

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON APRIL 21, 2020 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
ATTORNEY	ROCKY EATON
ALDERMEN	BRAD AMACKER CRAIG BULLOCK DAVID CLAYTON TONY DUCKER CLINT MOORE STEVE STRINGER
OTHERS	HASKEL BURNS DARYL JENSEN

MAYOR MARX DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.

THE INVOCATION WAS OFFERED BY CRAIG BULLOCK

THE PLEDGE OF ALLEGIANCE WAS RECITED.

MAYOR MARX ANNOUNCED THAT IN COOPERATION WITH THE SHELTER AT HOME ORDER IN RESPONSE TO COVID 19, AND ABIDING BY THE OPEN MEETINGS ACT THE MEETING IS BEING STREAMED VIA FACEBOOK LIVE SO THAT THE PUBLIC CAN WATCH.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING AGENDA. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE MINUTES FROM THE REGULAR MEETING OF APRIL 7, 2020.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF APRIL 7, 2020 AS WRITTEN. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO CONTINUE THE PROCLAMATION OF EMERGENCY UNTIL APRIL 21, 2020

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO CONTINUE THE PROCLAMATION OF EMERGENCY UNTIL FURTHER NOTICE. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED AN INTERLOCAL AGREEMENT WITH THE TWELFTH DISTRICT METRO TASK FORCE

EXHIBIT "A"

AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE INTERLOCAL AGREEMENT WITH THE TWELFTH DISTRICT METRO TASK FORCE. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MARCH 2020.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MARCH 2020. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE CONTRACT WITH SHOWS, DEARMAN & WAITS FOR ENGINEERING SERVICES RELATED TO 2020 STREET OVERLAY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE CONTRACT WITH SHOWS, DEARMAN & WAITS ENGINEERING FOR SERVICES RELATED TO 2020 STREET OVERLAY. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDINANCE GRANTING A FRANCHISE AGREEMENT TO TELEPAK NETWORKS dba CSPIRE FIBER.

EXHIBIT "B"

ORDINANCE 2020 (141)

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, MAYOR MARX REPORTED THAT HE BELIEVES THE CITY SHOULD CONTINUE TO FOLLOW THE GUIDELINES SET FORTH BY THE GOVERNOR AS FAR AS BUSINESSES REOPENING, ETC.

THEREUPON, DARYL JENSEN READ A QUESTION FROM A FACEBOOK LIVE VIEWER. "ARE THE PLAYGROUNDS OPEN?" MAYOR MARX STATED THAT THE WALKING TRACKS ARE OPEN, BUT PLAYGROUND EQUIPMENT IS NOT OPEN.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADJOURN THE REGULAR MEETING OF APRIL 21, 2020. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED.



MELISSA MARIN, CITY CLERK

MAYOR MARX

EXHIBIT "A"

**TWELFTH CIRCUIT COURT
TASK FORCE "METRO" TEAM
INTER-LOCAL AGREEMENT**

This Agreement made the first day of _____, 20___, by the Board of Supervisors of Forrest and Perry counties, the Sheriffs of Forrest and Perry counties, Council for the City of Hattiesburg, the Hattiesburg Police Department, the Board of Aldermen for the City of Petal, the Petal Police Department, the President of the University of Southern Mississippi, the University of Southern Mississippi Police Department, and the District Attorney's Office for the Twelfth Circuit Court District of Mississippi,

WITNESSETH

Whereas, the Board of Supervisors of Forrest and Perry counties, Mississippi, the duly elected governing bodies of said counties with the duty in law of adequately funding the operations of the Office of Sheriff, as required by MISS. CODE ANN. § 19-25-13 (1972), as amended; and

Whereas, the Sheriffs of Forrest and Perry counties are charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances, organized crime, and street gang activity within said counties pursuant to MISS. CODE ANN. §41-29-109 (1972), §97-43-5 and §97-44-9, as amended; and

Whereas, the City Council for the City of Hattiesburg, Mississippi, the duly elected governing body of said municipality with the duty in law of adequately funding

the operations of the Hattiesburg Police Department, as required by MISS. CODE ANN. § 21-21-3 (1972), as amended; and

Whereas, the Hattiesburg Police Department is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances, organized crime, and street gang activity within the boundaries of the City of Hattiesburg pursuant to MISS. CODE ANN. § 41-29-109 (1972), §97-43-5 and §97-44-9, as amended; and

Whereas, the Board of Aldermen for the City of Petal, Mississippi, the duly elected governing body of said municipality with the duty in law of adequately funding the operations of the Petal Police Department, as required by MISS. CODE ANN. § 21-21-3 (1972), as amended; and

Whereas, the Petal Police Department is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances, organized crime, and street gang activity within the boundaries of the City of Petal pursuant to MISS. CODE ANN. § 41-29-109 (1972), §97-43-5 and §97-44-9, as amended; and

Whereas, the President of the University of Southern Mississippi, the duly elected governing body of said municipality with the duty in law of adequately funding the operations of the University of Southern Mississippi Police Department, as required by MISS. CODE ANN. § 21-21-3 (1972), as amended; and

Whereas, the University of Southern Mississippi Police Department is charged by

law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances, organized crime, and street gang activity within the boundaries of the University of Southern Mississippi pursuant to MISS. CODE ANN. § 41-29-109 (1972), §97-43-5 and §97-44-9, as amended; and

Whereas, the District Attorney's Office is charged with the prosecution of felony criminal offenses in the Twelfth Circuit Court District; and

Whereas, all of the above parties find and declare that violations related to organized violent crime and gang activity within the above-named counties and municipalities constitute a significant portion of all felony violations committed within said counties and municipalities and that coordinated law enforcement by the parties, as an exercise of their police power and their duty to protect the public from criminal activity, would effectively reduce these violations; and

Whereas, the above-named parties find and declare that a coordinated effort within said counties and municipalities to pursue individuals and violent gangs through sustained, proactive, coordinated investigations, to obtain prosecutions on violations such as racketeering, drug conspiracy, violations of the controlled substance laws, and firearms violations would provide the maximum effectiveness and efficiency in the enforcement of such laws for the least cost to the taxpayers; and

Whereas, the parties hereto find and declare that the joint effort authorized by this Agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and hereby provide a vital service that will best

serve the geographic, economic, and population factors which influence the needs and development of these communities; and

Whereas, the parties hereby state their benefits that such an efficient, coordinated law enforcement effort may best be accomplished through a formal agreement pursuant to the authority of the Inter-Local Cooperation Act of 1974, and MISS. CODE ANN. § 17-13-11 (1972), as amended, which requires approval by the Attorney General of an agreement executed pursuant to MISS. CODE ANN. § 17-13-1, et seq. (1972), as amended.

Now, Therefore, for and in consideration of the mutual covenants and agreements contained herein and pursuant to the authority of MISS. CODE ANN. § 17-13-1, et seq. (1972), as amended, the Board of Supervisors of Forrest and Perry counties, the Sheriffs of Forrest and Perry counties, the Council of the City of Hattiesburg, the Hattiesburg Police Department, the Board of Aldermen of the City of Petal, the Petal Police Department, the President of the University of Southern Mississippi, the University of Southern Mississippi Police Department, and the District Attorney's Office of the Twelfth Circuit Court District (also collectively or individually called Agencies or Agents) hereby agree as follows:

I. This Agreement shall take effect upon the date of approval by Attorney General of Mississippi, and shall continue in force and effect until terminated by all parties hereto. This Agreement may be modified by the parties hereto; however, any modification of this Agreement shall be approved by the Attorney General prior to implementation of the modification.

EXHIBIT "A"

II. A. There is hereby established a joint, cooperative effort to pursue individuals and violent gangs through sustained, proactive, coordinated investigations, to obtain prosecutions on violations such as racketeering, drug conspiracy, violations of the controlled substance laws, and firearms violations in the aforementioned areas. For the purpose of this Agreement, this joint effort and personnel involved therein shall be referred to as Twelfth Circuit Court Task Force (hereinafter "METRO").

B. A secondary objective shall be the collection, analysis and dissemination to authorized users of general criminal and drug intelligence. Full coordination and cooperation in the sharing of appropriate intelligence among all state, county and city agencies within the geographical area served by METRO is encouraged.

C. METRO shall concentrate the enforcement activities within the counties of Forrest and Perry. Individual officers may engage in enforcement activities outside the agency by whom they are employed only if the lawful authority in the jurisdiction in which they are to operate has duly appointed such officers to be law enforcement officers within said jurisdiction, authorizing such officers to enforce the law in that jurisdiction. In addition, individual officers may not conduct law enforcement activities outside their original jurisdictions without the express approval of the Commander. The head of each law enforcement agency shall submit to the Commander a letter appointing such officers/deputies deemed appropriate by them for consideration as METRO agents to perform duties inside the two-county area covered by this Agreement. Individual officers will not be assigned to participate in non-Twelfth Circuit Court Task Force cases outside

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be administrated by the officer's parent agency. The Commander shall have authority to temporarily suspend any agent from METRO. Final action shall be vested with the District Attorney, respective Sheriffs, and respective Chiefs of Police.

B. All matters concerning employment compensation, wage and hour concerns under the Fair Labor Standards Act (FLSA), Workers Compensation, and any other matters relating to employer-employee relations are the sole responsibility of the employee's primary agency. Legal representation for claims arising from the performance of duties under this Agreement must come from each officer's permanent employer. Each Agency has liability insurance or is otherwise covered by the Mississippi Tort Claims Act.

C. All officers assigned to METRO will be subject to random urinalysis and/or polygraph testing at the discretion of the District Attorney, Sheriffs, Chiefs of Police, or the Commander.

D. The fidelity bond of the officers assigned by the Agencies shall be paid by their Agencies. All officers must be individually named on their Agencies' bonds. Blanket bonds are not sufficient.

E. Agencies shall compensate their officers and defray their expenses while such officers operate under this contract. Officers assigned to METRO shall receive normal compensation and expenses in the manner currently used by participating Agencies.

VI. A. The Commander shall be responsible for establishing procedures for

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the jurisdiction of their employing agency.

D. METRO shall have only the powers and authority granted the counties and cities by statute, particularly those set forth in the preamble to this Agreement, and shall have no powers or authority except that which may be granted the Agencies in the enforcement of the criminal laws regarding controlled substances, organized crime, and street gang activity.

E. The specific statutory authority vested in each party to this Agreement is MISS. CODE ANN. § 41-29-109, et seq. (1972), §97-44-9, and §97-43-5, as amended.

III. The Commander shall be selected by the agreement of the parties hereto. The Commander shall be responsible for preparation and delivery of all reports, collection and preservation of evidence, evidence chain of custody, documentation relating to informants, and accounting and monetary operations. The Commander shall have operational command of METRO. The Commander shall operate pursuant to state law, and the regulations and policies of the participating agencies. He shall comply with all accounting requirements imposed by law and by direction of the Auditor of the State of Mississippi.

IV. Each participating agency shall pay its own expenses.

V. A. Each participating agency shall, through its chief law enforcement officer, assign personnel to temporary, part-time or full-time duty with METRO. Any such person assigned shall work under the immediate supervision and direction of the Commander. However, any disciplinary actions beyond dismissal from METRO, shall

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the proper conduct of financial affairs, in accordance with existing State Department of Audit regulations, including procedures which may be necessary to ensure that regulations for use of funds by the participating Agencies are followed.

B. Participating Agencies may supply sums of money to be used in procuring evidence, as defined in MISS. CODE ANN. § 99-27-37 (1972), as amended, which shall be expended and accounted for. It is understood that METRO does not have the authority to own or hold assets independently of the participating Agencies.

C. The District Attorney's Office of the Twelfth Circuit Court District shall handle all forfeitures arising from seizures made under this Agreement and shall receive 10% of said forfeitures before division plus court and publication costs. Whenever forfeiture money is involved, mailing costs, filing fees, the District Attorney's 10%, and other miscellaneous costs shall be deducted from the forfeiture proceeds. The University of Southern Mississippi is not a supplying agent; therefore, they will not receive any distribution of forfeited money.

Distribution of forfeited money shall be made as follows:

METRO INITIATED CASES
10% to the Twelfth Circuit District Attorney's Office
10% to Forrest County for supplemental pay of the Asset Forfeiture Officer
40% to METRO
10% each to the Forrest County Sheriff's Department, Hattiesburg Police Department, Petal Police Department, and Perry County Sheriff's Department

HATTIESBURG INITIATED CASES
10% to the Twelfth Circuit District Attorney's Office

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EXHIBIT "A"

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer
40% to Hattiesburg Police Department
25% to METRO
5% each to the Forrest County Sheriff's Department, Petal Police
Department, and Perry County Sheriff's Department

PETAL INITIATED CASES

10% to the Twelfth Circuit District Attorney's Office
10% to Forrest County for supplemental pay of the Asset Forfeiture Officer
40% to Petal Police Department
25% to METRO
5% each to the Forrest County Sheriff's Department, Hattiesburg Police
Department, and Perry County Sheriff's Department

FORREST COUNTY INITIATED CASES

10% to the Twelfth Circuit District Attorney's Office
10% to Forrest County for supplemental pay of the Asset Forfeiture Officer
40% to Forrest County Sheriff's Department
25% to METRO
5% each to the Hattiesburg Police Department, Petal Police Department,
and Perry County Sheriff's Department

PERRY COUNTY INITIATED CASES

10% to the Twelfth Circuit District Attorney's Office
10% to Forrest County for supplemental pay of the Asset Forfeiture Officer
40% to Perry County Sheriff's Department
25% to METRO
5% each to the Forrest County Sheriff's Department, Hattiesburg Police
Department, and Petal Police Department

Distribution of forfeited vehicles, guns or other property shall be made as follows:

All METRO seizures, and Hattiesburg Police Department gun seizures, shall be turned over to the Forrest County Sheriff's Department to be sold at public auction with all proceeds therefrom going to METRO to be placed in the METRO operating fund. All other seizures shall go to the seizing agency, which agency shall then be responsible for all maintenance, insurance, and other costs associated with the property.

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shall have provided the funds with which the property was acquired. A complete inventory of the property and the owner thereof shall be maintained by the Commander. Upon termination of this Agreement, all equipment, materials and other tangible items purchased shall be the property of the agency which provided funds for the purchase and shall be delivered to the agency within thirty (30) days after termination of this Agreement. Any property purchased with joint funds or otherwise acquired by METRO shall, upon agreement and total dissolution of METRO, be divided among the agencies participating in METRO at such time according to agreement reached by the agencies. If no agreement is reached by such agencies within thirty (30) days of dissolution, then property purchased with joint funds or otherwise acquired by METRO shall be sold and, after deducting sale costs, the proceeds shall be equally divided among the agencies participating in the Agreement. Participating Agencies may own assets which, per this Agreement, are made available for use by METRO. The participating Agencies may jointly own some or all of the assets.

D. This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and shall thereafter be filed for record with the chancery clerks of the counties, and a copy of the Agreement shall be filed with the Secretary of State Department of Audit within sixty (60) days after approval. METRO shall operate under the name Twelfth Circuit Court Task Force and shall be filed with the appropriate agencies under this name.

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D. The allocation, distribution and timing of distributions may be amended or changed by approval of the majority vote of METRO members. In the event more than one agency participated in the forfeiture and the members cannot agree on the distribution of the assets, the District Attorney for the Twelfth Circuit Court District shall make the ruling on the distribution of the assets.

E. Each agency shall be responsible for maintenance of their vehicles. The use by METRO of any existing equipment or materials owned by member agencies shall not be construed to transfer title to METRO.

F. All news releases pertaining to METRO enforcement activity shall be formulated by the Commander and the heads of the affected law enforcement agencies.

VII. A. Any party to this Agreement may terminate its participation in METRO by giving notice in writing to the other parties. Such notice shall be forwarded by certified mail, return receipt requested, or by hand delivery. In the event any party hereto terminates participation in METRO, the remaining parties may continue to operate under this Agreement.

B. No amendment to this Agreement shall be effective unless it is set forth in writing and adopted by all parties hereto in the manner provided by law and under this Agreement. New law enforcement agencies may be admitted to participate in METRO by unanimous approval of the participating agencies.

C. Any and all personal property acquired for the operation of METRO shall be acquired in the name of and title shall vest in the party to this Agreement who

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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

Lin Carter
District Attorney
Twelfth Circuit Court District

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EXHIBIT "A"

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

President, Board of Supervisors
Forrest County

Attest:

Chancery Clerk
Forrest County

Sheriff
Forrest County

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

President, Board of Supervisors
Perry County

Attest:

Chancery Clerk
Perry County

Sheriff
Perry County

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

President, City Council
City of Hattiesburg

Attest:

Municipal Clerk
City of Hattiesburg

Chief of Police
City of Hattiesburg

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

Hal M...

President, Board of Aldermen
City of Petal
Mayor



M. Haman

Municipal Clerk
City of Petal

Chief of Police
City of Petal

**AN ORDINANCE OF THE CITY OF PETAL, MISSISSIPPI
GRANTING A NON-EXCLUSIVE FRANCHISE
TO TELEPAK NETWORKS, INC.
TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE
FIBER OPTIC CABLE
AND APPURTENANT TELECOMMUNICATIONS FACILITIES
IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES,
ALLEYS
HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES
IN THE CITY OF PETAL, MISSISSIPPI**

WHEREAS, Telepak Networks, Inc. dba C-Spire Fiber ("Telepak"), is a Mississippi corporation, incorporated or organized, among other things for the purpose of constructing telephone lines and furnishing intrastate telecommunications services in the State of Mississippi. Telepak obtained a certificate of public convenience and necessity to provide such telecommunications services in Mississippi on October 14, 1999, in Mississippi Public Service Commission Docket No. 99-UA-621; and

WHEREAS, Telepak is in the process of constructing certain telecommunications facilities as authorized by the Mississippi Public Service Commission in Docket No. 99-UA-621. A portion of these facilities will be located within the city limits of Petal, Mississippi; and

WHEREAS, Section 77-9-711 of the Mississippi Code of 1972, as amended, grants companies such as Telepak the authority to construct telecommunications facilities along and across public highways and streets, but not in a manner so as to be dangerous to persons or property or to unreasonably interfere with the common use of such highways and streets; and

WHEREAS, Section 77-9-713 of the Mississippi Code of 1972, as amended, authorizes the City of Petal, Mississippi the authority to regulate the manner in which such facilities shall be constructed and maintained along and within the rights-of-way of the municipality's streets; and

WHEREAS, the City of Petal, Mississippi does hereby find and adjudicate that the incorporated proposal of Telepak for the operation of a telecommunications facility in Petal, Mississippi is in the best interest of the citizens of the City of Petal, Mississippi and that the following franchise agreement is reasonable and in the best interests of the City of Petal, Mississippi. The City of Petal, Mississippi is authorized under the provisions of Sections 21-27-1, 21-13-3, and 77-9-713 of the Mississippi Code of 1972, as amended, to grant the franchise and the ordinance should be adopted.

**THEREFORE BE IT ORDAINED BY THE MAYOR AND ALDERMAN OF THE
CITY OF PETAL, MISSISSIPPI AS FOLLOWS:**

TELECOMMUNICATIONS FRANCHISE AGREEMENT

BETWEEN

THE CITY OF PETAL, MISSISSIPPI

AND

TELEPAK NETWORKS, INC.

April 21, 2020

The City of Petal, Mississippi, a Mississippi municipal corporation ("City"), and Telepak Networks, Inc. dba C-Spire Fiber, a Mississippi corporation ("Telepak"), enter into this Telecommunications Franchise Agreement ("Agreement") as of April 21, 2020 (the "Agreement Date"). City and Telepak are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

UNDERSTANDING

- A. Telepak has applied for a franchise from the City for the purposes of laying, constructing, maintaining, replacing, repairing, and operating a Telecommunications System (as defined herein) which may be used to provide Telecommunications Services (as defined herein), Video Services (as defined herein), and/or Other Services (as defined herein) to customers located in the City as determined by Telepak.
- B. Telepak has provided the Mayor and Board of Aldermen with a franchise proposal, which the City, its representatives and Telepak have discussed and adjusted in accordance with the needs and interests of the City and its citizens, taking into account the costs.
- C. The Board of Aldermen, after evaluating Telepak's final proposal in the form of this Agreement, and after hearing the comments of interested parties, has determined that Telepak has the financial, legal and technical ability to fulfill the obligations under this Agreement. The City has further determined that it will serve the public interest to grant Telepak a franchise on the terms and conditions of this Agreement.

Based on the above understanding, the Parties enter into this Agreement.

AGREEMENT

SECTION I-DEFINITIONS

1. Definitions.

For the purpose of this Agreement, the following terms, phrase, words, and abbreviations shall have the following meanings:

"Affiliates" means an entity which, owns or controls, is owned or controlled by, or is under common ownership or control with Telepak.

"Agreement" means this Telecommunications Franchise Agreement, as amended.

"Agreement Date" means April 21, 2020.

"Basic Video Services Tier" means the Video Services tier which includes the retransmission of local television broadcast signals and which is also the tier to which the largest number of Subscribers are currently purchasing.

"Facilities" means all fiber optic wires, poles, wires, telecommunications, amplifiers, electronics, antennas, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services (as defined herein) under this Agreement.

"FCC" means Federal Communications Commission.

"Franchise" means an initial authorization or renewal issued by the City, whether such authorization is designed as an agreement, franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes the construction and operation of the Telecommunications System for the purpose of offering Services to Subscribers.

"Gross Revenues" means any revenue derived by Telepak from the operation of the Telecommunications System to provide Telecommunications Services and Video Services to Subscribers in the Service Area, adjusted for non-payment. Gross Revenues shall include Video Services fees for Telepak's local calling plan offering. The term Telecommunications Services fees for Telepak's local calling plan offering. The term Gross Revenues shall not include any taxes on Services furnished by Telepak or franchise fees imposed by any municipality, state, or other governmental unit and collected by Telepak for such governmental unit.

"Other Services" means services lawfully provided by Telepak in the Service Area in addition to Telecommunications Services and Video Services, including, without limitation, private network services, broadband services, internet access services, voice mail, call waiting, call forwarding, and distance learning services.

producing or transmitting content over the PEG Access channel. Telepak shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

3. Return of PEG Access Capacity to Telepak.

In the event that unused capacity exists on the PEG Access channel, Telepak may request the City to return that capacity to Telepak for Telepak's use. The City shall not unreasonably deny such request.

SECTION V-REGULATION BY THE CITY

1. Franchise Fee.

The City represents, pursuant to Section 253 of the Federal Telecommunications Act of 1996, that the Franchise Fees herein are a reasonable approximation of actual and direct costs incurred by the City to manage Telepak's use of the Public Ways, are fair and reasonable compensation for the management of the Public Ways and are competitively neutral and non-discriminatory. The City acknowledges that any other fees charged to Telepak pursuant to the construction and operation of the Telecommunications System will be deducted from the fees set out below.

(a) Telepak shall pay to the City a Franchise fee equal to the lesser of: (i) five percent (5%) of Gross Revenues received by Telepak from sale of the Basic Video Services Tier to Subscribers within the City; or (ii) the lowest percentage payable by a third party provider of Video Services to Subscribers within the City.

(b) Telepak shall also pay to the City a Franchise fee equal to two percent (2%) of Gross Revenues received by Telepak from the sale of Telecommunications Services (local calling plan only) to Subscribers within the City.

(c) The Franchise fee payments set forth in (a) and (b) above shall be computed quarterly as of the last day of March, June, September, and December of each year, and shall be due and payable sixty (60) days after the close of each quarter. Each payment shall be accompanied by a brief report from Telepak showing the basis for the computation. Each payment must be received by the City on the due date. Telepak shall pay City an additional charge of one percent (1%) per month, for each month the total amount due to the City is not received by City by the due date.

(d) All amounts paid shall be subject to audit by City no more than once each calendar year upon at least ten (10) business days prior written notice to Telepak. If any audit reveals an underpayment by Telepak of five percent (5%) or more during any

¹ City will cooperate with Telepak to determine the lowest rate payable by other providers of Video Services to Subscribers in the City prior to execution of this Agreement.

"PEG Access" means the public, educational and governmental access to a channel on the Telecommunications System dedicated by Telepak to the City under this Agreement.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

"Public Way" means the surface of, and the space above and below, any public street, highway, bridge, alley, sidewalk, easement or other public right-of-way, including, without limitation, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses held by the City in the Service Area. Public Way is also defined to include any City owned utility poles and other City-owned structures, such as rooftops, for the purposes of this Agreement.

"Services" collectively refers to Telecommunications Services, Other Services and Video Services to be offered by Telepak, at its discretion in the Service Area, but does not necessarily include all or any of such services.

"Service Area" means the areas of the City where Subscribers are reasonably accessible from the distribution network of the Telecommunications System.

"Subscribers" means a Person who lawfully receives Services with Telepak's express permission.

"Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used that are provided entirely on the Telecommunications System.

"Telecommunications System" means Telepak's Facilities within the City. The Telecommunications System is designed to provide Services to Subscribers.

"Telepak" means Telepak Networks, Inc., or its lawful successor or assigns.

"Video Services" means the one-way transmission to Subscribers in their residence or commercial premises within Service Area of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services (information that Telepak makes available to all Subscribers generally) via a secure, closed transmission path (i.e., not including over-the-top or other services or applications delivering video over the open Internet).

annual audit period, Telepak shall be responsible for City's reasonable cost of post-audit costs associated with the audit. Any underpayments shall be paid to City within ten business days after notification to Telepak.

(c) In the event the City grants or has granted another third-party provider a rate for calculating the Franchise Fee(s) that is less than the percentages provided in paragraph (a), this Agreement shall be automatically amended without any action required by the parties to adjust the percentage to the different rate given to such provider, provided that such rate does not exceed the maximum fee permitted by 47 U.S.C. §542(b).

2. Transfer of Franchise.

Telepak must notify the City not less than sixty (60) days prior to any proposed sale or transfer of this Franchise. Telepak shall not sell, assign, transfer or dispose of its interest in the Franchise or the Agreement without the prior written consent of the City, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Telepak may assign this Agreement to a purchaser of its voting stock or all or substantially all of its assets without consent but with written notice to City.

SECTION VI-OPERATIONAL STANDARDS

1. Condition of Street Occupancy.

Telepak shall install all Facilities so as to minimize interference with the proper use of Public Ways, public utilities, and with the rights and reasonable convenience of City and property owners whose property adjoins any Public Ways. Telepak and the City will comply with Section 77-13-1 et seq. of the Mississippi Code of 1972, as amended ("Mississippi One Call" statute). The City shall locate its utility lines promptly as required by the Mississippi One Call statute. Telepak will not locate the City's utility lines or those of any third party physically or on maps or drawings. Upon completion of its built drawings for any Facilities in the Public Ways, Telepak will furnish an as built drawing of the Facilities located within the Public Ways of the City to the City.

2. Restoration of Public Ways.

Telepak shall restore any disturbance it causes to any Public Way to a condition reasonably comparable to the condition of the Public Way existing before the disturbance.

3. Relocation at Request of City.

After receipt of at least ninety (90) days prior written notice, Telepak shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or re-locate in the Public Way, any property of Telepak when lawfully required by the

SECTION II-GRANT OF FRANCHISE

1. Grant.

The City grants to Telepak a non-exclusive franchise authorizing Telepak to construct and operate a Telecommunications System in the Public Ways and to Offer Services within the Service Area. Subject to the terms of this Agreement and applicable law, Telepak may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Public Way.

2. Term.

The Franchise granted under this Agreement shall be for an initial term of twenty-five (25) years from the Agreement Date, unless otherwise lawfully terminated (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew for two (2) consecutive periods of ten (10) years (each a "Renewal Term") unless Telepak gives the City notice of its intention not to renew at least six (6) months prior to the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the "Term." At the end of the Term either Party may commence negotiations for a renewal of the Franchise by giving the other Party written notice not more than two (2) years prior to the end of the Term.

SECTION III-SYSTEM CONSTRUCTION

1. System Construction.

(a) When Telepak wishes to construct a portion of its Telecommunications System it shall provide City with written notice thereof along with drawings of the proposed locations of its Facilities ("Construction Notice"). The City shall have five (5) business days from its receipt of the Construction Notice to notify Telepak of any issues. Once the Construction Notice shall be deemed approved and Telepak may thereafter begin construction. If the City notifies Telepak of any issues with the Construction Notice within the five (5) business day period, the Parties shall promptly meet (no more than five (5) business days later) to discuss the requested adjustments to Telepak's construction plans and work in good faith to resolve any issue within five (5) business days of their first meeting. Thereafter, Telepak will deliver to the City a revised Construction Notice reflecting the agreed upon changes to its construction plans and from that point Telepak shall be permitted to move forward with its construction. The foregoing shall constitute the permitting/approval process for Telepak's Facilities notwithstanding any other City ordinances. The City shall not charge Telepak any permitting fees of any kind during the Term.

(b) Upon completion of any construction and as built drawings of the Telecommunications System during the Term, Telepak shall provide the City with as built drawings of Telepak's current Telecommunications System. The City agrees that Telepak is under no obligation to build its Facilities to cover the entire City, to serve any

particular Person located in the City, or otherwise. The decision of when and where to construct its Facilities is solely within the discretion of Telepak as is the determination of what Services to provide during the Term.

(c) Within ten (10) days of the Agreement Date the City will provide Telepak with written notice of one Person to be Telepak's point of contact during the Term of this Agreement (the "Project Manager"). The Project Manager shall have the authority to approve Construction Notices and to otherwise deal with Telepak under the terms of this Agreement. The Project Manager may be changed by the City at any time upon ten (10) days prior written notice to Telepak.

2. Conditions on Commencement of Upgrading.

The City acknowledges that Telepak has based its plans and cost estimates on reasonable access to Public Ways, City's utility poles, conduits, Subscriber premises, and other space and City-owned structures for Telepak's Facilities. Telepak reserves the right to adjust its construction plans and timing or rescind this Agreement in the event that Telepak faces substantial interference or delay in such access. Throughout the Term of this Agreement, Telepak shall be entitled expand and upgrade its Telecommunications System as it deems reasonably necessary. In addition, City will allow Telepak access to poles and other structures suitable for the siting of Telepak's Facilities, such as rooftops, owned by City at no cost for the purpose of attaching its Facilities, provided there is room for such pole attachments and/or Facilities and Telepak pays for the costs of installation, removal, and maintenance of its Facilities on such City-owned poles or structures. If required by the specific installation of Facilities on City owned poles or structures, the City will provide electricity at its expense to power the Telepak Facilities installed on the poles or other structures, as applicable.

SECTION IV-PUBLIC, EDUCATION AND GOVERNMENT ACCESS CHANNEL

1. PEG Access Channel.

At any time after the completion of the initial construction of the Telecommunications System under Section III(1), and provided the Telepak is offering Video Services over the Facilities, the City may request Telepak to provide the City one (1) video channel for noncommercial PEG Access use. Telepak shall provide the PEG Access channel within one hundred and eighty (180) days of City's request.

2. Regulation of PEG Access Channel.

The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. Telepak shall have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be solely responsible for all costs, expenses, and equipment necessary for and related to

producing or transmitting content over the PEG Access channel. Telepak shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

3. Return of PEG Access Capacity to Telepak.

In the event that unused capacity exists on the PEG Access channel, Telepak may request the City to return that capacity to Telepak for Telepak's use. The City shall not unreasonably deny such request.

SECTION V-REGULATION BY THE CITY

1. Franchise Fee.

The City represents, pursuant to Section 253 of the Federal Telecommunications Act of 1996, that the Franchise Fees herein are a reasonable approximation of actual and direct costs incurred by the City to manage Telepak's use of the Public Ways, are fair and reasonable compensation for the management of the Public Ways and are competitively neutral and non-discriminatory. The City acknowledges that any other fees charged to Telepak pursuant to the construction and operation of the Telecommunications System will be deducted from the fees set out below.

(a) Telepak shall pay to the City a Franchise fee equal to the lesser of: (i) five percent (5%) of Gross Revenues received by Telepak from sale of the Basic Video Services Tier to Subscribers within the City; or (ii) the lowest percentage payable by a third party provider of Video Services to Subscribers within the City.

(b) Telepak shall also pay to the City a Franchise fee equal to two percent (2%) of Gross Revenues received by Telepak from the sale of Telecommunications Services (local calling plan only) to Subscribers within the City.

(c) The Franchise fee payments set forth in (a) and (b) above shall be computed quarterly as of the last day of March, June, September, and December of each year, and shall be due and payable sixty (60) days after the close of each quarter. Each payment shall be accompanied by a brief report from Telepak showing the basis for the computation. Each payment must be received by the City on the due date. Telepak shall pay City an additional charge of one percent (1%) per month, for each month the total amount due to the City is not received by City by the due date.

(d) All amounts paid shall be subject to audit by City no more than once each calendar year upon at least ten (10) business days prior written notice to Telepak. If any audit reveals an underpayment by Telepak of five percent (5%) or more during any

¹ City will cooperate with Telepak to determine the lowest rate payable by other providers of Video Services to Subscribers in the City prior to execution of this Agreement.

City by reason of traffic conditions, public safety, street abandonment, freeways, street construction, change or establishment of street grade, installation of sewer, drains, gas or water pipes, or any other type of structures or improvements by the City. Telepak shall in all cases have the right to abandon its property.

4. Relocation at Request of Third Party.

On the request of any Person holding a building construction or moving permit issued by the City, Telepak shall temporarily relocate its Facilities to permit the construction or moving of such building, provided: (a) the expense of such temporary relocation is paid by the requesting Person; and (b) Telepak receives at least ninety (90) days prior written notice to arrange for such temporary relocation.

5. Trimming of Trees and Shrubs.

Telepak shall have the authority to trim trees or natural growth in Public Ways which may affect its Telecommunications System in the Service Area to prevent interference with Telepak's Facilities. Telepak shall reasonably compensate the City or property owner for any damages caused by such trimming or shall reasonably replace all trees or shrubs damaged and otherwise restore any other damage caused by or resulting from its activities.

6. Technical Standards.

Telepak shall install, operate, and maintain the Telecommunications System in a good and workmanlike manner, free from defects in material and workmanship, and in accordance with applicable FCC regulations. Telepak shall install its aerial facilities, if any, in accordance with requirements of the National Electric Safety Code in effect on the Agreement Date, and in such manner that they will not unreasonably interfere with installations of the City or of a public utility serving the City.

SECTION VII-COMPLIANCE AND MONITORING

Once per calendar year during the term of this Agreement and upon not less than thirty (30) business days' notice to Telepak, City may review Telepak's books and records pertaining to the Telecommunications System and the provision of Telecommunications Service within the Service Area at Telepak's business office during normal business hours and on a nondisruptive basis, as is reasonably necessary to monitor compliance with the terms of this Agreement. Telepak shall not be required to disclose information that is reasonably deemed to be proprietary or confidential. The City agrees to treat any information disclosed by Telepak as confidential and only to disclose it to employees, representatives, and agents that have a need to know.

3. Severability.

If the legislature or a court or regulatory agency or competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other provisions of this Agreement will remain in full force and effect for the term of the Agreement or any renewal.

4. Change of Law.

In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of City or Telepak to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in the law within thirty (30) days of the receipt of written notice so such change in law.

5. Entire Agreement.

This Agreement represents the entire agreement between the Parties as relates to the subject matter hereof. As such no other City ordinances shall apply to Telepak's provision of Services or construction of its Facilities as provided in this Agreement. Any and all other City ordinances which conflict with the terms of this Agreement are expressly superseded.

IN WITNESS WHEREOF, the Parties execute this separate page and Agreement as of the Agreement Date.

City of Petal, Mississippi

Hal Marx, Mayor

WITNESS:

Melissa Martin

Telepak Networks, Inc.

Alan Jones, Sr VP, Access and Deployment

WITNESS:

SECTION VIII-INSURANCE

Telepak shall maintain in full force and effect during the Term of this Agreement, comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, and property damages. Prior to commencing construction of the Telecommunications System, Telepak shall provide the City with a certificate of insurance designating it as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the City.

SECTION IX-ENFORCEMENT AND TERMINATION OF AGREEMENT

1. Notice of Noncompliance.

If the City believes that Telepak has not materially complied with any material term (other than payment of Franchise fees and charges) of this Agreement, it shall notify Telepak in writing. The notice shall state with specificity the basis for the alleged material noncompliance.

2. Telepak's Right to Cure or Respond.

Telepak shall have thirty (30) days from receipt of the notice described in Section IX(1) to respond as follows:

- (a) Respond to the City contesting the assertion of noncompliance;
(b) Cure the noncompliance; or

(c) In the event Telepak's commercially reasonable efforts cannot cure the noncompliance within the thirty (30) day period, Telepak shall initiate reasonable steps to remedy the noncompliance and notify the City of the steps being taken and the projected date of completion.

3. Public Hearing.

If Telepak fails to respond to the notice described in Section IX(1) under the procedures set forth in Section IX(2), or if Telepak does not cure the alleged noncompliance within sixty (60) days after receiving notice of noncompliance, the City shall schedule a public hearing to investigate the noncompliance. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than ten (10) business days from the expiration of the sixty (60) day period. The City shall notify Telepak in writing of the time and place of such meeting and provide Telepak with an opportunity to be heard.

4. Enforcement.

Alderman Stringer moved the adoption of the ordinance in its entirety, which motion was seconded by Alderman Clayton. The motion to adopt was passed by roll call vote as follows:

- Alderman Amacker voted: Aye
Alderman Bullock voted: Aye
Alderman Clayton voted: Aye
Alderman Ducker voted: Aye
Alderman King voted: Aye
Alderman Moore voted: Aye
Alderman Stringer voted: Aye

The Mayor then declared the ordinance adopted this the 21 day of April, 2020.

Hal Marx, Mayor

ATTEST:

Melissa Martin, City Clerk



Subject to applicable law, if the City, after a public hearing, where applicable, determines that Telepak remains in material noncompliance with a material term of this Agreement, the City may pursue the following remedies:

(a) In the case of a default of a material provision of this Agreement, terminate this Agreement and revoke the Franchise; or

(b) Commence an action at law for monetary damages or seek other equitable relief. Should the City prevail in any such action, Telepak shall pay City for its legal fees and attendant costs and expenses incurred in such action.

Telepak shall not be held in default for noncompliance with this Agreement, nor suffer any enforcement or penalty, where such noncompliance or alleged default is caused by strikes, acts of God, acts of terrorism, power outages, acts of the City, its employees, or representatives, or other events reasonable beyond its ability to control.

5. Failure to Pay Franchise Fees and Charges.

In the event the Telepak has not paid the City Franchise fees, and late charges owing under Section V, when due, City shall send Telepak a certified letter notifying Telepak it is in default. Telepak shall have fifteen (15) business days from the date of its receipt of the letter to cure the default. In the event Telepak fails to cure the default by paying all franchise fees and late charges due, then the City shall notify Telepak of City's intention to revoke the Franchise. The notice of intention to revoke Franchise shall be sent certified mail to Telepak not less than ten (10) business days prior to a Board Meeting of the City. The letter shall notify Telepak of the date, time, and place of the Board Meeting and the right of the Telepak to be present and participate meeting. At the Board Meeting, the City may revoke the Franchise of Telepak if it has not cured the default in full.

6. Upon the expiration or termination of this Agreement, Telepak may enter upon the Public Ways and remove its property at its own risk and restore the Public Ways to their former grade, contour and condition.

SECTION X-THEFT OF SERVICE

It shall be a misdemeanor for any Person to create, allow to create, or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the Telecommunications System without the express consent of Telepak. Further, without the express consent of Telepak, it shall be a misdemeanor for any person to tamper with, remove, or injure any property, equipment, or part of the Telecommunications System or any means of receiving Services. Violation of this section of this ordinance shall constitute a misdemeanor punishable by a fine not to exceed \$500.00 and/or six months imprisonment.

SECTION XI-MISCELLANEOUS

1. Actions of the Parties.

In any action by Telepak or the City mandated or permitted under this Agreement, the Party shall act in a reasonable, expeditious, and timely manner. In any instance where approval or consent is required, such approval or consent shall not be unreasonable withheld.

2. Notice.

Any notice or response required by this Agreement shall be in writing and shall be deemed given upon receipt: (a) when hand delivered; (b) when delivered by commercial courier; or (c) after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office maintained by U. S. Postal Service.

Mayor of the City of Petal

P.O. Box 564
Petal, MS 39465

With a copy to:

City of Petal, Attn: City Clerk
118 W. Main Ave
Petal, MS 39465

The notices or responses to Telepak shall be addressed as follows:

President
Telepak Networks, Inc.
1018 Highland Colony Parkway, Suite 300
Ridgeland, MS 39157

With a copy to:

Charles L. McBride
General Counsel
Telepak, Inc.
1018 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

The City and Telepak may designate such other address or addresses from time to time by giving notice to the other as provided in this Section.

EXHIBIT "B"
CITY OF PETAL
MINUTE BOOK 37

THIS

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