon Johnson at a rate of \$13.55 per hour contingent upon him accepting said offer and undergoing a medical exam, and a drug and alcohol test and being free of drugs and cleared for employment pursuant thereto, and that said offer of said employment expires on November 20, 2023, at midnight if not accepted.

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IN RE: **BIDS RECEIVED – SANITARY SEWER COLLECTION SYSTEM REHABILITATION – MARTIN LUTHER KING, JR.**

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

W & T Contracting Corporation	\$930,846.00 total base bid
	\$482,631.20 – Alt A
	\$115,536.59 – Alt B
	\$171,775.00 – Alt C

Eubank Construction Company, Inc.	\$1,737,250.00 total base bid
	\$876,250.00 – Alt A
	\$250,400.00 – Alt B
	\$100,000.00 – Alt C

Having heard all bids received, upon motion of Alderman Morrow and second of Alderman Land 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:

09/06/23

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  
6th Day of September, 2023

*Shandale Goodman*

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

Account # 180244  
Ad # 1704846

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

**PUBLIC NOTICE**  
THE CITY OF BATESVILLE  
Batesville, Mississippi  
SANITARY SEWER  
COLLECTION SYSTEM  
REHABILITATION  
ADVERTISEMENT FOR BIDS

Sealed bids for SANITARY SEWER COLLECTION SYSTEM REHABILITATION, to be constructed for THE CITY OF BATESVILLE will be received at the office of THE CITY OF BATESVILLE and addressed to: 103 COLLEGE STREET, BATESVILLE, MS 38606, until 1:30 p.m. on TUESDAY, OCTOBER 17TH, 2023. Bids shall be publicly opened and read aloud during the Board Meeting at 2:00 p.m. TUESDAY, OCTOBER 17TH, 2023. A Mandatory Pre-Bid Conference will be held on 10:00 a.m. on THURSDAY, OCTOBER 5TH, 2023 at the BATESVILLE PUBLIC WORKS OFFICE at 132 VAN VORIS STREET, BATESVILLE, MS 38606. Each bidder shall be limited to three personnel per organization. The Project consists of rehabilitation and replacement of the sanitary sewer collection system including but not limited to, 3,765 linear feet of 10-inch HDPE force main installation, 1,606 linear feet of 8- and 12-inch gravity sewer installation, 2,250 linear feet of 10-inch cured-in-place-pipe lining, manhole rehabilitation, sewer line backfill, water line relocations, and pump control panel replacement, along with incidental and ancillary work.

Bids will be received for a single prime contract. Bids shall be on a unit price basis, with additive alternate bid items as indicated in the Bid Form. Digital copies of the bid documents are available at <http://planroom.garverusa.com> for a fee of \$30. These documents may be downloaded by selecting this project from the "Plan Room" link, and by entering Quest Project Number 8679203. For assistance and free items, become a registration, contact QuestCON at 952.233.1632 or [info@questcon.com](mailto:info@questcon.com). Documents can be examined at Garver, 1076 HIGHLAND COLONY PARKWAY SUITE 325, RIDGELAND, MS 39157, or at THE CITY OF BATESVILLE, 132 VAN VORIS STREET, BATESVILLE, MS 38606. Addendums to the bid package will be issued through the Garver online Plan Holders List; therefore, all prime bidders shall be responsible for downloading the bid documents from the Garver online plan room in order to be included in the Plan Holders List. Bidders must enter the

addenda numbers in Article 3.01 of the Bid Form to verify receipt.

Due to the specialized nature of the construction, Bidders are required to complete and provide Section 00 45 13 – QUALIFICATION STATEMENT with their bid. The experience and qualifications of Bidders will be evaluated with the submitted bids by the Owner.

Davis Bacon Act wage rules shall apply. All laborers and mechanics shall be paid by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor, in accordance with sub-chapter IV of Chapter 31, Title 40, United States Code. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. For more information please refer to [www.dol.gov](http://www.dol.gov). Bids shall be accompanied by a cashier's or certified check upon a national or state bank in an amount of five percent (5%) of the total maximum bid price payable without recourse to the Owner, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within fifteen (15) days after notice of award of Contract to him. Such bid guarantee shall be made payable to THE CITY OF BATESVILLE.

The successful bidder must furnish a performance, payment, and maintenance bond upon the first payment of the amount of one hundred per cent (100%) of the contract price from an approved surety.

Project No. 21W10330 1 Section 00 11 00 Sanitary Sewer Collection System Rehabilitation Advertisement for Bids company holding a permit from the State of Mississippi to act as surety, or other surety or sureties acceptable to the Owner.

Bids must remain in effect for 60 days after the bid opening date. Within 60 days from the bid date, the Owner may award the contract to the lowest responsive, responsible bidder or reject any or all bids for the project.

THE CITY OF BATESVILLE reserves the right to reject any or all bids, to waive irregularities in the bids, and bidding deemed to be in the best interests of THE CITY OF BATESVILLE, and to reject nonconforming, nonresponsive, or conditional bids.

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**IN RE: MCWI PROJECTS**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Mayor Ferrell be and he is hereby authorized to sign the necessary documents from Mississippi Department of Environmental Quality (MDEQ) relative to the MCWI projects.

**IN RE: APPROVAL OF FINAL PLAT – HOUSE CARLSON DRIVE COMMERCIAL LOT 1 SUBDIVISION**

Upon recommendation made by the Planning Commission and upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that the final plat of House Carlson Drive Commercial Lot 1 Subdivision, as prepared by Bruce Cook, dated September 26, 2023, be and it is hereby approved.

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**IN RE: SET PUBLIC HEARING – CONDITIONAL USE PERMIT – WOODY LODEN – 405 HIGHWAY 51 SOUTH**

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

**ORDER SETTING TIME, DATE, AND PLACE OF PUBLIC HEARING  
ON CONDITIONAL USE PERMITS IN THE CITY OF BATESVILLE,  
MISSISSIPPI AND AUTHORIZING THE CITY CLERK TO  
PUBLISH NOTICE OF SAID HEARING**

WHEREAS, There has been submitted by Woody Loden of Salt Creek L.P. to the Board of Mayor and Aldermen of the City of Batesville, Mississippi, an application for a Conditional Use Permit to allow *Use #13.300 Ambulance Service* in a C-2, Commercial Zone. Said real property is owned by Salt Creek L.P. and is located at 405 Highway 51 South lying and situated in the City of Batesville, Second Judicial District of Panola County, Mississippi, and is more particularly described as follows, to-wit:

Parcel Number 3185D0006000 30003900  
W OF HWY 51 PT SW 1/4 NW 1/4 - UNPLATTED LAND  
Section 16, Township 9 South, Range 7 West, and  
Parcel Number 3185D0006000 30003800  
1.1 AC PT SW 1/4 NW 1/4 W OF HWY 51 - UNPLATTED LAND  
Section 16, Township 9 South, Range 7 West

and

WHEREAS, said request was reviewed by the Planning Commission of the City of Batesville at their meeting held on October 30, 2023, and

NOW, THEREFORE, BE IT ORDERED that on the 21<sup>st</sup> day of November 2023, at 3:00 o'clock P.M. in the City Hall of the City of Batesville, Mississippi, the Mayor and Board of Aldermen will hold a public hearing on said application and the Clerk of the City of Batesville, Mississippi, is hereby ordered and authorized to place a notice of said public hearing for publication in "The Panolian", a newspaper having a general circulation in the City of Batesville, Mississippi.

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**IN RE: APPROVAL OF SPECIFICATIONS – BODY CAMERAS**

Upon motion of Alderman Land and second of Alderman Dugger and upon unanimous vote taken, it was ordered that the following specifications for body cameras for use in the Batesville Police Department, be and they are hereby approved: product that will work with current software and existing equipment already is use by the Batesville Police Department.

**IN RE: SINGLE SOURCE PROVIDER – DIGITAL ALLY**

Upon motion of Alderman Land and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Digital Ally be and they are hereby acknowledged as the single source provider for the following and will work with the equipment currently being used in the Batesville Police Department:



July 14, 2023

Re: Sole Source

To whom it concerns:

Digital Ally is the sole provider for the following products in the United States:

- FirstVu PRO — Body Camera
- FirstVu II — Body Camera
- QuickVu 8 — Docking Station
- QuickVu 24 — Docking Station
- EVO-HD — In-car Video Solution
- EVO-Web — AWS Cloud Hosted Software Platform

Digital Ally has exclusive rights to the above products in the United States.

All the above products are NDAA Compliant (National Defense Authorization Act).

A handwritten signature in black ink, appearing to read "D. Fletcher".

Doug Fletcher  
Vice President of Engineering

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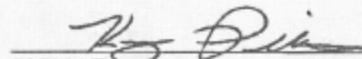
CERTIFICATION FOR SINGLE SOURCE PURCHASE

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

- (1) A full and complete description of the Product that I desire to purchase as a single source item is as follows: Digital Ally FVR Pro Body Camera & Docking Station
- (2) Identify fully the capabilities the Product must possess in order to meet the needs of the City: This is the only product that will work with our current software.
- (3) Is this Product the only one of its kind that possesses such capabilities? Yes
- (4) Identify fully the requirements the Product must meet in order to meet the needs of the City: This is the only product that will work with existing equipment we already have.
- (5) Is this Product the only one of its kind that meets those requirements? Yes
- (6) Is the same kind of Product available from more than one source? No
- (7) Is the same brand of the Product available from more than one source? No
- (8) Describe the process you went through to determine the non-availability of the kind or brand of Product from the other sources.  
Searching the internet only shows new products to be purchased through Digital Ally. Used products can be purchased through other sites.
- (9) What makes the Product identified at (1) above unique?  
This product is only manufactured and sold through Digital Ally.
- (10) Attach documentation that evidences that the vendor is the sole source of the Product.

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

This the 30 day of October, 2023.

  
SIGNATURE

Kenny Pittman  
(PRINT NAME OF THE PERSON SIGNING)

Chief of Police  
POSITION WITH THE CITY OF BATESVILLE

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NOVEMBER 7, 2023

## IN RE: APPROVAL TO PURCHASE BODY CAMERAS

Upon motion of Alderman Land and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Chief of Police Kerry Pittman be and he is hereby authorized to purchase forty-one (41) FirstVu Pro body cameras and three (3) docking stations with a 5-year annual subscription plan for the total amount of \$175,640.00 billed annually, subject to and contingent upon the execution by the City of the contract set out below after approval of the contract by the City's Legal Department:



Quote	QUO-02280-G3P0S1
Date	9/20/2023
Page	1

14001 Marshall Drive  
Lenexa, KS 66215  
1-800-440-4947 [www.digitalallyinc.com](http://www.digitalallyinc.com)

## Customer:

Batesville Police Department
Accounts Payable
P.O. Box 689
Batesville, MS 38605

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
BATMS0	DB3-AS	FEDERAL EXPRESS	Subscription	JT Taube	90 Days
Ordered	Item Number	Description	Retail Price	Item Discount	Discount
41		FirstVu Pro 5 Year Annual Subscription Plan, Unlimited Retention	\$804.00	\$0.00	\$32,964.00
3		8-Bay Docking Station (1TB, 4GB) 5-Year Annual Subscription Plan	\$684.00	\$0.00	\$2,052.00

## Notes:

\*\*(41) FVHD Credits @ \$50.00 Each + (3) 12-Bay Docks @ \$300.00 Each = \$2,950.00 Credit to be Applied to Customer Account when All Products Are Received\*\*\*

## Annual Subscription Breakdown:

1st Year = \$35,576.00  
2nd Year = \$35,016.00  
3rd Year = \$35,016.00  
4th Year = \$35,016.00  
5th Year = \$35,016.00

5-Year Total = \$175,640.00

Total Discount	
Subtotal	\$35,016.00
Misc	
Tax	\$0.00
Freight	\$560.00
Total	\$35,576.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

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Video Solution Subscription Program  
Contract Creation Date : 10/9/2023

Account:	Bill To:	Ship To:
BATMSO Batesville Police Department Richard Stonestreet 106 College St. Batesville, MS 38606	Batesville Police Department Accounts Payable PO Box 689 Batesville, MS 38606	Batesville Police Department Richard Stonestreet 106 College St. Batesville, MS 38606

The Terms of The Quote Are Incorporated Into This Contract.

Quote# QUO-02280-G3P0S1

**Annual Subscription Breakdown:**  
(1st Year Includes Hardware, Licenses, and Freight)

**1st Year=\$ 35,576.00**

**2nd Year=\$ 35,016.00**

**3rd Year=\$ 35,016.00**

**4th Year=\$ 35,016.00**

**5th Year=\$ 35,016.00**

**5-Year Total = \$ 175,640.00**

This Contract is Effective Only if Signed Within 30 Days of the Creation Date!

Length of Agreement – 60 Months (5 year)

Billing Frequency --  annually

Pmt due – Anniversary Date Every Year After Initial

Initial Pmt Amt: \$32,964.00 PROs + \$2,052.00 Docks + \$560.00 Freight = \$35,576.00 due Net 30

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## VIDEO SOLUTIONS SUBSCRIPTION PROGRAM STANDARD TERMS AND CONDITIONS

The Video Solutions Subscription Program Quotation ("Quotation") attached hereto will be subject to and governed by the following Standard Terms and Conditions ("Agreement") if and when such Quotation is accepted and agreed to by Customer ("Customer" or "you") and Digital Ally, Inc. ("Digital Ally" or "we").

1. The VUVAULT.COM®, FleetVu-Manager™, and/or the evo.VuVault®.com programs (each a "Program" herein) are designed to be event recording programs offered by Digital Ally that use an Internet-based software application, including cloud storage capabilities, powered and/or owned by Digital Ally and/or its designated cloud service provider(s). Digital Ally's event recording hardware ("Equipment") leased or purchased as part of the Program pursuant to this Agreement is intended to collect and record events chosen by each customer. Under the Program design, the data, when recorded by firmware in the Equipment, is transmitted to, and stored on, cloud servers pursuant to the terms of this Agreement, based upon options selected by the customer ("Subscription Plan"), utilizing the internet to access each customer's account on the Digital Ally website ("Website Account"). Your Quotation will show the Subscription Plan you have selected, which includes the amount of cloud-based storage in your Subscription Plan. With the Program, you will be charged a "Subscription Fee" for the goods and services included in the Subscription Plan you have selected, which will be available for customers to deploy in accordance with the terms of this Agreement.
2. Digital Ally leases or sells, as applicable, the Equipment to Customer, and Customer leases or buys the Equipment from Digital Ally, in each case on the terms, and subject to the conditions, described in this Agreement. Customer will use the Equipment solely as permitted herein, in a careful and proper manner, in full compliance with all applicable laws and regulations.
3. Digital Ally hereby provides a limited license to Customer to utilize the Website Account, Digital Ally software and services, and Subscription Plan as described herein, subject to our Website Services and Cloud Storage License Agreement ("License") which is published by Digital Ally on the Digital Ally Website and which License is hereby incorporated into this Agreement. Licensee shall use the Software and Services (as defined in the License), the Equipment, and the Subscription, in a careful and proper manner, in full compliance with all applicable laws and regulations, including those dealing with the use, purchase and distribution of the Subscription components, including the Software, Services, and Equipment (collectively, "Components"). Customer agrees at all times to comply with all United States laws and regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to Customer. Without limiting the generality of the foregoing, Customer specifically agrees not to resell any Components leased or purchased hereunder to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, Customer represents and warrants that neither Customer, nor any of its directors or any of its members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. Customer also represents and warrants that it is not, at the time of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, Customer will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof. Unless a specific provision of the License contains a different or superseding term regarding the Software and Services (in which case that provision shall apply to the Software and Services), the standard terms of this Agreement apply equally to the License.
4. Customer will pay Digital Ally the Total Payment Amount at the time and manner set forth in the Quotation (including the Subscription Fee) without deduction or set-off. The Total Payment Amount must be paid to Digital Ally at the address noted on the Quotation unless a different method of payment is set forth in the Quotation. In the event Customer fails to make any part of the Total Payment Amount when due, Digital Ally may assess a late charge equal to 1 ½% per month of the amount past due, or the highest rate then permitted by law, whichever is less, in addition to Digital Ally's other rights under this Agreement. Customer must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of all past due payments comprising the Total Payment Amount.
5. Customer acknowledges that the Equipment is, and at all times will remain during the Term designated in the Quotation ("Term"), the sole and exclusive property of Digital Ally, unless and until the Equipment is paid in full.

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Customer agrees, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may be reasonably requested in order to protect Digital Ally's ownership interest in the Equipment during the Term, including the filing of financing statements as necessary to perfect its interest. After payment of the Total Payment Amount at the expiration of the Term ("Expiration") or earlier, Customer will own the Equipment, however, if this Agreement is terminated for any reason prior to full payment for the Equipment, all Equipment will be returned to Digital Ally at the Customer's cost. Furthermore, upon Expiration or termination of the Term, Customer will discontinue its utilization of and relinquish its use of the License, and all of its rights and access to the Digital Ally Website and Program Software and services.

6. "Customer Information" is the content which Customer transmits to its Program Account, including the audio and video transmissions and meta data recorded by Customer on Digital Ally's event recording hardware. Customer Information is Customer's exclusive property, including any related intellectual property rights. Customer is solely responsible for (i) the development, maintenance, use, and retention of its Customer Information; (ii) preserving and backing up Customer Information during and beyond the Term; (iii) complying with the terms of this Agreement and all applicable laws, including copyright laws and import and export control laws and regulations, (iv) any claims relating to its Customer Information and its use, including claims by third parties; and (v) for insuring that Customer or its licensors own all right, title, and interest in and to the Customer Information. Customer agrees to be solely responsible for, and to adhere to, reasonable retention practices suitable to its business and/or government needs and requirements and will adhere to state statute of limitations before for deleting Customer Information. Metadata is proprietary to Digital Ally, and Customer understands that any metadata contained in the Customer Information will not be accessible to Customer without VUVault.COM®, FleetVu-Manager™, and/or the evo.VuVault®.com programs that permit Customer access to Digital Ally's Internet based back- office storage solution, whether during or after the Term. If Customer wishes to continue to access the metadata in its Customer Information for archival purposes, as there is no viewer software recorder available, Customer may continue to subscribe to VUVault.COM®, FleetVu-Manager™, and/or the evo.VuVault®.com programs as its video retention solution, subject to the terms and conditions of this Agreement.
  
7. Upon expiration or termination of the Subscription, or at such other time agreed to by Digital Ally, if Customer requests that Digital Ally provide assistance to Customer in downloading its audio and video files onto a Customer Device in MP4 format ("Download Assistance"), Digital Ally may provide such assistance for an additional fee, which will be quoted at the time of the request, unless earlier quoted. The files that may be downloaded (to the extent accessible) with this Download Assistance will be the files as originally configured. Metadata will be included in the data download, but Customer will not be able to interpret the metadata without a Program Subscription. Customer created segmented and redacted video may be available using this process but Customer notes and information from customer's "cases" section will not be available. The Download Assistance offered hereunder may be provided to Customer in Digital Ally's discretion and in accordance with Digital Ally's then current Statement of Work terms. Any Download Assistance that Digital Ally agrees to provide to Customer shall be provided on an "As Is" and "As Available" basis. **DIGITAL ALLY MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND ARISING FROM OR RELATING TO ANY DOWNLOAD ASSISTANCE, OR RESULTS INVOLVED THEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMERCIAL RELATIONSHIP, AND DIGITAL ALLY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.** Once Customer Information (including video) is transferred to Customer, Customer is solely responsible for the integrity and long-term storage of the Customer Information, as well as all matters relating to chain of custody of such transferred Customer Information. The Customer Information Download, if supplied hereunder, will be an MP4 file, of a type that can be played on a media player/VLC, unless other playback options are separately negotiated by Customer and Digital Ally at the time of service, at additional cost to be determined at the time. Once Customer Information is transferred to Customer via a Download pursuant to this Paragraph, Digital Ally will keep a backup of the Customer Information for seven (7) days or until Digital Ally verifies that Customer has received the Customer Information backup, whichever time period is shorter, after which such Customer Information will be permanently removed from the Program storage solution, unless a court order prevents the deletion. Unless download assistance is requested pursuant to this Section, Customer Information at termination shall be available as provided in Section 15 of the License.

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8. If Customer fails to pay any amounts due under this Agreement when due, and fails to cure such payment breach within 10 days after Digital Ally's written notice to Customer concerning such breach, or if Customer is otherwise in breach of this Agreement, including without limitation pursuant to Section 13, then Digital Ally may take any one or more of the following actions, in its sole discretion: (a) declare the aggregate Total Payment Amount due during the Term to be immediately due and payable upon written notice to Customer, (b) sue for and recover the Total Payment Amount due during the Term and other amounts then or thereafter owing to Digital Ally under this Agreement, (c) if the Equipment is not fully paid for, take possession of the Equipment, without demand or notice to Customer, wherever it is located, without any court order or other process of law (Customer waives all damages occasioned by such repossession), (d) terminate this Agreement, (e) disallow access to and utilization of the Digital Ally Website and/or Subscription services, and (f) pursue any other remedy available at law or in equity. Notwithstanding any repossession or any other action that Digital Ally may take, Customer will be and remain liable for the full performance of its obligations under this Agreement. All of Digital Ally's remedies are cumulative and may be exercised concurrently or separately.
9. Customer must keep the Equipment and other Components free and clear of all liens until fully paid for. Customer must report and pay when due all license and registration fees, assessments, sales use and property taxes, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, arising out of the possession, use or operation of the Components during the Term, together with any penalties or interest, that are imposed by any federal, state or local government or any agency, or department thereof, upon either the Components or the use, operation or leasing of the Components during the Term, and whether or not assessed against or in the name of Customer or Digital Ally.
10. Digital Ally will use commercially reasonable efforts to comply with Customer's shipping instructions. Unless otherwise stated by Digital Ally in a Quotation, all shipments will be F.O.B. Destination, with shipping costs and insurance fees, if any, to be paid by Customer and included in Digital Ally's invoice to Customer. If Customer's shipping account is utilized, such shipments will be shipped F.O.B. Origin. Digital Ally is not responsible for any duty or customs fees and Customer may be invoiced separately for these charges.
11. Purchased Equipment and other purchased Components will be deemed accepted upon the earlier of Customer's formal acceptance of the Components or the expiration of 30 days from delivery of the Components ("Acceptance of the Components"). If Customer discovers upon initial inspection of the Components that (a) some or all of the Components are defective or (b) that the Components delivered do not conform to Customer's order, Customer must promptly notify Digital Ally of its rejection of the Components within 30 days from the delivery date, after which notice Digital Ally shall have a reasonable opportunity to cure any non-conformance with Customer's order. Claims for shortages in shipment or claims for damage to Components during shipping will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Components. All Components must be inspected prior to disposing of packaging materials, with packing materials to be maintained if there is a claim for damage during shipping.
12. Digital Ally will not be liable to Customer for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control, including those delays arising from product manufacture and shipping (each, a "force majeure").
13. During the Term, Customer will not be liable for any cost of repairs or replacement of the Equipment pursuant to the Warranty, unless repairs or the need to replace the Equipment is a result of abuse, accident, unauthorized use, or destruction while in the possession of the Customer.
14. Customer assumes, and will bear all risk of loss or damage to the Components from the date of delivery. Customer will carry insurance against loss or damage by fire, theft, explosion, and all other hazards and risks ordinarily subject to extended coverage insurance for the full fair replacement value of the Components. Customer assumes all responsibility for its use of, and the results of using, the Equipment, Software, and Services delivered as part of the Subscription.

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15. Termination or expiration of this Agreement will not relieve either party of obligations that by their nature or terms survive such termination or Expiration, including but not limited to, obligation to make all payments that have or will become due under this Agreement, and the obligations in Sections 8, 14, 15, 16, 17, 18, 19, and 20 of the Agreement.
16. If Digital Ally learns: (i) that the Software, Services, or Equipment are being used by anyone without authorization; (ii) that the Software, Services, or Equipment are being used for any unauthorized purpose; (iii) if Customer breaches its obligation to protect Digital Ally's Confidential Information or engages in an act prohibited under this the Agreement or the License, or (iv) if use of the Software, Services, or Equipment violates applicable law, Digital Ally may immediately and without notice of any kind, at its option, temporarily suspend Customer's access to the Software, Services, and Equipment, or may terminate the Agreement and License, and in either case, may exercise all of its legal and equitable rights and remedies for such breaches, including without limitation Digital Ally's rights and remedies set forth in Section 8. Subject to the foregoing and to Section 8, this Agreement may be terminated: (i) by either party on thirty (30) days written notice ("Notice Period") to the other party following a material breach of the Agreement or License if the other party fails to cure such breach during the Notice Period. Digital Ally, by written notice, may terminate the Agreement and License any time, in whole or in part, without cause and/or for its convenience, and such termination shall not constitute a default. In such event, Digital Ally shall be entitled to payment for the Subscription Plan in effect up to the time of said termination, and Digital Ally shall return to Customer any advance payments made for such Subscription Plan. Upon termination of the Agreement and License for any reason by either party, Customer information at termination shall be available as provided in Section 15 of the License; Digital Ally is not obligated to otherwise maintain Customer's information contained in Customer's Website Account unless required by a court, or other government entity, with jurisdiction over this Agreement. Upon termination of the Agreement and License for any reason by either party, and other than as expressly provided herein or in the License, Customer shall immediately cease use of the Services, and the Software, and any Equipment not yet paid for, and at Digital Ally's expense, return to Digital Ally all Confidential Information ( as defined in the License), including all copies thereof, then in its possession or custody or control, and certify in writing as to such action.
17. Unless you are a government agency located in the United States and are prohibited by applicable law from indemnifying Digital Ally, to the fullest extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Digital Ally, its directors, officers, shareholders, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any third party claims for damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Customer's use of the Equipment, Software, and Services leased and/or licensed under this Agreement and the License, including any claim that Customer or its agents, employees, or authorized users used the Equipment, Software, or Services for unauthorized or illegal monitoring, or negligently; (ii) any breach by Customer of this Agreement or the License, including engaging in any prohibited conduct hereunder or thereunder; or (iii) Customer's breach or violation of applicable law.
18. **UNDER NO CIRCUMSTANCES WILL DIGITAL ALLY OR ITS SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, SHAREHOLDERS, MEMBERS, SUBCONTRACTORS OR LICENSORS (COLLECTIVELY, THE DIGITAL ALLY PARTIES"), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL DIGITAL ALLY OR THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO DIGITAL ALLY DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE DAMAGES. EACH CLAUSE OF THIS SECTION IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.**
19. **Limited Warranty; Warranty Disclaimer.** Digital Ally's Equipment and Software will be repaired, replaced, or upgraded, in the discretion of Digital Ally, at Digital Ally's premises during the Term in accordance with the Limited Warranty pertaining to the Equipment, attached hereto, and in accordance with the License pertaining to the Software and Website services provided by Digital Ally as part of the Subscription ("Warranty"). Customer shall be responsible

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for the installation of any such repaired, replaced or upgraded Equipment or Software, at Customer's expense. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, DIGITAL ALLY MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE EQUIPMENT, SOFTWARE, SERVICES, OR ANY GOODS, SERVICES, OR DELIVERABLES PROVIDED HEREUNDER WILL OPERATE UNINTERRUPTED OR ERROR FREE OR ACHIEVE ANY INTENDED RESULTS.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its choice of law principles. Any action arising from or relating to this Agreement must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
21. If Customer's Subscription includes participation in Digital Ally's Advance Exchange Equipment Program on Digital Ally hardware, offered in conjunction with the Warranty, during the term of the Warranty, Digital Ally will send Customer the replacement Equipment replaced pursuant to the terms of the Warranty in advance of receiving the Equipment Digital Ally has agreed in writing to replace for Customer ("Replaced Equipment"). In such case, Customer expressly understands, accepts, and agrees that: (i) Customer is solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Equipment; (ii) Customer will follow all Digital Ally and carrier shipping rules in returning the Replaced Equipment to Digital Ally; (iii) the return of the Replaced Equipment is final, and that by participating in the Advance Exchange Program, ownership of the Replaced Equipment is transferred irrevocably to Digital Ally immediately; (iv) the Replaced Equipment will not be returned to Customer under any circumstances, and Customer is irrevocably transferring the Replaced Equipment to Digital Ally with no possibility of return; (v) Customer is giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Equipment in Digital Ally's sole discretion; and (vi) Customer will ship the Replaced Equipment back to Digital Ally within thirty (30) days of Customer's receiving Customer's replacement. If Customer fail to return the Replaced Equipment to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend Customer's participation in the Advance Exchange Program for such breach, until Customer either: (i) returns the Replaced Equipment to Digital Ally; or (ii) pays to Digital Ally the purchase price of the new Equipment that was sent to replace the Replaced Product. If Customer fails to return the Replaced Equipment to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate Customer's participation in the Advance Exchange Program, with no further opportunity to cure the breach, as well as remaining obligated to pay to Digital Ally the purchase price of the new Equipment that was sent to replace the Replaced Product. When returning the Replaced Equipment, Customer must return all parts and accessories comprising of the Replaced Equipment, exclusive of wiring, or Customer will be responsible for payment of that part of the Replaced Equipment not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.
22. If Digital Ally agrees in writing to accept the return of previously purchased Equipment from Customer and offers Customer an Equipment credit memo ("Credit Memo") in exchange thereof to be applied to a future purchase by Customer from Digital Ally ("Credit Memo Program"), the Credit Memo Program is subject to the following additional rules. Customer expressly understand, accept and agree that: (i) Customer are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) Customer will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction described in this section is final and that by Customer's accepting the Credit Memo Program, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to Customer under any circumstances, and Customer are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; and (iv) Customer are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion. No Credit Memo will be issued to Customer in advance of the receipt by Digital Ally of the Traded

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Equipment, and Customer agrees and acknowledged that the Credit Memo cannot be exchanged for cash, cannot be transferred, nor can it be applied to anything other than a future purchase by Customer from Digital Ally. When returning the Traded Equipment, Customer must further comply with all return shipping requirements set forth by Digital Ally in writing in order to receive the Credit Memo.

23. Any cause of action or claim Customer may have arising out of or relating to this Agreement must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.
24. This Agreement and the agreements and policies referenced herein, including the License, Digital Ally Website Terms Of Use, Privacy Policy, the Quotation, Digital Ally sales invoices, and the Warranty (collectively, the "Program Documents"), constitute the entire agreement and understanding of the parties with respect to the transactions contemplated under this Program, and supersedes all prior agreements, arrangements and understandings of the parties, whether written or verbal, with respect to the subject matter of this Agreement. This Agreement may not be amended, supplemented, or otherwise modified (including any waiver of a right, power, or privilege) except in a writing executed by Digital Ally and Customer. If any provision of the Agreement or License is deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of the Agreement or License shall remain in full force and effect if the essential provisions of such Program Document remains valid, legal and enforceable. The waiver of any breach, right, or election of any remedy in one instance, by either party, shall not affect, nor constitute a waiver of, any breach, rights, or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement or the License, and no act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy, or condition.
25. Customer cannot assign this Agreement or transfer or sublease any of the Components during the Term without Digital Ally's prior written consent. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of Customer and Digital Ally. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to the Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any of the Components, except such rights as will inure to a successor or permitted assignee under this Section.
26. This Agreement and the License require that Customer appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Components, to make firmware updates and fixes, and to perform Component upgrades for and basic troubleshooting on the Components. Unless Customer provides written notice to Digital Ally that another person shall be the Primary Administrator, the person named in the Quotation shall be the Primary Administrator.
27. Any pronoun used in this Agreement shall include the corresponding masculine, feminine and neutered forms. Words of the singular number will be deemed to include the plural number and vice versa, where applicable. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereto," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires. As used in this Agreement, the words "shall" or "will" are intended to be mandatory in nature and the word "may" is intended to be permissive in nature. The references to Paragraphs, Exhibits, Sections, Subsections or Articles are references to the Paragraphs, Exhibits, Sections, Subsections or Articles of this Agreement unless the context otherwise requires. The recitals and exhibits to this Agreement are hereby incorporated into and made a part of this Agreement by this reference. This Agreement shall be deemed drafted equally by all parties, and no construction, presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Digital Ally and Customer are independent contracting parties and nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other party.
28. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, their successors and permitted assigns, notwithstanding that all the parties have not signed the

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same counterpart. A signature provided by electronic or facsimile transmission shall constitute a valid signature for the purpose of this Agreement.

29. All notices required or permitted under this Agreement will be in writing and delivered by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices will be sent to the addresses set forth in the Quotation, or to such other address as may be specified by either party to the other in accordance with this section.
30. Customer, and the signatory to this Agreement, warrant and represent to Digital Ally that the person signing below has all authority and capacity necessary to enter into this Agreement and agree to these terms on behalf of Customer.
31. Additional or different terms or conditions proposed by Customer (including any additional or different terms provided in a Customer purchase order) will be void and of no effect unless expressly accepted in writing by Digital Ally. Digital Ally's Program Documents, and any special conditions agreed to in writing and signed by Customer and Digital Ally, are incorporated, and collectively referred to herein as the "Subscription", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between Customer and Digital Ally unless modified in writing and signed by each party. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by Customer and Digital Ally ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the subject matter or specific purchase to which such Additional Agreement applies. If Customer's purchase includes a license or licenses to permit Customer to use Digital Ally software and services, the terms of the software license(s) provided to Customer by Digital Ally shall apply to such software and services. No provision of these Terms shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law. Nothing referred to in these Terms will be construed to give any person other than the parties any legal or equitable right, remedy, or claim hereunder. The provisions of the various Program Documents shall, to the extent possible, be interpreted so as to supplement each other and this Agreement and avoid any conflict between and among them. In the event of a conflict between this Agreement on the one hand and the terms and conditions of another Program Document on the other hand, the terms and conditions of this Agreement shall control, unless explicitly stated in such other Program Document.

The parties, through their duly authorized representatives, hereby agree and accept the terms, conditions and obligations described in the Quotation and the above standard terms and conditions and have caused this Agreement to be executed as of the date last set out below.

## CUSTOMER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## DIGITAL ALLY, INC.:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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The terms of this Limited Warranty ("Warranty") are applicable to all Digital Ally, Inc. manufactured hardware products ("Product(s)"), and by using the Products, the customer, for itself and its users, purchasing the Products ("Customer") agrees to be bound by this Warranty. This Warranty constitutes the entire agreement between Digital Ally, Inc. ("Digital Ally") and Digital Ally's Customer concerning the subject matter hereof, superseding all previous representations or understandings, whether oral or written. No person is authorized to give any other warranties or to change this warranty.

**Warranty and Procedure:**

**DIGITAL ALLY WARRANTS THAT THE PRODUCTS WILL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIAL FOR A PERIOD OF 12 MONTHS FROM THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER ("WARRANTY PERIOD").**

If Digital Ally determines that a Product was or may be defective within the Warranty Period under normal use (as defined in the product installation and user's guide), Digital Ally, in its sole discretion, at no cost to customer, will repair or replace such Product with the same or a like Product, at Digital Ally's premises, as the exclusive remedy for a claim under this Warranty.

Extended warranties on designated Products may be available for purchase at an additional charge, and if Products are covered by a Digital Ally extended warranty, all other terms and conditions of this Limited Warranty shall apply to such extended warranties, except that the 12-month term of this Warranty shall in such cases be replaced with the period of time designated in the extended warranty. By way of example, if a three-year extended warranty is purchased for a Product, the "Warranty Term" on that Product will begin on the date of purchase and extend for a three-year period.

To receive coverage under this Warranty, Customer must contact Digital Ally's Product Support department at [www.digitalallyinc.com](http://www.digitalallyinc.com) and further selecting the customer portal tab or by telephone at 1-800-440-4947 within the Warranty Period.

Once replaced, the replacement Product shipped by Digital Ally to you ("Replacement Product") shall be considered a Product hereunder and shall be covered under this Warranty for the remainder of the Warranty Period covering the Product being replaced ("Replaced Product"), or for ninety (90) days from the date of delivery of the Replacement Product to Customer, whichever is longer. Replacement Products may be new or manufacturer-certified reconditioned models. If Digital Ally agrees to provide Customer with a Replacement Product, Customer is solely responsible for the removal and preservation of the data previously stored on the Replaced Product; the return of the Replaced Product is final, ownership of the Replaced Product is transferred irrevocably to Digital Ally immediately, and Digital Ally can destroy, utilize, or dispose of the Replaced Product in Digital Ally's sole discretion. Prior to returning a Product to Digital Ally at any time and/or for any reason, including for repair or replacement of a Product under this Warranty, Customer must first obtain a Return Material Authorization ("RMA") from Digital Ally's Product Support department. Digital Ally, Inc.'s Product Return Policy & RMA is attached hereto.

**Coverage:**

This Warranty applies to defects in a Product's internal electronic components, circuitry, cabling, and connectors, as well as the Product's recording capabilities and ability to download data files. This Warranty does not cover Products for the following: (i) normal wear and tear on the Product, consumables, frayed cables or wires, broken connectors, scratched or broken cases, or damage to external parts of the Product; (ii) damage caused by operator abuse, negligence or neglect, or by repairs or modifications not authorized by Digital Ally; (iii) any failure of the Product of any nature due to installation unless installation is provided by Digital Ally pursuant to a Statement of Work; (iv) damage caused by fire, flood, lightning, vandalism, collision, or other events beyond the reasonable control of Digital Ally; and (v) damage from use of the Product in hostile operating environments, or caused by operator's use or storage of the Product in a manner not consistent with the written instructions or manual provided by Digital Ally. Digital Ally reserves the right to charge for repairs to a Product during the Warranty Period made necessary because of any of the foregoing causes at Digital Ally's standard rates for repair of Products not under warranty.

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

NOVEMBER 7, 2023



Batteries are consumables and are covered for failure hereunder during the first 90 days following Product purchase only. Digital Ally software is not covered under this Warranty. Refer to the applicable Digital Ally software license agreement for more information regarding Customer's use of Digital Ally software.

It is Customer's responsibility to: (i) properly install and perform routine maintenance on the Products and Product components; (ii) cooperate with Digital Ally in attempting to resolve any problems with the Products using online communications, email, or telephone; (iii) appoint an administrator with the technical knowledge necessary to install and perform routine maintenance on the Products, and perform basic troubleshooting on the Products, and (iv) to comply with all laws regarding the use of the Product, and Customer assumes responsibility for the foregoing.

**Limitations:**

Digital Ally is not, and shall not be, liable for any damages or personal injuries arising out of or relating to Customer's deployment, use, or misuse of the Products, and Customer assumes the risk from its purchase and use of the Product. Harmful personal contact with a Product might occur in the event of violent maneuvers, collisions, or similar circumstances, even if the Product was properly installed and used, and Digital Ally specifically disclaims any liability therefrom.

**THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN, OR ORAL, THAT EXTEND BEYOND THIS WARRANTY. OTHER THAN THIS WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE UNINTERRUPTED OR ERROR FREE OR ACHIEVE ANY INTENDED RESULT. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY WILL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY CUSTOMER ARISING FROM OR RELATING TO THIS WARRANTY OR THE SALE, USE, OR INSTALLATION OF THE PRODUCTS, WHETHER OR NOT DIGITAL ALLY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT DIGITAL ALLY'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE PAID TO DIGITAL ALLY FOR THE SPECIFIC PRODUCT IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS HEREIN AND ELSEWHERE IN THIS LIMITED WARRANTY, AND EACH DISCLAIMER, LIMITATION, AND EXCLUSION WILL APPLY, INCLUDING WITHOUT LIMITATION, THE CONSEQUENTIAL DAMAGES WAIVER, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS CONTAINED HEREIN ARE PART OF THE CONSIDERATION FOR THE AGREED UPON PRICE OF THE PRODUCTS.**

**General:**

Any goods sold to Customer that are not manufactured by Digital Ally are not warranted by Digital Ally. With regard to such goods, Digital Ally agrees to pass along the manufacturers' warranties on such goods to Customer, to the fullest extent permitted by such manufacturers' warranties, and Customer agrees to accept such manufacturers' warranties as its sole and exclusive remedy in case of defects in such goods. This Warranty is not transferable. All parts of this Warranty apply to the maximum extent permitted by applicable law or unless prohibited by applicable law. If statutory or implied warranties cannot be lawfully disclaimed by applicable law, then all such warranties are limited to the duration of this Warranty and are further limited to and by the other provisions contained in this Warranty.

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

NOVEMBER 7, 2023



## Returns for Defect or Non-conformity Prior to Acceptance:

Subject to the Terms of Sale of the products purchased by you, the customer, from Digital Ally ("Product(s)"), Products will be deemed accepted upon the earlier of your formal acceptance of the Products or the expiration of 30 days from delivery of the Products ("Acceptance"). If you discover prior to Acceptance that some or all of the Products are (a) defective, or (b) do not conform to Digital Ally, Inc.'s ("Digital Ally") product specifications, they may be returned to Digital Ally for replacement or a credit of the purchase price that can be applied towards future purchases. Products returned prior to Acceptance must be in original box with original accessories, packaging, and manuals (if included) in undamaged, clean, and brand-new condition. Products that are returned incomplete, damaged, or with serial number missing or tampered with may not be accepted for return. All other terms of this Product Return Policy shall apply to returns for defect or non-conformity prior to Acceptance.

## All Returns:

Digital Ally is not responsible for Products that you ship to us that are lost or damaged in transit. You are solely responsible for filing claims against the carrier for any such loss or damage, and in such case, Digital Ally will furnish to you all available information and give any other reasonable assistance requested by you to assist you in filing a claim for delivery damage. Digital Ally will be responsible for filing claims against the carrier for any such loss or damage for Products Digital Ally ships to you.

At Digital Ally's sole discretion, it may accept returns for replacement or credit after the Acceptance date.

Custom order Products (i.e. special cable lengths or engineer customized items) are sold on a non-cancelable and non-returnable basis (NCNR), and returns of such custom order Products ("Custom Products") will be accepted on a case by case basis following written approval by a Digital Ally executive officer. If such return is authorized, Custom Products may only be returned for credit towards another Product of equal or greater value. Digital Ally retains the right to refuse returns of Custom Products.

Digital Ally retains the right to refuse the return of any Product, except as provided in the Digital Ally, Inc. Limited Warranty accompanying your Product purchase ("Product Warranty"). Other than returns covered by a Product Warranty, returns may be subject to a 20% restocking fee. Out-of-warranty returns will be charged a shipping fee.

Prior to returning a Product to Digital Ally for any reason, including under the Product Warranty, you must first obtain a Return Material Authorization ("RMA") from Digital Ally by contacting Digital Ally's Product Support department, supplying the requested information regarding the Product to be returned, and receiving Digital Ally's approval of the return. You will be given a case number for reference. Digital Ally will not accept returns without (a) an approved RMA, (b) the appropriate documentation included, and (c) compliance with this Product Return Policy.

The returned Product must be sent back to Digital Ally packed in accordance with Digital Ally's return shipping instructions, with the RMA number clearly marked on the outside of the return packaging, with the Product invoice, and all return shipping information necessary for Digital Ally to ship, as applicable, the exchanged or repaired Product back to you. You are responsible for shipping and insurance expenses arising from the Product return, and any repair or replacement costs, except as provided under the Product Warranty, and the RMA may require that, in addition to the Product to be returned, you also return any media, documentation, and any other items that were included in your original shipment. All Product returns shall be sent to the following address:

Digital Ally, Inc., 14001 Marshall Dr., Lenexa, KS 66215, ATTN: RMA

You are responsible for the removal and preservation of all data, including videos, previously stored on the Product you are returning; if Digital Ally accepts the return of a Product, the return is final, and ownership of the returned Product is transferred irrevocably to Digital Ally immediately.

Before an RMA is issued, Digital Ally may require the prepayment of items for which you are responsible, including, but not limited to, applicable restocking fees, shipping fees, and cost of repair or replacement of Products beyond the term or terms of the Product Warranty.

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

NOVEMBER 7, 2023

**IN RE: SURPLUS PROPERTY – POLICE DEPARTMENT**

Upon motion of Alderman Dugger and second of Alderman Land 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 - 2023		
ITEM	BRAND	ID-S/N
1.) Body Cam DVR	Digital- Ally	05D0-3E79
2.) Body Cam DVR	Digital- Ally	05D2-1913
3.) Radio Battery	Motorola	S000020E38D6
4.) Body Cam Head	Digital-Ally	Y259020170149Y
5.) Body Cam Head	Digital- Ally	U254918160201U
6.) Body Cam Head	Digital-Ally	Y259019510843Y
7.) Body Cam Head	Digital-Ally	Y261620340971Y
8.) Body Cam Head	Digital-Ally	Y259019510415Y
9.) Body Cam Head	Digital-Ally	W254917050744W
10.) Body Cam Head	Digital-Ally	Y261620370846Y
11.) Body Cam Head	Digital-Ally	U254918160217U
12.) Body Cam Head	Digital-Ally	Y259019080060Y
13.) Body Cam Head	Digital-Ally	U255117131815U
14.) Body Cam Head	Digital-Ally	W255117162412W
15.) Body Cam Head	Digital-Ally	S254917310393S
16.) Body Cam Head	Digital-Ally	G249015261605G
17.) Taser Battery	Axon	E18824353
18.) Taser Battery	Axon	E18824357
19.) Taser Battery	Axon	E188243381
20.) Taser Battery	Taser	E18457238
21.) Taser Battery	Taser	E18457245
22.) Taser Battery	Axon	E188244365
23.) Taser Battery	Axon	E18824374
24.) Taser Battery	Axon	E18824360
25.) Taser Battery	Axon	E18824377
26.) Taser Battery	Axon	E18824376
27.) Taser Battery	Axon	E1912412Y
28.) Taser Battery	Axon	E18824354
29.) Taser Battery	Taser	E18695884
30.) Broken Taser Battery Holder	Axon	N/A
31.) Old Taser Battery	Taser	N/A
32.) Old Taser Battery	Axon	N/A
33.) Taser Battery	Axon	E1912412P
34.) Taser Battery	Axon	E1912413Y
35.) I Phone (Blue)	Apple	N/A
36.) Flashlight	N/A	565328
37.) Radio Battery	Motorola	S000020E3925
38.) I Phone (Black)	Apple	N/A
39.) Radio Holder(Broken)	Motorola	S0000177E167
40.) Body Cam DVR	Digital-Ally	05D2-1A4B
41.) Taser	Axon	X12008X1E
42.) Mirror Camera	Digital-Ally	01E4-1DC5
43.) Dog Collar	Sport Dog	1145155057781
44.) Radio Holder	Motorola	PMLN7901A

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45.)Radio Mic	Motorola	PMMN4069A
46.)Radio Mic	Motorola	PMMN4069A
47.)Radio Mic	Motorola	PMMN4069A
48.)Radio Mic	Motorola	PMMN4096A
49.)Radio Mic	Motorola	PMMN4096A
50.)Radio Mic	Motorola	PMMN4096A
51.)Radio Mic	Motorola	PMMN4096A
52.)Radio Holder	Motorola	PMLN7901A
53.)Radio Holder	Motorola	PMLN7901A
54.) Radio Battery	Motorola	5000020BAA4F
55.)Badge Holder	Boston	4009
56.)Taser Battery	Axon	E18824380
57.)Intoximeter Kit	Alco-Sensor	1224936
58.)Body Cam Back Broken	N/A	N/A
59.)Broken Taser Bottom	N/A	N/A
60.)Charger	Motorola	PS000040A01
61.)Charger	Motorola	PS000040A01
62.)Badge	N/A	B879P
63.)Gun Light	Black Hawk	T3050524
64.)BPD Pin Broken	N/A	N/A
65.)BPD Pin Broken	N/A	N/A
66.)Body Cam Holder	Digital-Ally	N/A
67.)Baton Holder	Duty Man	3921
68.)Radio Holder	Motorola	PMLN7901A
69.)Body Cam Head	Digital-Ally	U255117131537
70.)Radio Battery	Motorola	50000204A450
71.)Dog Collar Remote	Sport Dog	N13506
72.)Gun Light	Black Hawk	T3050724
73.)Taser Battery	Axon	E19124134
74.)Radio Battery	N/A	500001C92A08
75.)Broken Camera Head Back	N/A	N/A
76.)Broken Radio Holder Back	N/A	1205524W
77.)Gun Light	Black Hawk	T3050847
78.)Battery	Digital-Ally	135-00398-00
79.)Battery	Digital-Ally	135-00398-00
80.)Battery	Digital-Ally	135-00398-00
81.)Battery	Digital-Ally	135-00398-00
82.)Battery	Digital-Ally	135-00398-00
83.)Battery	Digital-Ally	135-00398-00
84.)Battery	Digital-Ally	135-00398-00
85.)Battery	Digital-Ally	135-00398-00
86.)Intoximeter Kit	Alco-Sensor	043279
87.)Intoximeter Kit	Alco-Sensor	1224934
88.)Taser Battery	Axon	E1912P04K

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89.)Taser Battery	Axon	E18824370
90.)iPhone (Black)	Apple	N/A
91.)iPhone(Black)	Apple	N/A
92.)iPhone(Black)	Apple	N/A
93.)Black Laptop	Dell	4796560478 (6902)
94.)Body Cam Head	Digital-Ally	Y259019510940
95.)Body Cam Head	Digital-Ally	249815491475
96.)Taser Battery	Axon	E18824370 & E1912P04K
97.)Black Intoximeter Case	Alco-Sensor	
98.)Body Cam Head	Digital-Ally	Y259019510940

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## CONTINUED SURPLUS 2023

ITEM	BRAND	SN/ID
(99) Camera Head	Digital-Ally	24915261790-(1543)
(100) Intoximeter Kit	Alco Sensor	1207698
101 Intoximeter Kit	Alco Sensor	1408337
102 Intoximeter Kit	Alco Sensor	1213391
103 LCD Monitor	ACER	91103598685
104 Swingline	Shredder	NSN
105 Asp	NA	NSN
106 (2) DVD	Think Centre	6363
107 Printer	HP	CN5A5FWOCF
108 Keyboard	Microsoft	5167711527669
109 Printer	HP	CN658E304Q
110 Shredder	Universal	CA3129396

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

NOVEMBER 7, 2023

## IN RE: APPROVAL TO PURCHASE BALLISTIC VESTS - POLICE DEPARTMENT

Upon motion of Alderman Land and second of Alderman Dugger and upon unanimous vote taken, it was ordered that the Batesville Police Department be and they are hereby authorized to purchase nine (9) Body Armor Level 2 vests with concealable carriers and trauma plates from Mid-South Uniform and Supply, Inc. in Jackson, Mississippi. The total cost for said purchase is \$10,681.92, through Mississippi State Contract No. 8200071299; \$4,000.00 will be reimbursed through the Ballistic Grant with a balance of \$6,681.92 owed by the City of Batesville.



## STATE OF MISSISSIPPI

## VENDOR INFORMATION

Vendor Number : 3100034054  
 Vendor : SAFARILAND, LLC  
 PO BOX 406351  
 ATLANTA GA 30384-6351  
 Contact Name : Wendy Fuchs  
 Tel Number : (904) 371-2207  
 Fax Number : (800) 588-0399  
 Email : wendy.fuchs@safariland.com

## CONTRACT INFORMATION

Contract Number	: 8200071299
Agency Contract Identifier	: 1130-24-C-SWCT-00294
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 10/01/2023 - 09/30/2024
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

## SHIPPING ADDRESS

## BUYER INFORMATION

Contact Person : JAMES BRABSTON  
 Telephone : (601) 359-2007  
 Fax :  
 E-mail : JAMES.BRABSTON@DFA.MS.GOV

## Supplier Text :

MAGIC users must use Internal Catalog to order products and view/compare prices.

## Notice to Vendor :

Safariland, State of MS Body Armor & Supplies contract.

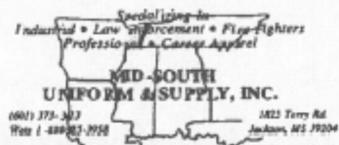
Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		\$ 0.00	Body Armor, Riot Shield and Supplies	-
		0.00 %	0.00		N/A
Distributor : BARNEYS POLICE SUPPLIES, DEFENSE TECHNOLOGY					
Distributors :					
ID : 3100035730 BARNEYS POLICE SUPPLIES **BLOCKED** USE 3100026703 1491 BEECH SPRINGS RD SALTIMBO MS 38866 Telephone : Fax :					

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NOVEMBER 7, 2023

ID: 3102117151  
 DEFENSE TECHNOLOGY  
 DEFENSE TECHNOLOGY  
 PO BOX 248  
 CASPER WY 82601  
 Telephone : (800) 347-1200  
 Fax :

ID: 3100015225  
 MID SOUTH UNIFORM & SUPPLY INC  
 1825 UNIVERSITY BLVD  
 JACKSON MS 39204-5099  
 Telephone : (601) 373-3613  
 Fax :



MID SOUTH UNIFORM & SUPPLY, INC.  
 1825 UNIVERSITY BLVD  
 JACKSON, MS 39204  
 (601)373-3613 (800)325-3958

## Quote

DATE	QUOTE #
10/11/23	41288

Page 1

## Quote for:

BODY ARMOR  
 BATESVILLE POLICE DEPT  
 P. O. BOX 689  
 106 COLLEGE ST  
 BATESVILLE, MS 38606  
 (662)563-5653

## SHIP TO:

SAME  
 SAME

Email us at: sales@midsouthuniform.net

LINE	ITEM #	DESCRIPTION	COMMENTS	QTY	PRICE	EXTENSION
1	SBA-SX02-IIM	SBA ARMOR SX02 LVL 2 MALE		9	942.19	8,479.71
2	SBA-M2	SBA M2 CONCEALABLE CARRIER		9	109.69	987.21
3	0079	IMPAC HT TRAUMA PLATE- 7"X 9"		9	135.00	1,215.00
4	MSSC2024	MS STATE CONTRACT# 8200071299		1		
5	COMMENT-NCP	PRICES NEGOTIATED UNDER MSSC		1		

Total of lines with quantities only are included in totals below  
 Thank you for allowing us this opportunity to serve you.  
 This quote is valid for up to 30 days.

Sincerely,

Terry Dahlen

All products are covered by the manufacturer's warranty which varies based on manufacturer and product. MID SOUTH UNIFORM & SUPPLY Inc. does not take responsibility for any defects in merchandise but will assist in requesting warranty service from the manufacturer on your behalf. Returns or exchanges for credit are only considered on unused merchandise in original packaging within 30 days of date of invoice and are subject to a restocking fee less the original shipping charges. Returned goods must have a valid return authorization number prior to return. Shipments of returns must be prepaid. Any damaged goods or shortages must be reported within 3 days of receipt. For any other customer service issue please call or e-mail us at: sales@midsouthuniform.net. Thank you for your business!

Estimated Sub-total  
 Estimated Shipping 10,681.92  
 Estimated Sales Tax (.08/001) 0.00  
**ESTIMATED** 0.00  
**TOTAL** \$10,681.92

Thank you for this opportunity to serve you!

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

NOVEMBER 7, 2023

**IN RE: SECURITY CAMERAS**

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was ordered that a test be performed using the security cameras located in various locations within the City of Batesville, for a two (2) week period, at no cost to the City.

**IN RE: MAXIMUM DAILY REIMBURSEMENT RATES**

Upon motion of Alderman Walton and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the maximum daily state reimbursement rate is \$59.00 per day unless traveling to a high-cost area. All areas in Mississippi are \$59.00 per day except for Starkville and Oxford which is \$64.00 per day.

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

NOVEMBER 7, 2023

**IN RE: FINAL RESOLUTION - AD VALOREM TAX EXEMPTION –  
LOCKERS MANUFACTURING, LLC – 209 PEARSON STREET**

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

**FINAL RESOLUTION GRANTING EXEMPTION  
FROM AD VALOREM TAXES**

The City of Batesville this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Lockers Manufacturing, LLC-209 Pearson Street.

The City of Batesville finds that the Department of Revenue has certified that the applicant is eligible for exemption. The City of Batesville also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended.

The City of Batesville does hereby grant ad valorem tax exemption to the above taxpayer for a period of ten (10) years, beginning January 1, 2022, and expiring December 31, 2031, on the property described in the application with a total true value of \$9,309,401.00.

Therefore, the resolution to grant ad valorem tax exemption to the above- named enterprise is hereby approved by the City of Batesville for a period of ten (10) years as authorized by Section 27-31-109 et seq., Mississippi Code of 1972, as amended, on this the 7<sup>th</sup> day of November, 2023.

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

NOVEMBER 7, 2023

**IN RE: APPROVAL OF SPECIFICATIONS AND TO OBTAIN QUOTES –  
FINANCING LEAF LOADER**

Upon motion of Alderman Walton and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the following specifications for financing of a leaf loader be and they are hereby approved and further ordered the City Clerk be and she is hereby authorized to obtain quotes for financing of a leaf loader:



## Bringing Progress to North Mississippi

Hal Ferrell, Mayor • Susan S. Berryhill, CMC, City Clerk •  
Colmon Mitchell, City Attorney

November 7, 2023

Request for quotes for financing for the purchase of a leaf loader for use by the City of Batesville, Public Works Department.

Listed below is the leaf loader purchased by the City of Batesville for use by the Public Works Department. Please provide a quote for financing said equipment for a four (4) year term with one (1) annual payment per year. Amount of quote to be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern.

Freightliner Leaf Loader 3A1ACXF0LDME6330 \$259,884.00

3ALACXF01DME6330

\$259,884.00

Finance Rate: \_\_\_\_\_  
(Figure)

**(Words)**

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**Signature & Title**

Company Name

---

**Address & Phone Numbers**

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

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NOVEMBER 7, 2023

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**IN RE: HOLIDAY CLOSINGS**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the following holiday closings be and they are hereby approved:

*In observance of Veteran's Day*

Friday, November 10, 2023

*In observance of Thanksgiving*

Thursday, November 23, 2023

Friday, November 24, 2023

**IN RE: APPROVAL FOR BURN BAN EXTENSION**

Due to extremely dry conditions and the dangers of burning under such conditions, upon recommendation of Fire Chief Tim Taylor and upon motion of Alderman Dugger and second of Alderman Harrison and unanimously carried upon a vote being taken thereon, it was ordered the City of Batesville extend the burn ban for outside burning until December 5, 2023, or until further ordered by the Mayor and Board of Aldermen and will follow the same uniformities as Panola County. Exempted from this burn ban are commercial contractors.

**IN RE: TRANSFER PROPERTY – CIVIC CENTER**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the safe, located at the Batesville Civic Center, be and it is hereby transferred to the Public Works Department.

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

NOVEMBER 7, 2023

**IN RE: WATER TANK MAINTENANCE**

Upon motion of Alderman Walton and second of Alderman Dugger and upon unanimous vote taken, it was ordered that Assistant Public Works Director Newt Benson be and he is hereby authorized to solicit contracts relative to water tank maintenance.

**IN RE: EXTENSION OF CITY UTILITIES OUTSIDE THE CITY LIMITS – HYPOWER, INC. – 107 HADORN ROAD (TUBBS & HADORN)**

There came on for discussion the matter of a request for water and sewer services for HyPower, Inc., located at 107 Hadorn Road (Tubbs & Hadorn), outside the city limits of Batesville.

Upon recommendation of Assistant Public Works Director Newt Benson and upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that city water services be provided to HyPower, Inc.'s property located at 107 Hadorn Road (Tubbs & Hadorn), contingent upon and subject to them paying \$2,034.32 for said service in advance of such extension. A copy of the total amount owed by HyPower, Inc., is as follows:

Stock Code	Description	Terms: Ship Via:	Taxable	Quantity	Price	Extended
BOREING MACHINE	BORE MACHINE FOR ROAD BORES Road		N	1.00	600.00	600.00
TOTAL LABOR	Total Labor on Job 4 men 3 hrs		N	1.00	184.32	184.32
TOTAL OF MISC. MATE	Deposit		N	1.00	400.00	400.00
TOTAL OF MISC. MATE	1" Meter Set		N	1.00	850.00	850.00

10/25/2023  
QUOTE FOR  
Hy Power Inc. on Tubbs Rd.

SubTotal:	2,034.32
Tax:	0.00
Shipping:	0.00
Total:	2,034.32

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

NOVEMBER 7, 2023

**IN RE: QUOTES RECEIVED – PUMP REPAIR – ELM STREET**

The City of Batesville received the following quotes for pump repair for the Elm Street lift station:

Gulf States Engineering Co., Inc. \$8,676.60  
Jim House & Associates, Inc. \$10,393.00

Upon motion of Alderman Walton and second of Alderman Dugger and upon unanimous vote taken, it was ordered that the quote from Gulf States Engineering Co., Inc. in the amount of \$8,676.60 be and it is hereby accepted as the lowest and best quote for the pump repair for the Elm Street pump station. A copy of said quotes are on file in the Office of the City Clerk and a copy of the accepted quote follows:



## PROPOSAL

Page 1 of 1

17961 Painters Row

Covington, LA 70435

Ex 985.893.5484

Ph 985.893.3631

Date: 09/13/23

Quote No.: GS-23.09.11-47-62-121

To: Bubba Alewine  
City of Batesville  
Elm Road PS

From: Chris Quinn  
cquinn@gsengr.com  
601-922-1364

Ref.: Flygt 3153.185-0230  
S/N 2320139

We are pleased to offer pricing for your consideration as follows:

## NOTES

Page Total \$ -

8 676 60

**NOTES** Page Total, \$ -  
Estimated Delivery: Estimate repair to take 3 - 4 Weeks. Installation to be scheduled after pump is repaired.

**Estimated Delivery - Estimate repair to take 3 - 4 Weeks. Installation to be scheduled.**  
**All Prices Are Net, EXC Shipping, Freight, Prepaid And Added To The Invoice.**

All Prices Are Net, FOB Shipping Point, Freight Prepaid And All  
Prices Are Valid For Acceptance 30 Days From Proposal Date.

Prices Are Valid For Acceptance 30 Days From Proposal Date  
Gulf States Engineering Co., Inc. Standard Terms Of Sale "GSEBTC11-2002" Apply

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

NOVEMBER 7, 2023

**IN RE: QUOTES RECEIVED – CONTROL PANEL – ELM STREET**

The City of Batesville received the following quotes for a control panel for the Elm Street lift station:

Lane Electric	\$6,986.00
Tocowa Electric Co., Inc.	\$6,200.00

Upon motion of Alderman Dugger and second of Alderman Walton and upon unanimous vote taken, it was ordered that the quote from Tocowa Electric Co., Inc. in the amount of \$6,200.00 be and it is hereby accepted as the lowest and best quote for a control panel for the Elm Street lift station. 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:** October 31, 2023

**Job Name:** Control panel replacement

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

**To** City of Batesville  
103 Collage Street  
Batesville, MS 38606

**RECEIVED**  
NOV 02 2023  
CITY OF BATESVILLE

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

Six thousand, two hundred ten and 00/100 (\$6,200.00)

**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 is to furnish and install a new control panel for the Elm street lift station. This is a standard 230volt 3 phase panel for 2-20 hp motors also includes a phase monitor.

**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. G-3 – CITY OF BATESVILLE, MISSISSIPPI**

NOVEMBER 7, 2023

**IN RE: QUOTES RECEIVED – CEILING FANS – PUBLIC WORKS SHOP**

The City of Batesville received the following quotes for two (2) ceiling fans for use in the Public Works Shop:

Lane Electric	\$18,440.00
Tocowa Electric Co., Inc.	\$16,710.00

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that the quote from Tocowa Electric Co., Inc. in the amount of \$16,710.00 be and it is hereby accepted as the lowest and best quote for two (2) ceiling fans for use in the Public Works Shop. A copy of said quote are on file in the Office of the City Clerk and a copy of the accepted quote follows:

**PROPOSAL****Date:** October 31, 2023**Job Name:** Fans for shop

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

**To** City of Batesville  
103 Collage Street  
Batesville, MS 38606

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

Sixteen thousand, seven hundred ten and 00/100 (\$16,710.00)

**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*

**RECEIVED**  
NOV 12 2023

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

**CITY OF BATESVILLE**

This price is to furnish and install 2- 14' Greenheck High volume low speed fans in shop.

**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. G-3 – CITY OF BATESVILLE, MISSISSIPPI**

NOVEMBER 7, 2023

**IN RE: APPROVAL OF SPECIFICATIONS – GOOSENECK TRAILER**

Upon motion of Alderman Land and second of Alderman Dugger and upon unanimous vote taken, it was ordered that the following specifications for a gooseneck trailer be and they are hereby approved and further ordered that Assistant Public Works Director Newt Benson be and he is hereby authorized to obtain quotes for a gooseneck trailer:

- Floor length: 25' + 5' Jumbo Ramps
- Width: 102"
- GVWR: 23900lbs
- Cargo Capacity: 18100 cubic yards
- Coupler: 2 5/16" Round Adjustable
- Dual axels
- Dual 10,000 lb axels
- Jack: Dual 10000# Drop Leg
- Floor: 2" Treated Pine
- Brake: Electric All Wheel
- Break Away Unit w/Charger
- Spare Tire Rack Inside Neck (spare tire included)
- Lockable Toolbox Between Risers
- Winch Plate Between Risers
- Wiring Harness w/Sealed LED Lights
- Driver & Curb Side Steps w/Grab Handles
- DOT Reflective Tape
- HD Adjustable Suspension
- Color: Black
- Jumbo Ramps

**IN RE: APPROVAL OF PERMIT APPLICATION – C-SPIRE**

Upon recommendation of Assistant Public Works Director Newt Benson and on motion made by Alderman Morrow, second by Alderman Land and unanimously carried upon a vote being taken there, it was ordered that the permit application from C-Spire for the construction or adjustment of a utility within City road right-of-way, on Eureka Street, be and it is hereby approved, subject to the City's right to exercise complete control of said right-of-way and streets including, but not limited to, the City's right to repair, maintain, widen, extend and abandon or close such streets and right-of-way and on the condition that C-Spire shall be responsible for and shall pay the costs and expenses of any relocation of this utility made necessary by the City's exercise of any such rights.

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

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NOVEMBER 7, 2023

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**IN RE: GOLF CARTS ON CITY STREETS**

There came on for discussion the matter of golf carts on city streets. The Mayor and Board of Aldermen discussed the safety involved with having a golf cart on city streets that is not deemed street legal.

No action was taken on the matter discussed.

Alderman Harrison recused himself from the meeting.

**IN RE: ALLOW CLAIMS**

On motion made by Alderman Land, second by Alderman Morrow and unanimously carried upon a vote being taken there, it was ordered by the Mayor and Board of Aldermen of the City of Batesville, Mississippi that claims numbered 40822-41506 (includes the Co-Op) be and the same are hereby approved and allowed and shall be paid by Warrant drawn on the fund indicated.

Alderman Harrison returned to the meeting.

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

NOVEMBER 7, 2023

**IN OPEN SESSION**

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

**IN THE CLOSED MEETING**

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

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 prospective litigation, prospective purchase of real property; prospective sale of surplus real property; personnel matters relating to professional competence; the consideration of the adoption of an appealable order and discussion of J.P. Hudson Park.

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

NOVEMBER 7, 2023

**IN OPEN MEETING**

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for the purpose of discussing prospective litigation, prospective purchase of real property; prospective sale of surplus real property; personnel matters relating to professional competence; the consideration of the adoption of an appealable order and the discussion of J.P. Hudson Park and that the total vote on the motion to go into executive session was five (5) aldermen in favor and no aldermen opposed. Those present in the open meeting were Mayor Ferrell; Aldermen Harrison, Land, Dugger, Morrow and Walton; City Clerk Susan Berryhill; City Attorney Colmon Mitchell; Chief of Police Kerry Pittman; Assistant Chief of Police George Williford; Public Works Director David Karr and Assistant Public Works Director Newt Benson.

**IN EXECUTIVE SESSION**

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

There came on for discussion the prospective litigation. (Civic Center Director Rodney Holley was present during this discussion.)

There next came on for discussion the prospective purchase of real property. (Parks and Recreation Director Heath Fullilove was present during this discussion.)

There next came on for discussion the prospective sale of surplus real property.

There next came on for discussion the personnel matters relating to professional competence.

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

There next came on for discussion the matter of J.P. Hudson Park.

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

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

NOVEMBER 7, 2023

**IN OPEN MEETING**

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

**IN RE: SALE OF SURPLUS REAL PROPERTY**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered to send a form of a purchase contract to the potential purchaser of surplus real property and the City is not representing or agreeing that it would approve or accept a contract in that form.

**IN RE: PERSONNEL MATTER**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the two (2) employees as discussed in executive session (one (1) in the Street Department and one (1) in the Water Department) that currently don't have Commercial Driver License (CDL) which are being compensated for having such, must obtain their Commercial Driver License (CDL) no later than May 7, 2023.

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

NOVEMBER 7, 2023

**IN RE: J.P. HUDSON PARK**

The Mayor and Board of Alderman discussed the proposed donation of the J.P. Hudson Park to the City and thereafter, upon unanimous consent and vote taken, the Mayor and Board of Aldermen ordered that negotiations pertaining to the donation cease and that the proposed donation be and is hereby respectfully declined and directed the City Attorney to so advise the attorney for the Board of Directors for J.P. Hudson Park.

\*Note – no action was taken on the prospective litigation matter, prospective purchase of real property and the consideration of the adoption of an appealable order.

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

1. Belinda Weems spoke to the Mayor and Board of Aldermen regarding her youth ministry program.
2. Chief Building Official Andy Berryhill provided copies of the monthly inspections list, the complaint list and the Planning Commission Minutes of October 30, 2023.
3. Fire Chief Tim Taylor provided copies of the monthly fire reports for September and October 2023.

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 2:00 o'clock p.m., November 21, 2023, 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.

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Mayor

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

NOVEMBER 7, 2023

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

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

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

Date: On the 21<sup>st</sup> day of November, 2023

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.