

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

SEPTEMBER 17, 2024

REGULAR MEETING

SEPTEMBER 17, 2024

Be It Remembered that a Regular Meeting of the Mayor and Board of Aldermen of the City of Batesville was held on the third Tuesday of September, being the 17th day of August 2024, at 2:00 p.m., when and where were present the following, to-wit:

Mayor Hal Ferrell; Aldermen Stan Harrison, Dennis Land, Teddy Morrow, and Bobby Walton. Also present were City Clerk Shonnah Weaver; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; Assistant Chief of Police Barry Thompson; Chief Building Official Andy Berryhill; Parks & Recreation Heath Fullilove; Public Works Director Newt Benson; Fire Chief Tim Taylor; Deputy Fire Chief David Tarver; Civic Center Director Rodney Holley; and Administrative Assistant Sulli Woods.

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

IN RE: APPROVAL OF AGENDA

Upon motion of Alderman Harrison and second of Alderman Morrow on and upon unanimous vote taken, the agenda of September 17, 2024, was approved with an addition to City Clerk.

SEPTEMBER 17, 2024

CITY OF BATESVILLE
BOARD MEETING
SEPTEMBER 17, 2024
2:00 P.M.| CITY HALL
AGENDA

CALL TO ORDER: Mayor Hal Ferrell

INVOCATION: Jim Pitcock

PLEDGE OF ALLEGIANCE

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

APPROVE AGENDA

- September 17, 2024

APPROVE MINUTES OF PRIOR MEETINGS

- September 3, 2024- Regular Meeting
- September 5, 2024- Adjourned Meeting
- September 10,2024- Adjourned Meeting

CONSENT AGENDA

1. Request permission to allow Taylor Jaudon to attend the 2024 Fall Training (MsRWA) in Tupelo, October 15, 16, & 17, 2024. (See attached) All registration, travel, per diem to be paid for by the city. **(Taylor will drive city truck to training each day)**

2. Approval to allow Anthony Waller, Jake Broome and Luther Moore to attend Engine Company Operations course at the MS Fire Academy, October 14-17, 2024. All registration, travel, per diem to be paid for by the city. He will travel in a city vehicle.

PAY REQUEST AGENDA

1. Approval to issue refund to the following for Youth T-Ball League- Jim Tom Copeland
2. Approval to issue refund to the following for Youth Boys Baseball League- Mike Brewer
3. Approval of payment in the amount of \$49,680.00 to be made to Sozo Architecture, PLLC in connection with Batesville Mounds Project.
4. Approval of payment in the amount of \$9,195.96 to be made to Sozo Architecture, PLLC in connection with Concourse Phase 2.
5. Approval of pay application #10 in the amount of \$172,354.75 to be made to M&N Construction in connection with the Concourse Phase 2.
6. Approval of payment in the amount of \$42,760.00 to be made to Sullivan Truck Equipment Inc. in connection with Utility bed & Crane. (Approved in Minute Book G-3 on page 304 and the change order was approved in minute book H-3 on page 524.)
7. Approval of pay application #6 in the amount of \$132,429.88 and pay application #7 in the amount of \$74,337.26 to be made to W&T Contracting Corporation in connection is Sewer Rehab.
8. Approval of payment in the amount of \$8,003.30 to be made to Hallmark Ford in connection with the repair of 2019 Ford F150- Parks and Recreation.

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HUMAN RESOURCES

1. Approval to accept the resignation of Victor Ellis in the Street Department. Effective immediately.

VISITORS

1. Ophelia Ford- Faith for the Future- Margaret Pride
2. Finch- Henry Job Corps Center- Sylvia Swan & Tony Chapman

PERMANENT VISITORS

- Panola Partnership
- North Delta Planning and Development- Approval for mayor to sign letter
- 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 Garver-Change Order
- The Panolian Jeremy Weldon or his proxy

PUBLIC HEARING – 3:00 P.M.**BIDS RECONSIDERED****REPORT OF DEPARTMENT HEADS****CHIEF BUILDING OFFICIAL – ANDY BERRYHILL**

- 1.Set Clean-up Hearings as Needed

ASSISTANT CHIEF OF POLICE – BARRY THOMPSON

1. Permission to transfer 2009 Kawasaki Mule Vin #JK1AFCM1898500068 from Police Department inventory to the Public Works Department.
2. Approval to sign service agreement with Motorola Solutions for the time period covering October 1, 2024- September 30, 2025.

CITY ATTORNEY – COLMON MITCHELL**CITY CLERK – SHONNAH WEAVER**

1. Transfer from Civic Center reserve to multi-purpose building \$15,315.29 and any accrued interest.
2. Transfer \$500,000.00 from gas OP to general.
3. Transfer \$158,994.00 from Gas to water.
4. Transfer \$85,275.00 from Public Works/Fire construction fund to water and sewer Op for audit purposes.
5. Transfer \$93,529.96 from Public Works/ Fire Construction fund to General for audit purposes.
6. Approval to amend budget- FY 2024
7. Salary increases- Effective October 3, 2024.
8. Election
9. Discuss sewer only customers

FIRE CHIEF – TIM TAYLOR

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PARKS AND RECREATION DIRECTOR – HEATH FULLILOVE

CIVIC CENTER DIRECTOR – RODNEY HOLLEY

- 1.Drainage improvements (Jonathan Wilkes) Photos Attached
- 2.South Ramps drainage discussion Info attached (Jonathan Wilkes/Rodney Holley)
- 3.Carpet purchase and installation for Conference Room A/B (Board Action Form and Quotes Attached) (Rodney Holley/Jonathan Wilkes)
- 4.Conference Room A/B Mural painting discussion Sample Photos Attached

PUBLIC WORKS DIRECTOR – NEWT BENSON

- **Public Works**
- **Water/Sewer**
 - Requesting permission to grant water services outside the city limits. Independence Water Association at Hwy 35S. **(\$2,500.00)**
 - Requesting permission to surplus miscellaneous fittings from the water department (See attachment)
 - Requesting permission for water and sewer services outside city limits at 463 Bethlehem Rd. Dianne J Wiley (\$1,725.62)
- **Street/Sanitation**
 - Requesting permission to transfer a 1000-gallon Adams water trailer from the Civic Center to the Street Department
- **Wastewater Treatment**
- **Gas**
- **Parks & Recreation**
 - Requesting permission to surplus/trash an ice machine from Trussell Park
 - **Manitowoc Series 200 (Inventory #33867)**

ALLOW CLAIMS:

OTHER MATTERS BY MAYOR OR ALDERMAN:

EXECUTIVE SESSION

- 1. personnel- Newt

ADJOURNMENT

IN RE: **APPROVAL OF MINUTES**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, the minutes of the September 3, 2024, regular meeting, September 5,2024, adjourned meeting, and September 10, 2024, adjourned meeting minutes were approved.

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SEPTEMBER 17, 2024

IN RE: SIGNATURE SHEET FOR MEETING OF SEPTEMBER 17, 2024

Board Meeting
September 17, 2024
Signature Sheet

Jim Whitaker	1098 Lafayette DR Batesville
Please print name clearly	Street Address, City, Zip
Jonathan Buckley	Mendrop
Please print name clearly	Street Address, City, Zip
Greg Smith	Satobia MS
Please print name clearly	Street Address, City, Zip
David Tarver	132 Van Voris
Please print name clearly	Street Address, City, Zip
Donny Hix	BCC
Please print name clearly	Street Address, City, Zip
Jonathan Wilkes	BCC
Please print name clearly	Street Address, City, Zip
Danny Thompson	106 College St Batesville MS
Please print name clearly	Street Address, City, Zip
Kath Overall	"
Please print name clearly	Street Address, City, Zip
Holly White	"
Please print name clearly	Street Address, City, Zip
Tim Taylor	132 Van Voris Batesville MS
Please print name clearly	Street Address, City, Zip
Joe Azar	150 A Public
Please print name clearly	Street Address, City, Zip
Audrey Berryhill	City
Please print name clearly	Street Address, City, Zip
Gil Bridges	310 Brown Rd 38606
Please print name clearly	Street Address, City, Zip
Bowen Bridges	Womack Cove 38606
Please print name clearly	Street Address, City, Zip
Wentham	City
Please print name clearly	Street Address, City, Zip
Opheelia Ford	155 Mck Drive Batesville 38606
Please print name clearly	Street Address, City, Zip
Shannon Wells	1076 Highland Colony Pkwy Ridgeland MS
Please print name clearly	Street Address, City, Zip
Keith Quick	1076 Highland Colony Pkwy Ridgeland MS
Please print name clearly	Street Address, City, Zip
Sylvia Summ	951 S Batesville MS Tol Corp
Please print name clearly	Street Address, City, Zip
Tony Chapman	821 Hwy 51 South Batesville MS 38604 Tol Corps
Please print name clearly	Street Address, City, Zip
Dennis Darby	106 College St Batesville MS
Please print name clearly	Street Address, City, Zip
Katie Azar	150A Public Square Bille MS
Please print name clearly	Street Address, City, Zip
Robbie Haley	150A Public Square Bille MS
Please print name clearly	Street Address, City, Zip

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IN RE: **APPROVAL OF CONSENT AGENDA**

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

- 1. Request permission to allow Taylor Jaudon to attend the 2024 Fall Training (MsRWA) in Tupelo, October 15, 16, & 17, 2024. (See attached) All registration, travel, per diem to be paid for by the city. **(Taylor will drive city truck to training each day)**
- 2. Approval to allow Anthony Waller, Jake Broome and Luther Moore to attend Engine Company Operations course at the MS Fire Academy, October 14-17, 2024. All registration, travel, per diem to be paid for by the city. He will travel in a city vehicle.

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 refund to the following for Youth T-Ball League- Jim Tom Copeland
- 2. Approval to issue refund to the following for Youth Boys Baseball League- Mike Brewer
- 3. Approval of payment in the amount of \$49,680.00 to be made to Sozo Architecture, PLLC in connection with Batesville Mounds Project.
- 4. Approval of payment in the amount of \$9,195.96 to be made to Sozo Architecture, PLLC in connection with Concourse Phase 2.
- 5. Approval of pay application #10 in the amount of \$172,354.75 to be made to M&N Construction in connection with the Concourse Phase 2.
- 6. Approval of payment in the amount of \$42,760.00 to be made to Sullivan Truck Equipment Inc. in connection with Utility bed & Crane. (Approved in Minute Book G-3 on page 304 and the change order was approved in minute book H-3 on page 524.)
- 7. Approval of pay application #6 in the amount of \$132,429.88 and pay application #7 in the amount of \$74,337.26 to be made to W&T Contracting Corporation in connection is Sewer Rehab.
- 8. Approval of payment in the amount of \$8,003.30 to be made to Hallmark Ford in connection with the repair of 2019 Ford F150- Parks and Recreation.

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

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

- 1. Approval to accept the resignation of Victor Ellis in the Street Department. Effective immediately.

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IN RE: OPHELIA FORD- FAITH FOR THE FUTURE

The Mayor recognized Ophelia Ford who appeared before he Mayor and Board of Alderman voicing her concern about the juvenile break-ins around Martin Luther King Drive

No action taken on the matter discussed.

IN RE: FINCH-HENRY JOB CORPS CENTER- 5K WALK/RUN

The Mayor recognized Sylvia Swan and Tony Chapman who appeared before the Mayor and Board of Aldermen requesting to host a 5K walk/run in the city limits of Batesville on November 9, 2024.

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

IN RE: TREE LIGHTING CEREMONY

The Mayor recognized Robbie Haley of Mainstreet who appeared before the Mayor and Board of Aldermen requesting approval of a Christmas Tree Lighting ceremony on the Downtown Square on Friday, November 15, 2024 from 6p.m.- 7p.m.

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

IN RE: MUSIC ON THE DOWNTOWN SQUARE

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Mainstreet be and they are hereby allowed to play music along with lights on the Downtown Square on Monday-Saturday from 9a.m.- 6p.m., later if there is a special event planned on the Square. There will be no music on Sundays, unless it is a special event planned on the Square.

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IN RE: CONFERENCE ROOM AT BCC

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Mainstreet be and they are hereby allowed to use Conference Room A&B at the Batesville Civic Center on Thursday, November 7, 2024, from 7a.m.- 11am. They will begin setting up on November 6, 2024, after lunch.

IN RE: MAYOR TO SIGN- TIME EXTENSION REQUEST

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that Mayor Hal Ferrell sign the MS-20698 Timeline Amendment Request letter.

IN RE: MAYOR TO SIGN- TIME EXTENSION REQUEST

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Mayor Hal Ferrell sign the MS-20699 Timeline Amendment Request letter.

IN RE: MAYOR TO SIGN LETTER

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Mayor Hal Ferrell sign the MS-20699 Timeline Amendment Request letter.

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IN RE: CDBG APPLICATION

Upon motion of Alderman Harrison and second of Alderman Walton and upon unanimous vote taken, it was approved that Darrell Dixon begin working on the preliminary preparations for the city to apply for the Community Development Block Grant Competition for Public Facilities for and ADA accessibility project for city hall.

IN RE: APPROVAL OF SPECIFICATIONS AND PLANS- HWY 35 NORTH SEWER IMPROVEMENTS

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that the sewer improvements plans and specifications for Hwy 35 N, be and they are hereby approved. They are on file in the office of the City Clerk.

IN RE: APPROVAL TO ADVERTISE- HWY 35 NORTH SEWER IMPROVEMENTS

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous taken, it was ordered that the City Clerk publish an advertisement in *The Panolian*, a legal newspaper published in Batesville, Mississippi, once each week for not less than two consecutive weeks that the Mayor and Board of Alderman will receive bids for the Hwy 35 North Sewer Improvements. The Mayor and Board of Alderman reserves the right to reject any and all bids.

IN RE: APPROVAL OF SPECIFICATIONS AND PLANS- HARMON CIRCLE WATER AND SEWER IMPROVEMENTS

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous vote taken, it was ordered that the water and sewer improvements plans and specifications for Harmon Circle, be and they are hereby approved. They are on file in the office of the City Clerk.

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**IN RE: APPROVAL TO ADVERTISE- HARMON CIRCLE WATER AND
SEWER REPLACEMENT**

Upon motion of Alderman Morrow and second of Alderman Land and upon unanimous taken, it was ordered that the City Clerk publish an advertisement in *The Panolian*, a legal newspaper published in Batesville, Mississippi, once each week for not less than two consecutive weeks that the Mayor and Board of Alderman will receive bids for the Harmon Circle Water and Sewer Replacement. The Mayor and Board of Alderman reserves the right to reject any and all bids.

**IN RE: APPROVAL OF SPECIFICATIONS AND PLANS- HWY 35
SANITARY PUMP STATION PROJECT, PHASE 2**

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that the plans and specifications for Hwy 35 sanitary pump station project, phase 2, be and they are hereby approved. They are on file in the office of the City Clerk.

IN RE: MAYOR TO SIGN NOTICE TO PROCEED

Upon motion of Alderman Morrow and second of Alderman Walton and upon unanimous vote taken, it was ordered that Mayor Hal Ferrell be and he is hereby authorized to sign the notice to proceed for the street overlay project.

**IN RE: APPROVAL OF DEDUCTIVE CHANGE ORDER – SANITARY
SEWER COLLECTION SYSTEM REHABILITATION**

Upon motion of Alderman Walton and second of Alderman Harrison and unanimously carried upon the affirmative vote of all board members present, the Mayor and Board of Aldermen of the City found and determined that the changes or modifications to the original contract as shown in the following deductive Change Order are necessary or would better serve the purpose of the City, are necessary or incidental to the completion and scope of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable, are not made to circumvent the public purchasing statutes and decreased contract amount is reasonable and ordered that said deductive Change Order in the amount of \$100,491.47 shown below, be and the same is hereby approved, resulting in a new contract amount of \$1,445,195.81:

GARVER
1076 Highland Colony Parkway
Suite 325
Ridgeland, MS 39157
www.GarverUSA.com

Final Summary Contract Change Order

Project: Sanitary Sewer Collection System Rehabilitation City of Batesville Garver Job No. 21W10330		Change Order No. FINAL
Owner: City of Batesville 132 Van Voris Street Batesville, MS 38606		Date Prepared: September 9, 2024 Prepared by: Shannon Wells
Contractor: W&T Contracting Corporation 4745 Poplar Avenue, Suite 212 Memphis, TN 38117		

Description of Work Included in Contract

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

Changes and Reasons Ordered

See attached cover letter.

Contract Change (Y/N)	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Final Quantity	Quantity Adjustment (Final - Estimated)	Contract Unit Price	Final Contract Amount
N	1	Mobilization and Demobilization (Not to Exceed 5% of the Total Base Bid)	LS	1	1	0	\$5,000.00	\$5,000.00
N	2	Project Signs	LS	1	1	0	\$2,250.00	\$2,250.00
MLK FORCE MAIN REPLACEMENT								
N	3	Connection to existing 8-Inch Force Main at Station 10+00	LS	1	1	0	\$5,000.00	\$5,000.00
N	4	Connection to Manhole at Station 45+62	LS	1	1	0	\$5,000.00	\$5,000.00
N	5	10-Inch, SDR17, HDPE Pipe Force Main and Fittings (Directional Drill)	LF	2,907	2,907	0	\$80.00	\$232,560.00
N	6	10-Inch, SDR17, HDPE Pipe Force Main and Fittings (Open Cut)	LF	658	658	0	\$88.60	\$57,904.00
N	7	3-Inch Combination Air Valve and Vault and Required Appurtenances	EA	1	1	0	\$15,588.00	\$15,588.00
Y	8	Asphalt Street Paving Replacement	SY	200	69.34	-130.66	\$55.00	\$3,813.70
Y	9	Temporary and Permanent Grassing	AC	0.50	0.25	-0.25	\$2,950.00	\$737.50
N	10	Traffic Control Measures (MLK Jr D & Patton Ln)	LS	1	1	0	\$5,000.00	\$5,000.00
VAN VORIS SEWER REHABILITATION								
N	11	Pre-Construction Cleaning and CCTV Inspection	LF	3,400	3,400	0	\$4.50	\$15,300.00
N	12	Point Repair	EA	2	2	0	\$15,500.00	\$31,000.00
N	13	10-Inch CIPP	LF	2,250	2,250	0	\$68.00	\$153,000.00
N	14	Manhole Rehabilitation, Cementitious Coating	VF	123	123	0	\$250.00	\$30,750.00
Y	15	4-Inch, SDR26, PVC Pipe Sewer Service Lateral Extension and Connection to Existing Sewer Main	EA	13	7	-6	\$8,450.00	\$45,150.00
Y	16	4-Inch, SDR26, PVC Pipe Sewer Service Lateral Connection to Existing Sewer Main	EA	6	4	-2	\$5,500.00	\$22,000.00
Y	17	Abandon Existing 8-Inch Sanitary Sewer	LF	1,150	460	-690	\$7.85	\$3,611.00
N	18	Abandon Existing Sanitary Sewer Manhole	EA	3	3	0	\$2,250.00	\$6,750.00
N	19	Asphalt Street Paving Replacement	SY	125	125	0	\$61.00	\$7,625.00
N	20	Traffic Control Measures	LS	1	1	0	\$5,000.00	\$5,000.00
N	21	Bypass Pumping	LS	1	1	0	\$12,500.00	\$12,500.00
PEARSON STREET SEWER REPLACEMENT								
N	22	8-Inch, SDR26, PVC Gravity Sewer Main	LF	688	688	0	\$105.00	\$72,240.00
N	23	48-Inch Diameter, Pre-Cast Concrete, Doghouse Manhole	EA	1	1	0	\$8,850.00	\$8,850.00
N	24	48-Inch Diameter, Pre-Cast Concrete Manhole	EA	2	2	0	\$6,500.00	\$13,000.00
N	25	Pre-Construction Cleaning and CCTV Inspection	LF	300	300	0	\$5.50	\$1,650.00
Y	26	4-Inch, SDR26, PVC Pipe Sewer Service Lateral Extension and Connection to New Sewer Main	EA	6	5	-1	\$5,500.00	\$27,500.00
N	27	4-Inch, SDR26, PVC Pipe Sewer Service Lateral Connection to New Sewer Main	EA	1	1	0	\$4,500.00	\$4,500.00
Y	28	Abandon Existing 8-Inch Sanitary Sewer	LF	655	0	-655	\$8.50	\$0.00
Y	29	Abandon Existing Sanitary Sewer Manhole	EA	2	1	-1	\$2,500.00	\$2,500.00
Y	30	Asphalt Street Paving Replacement	SY	900	877	-23	\$45.51	\$39,904.53
N	31	Traffic Control Measures	LS	1	1	0	\$5,500.00	\$5,500.00
Y	32	Bypass Pumping	LS	1	1	0	\$12,000.00	\$12,000.00
ADDITIVE ALTERNATE A: MLK SEWER MAIN REPLACEMENT								
N	A-1	12-Inch, SDR26, PVC Gravity Sewer Main	LF	700	700	0	\$498.50	\$348,950.00
N	A-2	48-Inch Diameter, Pre-Cast Concrete, Doghouse Manhole	EA	1	1	0	\$15,980.00	\$15,980.0

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SEPTEMBER 17, 2024

Contract Change (Y/N)	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Final Quantity	Quantity Adjustment (Final - Estimated)	Contract Unit Price	Final Contract Amount
ADDITIVE ALTERNATE B: STORM DRAIN BOX CROSS CONNECTION CONFLICT CORRECTIONS								
N	B-1	8-Inch, SDR26, PVC Gravity Sewer Main (Deaton Street)	LF	216	216	0	\$132.09	\$28,531.44
N	B-2	48-Inch Diameter, Pre-Cast Concrete, Doghouse Manhole	EA	1	1	0	\$12,551.00	\$12,551.00
N	B-3	48-Inch Diameter, Pre-Cast Concrete Manhole	EA	1	1	0	\$8,515.00	\$8,515.00
Y	B-4	Pre-Construction Cleaning and CCTV Inspection	LF	220	116	-104	\$4.50	\$522.00
N	B-5	4-Inch, SDR26, PVC Pipe Sewer Service Lateral Extension and Connection to New Sewer Main	EA	2	2	0	\$315.00	\$630.00
N	B-6	4-Inch, SDR26, PVC Pipe Sewer Service Lateral Connection to New Sewer Main	EA	2	2	0	\$3,850.00	\$7,700.00
N	B-7	6-Inch, CL350, DI Water Main, Live Tap Connections, and Fittings	LF	30	30	0	\$415.00	\$12,450.00
Y	B-8	8-Inch, CL350, DI Water Main, Live Tap Connections, and Fittings	LF	60	51	-9	\$315.00	\$16,065.00
N	B-9	Removal of Sewer, Water, and Gas Utilities from Storm Drain Box	LS	1	1	0	\$3,850.00	\$3,850.00
N	B-10	Abandonment of Sewer, Water, and Gas Utilities	LS	1	1	0	\$5,250.00	\$5,250.00
N	B-11	Asphalt Street Paving Replacement	SY	150	150	0	\$61.00	\$9,150.00
N	B-12	Traffic Control Measures	LS	1	1	0	\$5,850.00	\$5,850.00
CHANGE ORDER NO. 1								
N	WCD1-1	Work Change Directive #1	LS	1	1	0	\$18,280.91	\$18,280.91
N	5	MLK-5 - 10-Inch, SDR17, HDPE Pipe Force Main and Fittings (Directional Drill)	LF	351	351	0	\$80.00	\$28,080.00
N	6	MLK-6 - 10-Inch, SDR17, HDPE Pipe Force Main and Fittings (Open Cut)	LF	-391	-391	0	\$88.00	(\$34,408.00)
N	15	VV-15 - 4-Inch, SDR26, PVC Pipe Sewer Service Lateral Extension and Connection to Existing Sewer Main	EA	-3	-3	0	\$6,450.00	(\$19,350.00)
Y	26	VV-16 4-Inch, SDR26, PVC Pipe Sewer Service Lateral Connection to Existing Sewer Main	EA	1	0	-1	\$5,500.00	\$0.00
N	B-1	B-1 - 8-Inch, SDR26, PVC Gravity Sewer Main	LF	-25	-25	0	\$132.09	(\$3,302.25)
N	B-6	B-6 - 4-Inch, SDR26, PVC Pipe Sewer Service Lateral Extension and Connection to Existing Sewer Main	EA	-2	-2	0	\$3,850.00	(\$7,700.00)
N	WCD4-1	6-Inch, SDR26, PVC Pipe Sewer Service Lateral Extension and Connection to Existing Sewer Main	LS	1	1	0	\$7,350.00	\$7,350.00
Y	WCD4-2	6-Inch, SDR26, PVC Pipe Sewer Service Lateral Connection to Existing Sewer Main	LS	1	0	-1	\$6,250.00	\$0.00
N	WCD4-3	Additional Excavation, Backfill and Restoration for Bore Pits Due to Added Depths on Force Main	LS	1	1	0	\$33,572.48	\$33,572.48
N	WCD4-4	Drop Connection Removal and Install of Drop Bowl in SMH #1047 at Panola Road	LS	1	1	0	\$3,550.00	\$3,550.00
N	A-1	A-1 - 12-Inch, SDR26, PVC Gravity Sewer Main	LF	-58	-58	0	\$498.50	(\$28,913.00)
N	A-6	A-6 - Asphalt Street Paving Replacement	SY	695	695	0	\$48.00	\$33,360.00
N	CO1-1	4" Painted Double Yellow Stripe and Painted White Stop Bar on MLK Dr.	LS	1	1	0	\$2,985.15	\$2,985.15
N	11	VV-11 - Pre-Construction Cleaning and CCTV Inspection	LF	363	363.3	0	\$4.50	\$1,634.85
N	25	PE-25 - Pre-Construction Cleaning and CCTV Inspection	LF	355	355	0	\$5.50	\$1,952.50
N	12	VV-12 - Point Repair	EA	-2	-2	0	\$15,500.00	(\$31,000.00)
Total Cost per Final Quantities							\$1,445,195.81	
Project Cost Summary				Estimated Project Cost		Time Change		
Original Contract Amount				\$1,527,844.64		Original Contract Start Date		
(+/-) Previous Change Orders				\$17,842.64		Original Contract Time (calendar days)		
Adjusted Contract Amount				\$1,545,687.28		Additional Calendar Days this Change Order		
Final Contract Adjustment				-\$100,491.47		New Contract Time (calendar days)		
Final Contract Amount				\$1,445,195.81		Suspended Time		
						New Construction Completion Date		
						October 29, 2024		
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS								
ISSUED FOR REASONS INDICATED ABOVE								
Engineer: Garver				Project Engineer		9/9/2024		
Engineer's Signature				Title		Date		
ACCEPTED BY CONTRACTOR								
Contractor's Signature				Project Manager		09/09/2024		
				Title		Date		
APPROVED BY OWNER								
Owner's Signature				Title		Date		

IN RE: APPROVAL TO SIGN CHANGE ORDER


Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered that Public Works Director Newt Benson sign the Sanitary Sewer Collection System Rehabilitation change order.

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

SEPTEMBER 17, 2024

IN RE: APPROVAL OF SERVICE AGREEMENT - MOTOROLA SOLUTIONS - POLICE DEPARTMENT

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the service agreement with Motorola Solutions, along with the City’s Standard Contract Addendum thereto, be and it is hereby approved, and further ordered that Chief of Police Dennis Darby be and he is hereby authorized to sign said agreement, effective October 1, 2024-September 30, 2025. A copy of the service agreement is on file in the Office of the City Clerk and a copy follows along with the City’s Standard Contract Addendum which is made a part thereof:

**MOTOROLA SOLUTIONS**
500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2662694
Contract Number: USC000064165
Contract Modifier: R02-JUN-24 05:59:41

Date: 09-17-2024

Company Name: BATESVILLE, CITY OF
Attn:
Billing Address: 103 COLLEGE ST
City, State, Zip: BATESVILLE , MS, 38606
Customer Contact:
Phone:

Required P.O. :
PO # :
Customer # :1036133742
Bill to Tag # :
Contract Start Date :01-Oct-2024
Contract End Date :30-Sep-2025
Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$13,819.65
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$555.26
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$28,549.93
	SVC02SVC0001C	MICROWAVE SERVICES	\$4,471.47
		Subtotal - Recurring Services	\$3,949.69
			\$47,396.31
		Subtotal - One-Time Event Services	\$0.00
			\$0.00
		Total	\$47,396.31
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:


I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

SEPTEMBER 17, 2024

**MOTOROLA SOLUTIONS**

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2662694
Contract Number: USC000064165
Contract Modifier: R02-JUN-24 05:59:41

CUSTOMER (PRINT NAME)

Gary Boisseau

CSM

8/19/2024

MOTOROLA REPRESENTATIVE(SIGNATURE)TITLEDATE

Gary Boisseau

901-930-9957

MOTOROLA REPRESENTATIVE(PRINT NAME)PHONE


Company Name : BATESVILLE, CITY OF

Contract Number : USC000064165

Contract Modifier : R02-JUN-24 05:59:41

Contract Start Date : 01-Oct-2024

Contract End Date : 30-Sep-2025

**MOTOROLA SOLUTIONS**

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2662694
Contract Number: USC000064165
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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.


Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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

SEPTEMBER 17, 2024

**MOTOROLA SOLUTIONS**

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2662694
Contract Number: USC000064165
Contract Modifier: R02-JUN-24 05:59:41

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.


Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date
8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.
8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.
10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.
10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

SEPTEMBER 17, 2024



MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
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SERVICE AGREEMENT

Quote Number : QUOTE-2662694
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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT


All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



MOTOROLA SOLUTIONS

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.


17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022

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

SEPTEMBER 17, 2024

**MOTOROLA SOLUTIONS**

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2662694
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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum is an integral part of any and all Contracts entered into by the City of Batesville, Mississippi ["City"], and, therefore, is hereby made a part of the Contract between the City and Motorola Solutions [the "Contract"].

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

CITY OF BATESVILLE, MISSISSIPPI

By: _____
DENNIS DARBY, CHIEF OF POLICE

MOTOROLA SOLUTIONS

By: _____

(Print Name and Title)

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

SEPTEMBER 17, 2024

**IN RE: TRANSFER OF FUNDS FROM CIVIC CENTER RESERVE TO
MULTI-PURPOSE BUILDING**

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that \$15,315.29 plus any additional deposits and/or interest be transferred from the Civic Center Reserve account to the Multi-Purpose Building account and further ordered that said Civic Center Reserve account be closed.

IN RE: TRANSFER OF FUNDS FROM GAS OP TO GENERAL

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

RESOLUTION

WHEREAS, the revenues of the City’s natural gas system have been set aside in accordance with Section 21-27-57 of the Mississippi Code of 1972, and after so doing there is surplus revenue remaining, and

WHEREAS, the revenue of the City’s natural gas system derived from sources other than the issuance of bonds has been applied in accordance with Section 21-27-61 of the Mississippi Code of 1972, and

WHEREAS, there remains a surplus of revenue of the City’s natural gas system that may be transferred to the City’s General Fund as authorized by the aforesaid sections of the Mississippi Code which would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that the sum of \$500,000.00 of said surplus revenue be transferred from the natural gas system to the City’s General Fund and used for the best interests of the City as allowed by law

RESOLVED this the 3rd day of September, 2024.

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

SEPTEMBER 17, 2024

IN RE: TRANSFER OF FUNDS FROM GAS TO WATER/SEWER

Upon motion of Alderman Walton and second of Alderman Harrison and upon unanimous vote taken; it was approved of the transfer from Gas to Water in the amount of \$158,994.00 due to Lehman Roberts utility bill being directly deposited into Gas OP fund and owes the Water/Sewer OP fund.

IN RE: TRANSFER OF FUNDS FROM PUBLIC WORKS/FIRE CONSTRUCTION FUND TO WATER AND SEWER OP

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken; it was ordered that repayment in the amount of \$85,275.00 be made from Public Works/Fire Construction Fund to Water and Sewer Op due to payment being made from incorrect fund.

IN RE: TRANSFER OF FUNDS FROM PUBLIC WORKS/FIRE CONSTRUCTION FUND TO GENERAL

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken; it was ordered that repayment in the amount of \$93,529.96 be made from Public Works/Fire Construction Fund to General Fund to payment being made from incorrect fund.

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

SEPTEMBER 17, 2024

IN RE: APPROVAL TO AMEND BUDGET – FYE 2024

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the Budget Amendments, as discussed, be and they are hereby adopted. A copy of said amendments is on file in the Office of the City Clerk.

IN RE: ELECTION

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, the Board of Aldermen directed the Legal Department to draft an ordinance stating the Public Works/Fire Station building on Van Voris Street be used as a polling location for the upcoming elections and this will replace the Patton Lane Community Center as a polling location and the National Guard be used as a polling location for the upcoming elections and this will replace the Fire Station 2 as a polling location.

IN RE: TRANSFER PROPERTY – POLICE DEPARTMENT

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the 2009 Kawasaki Mule with VIN #JK1AFCM1898500068, located at the Batesville Police Department, be and it is hereby transferred to the Street Department.

SEPTEMBER 17, 2024

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was approved for payment to be made to Butler Snow in the amount of \$3,000.00 in connection with continuing disclosure submissions for fiscal year 2024.

Post Office Box 6010
Ridgeland, MS 39158-6010
Main (601) 948-5711
Fax (601) 985-4500

Invoice Number: 10443222
Invoice Date: September 16, 2024
DUE UPON RECEIPT

RECEIVED
SEP 16 2024
CITY OF BATESVILLE

Matter: Continuing Disclosure

INVOICE

Fiscal Year 2023 Continuing Disclosure Submission

\$3,000.00

WIRE INSTRUCTIONS

Transferee Bank: Regions Bank (Main Office)
Attn: Wire Transfer Department
1900 Fifth Avenue North
Birmingham, Alabama 35203
(800) 843-1158

ABA Routing No: 062-005-690

SWIFT CODE: UPNBUS44
(International)

For the Account of: Butler Snow LLP
(Beneficiary) 1020 Highland Colony Parkway
Suite 1400
Ridgeland, MS 39157

Operating Account No: 500-21-032-80

PLEASE REFERENCE: 10443222/021702.036583

Contact: Paul Pratt (601) 985-4113 or
Elizabeth Lambert Clark (601) 985-4406

**Please reference matter and invoice number(s) with payment.*

Tax I.D. 64-0331849

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SEPTEMBER 17, 2024

IN RE: DRAINAGE IMPROVEMENTS

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

Draining improvements Specifications

- Flush out mud in 6” pipes with water
- Vacuum mud out of pipe
- Check all seven drops for pipe
- 300’ of pipe
- Make sure pipes operate properly

IN RE APPROVAL TO PREPARE SPECIFICATIONS

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that Civic Center Director Rodney Holley be and he is hereby authorized to obtain specifications for South Ramp Drainage.

IN RE APPROVAL TO PREPARE SPECIFICATIONS

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that Civic Center Director Rodney Holley be and he is hereby authorized to obtain specifications for carpet for Conference room A&B.

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

SEPTEMBER 17, 2024

IN RE: SURPLUS PROPERTY-WATER DEPARTMENT

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

RESOLUTION

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

- 6" AExCi dresser- x3
- 6" pvc dresser- x2
- 8" truss coupling- x7
- 8" freedom pvc 1120 sch 40 22 ½ coupling- x3
- 6" 22 ½ coupling
- 8" 6 bolt dresser- x4
- 10" 6 bolt dresser- x2
- 2" slip coupling x2
- 4" slip coupling x2
- 8"x6" sch 40 wye x2
- 8"x4" sch 40 wye x2
- 6"x 4" sewer saddle
- 8"x6" sewer saddle
- 6" truss street ell
- 10"x6": sewer saddle
- 8"x6" truss tee

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

SEPTEMBER 17, 2024

IN RE: EXTENSION OF CITY UTILITIES OUTSIDE THE CITY LIMITS

There came for discussion the matter of a request for water services for Dianne J Wiley, located at 463 Bethlehem Road, outside the city limits of Batesville.

Upon recommendation of Public Works Director Newt Benson and upon motion of Alderman Walton and second of Alderman Harrison and upon unanimous vote taken, it was ordered that city water services be provided to Dianne J Wiley’s property located at 463 Bethlehem Road, contingent upon and subject to him paying \$1,725.62 for said service in advance of such extension. A copy of the total amount owed by Dianne J Wiley, is as follows:

9/11/2024

Quote #: 76

Page: 1

Quoted To:

water/sewer

103 collage st.

Phone:

Cust PO:

Reference: Dianne J Wiley

Terms:

Ship Via:

Salesperson: MARK

Valid Through: 9/25/2024

Stock Code	Description	Taxable	Quantity	Price	Extended
BACKHOE#4	Equipment on Job	N	2.00	44.00	88.00
TOTAL LABOR	Total Labor on Job	N	1.00	149.62	149.62
TOTAL OF MISC. MATE	4" SEWER CONNECTION	N	1.00	600.00	600.00
TOTAL OF MISC. MATE	DEPOSIT	N	1.00	100.00	100.00
TOTAL OF MISC. MATE		N	1.00	750.00	750.00
TRUCK#11	Equipment on Job	N	2.00	19.00	38.00

9/11/2024

Quote for Dianne J Wiley

463 Bethlehem Rd.

Water and Sewer new hook up

SubTotal:

1,725.62

Tax:

0.00

Shipping:

0.00

Total:

1,725.62

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

SEPTEMBER 17, 2024

IN RE: TRANSFER PROPERTY – CIVIC CENTER

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the 1000-gallon water trailer, located at the Batesville Civic Center, be and it is hereby transferred to the Street Department.

IN RE: SURPLUS PROPERTY-PARKS & RECREATION

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

RESOLUTION

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

Manitowoc Series 200 (Inventory #33867)

SEPTEMBER 17, 2024

IN OPEN SESSION

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

IN THE CLOSED MEETING

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

On motion made by Alderman Harrison, seconded by Alderman Morrow, and unanimously carried upon the affirmative votes of Aldermen Land, Walton, Dugger, Morrow and Harrison it was ordered that the Mayor and Board of Aldermen go into executive session in order to expansion of existing businesses in the city and personnel matters.

IN OPEN MEETING

The Mayor announced that the Mayor and Board of Aldermen will go into executive session for the purpose of expansion of existing businesses in the city and personnel matters and that the total vote on the motion to go into executive session was five (5) aldermen in favor and no aldermen opposed. Those present in the open meeting were Mayor Ferrell; Aldermen Harrison, Land, Dugger, Morrow and Walton; City Attorney Colmon Mitchell; Chief of Police Dennis Darby; City Clerk Shonnah Weaver and Administrative Assistant Sulli Woods.

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

SEPTEMBER 17, 2024

IN EXECUTIVE SESSION

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

There came on discussion of personnel matters. (Public Works Director Newt Benson and Street Superintendent Shelton Hawkins were present during this conversation.)

There came on for discussion of expansion of existing businesses in the city.

There next came on for discussion of personnel matters.

IN OPEN MEETING

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

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

SEPTEMBER 17, 2024

IN RE: PERSONNEL MATTER

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that Kenya Bobo in the Street Department be and he is hereby terminated for reasons discussed in executive session.

IN RE: PERSONNEL MATTER- BUDGET

Upon motion of Alderman Morrow and second of Alderman Harrison and upon unanimous vote taken, it was ordered that the individual raises, longevity and cost of living approved for the FY 2025 will become effective October 3, 2024, to stay consistent with payroll pay periods. The pay date with the new pay rate will be October 25, 2024.

IN RE: PERSONNEL MATTER- POLICE RAISES

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was approved for Dennis Darby, Barry Thompson, Kati Overall, Holly White and Benji Caine to receive a \$2.00 per hour increase plus longevity and further ordered Ruby Myers, Greg Jones and Robert Ales receive a 2% cost of living increase plus longevity, effective October 3, 2024.

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

SEPTEMBER 17, 2024

IN RE: PERSONNEL MATTER- INDIVIDUAL RAISES

Upon motion of Alderman Harrison and second of Alderman Morrow and upon unanimous vote taken, it was ordered for every employee that did not get a dollar amount raise will receive a 2% cost of living raise plus longevity excluding Civic Center Director Rodney Holley.

Department	Employee Name	Superintendent Requested Increase	Effective Date
Street	Randy King	1.00	10/3/2024
Street	Curtis Robison	1.00	10/3/2024
Street	Kendron Faulkner	1.00	10/3/2024
Street	Johnathan Jackson	1.00	10/3/2024
Sanitation	Denarrius King	1.00	10/3/2024
Sanitation	Kevin Calvin	1.00	10/3/2024
Parks	Ricky Scott	1.00	10/3/2024
Parks	John Taylor	1.00	10/3/2024
Parks	Terry Townsend	0.50	10/3/2024
Parks	Bill Kairit	0.50	10/3/2024
Parks	Heath Fullilove	1.01	10/3/2024
BCC	Dawn Mitchell	1.50	10/3/2024
Water	Willie Williams	1.50	10/3/2024
Water	Rodney Alewine	1.15	10/3/2024
Water	Darrin Smallie	1.50	10/3/2024
Water	Debbie Turner	1.00	10/3/2024
WWTP	Landon Morrow	1.15	10/3/2024
Gas	Steve Caldwell	3.59	10/3/2024
Gas	William Langston	2.00	10/3/2024
Gas	Levi Burns	1.00	10/3/2024
Gas	Kevin Hardrick	0.50	10/3/2024
Gas	Stacy Miles	1.00	10/3/2024
Gas	Andrew Embrey	1.00	10/3/2024
Code	Andy Berryhill	1.00	10/3/2024
S/F	Beth Austin	2.00	10/3/2024
S/F	Sherry Breland	2.00	10/3/2024
S/F	Bridget Burks	1.00	10/3/2024
S/F	Eloise Cosby	1.00	10/3/2024
S/F	Ryley Boyero	1.00	10/3/2024
S/F	Lindsey "Sulli" Woods	2.00	10/3/2024
S/F	Cindy Roper	1.00	10/3/2024
SUPERVISOR			
ASSISTANT			

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

SEPTEMBER 17, 2024

IN RE: PERSONNEL MATTER- POLICE PAY SCALE

Upon motion of Alderman Harrison and second of Alderman Land and upon unanimous vote taken, it was ordered that the pay scale for the Police Department, be and it is hereby approved. Effective October 3, 2024.

Batesville Police Department Pay Scale Proposal			
Patrol		Per Hour	
PT	Part Time	\$	18.00
PPO	Uncertified Patrolman	\$	20.06
P1	Certified under 24 months	\$	22.36
P2	Certified 25 - 60 months	\$	23.25
P3	Certified 60 months and up	\$	24.15
S1	Sergeant rank under 60 months	\$	25.93
S2	Sergeant rank over 60 months	\$	26.83
L1	Lieutenant rank under 60 months	\$	27.72
L2	Lieutenant rank over 60 months	\$	28.62
C1	Captain rank under 60 months	\$	31.73
C2	Captain rank over 60 months	\$	32.69
Investigations			
I1	Investigator	\$	27.88
I2	Sergeant of investigation	\$	29.32
I3	Lieutenant of investigation	\$	30.76
Communications			
PCO	Uncertified Dispatcher	\$	15.39
D1	Certified under 24 months	\$	16.39
D2	Certified 25 - 60 months	\$	17.39
DS	Communication Supervisor	\$	19.39

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

SEPTEMBER 17, 2024

Upon motion duly made and seconded, the meeting was adjourned to reconvene at 10:00 o'clock a.m., Friday, September 27, 2024, at the City Hall at 103 College Street, Batesville, Mississippi.

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

Mayor

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

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

SEPTEMBER 17, 2024

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

The adjourned 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 27th day of September 2024

Hour: 10:00 a.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.