

There being no further business, the regular meeting of the Mayor and Board of Aldermen of the City of Petal, Mississippi was adjourned on this the 3rd day of February, A.D., 1987.

*Sidney O. Smith*  
MAYOR SIDNEY O. SMITH

(SEAL)

ATTEST:

*Priscilla C. Daniel*  
PRISCILLA C. DANIEL  
CITY CLERK

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BE IT REMEMBERED that there was begun and held the regular meeting of the Mayor and Board of Aldermen of the City of Petal, Mississippi, on February 17, 1987 in the Board Room of said City.

Those present:	Mayor Sidney O. Smith
City Attorney:	Thomas Tyner
Aldermen:	W. E. Boutwell W. H. Campbell Michael Lewis Leroy Scott
Others present:	Bill Durham Jim Borsig Ned Netherland Paul Shows Robert Powell

The Mayor declared a quorem present and declared the City Council in session. The invocation was offered by Edgar Boutwell.

The minutes of the regular meeting of February 3, 1987 were read by City Attorney Thomas Tyner.

THERUEPON Alderman Boutwell made a motion that the foregoing minutes be accepted and filed. Alderman Campbell seconded the motion.

Those present and voting "AYE":	W. E. Boutwell W. H. Campbell Michael Lewis Leroy Scott
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Those present and voting "NAY":	None
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WHEREAS Mayor Smith called for public comment but there was 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 bids for the sale of the surplus property. The bids read as follows:

1979 Dodge Pick up - VIN# D14AE824438

David Pete - \$128.50  
 Jack Toney - 601.00  
 Tom Etheridge 201.00  
 Gene Swilley -404.00  
 J. E. Bennett-287.00  
 Delton Bounds-506.00  
 James Freeman-830.00

1983 Plymouth Fury - VIN# 2P3BB2641DR187947

David Pete - \$35.00  
 James Freeman- 500.00  
 Paul McPhail - 231.00  
 Jack Toney - 501.00

1983 Plymouth Fury - VIN# 2P3BB2643DR187948

Paul McPhail - \$459.00  
 Jack Toney - 701.00  
 James Freeman - 410.00  
 David Pete - 226.50

THEREUPON Alderman Boutwell made a motion to take the foregoing bids under advisement. Alderman Campbell seconded the motion.

Those present and voting "AYE": W. E. Boutwell  
 W. H. Campbell  
 Leroy Scott  
 Michael Lewis

Those present and voting "NAY": None

WHEREAS Paul Shows, City Engineer, recommended that the City reject all bids received on the motor control center and renovation of Plant "A".

THEREUPON Alderman Scott made a motion to reject all bids received February 3, 1987 for the motor control center and the renovation of Plant "A". Alderman Lewis seconded the motion.

Those present and voting "AYE": W. E. Boutwell  
 W. H. Campbell  
 Leroy Scott  
 Michael Lewis

Those present and voting "NAY": None

THEREUPON Alderman Scott made a motion to re-advertise the control center and renovation of Plant "A" with new specifications. Alderman Lewis seconded the motion.

Those present and voting "AYE": W. E. Boutwell  
 W. H. Campbell  
 Leroy Scott  
 Michael Lewis

Those present and voting "NAY": None

WHEREAS Mr. Shows stated that the City has received permission from the Governor's Office to proceed with the CDBG drainage project.

THEREUPON Alderman Boutwell made a motion to advertise for bids for the CDBG drainage project from W. 4th Street to the river. Alderman Campbell seconded the motion.

Those present and voting "AYE": W. E. Boutwell  
 W. H. Campbell  
 Leroy Scott  
 Michael Lewis

Those present and voting "NAY": None

WHEREAS Mr. Shows requested the wishes of the Board concerning the following sewer extension projects and rehab work.

ADDITIONAL SEWER WORK

CITY OF PETAL

JANUARY 20, 1987

AREA	DESCRIPTION	EST. COST	NO. RES.
Country Park Subdivision	2120' of 8" sewer mains, P.S. & force mains - (need property for lift station) 4' - 14' deep	97,000	21
Meadowoods	1200' of 8" sewer main 4' - 10' deep	27,000	7
Old Richton Road	550' of 8" sewer main, P.S. & force main (need property for lift station) 4' - 8' deep	13,750	5
Hartley	225' of 8" sewer main 4' - 6' deep	4,500	3
Valley Dr.	550' of 8" sewer main	11,600	6

THEREUPON Alderman Boutwell made a motion to advertise for bids for the foregoing project with the exception of the Hartley and Valley Drive projects. Alderman Lewis seconded the motion.

Those present and voting "AYE":           W. E. Boutwell  
  W. H. Campbell  
  Leroy Scott  
  Michael Lewis

Those present and voting "NAY":       None

WHEREAS Jim Borsig stated that the CDBG river crossing project is in the final phase of the acquisition activities. Mr. Borsig presented the \$3500.00 bill for moving and storing of Bill Durham's furniture from Burnham Service Corporation.

THEREUPON Alderman Boutwell made a motion to pay Burnham's Service Corp. \$3500.00. Alderman Campbell seconded the motion.

Those present and voting "AYE":           W. E. Boutwell  
  W. H. Campbell  
  Leroy Scott  
  Michael Lewis

Those present and voting "NAY":       None

WHEREAS Mr. Borsig stated that City still holds in escrow \$24,145.37 for Mr. Durham and that it is his recommendation to release \$19,145.37 to Mr. Durham pending the completion of the SBA paperwork. Alderman Campbell seconded the motion.

Those present and voting "AYE":           W. E. Boutwell  
  W. H. Campbell  
  Leroy Scott  
  Michael Lewis

Those present and voting "AYE":       None

WHEREAS Mayor Smith presented the following proofs of publication:

- 1) 1985-86 Audit
- 2) Public Notice - Jerry Newberry
- 3) Public Notice - Public Hearing Floodplain
- 4) Notice of Sale - Surplus Property
- 5) Public Notice - Jerry & Peggy Poore

THEREUPON Alderman Boutwell made a motion that the foregoing proofs of publication be accepted and filed. Alderman Scott seconded the motion.

Those present and voting "AYE":           W. E. Boutwell  
  W. H. Campbell  
  Leroy Scott  
  Michael Lewis

Those present and voting "NAY":       None

WHEREAS Mayor Smith presented a zoning change request from Viola Martin for her property at 435 Old Richton Road to be rezoned from R-2 to C-1.

THEREUPON Alderman Boutwell made a motion to set the hearing date for Mrs. Martin's zoning change request on March 10, 1987 at 7:00 P.M. Alderman Campbell seconded the motion.

Those present and voting "AYE":           W. E. Boutwell  
  W. H. Campbell  
  Leroy Scott  
  Michael Lewis

Those present and voting "NAY":       None

WHEREAS Mayor Smith presented easements from Shirley Denham & Robert H. & Ruby Wade to the Board.

THEREUPON Alderman Boutwell made a motion to accept the foregoing easements. Alderman Campbell seconded the motion.

Those present and voting "AYE":       W. E. Boutwell  
   W. H. Campbell  
   Leroy Scott  
   Michael Lewis

Those present and voting "NAY":       None

WHEREAS the proration for the month of January was presented to the Board.

WHEREAS Mayor Smith stated that Panther Vision Cable Systems, Inc., has requested that the City enter a non-exclusive franchise agreement with the company.

THEREUPON Alderman Campbell made a motion to authorize the Mayor to execute the following franchise agreement between the City of Petal and Panther Vision Cable Systems, Inc. Alderman Scott seconded the motion.

Those present and voting "AYE":       W. E. Boutwell  
   W. H. Campbell  
   Leroy Scott  
   Michael Lewis

Those present and voting "NAY":       None

CABLE TELEVISION AND AUDIO  
 COMMUNICATIONS SERVICES AGREEMENT

AGREEMENT made and entered into this 20th day of February, 1987, by and between:

CITY OF PETAL, State of Mississippi, hereinafter sometimes referred to as "City",

-and-

PANTHER VISION CABLE SYSTEMS, INC., located in Hattiesburg, Mississippi, with the mailing address of Post Office Box 1471, Hattiesburg, Mississippi 39403-1471, sometimes referred to as "Company".

W I T N E S S E T H

WHEREAS, the Mayor and Board of Aldermen of the City and Panther Vision Cable Systems, Inc. have 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 Panther Vision Cable Systems, Inc. have been considered and are hereby approved.

b. The plans of Panther Vision Cable Systems, Inc. for maintaining and operating a cable television system have been considered and are found to be adequate and feasible and are hereby approved.

SECTION II.    GRANT

In consideration of the faithful performance and observance of the conditions and reservations hereinafter set forth, there is hereby granted to Panther Vision Cable Systems, Inc. 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 percent fee based on gross basic cable subscriber revenues and 1.7 percent of gross premium pay cable services subscriber revenues received in the service area. No other fee, charge or consideration shall be imposed.

Such payment shall be deemed compensation for services rendered, supervision and inspection of equipment 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 at 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

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 Association 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 locations approved by the City. Such approval shall not be unreasonably 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 revolving 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

the cable system shall be performed in a safe, thorough and reliable manner.

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 constructed in any manner whatsoever to relieve the City of its obligations relative to trimming of trees.

There is hereby granted the further privilege and authority to the Company to lease, rent or in any other manner obtain the use of

operation of the cable system shall be promptly repaired or replaced by the Company and restored to servicable condition.

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

Bodily injury, including death	\$500,000.00 for any one person and \$1,000,000.00 for any one accident
Property damage	\$500,000.00
Contractual liability	\$500,000.00

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 rights herein granted are 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 Commissions rules and Regulations. The Company shall extend, within a reasonable time not to exceed five (5) years of the granting of all authorizations for that area, energized cable passing in front of the homes of residents of that area provided that the area contains a minimum density of forty (40) homes per

THEREUPON Alderman Campbell made a motion that if the high bidders do not respond within 5 working days after notification the Board will accept the second highest bid. Alderman Boutwell seconded the motion.

Those present and voting "AYE": W. E. Boutwell  
W. H. Campbell  
Leroy Scott  
Michael Lewis

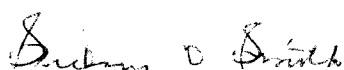
Those present and voting "NAY": None

THEREUPON Alderman Lewis made a motion to adjourn. Alderman Scott seconded the motion.

Those present and voting "AYE": W. E. Boutwell  
W. H. Campbell  
Leroy Scott  
Michael Lewis

Those present and voting "NAY": None

There being no further business, the regular meeting of the Mayor and Board of Aldermen was adjourned on this the 17th day of February, A.D., 1987.

  
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SIDNEY O. SMITH, MAYOR

(SEAL)

  
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PRISCILLA C. DANIEL  
CITY CLERK

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BE IT REMEMBERED that there was begun and held the regular meeting of the Mayor and Board of Alderman of the City of Petal, Mississippi, at 7:30 P.M., on March 3, 1987 in the Board Room of said City.

Those present: Mayor Sidney O. Smith  
City Attorney: Thomas Tyner  
Aldermen: W. E. Boutwell  
W. H. Campbell  
Leroy Scott  
Michael Lewis  
R. L. Hillum

Others present: Denise Whitfield

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

The invocation was offered by Leroy Scott.

The minutes of the regular meeting of February 17, 1987 were read by Priscilla C. Daniel.

THEREUPON Alderman Campbell made a motion that the foregoing minutes be accepted as read. Alderman Boutwell seconded the motion.

Those present and voting "AYE": W. E. Boutwell  
W. H. Campbell  
Leroy Scott  
Michael Lewis  
R. L. Hillum

Those present and voting "NAY": None

THEREUPON Denise Whitfield of the Petal Journal addressed the Board about the City sponsoring an ad supporting the Petal High School Baseball team at a cost of \$125.00 per run.