

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 5, 1991 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY, JR.
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	REUBEN CLEPPER JERRY CROWE DONALD H ROWELL BOBBY RUNNELS LEROY SCOTT
OTHERS PRESENT	SEAN FERRELL JANICE SANFORD AUBRA EVANS SCOTT RANDALL AND OTHERS

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

THE INVOCATION WAS OFFERED BY BOBBY RUNNELS.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN CROWE MADE A MOTION TO HAVE THE MINUTES OF THE REGULAR MEETING OF JANUARY 15, 1991 AMENDED TO READ THAT MARY WARREN'S TRAILER WAS MOVED FROM SUNRISE TO HER PROPERTY ON BAKER STREET. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN CROWE MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF JANUARY 15, 1991 WITH AMENDMENT BE ACCEPTED. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR DEPARTMENTAL REPORTS.

THEREUPON, FIRE CHIEF AUBRA EVANS REQUESTED THAT THE BOARD REINSTATE WILLIAM PAGE TO THE POSITION OF CAPTAIN IN THE FIRE DEPARTMENT.

THEREUPON, MAYOR GAY REQUESTED THAT ALL OF THE INFORMATION PERTAINING TO WILLIAM PAGE'S DEMOTION BE PRESENTED TO THE BOARD FOR THEIR CONSIDERATION AT THE NEXT MEETING.

WHEREAS, SEAN FERRELL OF THE HATTIESBURG-PETAL-FORREST COUNTY LIBRARY PRESENTED A COPY OF THE SPACE NEEDS ASSESSMENT AND THE SITE SELECTION STUDY COMMISSIONED BY THE BOARD OF TRUSTEES OF THE LIBRARY. MR FERRELL STATED THAT BASED ON THE STUDY THE BOARD HAS MADE AN OFFER AND DEPOSIT ON THE PROPERTY AT THE CORNER OF GREEN AND HARDY STREET FOR THE NEW SITE WHICH IS CENTRALLY LOCATED TO THE SERVICE AREA. MR FERRELL STATED THAT THERE IS NO TARGET DATE SINCE THE FUNDING FOR THE BUILDING HAS NOT BEEN SECURED.

WHEREAS, DAN TOLBERT, CITY BUILDING INSPECTOR, STATED THAT PURSUANT TO THE HEARING HELD ON THE PROPERTY OF CARL AND VIRGINIA ORR, WHICH IS REPORTEDLY OWNED BY HAL LEWIS, AT 119 RAILROAD STREET, THE CITY WAS PROMISED THAT THE PROPERTY WOULD BE BROUGHT UP TO CITY CODES. ACCORDING TO MR TOLBERT, THE PROPERTY IS STILL A SAFETY HAZARD.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO DETERMINE THE OWNERSHIP OF THE PROPERTY AND TO ADOPT THE FOLLOWING RESOLUTION AUTHORIZING THE CITY TO PROCEED WITH THE DEMOLITION OF THE STRUCTURE. ALDERMAN ROWELL SECONDED THE MOTION.

SEE EXHIBIT "A"

RESOLUTION

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MR TOLBERT RECOMMENDED THAT THE BOARD TAKE THE APPROPRIATE ACTION ON THE PROPERTY OF DALLAS SMITH LOCATED AT 213 NORTH GEORGE STREET SINCE MR SMITH NOT BROUGHT THE PROPERTY UP TO CITY STANDARDS.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOLLOWING RESOLUTION AUTHORIZING THE CITY TO PROCEED WITH THE CLEAN-UP OF DALLAS SMITH'S PROPERTY AT 213 NORTH GEORGE STREET. ALDERMAN ROWELL SECONDED THE MOTION.

SEE EXHIBIT "B"

RESOLUTION

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MR TOLBERT STATED THAT HE HAD CONTACT WITH J.J. AND HELEN MILLIEN CONCERNING THEIR PROPERTY AT 112 E. 1ST AVENUE. MR TOLBERT STATED THAT MR MILLIEN HAD BEGUN THE DEMOLITION OF THE HOUSE BUT DISCONTINUED THE REMOVAL OF THE STRUCTURE IN AUGUST AT ABOUT 90% COMPLETION.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO SET A HEARING DATE ON MARCH 5, 1991 AT 6:00 P.M. TO DISCUSS THE COMPLETION OF THE REMOVAL OF THE UNSAFE STRUCTURE AND THE HEALTH HAZARD CREATED BY THE DEBRIS. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MR TOLBERT STATED THAT HE HAS NOTIFIED JESSIE HUBERT ODOM OF THE HEALTH AND SAFETY HAZARD CREATED BY THE DILAPIDATED STRUCTURE ON HIS PROPERTY AT 281 CORINTH ROAD BUT HAS RECEIVED NO RESPONSE.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO SET A HEARING FOR JESSIE HUBERT ODOM FOR MARCH 5, 1991 AT 6:30 PM TO DISCUSS THE SAFETY HAZARD CREATED ON HIS PROPERTY. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MR. TOLBERT STATED THAT DIANE ANDERSON THE TENANT IN TROY FLOWERS TRAILER PARK AT 101 WAVERLY DRIVE HAS NOT COMPLIED WITH THE CITY CODES ON HER TRAILER AND THAT MEMBERS OF HER CHURCH WHO WERE TO ASSIST HER IN BRINGING THE TRAILER UP TO CODE HAVE ADVISED HIM THAT SHE HAS MOVED.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO NOTIFY MR FLOWERS OF THIS AND TO ASK HIM TO MOVE THE TRAILER. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MR TOLBERT STATED THAT JOHNNIE BELL HAS MADE SOME PROGRESS ON DEMOLISHING THE STRUCTURE ON HIS PROPERTY AT 114 W 5TH BUT THAT MR BELL HAS ADVISED MR TOLBERT NOT TO COME ON HIS PROPERTY THEREFORE HE HAS NOT BEEN ABLE TO CONDUCT AN INSPECTION TO DETERMINE WHETHER THE REMAINING BLOCKS ARE STRUCTURALLY SOUND ENOUGH TO BE ALLOWED TO REMAIN.

THEREUPON, ALDERMAN SCOTT STATED THAT HE WILL TALK TO MR BELL AND WILL ACCOMPANY MR TOLBERT TO MAKE THE INSPECTION AND IF MR BELL REFUSES TO ALLOW THIS MR TOLBERT IS TO TAKE A POLICEMAN WITH HIM TO MAKE THE INSPECTION.

WHEREAS, MR TOLBERT STATED THAT A ZONING ORDINANCE VIOLATION EXIST ON JAMES CRAFT'S PROPERTY AT 111 LEEVILLE ROAD. MR TOLBERT STATED THAT POWER HAS BEEN CONNECTED TO A TRAILER, WHICH IS NON-CONFORMING, WITHOUT A CITY PERMIT AND THAT AFTER CONTACTING THE POWER COMPANY HE WAS ADVISED THAT THE POWER COMPANY WILL NOT PULL THE METER ONCE SERVICE HAS BEEN ESTABLISHED. MR TOLBERT STATED THAT MRS CRAFT HAS APPLIED FOR A VARIANCE TODAY AND IT HAS BEEN SET FOR HEARING ON FEBRUARY 28, 1991.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO GIVE THE CRAFTS NOTICE THAT THE TRAILER MUST BE REMOVED WITHIN 10 DAYS AND AFTER THAT PERIOD TO AUTHORIZE THE CITY ATTORNEY TO FILE SUIT IN CHANCERY COURT. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MR TOLBERT STATED THAT MR CRAFT ALSO HAS UNLICENSED VEHICLES STORED AT HIS AUTO REPAIR SHOP THAT CONSTITUTE A VIOLATION OF THE ZONING ORDINANCE AND THAT MR CRAFT HAS BEEN NOTIFIED OF THE VIOLATION.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO GIVE MR CRAFT THE NOTICE TO REMOVE THE VEHICLES WITHIN 10 DAYS AND IF HE DOES NOT COMPLY TO AUTHORIZE THE CITY ATTORNEY TO FILE THE APPROPRIATE SUIT. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A STATEMENT FROM KEITH A. MORGAN CONSTRUCTION FOR THE COMPLETED CONCRETE SIDEWALK WITHOUT WIRE MESH IN THE AMOUNT OF \$3,148.20.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO PUBLISH THE NOTICE TO INTERESTED PARTIES AND AFTER 10 DAYS IF NO CLAIMS ARE FILED AGAINST THE CONTRACT TO PAY KEITH A. MORGAN CONSTRUCTION \$3,148.20. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED THE WISHES OF THE BOARD CONCERNING THE CABLE TELEVISION AND AUDIO COMMUNICATIONS SERVICES AGREEMENT WITH CAT PARTNERSHIP, DBA PINE BELT CABLE.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO ADOPT THE AGREEMENT AS FOLLOWS TO-WIT:

SEE EXHIBIT "C"

CABLE TELEVISION AND AUDIO COMMUNICATIONS SERVICES
AGREEMENT

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOFS OF PUBLICATION TO THE BOARD:

- A) ORDINANCE 1979 (42-A68)
- B) ORDINANCE 1979 (42-A69)
- C) ENVIRONMENTAL REVIEW CDBG
- D) PUBLIC NOTICE - PLANNING COMMISSION

THEREUPON, ALDERMAN SCOTT MADE A MOTION THAT THE FOREGOING PROOFS BE ACCEPTED AND FILED. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED APPROVAL FROM THE BOARD TO REQUEST A TRANSFER OF TITLE TO THE NAVY AIRCRAFT ON DISPLAY AT THE HAMILTON'S AIRCRAFT MUSEUM TO M.W. HAMILTON, JR.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION THAT THE CITY REQUEST THE DEPARTMENT OF THE NAVY TO TRANSFER THE TITLE FROM THE CITY TO M.W. HAMILTON, JR. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY MADE A RECOMMENDATION THAT THE CITY REJECT THE BIDS RECEIVED FOR THE POLICE CAR AND PURCHASE THE 1991 CHEVROLET CAPRICE FROM HERRIN-GEAR CHEVROLET AT THE STATE CONTRACT BID PRICE; A SAVINGS OF \$2,132.06 TO THE CITY.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO REJECT THE BIDS RECEIVED ON JANUARY 15, 1991 FOR THE NEW 1991 POLICE CAR. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PURCHASE THE 1991 CHEVROLET CAPRICE FROM HERRIN-GEAR CHEVROLET AT THE STATE CONTRACT BID PRICE OF \$12,435.21 AND TO RESERVE THE RIGHT TO PURCHASE THE EXTENDED WARRANTY AFTER AN INVESTIGATION OF THE COVERAGE. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED ESTIMATE # 9 FOR J W & R CONSTRUCTION COMPANY IN THE AMOUNT OF \$30,197.37 FOR THE SEWER SYSTEM IMPROVEMENTS.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO PAY ESTIMATE # 9 IN THE AMOUNT OF \$30,197.37 TO J W & R CONSTRUCTION COMPANY. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM THE CHIEF OF POLICE FOR THE \$600 TUITION FOR A THREE WEEK TRAINING PROGRAM FOR CHARLIE DAW AT THE JACKSON POLICE ACADEMY.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO PAY THE TUITION FOR THE TRAINING PROGRAM AND EXPENSES FOR CHARLIE DAW TO ATTEND THE THREE WEEK TRAINING PROGRAM. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN RUNNELS MADE A MOTION TO APPOINT LONNIE HERNDON TO FILL THE UNEXPIRED TERM OF W.L. CARPENTER IN THE WARD THREE POST OF THE VARIANCE COMMITTEE. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE STATE HIGHWAY DEPARTMENT AND THE FEDERAL HIGHWAY ADMINISTRATION HAVE CONCURRED IN THE AWARD OF THE CONTRACT FOR THE INSTALLATION OF THE TRAFFIC LIGHT AT THE CORNER OF MAIN AND CENTRAL AVENUE.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT MATHIEU ELECTRIC, INC. BID OF \$26,688.00 OPENED NOVEMBER 6, 1990 FOR THE INSTALLATION OF THE TRAFFIC LIGHT AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE HIGHWAY DEPARTMENT HAS REQUESTED THAT THE CITY APPOINT AN INDIVIDUAL EMPLOYED BY THE CITY TO CERTIFY ESTIMATES AND OTHER DOCUMENTS PERTAINING TO THE INSTALLATION OF THE TRAFFIC LIGHT.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO APPOINT MICHAEL T. WAITS, P.E., R.L.S. TO CERTIFY THE ESTIMATES AND OTHER DOCUMENTS PERTAINING TO THE PROJECT. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE HATTIESBURG AMERICAN IS PUBLISHING THE 1991 ANNUAL REPORT FOR THIS AREA AND HAVE REQUESTED THAT THE CITY PURCHASE AND AD. MAYOR GAY REPORTED THAT RODNEY SESSIONS, INTERIM SCHOOL SUPERINTENDENT, REQUESTED THAT THE CITY CONSIDER JOINING WITH THE PETAL SCHOOL DISTRICT IN THE PURCHASE OF A ONE-HALF PAGE AD IN THE AMOUNT OF \$475.00 OR \$237.50 EACH.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION THAT THE CITY PURCHASE A ONE-HALF (1/2) PAGE AD JOINTLY WITH THE SCHOOL DISTRICT ONLY IF LORRIE QUINNELLY WRITES THE AD. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A MEMORANDUM AGREEMENT BETWEEN THE CITY AND THE BARRONTOWN UTILITY DISTRICT TO PROVIDE FOR THE COLLECTION OF THE SEWER FEES FOR CITY SEWER CUSTOMERS OUTSIDE OF THE CITY BY THE BARRONTOWN UTILITY DISTRICT ON THE UTILITY DISTRICTS WATER BILLS.

SEE EXHIBIT "D"

MEMORANDUM AGREEMENT

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE CITY HAS RECEIVED NOTIFICATION FROM THE GOVERNOR'S OFFICE THAT THE CITY HAS BEEN AWARDED A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$500,000 FOR THE SEWER REHABILITATION PROJECT. MAYOR GAY STATED THAT IT WILL BE NECESSARY FOR THE CITY TO ADVERTISE FOR BIDS FOR THE ENGINEERING SERVICES ON THIS PROJECT.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE ENGINEERING SERVICES FOR THE CDBG SEWER IMPROVEMENT PROJECT. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE RENTAL REHAB PROJECT # R-89-SG-28-0103A BUDGET MODIFICATION TO INCREASE THE ADMINISTRATIVE FUNDS BY \$2,198.00 THROUGH SEPTEMBER 30, 1991.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE BUDGET MODIFICATION #1 FOR RENTAL REHAB PROJECT # R-89-SG-28-0103A. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM NEEL-SCHAFFER, INC. FOR A PROGRESS PAYMENT IN THE AMOUNT OF \$3,000. TO KEN S. TEMPLE FOR THE RENTAL REHAB PROJECT NUMBER 0068000395.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY MR TEMPLE \$3,000. UPON RECEIPT OF THE FUNDS. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED CLAIMS #15832 -16240 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN ROWELL VOICED OBJECTIONS TO THE \$3,000. PAYMENT OF THE CLAIM TO FORREST COUNTY FOR THE USE OF THE BEAT 3 LANDFILL.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY CLAIMS 15832 -16240 OF THE PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT A PARADE AND RALLY HAVE BEEN SCHEDULED ON FEBRUARY 16, 1991 IN SUPPORT OF THE TROOPS IN SAUDI ARABIA AND THAT THE CITY HAS BEEN REQUESTED TO PROCLAIM THAT DAY AS GOD AND COUNTRY DAY IN PETAL.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PROCLAIM FEBRUARY 16, 1991 AS GOD AND COUNTRY DAY IN PETAL. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED DIANE WILLIAMS OF CARTERVILLE CHURCH HAS REQUESTED THAT THE WEEK OF MARCH 10-17, 1991 BE PROCLAIMED YOUTH WEEK IN PETAL.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PROCLAIM THE WEEK OF MARCH 10-17, 1991 YOUTH WEEK IN PETAL. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION SUPPORTING THE MEMBERS OF THE AMERICAN ARMED FORCES PARTICIPATING IN OPERATION DESERT STORM, AND THEIR COMMANDER IN CHIEF, THE PRESIDENT OF THE UNITED STATES.

SEE EXHIBIT "E"

RESOLUTION

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED THE WISHES OF THE BOARD CONCERNING THE INTERLOCAL AGREEMENT CONCERNING THE PINE BELT REGIONAL LANDFILL.

THEREUPON, ALDERMAN ROWELL MADE A MOTION THAT THE CITY OF PETAL INTENDS AND DOES HEREBY COMMIT IT'S SUPPORT FOR THE PROPOSED PINE BELT REGIONAL LANDFILL IN COOPERATION WITH OTHER AREA COUNTIES AND MUNICIPALITIES AND AGREES TO PARTICIPATE IN THE CREATION AND OPERATION OF A REGIONAL PUBLIC LAND FILL PURSUANT TO ENABLING LEGISLATION BEING ENACTED BY THE MISSISSIPPI LEGISLATURE. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN CROWE MADE A MOTION TO ENTER INTO A CLOSED MEETING TO DETERMINE IF AN EXECUTIVE SESSION IS NECESSARY. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO REOPEN THE MEETING
ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ENTER INTO AN
EXECUTIVE SESSION TO DISCUSS PERSONNEL PROBLEMS IN RELATION TO THE
SUPERVISORS AND PENDING LITIGATION. ALDERMAN CROWE SECONDED THE
MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADJOURN
EXECUTIVE SESSION. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

MAYOR GAY NOTED THAT NO OFFICIAL ACTION WAS TAKEN IN THE
EXECUTIVE SESSION.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADJOURN.
ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

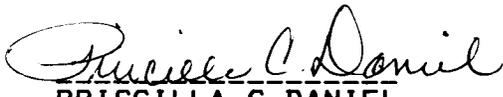
THEREBEING NO FURTHER BUSINESS THE REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS
ADJOURNED ON THIS THE 5TH DAY OF FEBRUARY, A.D., 1991.



JACK GAY, JR.
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL

EXHIBIT "A"

RESOLUTION

Resolution finding and determining that property located at 119 Railroad Street, Petal, Mississippi is in such a state of uncleanliness as to be a menace to the public health and safety of the community.

WHEREAS, due and proper Notice has been given to the owners and occupants of 119 Railroad Street, Petal, Mississippi, of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine whether or not said parcel of land is in need of cleaning; and

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended;

NOW THEREFORE, be it resolved;

SECTION 1:

That the property located at 119 Railroad Street, Petal, Mississippi is in such a state of uncleanliness as to be a menace to the public health and safety of the community, and

SECTION 2:

That if the owner of said property shall not immediately proceed to clean said property, the City of Petal shall, by use of Municipal Employees or by Contract, proceed to clean the land.

SECTION 3:

That all cost incurred by the Municipality, if any, place penalty, if any, shall become an assessment against said property, all authorized and permitted pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of February, 1991, A.D.


JACK GAY, JR.
MAYOR

(SEAL)

ATTEST:


PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "B"

RESOLUTION

Resolution finding and determining that property located at 213 North George Street, Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, due and proper Notice has been given to the owners and occupants of 213 North George St. Petal, Mississippi, of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine whether or not said parcel of land is in need of cleaning; and

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended;

NOW THEREFORE, be it resolved;

SECTION 1:

That the property located at 213 North George St. Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2:

That if the owner of said property shall not immediately proceed to clean said property, the City of Petal shall, by use of Municipal Employees or by Contract, proceed to clean the land.

SECTION 3:

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become an assessment against said property, all authorized and permitted pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of February, 1991, A.D.


JACK GAY, JR.
MAYOR

(SEAL)

ATTEST:


PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "C"

CABLE TELEVISION AND AUDIO COMMUNICATIONS SERVICES AGREEMENT

AGREEMENT made and entered into this 22nd day of ^{April} ~~March~~, 1991, by and between:
CITY OF PETAL, State of Mississippi, hereinafter sometimes referred to as "City",

- and -

CAT PARTNERSHIP, DBA PINE BELT CABLE, sometimes referred to as "Company"

WITNESSETH

WHEREAS, on _____ 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; and

WHEREAS, the legal, character, financial, technical and other qualifications of Pine Belt Cable 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 Pine Belt Cable have been considered at a public hearing held upon due notice and are hereby approved.

(b) The plans of Pine Belt Cable for maintaining and operating a cable television system have been considered at a public hearing and are found to be adequate and feasible 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 Pine Belt Cable, its successors, assigns or designees, the right and franchise 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, or 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 and the State of Mississippi.

The license and franchise 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

This Agreement and the rights herein granted shall be in force from and after the passage and approval this Ordinance, as required by law; and the same shall be and continue in effect for a period 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 effective period of this agreement.

SECTION IV. PAYMENTS

A. In consideration of the terms hereof, the Company shall pay to the City, each calendar quarter, commencing with the calendar quarter beginning January 1, 1991, and to be payable within thirty (30) days after the last day of each calendar quarter, an amount equal to three (3) percent of the gross subscriber revenues received for cable television operations within the service area, being that area within the corporate limits of the City of Petal, Mississippi, as presently existing and as the same may be extended by annexation from time to time during the term of this agreement. Subject to the provisions of paragraph B, below, 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. After the first five (5) years of this agreement, Company and City agree that they shall review the fee percentage set forth in paragraph A, above, and if any changes in the amount of the designated percentage fee is indicated in order to provide fair and reasonable compensation to City, while allowing a fair and reasonable return to Company, and at the same time maintaining reasonable rates for cable television service to Company's customers in the service area, then Company and City hereby agree to diligently and in good faith negotiate with each other with regard to an increase in the percentage fee to be paid City by Company; provided, however, in no event shall the aggregate percentage fee paid by Company to City ever exceed five (5) percent during the entire term of this agreement. Any increase in the percentage fee to be paid by Company to City shall be evidenced by an addendum to this agreement executed by the duly authorized representatives on both Company and City.

C. The Company shall have the 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

EXHIBIT "C"

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 the cable system shall be performed in a safe, thorough and reliable manner. The Company agrees that all cables 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 cables 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, and 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 the erection of poles and the stringing of wires and cables 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 of 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 within the service area, including the

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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 location 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 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 communication services, 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	- \$500,000.00 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 canceled upon thirty (30) days notice in writing to City.

SECTION IX: REVOCATION

If the Company shall fail to comply with any of the material 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. If the company fails within such period to cure any default, or commence corrective action where such default is not capable of correction

EXHIBIT "C"

within sixty (60) days, then all rights of the Company hereunder may be terminated without further liability on the part of the Company by the City at a duly noticed public meeting. 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 and other requirements specified in the Federal Communications Commission Rules and Regulations. The Company shall extend energized cable passing in front of the homes of residents provided that the area contains a minimum density of forty (40) homes per mile from the end of the 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 Pine Belt Cable and Pine Belt Cable provide an estimate in writing within thirty (30) days of receipt of said request. Said estimate shall specify the amount to be charged for labor, materials and specify circumstances necessitating such costs.

C. Notwithstanding the service extension requirements as indicated in paragraphs A. and B., above, Company shall extend service to additional areas that are either presently covered by this agreement or that may in the future be covered by this agreement by virtue of annexation of additional areas by City, where such extension of service is both economically and technically feasible under Company's policies and standards, to be determined at the reasonable discretion of the Company. Prospective subscribers in areas of marginal linear density may negotiate with Company for an equitable sharing of costs to extend the cable television system into said marginal areas. Such negotiations may include, but not be limited to, various levels of construction costs, profitability, installation fee and monthly subscription fee. At a minimum, Company shall provide 132 feet of trunk, which is the number of feet of trunk which would be provided at a density of forty (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 Company.

D. Except where the outage is caused or contributed to by the events hereinafter set forth, Company shall make a reasonable, diligent and good faith effort to restore service to any customer reporting an "outage" within twenty-four (24) hours of the receipt of such report by Company; provided, however, Company shall be excused from performance hereunder so long as and to the extent that performance is prevented or hindered by reasons of acts of God, acts of the public enemy, riots, labor disputes, fire, flood, earthquake, wind, wash-outs, explosions, malicious mischief, inability to obtain supplies, labor or materials, government or court actions or orders of any kind, partial or total interruption, loss or shortage of transportation, communication facilities, poles or services upon which Company's performance is dependent, or any other cause beyond Company's control; provided, further, however, in the event such "outage" is for a duration in excess of twenty-four (24) hours, then after the initial twenty-four (24) hour period of the "outage", the customer shall receive a pro-rated credit to customer's rate charge for the period subsequent to the initial twenty-four (24) hours of "outage" until the time service is restored.

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SECTION XI: SERVICE FARE

The Company will deliver a variety of off-air broadcast and satellite delivered programming containing news, sports, weather and entertainment programming as well as 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: 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 XIII: 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 XIV: OPERATING AUTHORIZATIONS

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

SECTION XV: 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 successors 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, MISSISSIPPI

BY: [Signature]
Its Mayor

ATTEST
By: [Signature]
City Clerk
(Seal)

CAT PARTNERSHIP, doing business as
Pine Belt Cable,

BY: [Signature]
Senior Vice President
Comcast Holdings, Inc.
(Title)
(a Partner)

EXHIBIT "D"

MEMORANDUM AGREEMENT

STATE OF MISSISSIPPI

COUNTY OF FORREST

WHEREAS, the City of Petal, Mississippi, a municipal corporation, provides water and sewer services within the municipal limits of said city and also provides sewer services to certain residents outside of the city limits, and within the Barrontown Utility District, and

WHEREAS, the Barrontown Utility District, a body politic and corporate, operates a water system within a certificated area granted to it by the Mississippi Public Service Commission, including those individuals served with sewer by the City of Petal, outside its corporate limits, and

WHEREAS, in order to facilitate water service and sewer service to their respective customers, within their respective jurisdictions, the City of Petal and Barrontown Utility Association do find and adjudicate that it would be in the best interest of the City of Petal and the Barrontown Utility Association, and the customers receiving water service from the Barrontown Utility Association, and sewer service from the City of Petal, to receive their billing from one entity for both water service and sewer service and,

The Barrontown Utility Association has agreed to act as the agent for the City of Petal in billing and collecting sewer fees from the City of Petal's sewer customers within the barrontown certificated area, it is agreed as follows:

1. That the Barrontown Utility Association will bill its water customers who are being served by the sewer system of the City of Petal its usual and customary water rates, plus a sum of \$22.00 per calendar month for sewer service furnished by the City of Petal.

2. That no later than the tenth of each month the Barrontown Utility Association will remit to the City of Petal

EXHIBIT "D"

Petal, all funds collected by it for sewer provided to Barrontown Water customers by the City of Petal.

3. That no later than the 10th of the following month, the City of Petal will remit to the Barrontown Utility Association, the sum of \$2.00 for each customer from whom the Barrontown Utility Association has collected the City of Petal sewer fee.

4. That when the Barrontown Utility Association makes water available to one of its customers, who also has available, sewer service furnished by the City of Petal, the Barrontown Utility Association will collect from the customer a \$50.00 sewer deposit, to be remitted to the City of Petal no later than the tenth of the next month following its receipt; that upon application and confirmation by the Barrontown Utility Association, that all sums due and owing from a customer for water and city sewer services have been paid at time of disconnection from service, the City of Petal will remit directly to the customer the previously received deposit.

The above and foregoing agreement, having been submitted to the Board of Directors of the Barrontown Utility District, and the Mayor and Board of Aldermen of the City of Petal, Mississippi, and having received a majority vote in favor of said agreement, by the respective authorities, the parties by and through their authorized representatives, have executed this Agreement as the act by, for and on behalf of the Barrontown Utility District and the City of Petal, Mississippi.

THIS, the _____ day of _____, A.D., 1991

CITY OF PETAL

BY: _____
JACK GAY, JR., MAYOR

BARRONTOWN UTILITY ASSOCIATION

BY: _____

EXHIBIT "E"

RESOLUTION SUPPORTING THE MEMBERS OF THE AMERICAN ARMED
FORCES PARTICIPATING IN OPERATION DESERT STORM, AND THEIR
COMMANDER IN CHIEF, THE PRESIDENT OF THE UNITED STATES

WHEREAS, Saddam Hussein, the ruler of Iraq, invaded the peaceful principality of Kuwait, and occupied the same with his armed forces; and

WHEREAS, the actions of Saddam Hussein and the Iraqi armed forces were in violation of international law, and a violation of the sovereignty of Kuwait; and

WHEREAS, the assembly of the United Nations, in solemn deliberations, voted overwhelmingly in support of Resolution 638, requiring Saddam Hussein and the Iraqi forces to leave the principality of Kuwait or face forcible expulsion; and

WHEREAS, Saddam Hussein and the Iraqi armed forces in violation of United Nations Resolution 638, in violation of international law, and in violation of the sovereignty of the country of Kuwait, have continued their occupation of that nation; and

WHEREAS, in coalition with other countries, including the United Kingdom, the United Arab Emirates, Qatar, Saudi Arabia, and France, the United States has led and participated in an operation to extricate Saddam Hussein and the Iraqi armed forces from the country of Kuwait, in a military exercise described as "Operation Desert Storm"; and

WHEREAS, the Armed Forces of the United States, the Army, Navy, Air Force, Marines, and Coast Guard, play an integral and leading role in the stated purpose of Operation Desert Storm, to force the withdrawal of Saddam Hussein and the Iraqi armed forces from the principality of Kuwait; and

WHEREAS, in the armed conflict resulting from Operation Desert Storm, the Armed Forces of the United States are exposed to great risk and danger from the hazards of war;

NOW BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, to commend the members of the Armed Forces of the United States, the officers and

EXHIBIT "E"

soldiers, those on active duty as well as Reservists and National Guardsmen, for their participation in Operation Desert Storm, it being further,

RESOLVED, that the Mayor and Board of Aldermen of the City of Petal, Mississippi, support those American troops serving in the Army, Navy, Air Force, Marines, and Coast Guard, participating in Operation Desert Storm, and commend their efforts at defeating aggression, and restoring the rule of law and sovereignty to the Middle East, and further

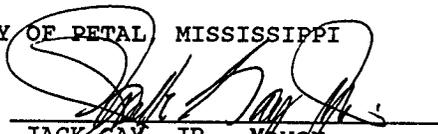
RESOLVED, that the Mayor and Board of Aldermen of the City of Petal, Mississippi, support the Commander in Chief of the Armed Forces of the United States, the Honorable President, George Bush, and his leadership in Operation Desert Storm;

BE IT FURTHER RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, that Operation Desert Storm be successful in its stated mission of thwarting the aggression of Saddam Hussein and the armies of Iraq, restoring the country of Kuwait to its rightful citizens, and ending the aggression of Saddam Hussein and the Iraqi armed forces.

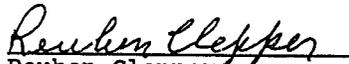
SO RESOLVED on this, the 5th day of February, A.D., 1991.

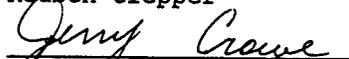
CITY OF PETAL, MISSISSIPPI

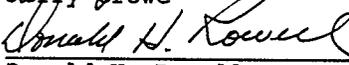
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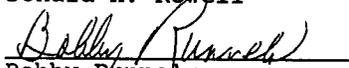

JACK GAY, JR., Mayor

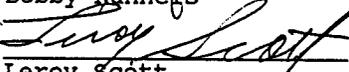
ALDERMEN:


Reuben Clepper

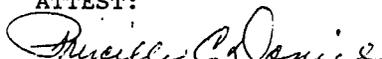

Jerry Crowe


Donald H. Rowell


Bobby Runnels


Leroy Scott

ATTEST:


Priscilla Daniel
City Clerk

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