

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 February 21, 1978, in the Board Room in the City Hall.

Those present: Mayor Sidney O. Smith

City Attorney: Thomas W. Tyner

Aldermen: W. E. Boutwell
W. H. Campbell
George B. Draughn
Bobby W. Runnels
Robert E. Russell

Others present: Miriam Brown
Dan Boyd
Carter Carroll

Mayor Smith declared a quorum was present and declared the City Council in session.

The invocation was offered by Bobby W. Runnels.

The minutes of the regular meeting held February 7, 1978, were read by Priscilla C. Daniel.

Thereupon, Alderman Boutwell made a motion to accept the minutes as read. Alderman Campbell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Robert E. Russell
Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Whereas, Mayor Smith asked for public comment. There was none.

Whereas, Mrs. Miriam Brown, candidate for circuit clerk, stated that she would like to introduce herself to the Board and requested that the members of the Board consider her qualifications for the position.

Whereas, City Attorney, Thomas W. Tyner, presented the agreement with General Electric Cablevision to the Board. The agreement read as follows, to-wit:

PUBLIC NOTICE TO THE CITIZENS, TAXPAYERS
AND OTHER INTERESTED PERSONS OF THE CITY OF PETAL

You are hereby notified, advised, and invited to attend a public meeting to be held at the Petal High School Auditorium on Thursday, February 16, 1978, at 7:30 P. M., to ask questions and to obtain information from officials of the City of Petal and General Electric Cablevision Corporation concerning a proposed agreement between the City of Petal, Mississippi, and General Electric Cablevision Corporation, the terms of which are as follows:

AGREEMENT:

(Body of Agreement from Section I through Section XVIII with corrections as noted.)

This notice is published pursuant to authority granted by the Mayor and Board of Aldermen of the City of Petal, at a regular meeting held and conducted on February 7, 1978.

CITY OF PETAL

BY: /s/ Priscilla Daniel
Priscilla C. Daniel, City ClerkCABLE TELEVISION AND AUDIO COMMUNICATIONS SERVICES AGREEMENTAGREEMENT made and entered into this 21st day of
February, 1978, by and between:CITY OF PETAL, State of Mississippi, hereinafter
sometimes referred to as "City".

-and-

GENERAL ELECTRIC CABLEVISION CORPORATION, a corpora-
tion with offices located at 1400 Balltown Road, City
of Schenectady, State of New York, sometimes referred
to as "Company"W I T N E S S E T HWHEREAS, on February 21, 1978, the Mayor and Board
of Aldermen of the City, upon due notice, held a public hearing
with respect to this Agreement at which all parties in interest
and citizens were given an opportunity to be heard; andWHEREAS, the legal, character, financial, technical and
other qualifications of General Electric Cablevision Corporation
and its plans for maintaining a cable television system in the
City were considered in full proceeding affording due process,NOW, THEREFORE, it is agreed between the parties hereto
as follows:

SECTION I. TITLE AND FINDINGS OF FACT

This Agreement shall be known and cited as the Cable
Television and Audio Communications Services Agreement. The Mayor
and Board of Aldermen of the City hereby finds:

- a. The technical ability, financial condition
and character of General Electric Cablevision
Corporation have been considered at a public
hearing held upon due notice and hereby approved.
- b. The plans of General Electric Cablevision
Corporation for maintaining and operating
a cable television system have been consider-
ed at a public hearing held upon due notice
are founded to be adequate and feasible and
are hereby approved.

SECTION II. GRANT

In consideration of the faithful perfor-
mance and observance of the conditions and reservations here-
inafter set forth, there is hereby granted to General Electric
Cablevision Corporation, its successors, assigns, or designees,
the right to erect, install, construct, reconstruct, replace,
remove, repair, maintain and operate in or upon, under, above
across and from the streets, avenues, highways, sidewalks,

bridges and other public ways, easements, rights of way and lands, as now existing and all extensions thereof and additions thereto, in the City of Petal, Forrest County, Mississippi, including the right to use and employ all equipment, facilities, appurtenances and apparatus of any nature, for the purpose of receiving, amplifying, transmitting and distributing by studios, cameras, projectors, recorders, antennas, transmitters, microwaves, wires, cables, coaxial cables, wave guides and cables, of television, radio electrical and electronic energy, pictures, sounds, signals, impulses and communications, uni-directional and multi-directional of every nature and description, audio and video, embracing any and all of the frequencies of the electromagnetic spectrum, and to otherwise engage in the business, services and activities generally known as and practiced now and in the future by cable television and audio communications services, in accordance with the laws of the United States of America, the State of Mississippi.

The license granted herein is non-exclusive. The City reserves the right to adopt, in addition to the provisions contained herein, such additional regulations as it shall find necessary in the exercise of its police power; provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this agreement.

SECTION III. DURATION

The Agreement and rights herein shall take effect and be in force from and after the passage and approval of this Ordinance, as required by law, and shall continue in force and effect for a term of fifteen (15) years after passage and approval of this Ordinance.

The Company shall not abandon any service or any portion thereof without the written consent of the City. The right to use and occupy the said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant similar use of said streets, alleys, public ways and places, to any person at any time during the period of this agreement.

SECTION IV. PAYMENT

A. In consideration of the terms hereof, the Company shall pay to the City, annually on January 1, and be payable within thirty (30) days after due date, a 3% fee based on gross subscriber revenues received for cable television operations in the service area during the preceding period. No other fee, charge or consideration shall be imposed.

Such payment shall be deemed compensation for services rendered, supervision and inspection of equipment and facilities, and for other expenses relating to the installation and operation

of this system on the part of the City as provided in this

Agreement.

B. The Company shall have authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the company to exercise its rights and perform its obligations under this Ordinance, and to assure uninterrupted service to each and all of its customers, provided, however, that such rules, regulations, terms and conditions shall not conflict with the provisions hereof. Copies of such rules, regulations, terms and conditions adopted by the Company shall be available for inspection at its local office and shall be filed with the City Clerk.

SECTION V: INSPECTION OF RECORDS

The City shall have access to all reasonable times to all of the Company's books and records pertaining to the gross subscriber revenues of the Company from sources within the service area. The Company shall file with the City an annual report showing gross subscriber revenues received by it from its operations within the service area.

SECTION VI: INSTALLATION AND MAINTENANCE
OF EQUIPMENT

The Company's plant and equipment, including the distribution system towers, structures, poles, wires and appurtenances, shall be installed with materials of good and durable quality and all work involved in construction, installation, maintenance and repair of the cable system shall be performed in a safe, thorough and reliable manner. The Company agrees that all cable and wires used in connection with the proposed installations will be affixed to the said poles at least sixteen (16) feet above the ground and will be spaced at least forty (40) inches distant to all power lines attached to said poles.

The Company agrees to erect and maintain said cable and wires pursuant to and in accordance with the provisions of any and all rules and regulations of the City, relating to electrical wires, telephone wires and cables, which are reasonable and which now are, or hereinafter may be, duly adopted by the City.

The Company agrees to conform to all orders, rules and regulations of any and all municipal, state or federal departments, boards, commissions and agencies, now existing or hereafter created, affecting said installations, and will, at its own expense and cost, promptly execute and comply with all laws, rules and regulations and ordinances now in force or hereafter enacted, which will affect an erection of poles and the stringing of wires and cable over, on and along the streets, roadways, sidewalks or alleys in said service area.

and involving and including all structural alterations, changes or additions of whatever size and description.

The Company shall procure such permits as are required by law from Federal or State regulatory bodies.

The Company does hereby agree that at the expiration of the term of this Agreement, it will surrender such premises which do belong to the City in as good condition as now existing, with the proper allowance and exception for the ordinary and necessary wear and tear, and the Company will remove any poles which it may erect in the service area.

The Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public places in the service area so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company, all trimming to be done after notification to the City and at the expense of the Company. However, said authority shall not be construed in any manner whatsoever to relieve the City of its obligations relative to trimming of trees.

There is hereby granted the further right, privilege and authority to the Company to lease, rent or in any other manner obtain the use of towers, poles, lines, cables and other equipment and facilities from any and all holders of public licenses and franchises with the service area, including the South Central Bell Telephone Company, the Mississippi Power Company, and the Dixie Electric Power Company, and to use such towers, poles, lines, cables and other equipment and facilities, subject to all existing and future Ordinances, local laws and regulations of the City. The Company shall have the right to erect, install and maintain its own towers, poles, guys, anchors, lines, cables and ducts as may be necessary for the proper construction and maintenance of the cable system, including the right to extend lines and cables to and from other municipalities served by the Company's cable television system, provided that poles placed on the City's properties shall first have their location approved by the City. Such approval shall not be unreasonable withheld. The Company's distribution system shall be constructed and maintained underground wherever all public utility facilities are underground and whenever hereafter all such facilities are placed underground, the Company will remove its cable from poles and place the same underground.

SECTION VII. SUBSCRIBER COMPLAINTS

The Company shall provide notice to each subscriber, at the time of original subscription and at intervals

of not more than one year, of the procedure for reporting and resolving subscriber complaints.

SECTION VIII. LIABILITY

The Company shall indemnify the City for, and hold it harmless from all liability, damage, cost or expense, including but not limited to, attorneys fees, arising from claims of injury to persons or damage to property, which may arise out of or be caused by the erection, construction, replacement, removal, maintenance and operations of the Company's community antenna television and audio communications service, and resulting from or by any negligence, fault or misconduct on the part of the Company, its agents, officers, servants and employees. Any property of City damaged or destroyed in connection with the construction or operation of the cable system shall be promptly repaired or replaced by the Company and restored to serviceable condition.

The Company shall carry a general comprehensive liability insurance policy with the following limits:

Bodily injury, including death	- \$500,000 for any one person and \$1,000,000 for any one accident
Property damage	- \$500,000
Contractual liability	- \$500,000

In addition Company shall carry Workmen's Compensation insurance as provided by the laws of Mississippi.

The Company shall furnish to City a certificate of such insurance indicating that said insurance may only be cancelled upon 30 days notice in writing to City.

SECTION IX: REVOCATION

If the Company shall fail to comply with any of the provisions of this Agreement, or default in any of its obligations hereunder, except for causes beyond the reasonable control of the Company, the City shall have the right to cancel this agreement if, after sixty (60) days written notice, such failure or default has not been corrected, and thereafter all rights of the Company hereunder and this Agreement shall become null and void, without further liability on the part of the Company. In the event the Company shall be adjudged bankrupt or placed in receivership, the City may declare the rights herein granted forfeited and terminated.

SECTION X. IMPLEMENTATION OF SERVICE

A. The Company shall provide a cable television system which will conform to the technical standards specified in the Federal Communications Commission Rules and Regulations.

area contains a minimum density of forty (40) homes per mile from the end of existing plant.

B. Any installation other than at the standards of density above mentioned or contained in this section shall be at a special construction and maintenance cost. Any subscriber wishing an estimate of service for the special construction shall make such request known in writing to General Electric Cablevision Corporation and General Electric Cablevision Corporation shall provide an estimate in writing within thirty (30) days of receipt of said request. Said estimate shall specify circumstances necessitating such costs.

C. Notwithstanding the service extension requirements as indicated in Section X (A) and (B) above, General Electric Cablevision Corporation shall extend service to additional areas covered by this Agreement provided economically and technically feasible. Prospective subscribers in areas of marginal linear density may negotiate with General Electric Cablevision Corporation for an equitable sharing of costs to extend the Cable TV System into said marginal areas. Such negotiations may include, but not be limited to, various levels of construction cost, profitability, rate of return, installation fee, and monthly subscription fee. At a minimum, General Electric Cablevision Corporation shall provide 132 feet of trunk, which is the number of feet of trunk which would be provided at a density of 40 homes per mile, and/or feeder cable per subscriber at no cost beyond the current basic subscriber rates. Details for negotiating and implementing the extension of the System into such marginal areas shall be arranged between the City and General Electric Cablevision Corporation. Prospective subscribers may create other forms of legal organizations to design and construct cable TV extension systems in their area. Nothing herein shall prohibit General Electric Cablevision Corporation from assisting such organizations, by making financial and technical advice and bulk purchasing power available to the greatest extent possible. Upon agreement as provided herein General Electric Cablevision Corporation shall permit or perform the connection of the extension system to its plant, and shall in no way delay or prohibit such connection. Upon agreement as provided herein, should technical problems develop, General Electric Cablevision Corporation shall cooperate with the system owners to correct the problems. The rates, charges and fees for plans and service provided in this paragraph

channels to Petal subscribers:

<u>STATION NAME</u>	<u>LOCATION</u>	<u>NETWORK AFFILIATION</u>
WLOX	Biloxi, Ms	ABC
WLBT	Jackson, Ms	NBC
WDAM	Hattiesburg, Ms	NBC
WKRK	Mobile, Al	CBS
WMAH	McHenry, Ms	PBS
WTOK	Meridian, Ms	CBS
WJTV	Jackson, Ms	CBS

In addition to the above channels, the system will offer the following:

- * A 24-hour weather/message channel, showing local area time, temperature, wind direction and velocity, barometric pressure and local messages of community interest. This channel is also available for public and governmental access, as well as late night import of WWL (Channel 4), New Orleans.
- * A wire service channel providing financial and sports news on a 24-hour basis.
- * A wire service channel providing general news on a 24-hour basis.
- * An educational access channel featuring programming originating from University of Southern Mississippi studio facilities.

The Company may, at its discretion, add or substitute other stations and services when legally and technically feasible.

The Company shall furnish, without charge, one connection for service to each public and parochial school, and shall furnish, without charge, monthly service thereafter while this Agreement remains in effect.

SECTION XII: FCC RULES

Any change in Federal Communications Commission rules consistent with the Requirement of FCC Rule 76.31 (a) (b), any modification of Rule 76.31 resulting from an amendment thereto by the FCC shall to the extent applicable, be considered as a part of this Agreement as of the effective date of the amendment by specific amendments hereto by the lawful action of the City within one (1) year of the effective date of the FCC amendments or the time of any renewal of this Agreement, whichever occurs first.

SECTION XIII: DISCRIMINATION

The Company will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges or employment because of age, race, creed, color, national origin or sex.

SECTION XIV: ADMINISTRATION

The Mayor of the City of Petal, or a person duly authorized by such mayor, shall be responsible for the continuing administration of this Ordinance, and the City Clerk of the City of Petal is designated for the receiving of unresolved subscriber complaints.

SECTION XV: OPERATING AUTHORIZATIONS

The Company shall file request for all necessary operating authorizations with the Federal Communications Commission within sixty (60) days from the date of this Agreement.

SECTION XVI: ASSIGNMENT

The Company agrees that it will not assign this Agreement, nor the rights, licenses and privileges herein granted except by an assignment in writing approved by the City, but the City agrees that it will not unreasonably withhold such consent and approval.

This Agreement shall be binding upon the and assigns of the parties hereto.

SECTION XVII: SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional, by any court or regulatory agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on the day and year first above written.

CITY OF PETAL

By: /s/ Sidney O. Smith
Its Mayor

ATTEST:

By /s/ Priscilla Daniel
City Clerk

(SEAL)

GENERAL ELECTRIC CABLEVISION CORPORATION

By: _____
Its Vice President

Thereupon, Alderman Draughn made a motion to give Mayor Smith the authority to enter into the foregoing agreement on behalf of the City of Petal. Alderman Runnels seconded the motion.

Those present and voting "AYE":

- Alderman W. E. Boutwell
- Alderman W. H. Campbell
- Alderman George B. Draughn
- Alderman Bobby W. Runnels
- Alderman Robert E. Russell

Those present and voting "NAY":

None

Whereas, Mayor Smith presented the following Proofs of Publication to the Board:

PROOFS OF PUBLICATION - (1) Gasoline Bids
(2) Notice of Public Hearing
(G. E. Cablevision)

Thereupon, Alderman Russell made a motion that the proofs of publication be accepted and filed. Alderman Campbell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Bobby W. Runnels
Alderman Robert E. Russell

Those present and voting "NAY":

None

Whereas, Police Chief, Gary Morrow, requested permission of the Board to send an officer to the Firearms School to be certified by the National Rifle Association as a firearms instructor.

Thereupon, Alderman Russell made a motion to give Chief Morrow the authority to select an officer to send to the Firearms School, and for the city to pay the tuition of \$75.00 and expenses incurred by the officer. Alderman Runnels seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Bobby W. Runnels
Alderman Robert E. Russell

Those present and voting "NAY":

None

Whereas, Chief Morrow requested permission to send patrolman Bill Taylor to the Photo Electric Intoximeter School (PEI) for one week at the Law Enforcement Academy in Jackson. LEAA will furnish the tuition for this school.

Thereupon, Alderman Runnels made a motion to give Patrolman Taylor permission to attend the PEI school and to pay his expenses incurred while attending. Alderman Boutwell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Bobby W. Runnels
Alderman Robert E. Russell

Those present and voting "NAY":

None

Whereas, Chief Morrow stated that a radio was needed in the dog catcher's truck for communication. Chief Morrow stated that Applied Communication could furnish a radio and install it for \$75.00.

Thereupon, Alderman Runnels made a motion to purchase the radio for the dog catcher's truck from Applied Communication. Alderman Boutwell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Bobby W. Runnels
Alderman Robert E. Russell

Those present and voting "NAY":

NONE

Whereas, Chief Morrow requested permission of the Board to allow the policemen to use the board room in the city hall for training session.

Thereupon, Alderman Russell made a motion to allow the use of the board room for training session for the policemen. Alderman Boutwell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman Robert E. Russell
Alderman Bobby W. Runnels
Alderman George B. Draughn

Those present and voting "NAY":

None

Whereas, Chief Morrow stated that there will be a training session by the Mississippi Municipal Association for the police chiefs on March 22, 23, and 24, 1978, at the Sheraton Hotel in Biloxi.

Thereupon, Alderman Russell made a motion to give Chief Morrow permission to attend the training session and to advance the chief \$200.00 for actual expenses, with the balance to be returned with receipts. Alderman Runnels seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Robert E. Russell
Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Whereas, Mayor Smith stated that it was the opinion of the State Attorney General's office that the city would be responsible for paying for the audit of the Petal Municipal Separate School District.

Thereupon, Alderman Russell made a motion to pay the firm of Carl Nicholson, Certified Public Accountant, for the audit. Alderman Runnels seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Robert E. Russell
Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Whereas, Mayor Smith stated that Archie Smith, Supervisor of Beat 2, is willing to resurface Central Avenue from the railroad to the red light at Main Street from Old Richton Road to Highway 11 on Chappel Hill Road, if the City would pay half the cost.

Thereupon, Alderman Russell made a motion to pay half of the cost to resurface Central Avenue and Chappel Hill Road. Alderman Runnels seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Robert E. Russell
Alderman Bobby W. Runnels

Those present and voting "NAY":

NONE

Whereas, Alderman Russell stated that the Highways and Streets Department was in need of a tamping machine.

Thereupon, Alderman Russell made a motion to have Alderman Campbell draw up the specifications for a tamping machine. Alderman Runnels seconded the motion.

Those present and voting "AYE":

- Alderman W. E. Boutwell
- Alderman W. H. Campbell
- Alderman George B. Draughn
- Alderman Robert E. Russell
- Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Whereas, Mayor Smith presented the pro-ration for the month of January to the Board.

Whereas, Mayor Smith stated that due to the progress being made on the landfill, the City should consider purchasing some garbage trucks.

Thereupon, Alderman Runnels made a motion to authorize the City Clerk to advertise for bids for one or more garbage trucks in the following form. Alderman Campbell seconded the motion.

NOTICE TO BIDDERS

Sealed bids shall be received by the Mayor and Board of Aldermen of the City of Petal, Mississippi, until 7:30 P. M., on March 21st, 1978, in the City Hall of said City for one or more 1978 Truck Chassis with Rear Loading Refuse Collection Body.

Specifications will be on file in the office of the City Clerk of Petal, Mississippi.

Said specifications may be examined during office hours of the City Clerk and arrangements made for securing copies of same.

No bid will be considered which fails to contain the following statement:

"The bid herein made does not exceed the State Contract Price fixed by the Current Indexed List of Commodities, or the item herein bid upon is not contained on said Current List".

The lowest and best bid received will be accepted subject to the State Contract Price fixed by the "Indexed List of Commodities" published by the State Commission of Budget and Accounting, and in the event said item does not appear on said "Indexed List of Commodities", then the lowest and best bid may be accepted, but the Board of Aldermen of the City of Petal, Mississippi, reserves the right to reject any and all bids and to waive any formalities.

BY: /s/ Priscilla C. Daniel
Priscilla C. Daniel
City Clerk

February 24th, March 3rd and 10th

* * * * *

A-5595 SPECIALTY-TRC, INC.

Those present and voting "AYE":

- Alderman W. E. Boutwell
- Alderman W. H. Campbell
- Alderman George B. Draughn
- Alderman Robert E. Russell
- Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Whereas, the hour of 7:30 P. M. having arrived, the Mayor and Board of Aldermen proceeded to publicly open and read the sealed bid for gasoline for the city vehicles. The bid read as follows, to-wit:

PINE BELT OIL COMPANY, INC./P. O. Box 668/Hattiesburg, Ms

February 2, 1978

City of Petal
Box 564
Petal, Ms 39465

We will deliver Union 76 NO-lead regular gasoline from March 1, 1978, till February 28, 1979, in approximately 2000 gallon quantities to the City of Petal, for \$.5700 per gallon less \$.04 federal tax equaling \$.5300 per gallon. These prices are subject to change with major oil company increases or decreases.

Sincerely,

/s/ James Barr

James Barr, President

* * * * *

Thereupon, Alderman Runnels made a motion to accept Pine Belt Oil's bid. Alderman Russell seconded the motion.

Those present and voting "AYE":

- Alderman W. E. Boutwell
- Alderman W. H. Campbell
- Alderman George B. Draughn
- Alderman Robert E. Russell
- Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Whereas, Mayor Smith stated that Citizen's Bank is replacing their drive-in window and have offered to donate the window to the City of Petal Water Department.

Thereupon, Alderman Russell made a motion to accept the window and to assume the cost of installing it. Alderman Boutwell seconded the motion.

Those present and voting "AYE":

- Alderman W. E. Boutwell
- Alderman W. H. Campbell
- Alderman George B. Draughn
- Alderman Robert E. Russell
- Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Whereas, Carter Carroll, recreation director, reported on the grant through Bureau of Outdoor Recreation (BOR) for the recreation facility at the land-fill. Mr. Carroll stated that he was not receiving the fullest co-operation with the landscape architect which is necessary in the request for a grant to BOR. Also, BOR is making changes in our criteria and making stipulations on the use of the

ball fields.

Thereupon, Alderman Boutwell made a motion for the city recreation department to pursue the project on our own, without the BOR. Alderman Runnels seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Robert E. Russell
Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Whereas, Alderman Campbell stated that some of the street department employees are requesting raises.

Thereupon, Alderman Campbell made a motion to take this request under advisement. Alderman Draughn seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Robert E. Russell
Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Whereas, Alderman Draughn stated that some of the water department employees have also requested a raise.

Thereupon, Alderman Russell made a motion to deny their request. Alderman Boutwell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Robert E. Russell
Alderman Bobby W. Runnels

Those present and voting "NAY":

None

There being no further business, the regular meeting of the Mayor and Board of Aldermen was ordered adjourned on this the 21st day of February, A. D., 1978.

Sidney O. Smith

SIDNEY O. SMITH, MAYOR

(SEAL)

ATTEST:

Priscilla C. Daniel
PRISCILLA C. DANIEL, CITY CLERK