

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 JUNE 7, 2005 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR TONY PHILLIPS
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	MICHAEL W DRAUGHN WILLIE W HINTON JOE C MCMURRY, SR
OTHERS PRESENT	BRIAN HENDRY B C LEWIS CARL SCOTT NETTIE FARRIS ZACK BRELAND AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY ALDERMAN JOE C MCMURRY, SR.

WHEREAS, MAYOR PHILLIPS PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS:

- VIII. OLD BUSINESS
 - 3. OMIT
 - 4. OMIT
- IX. GENERAL BUSINESS
 - 25. REQUEST TO APPROVE THE USE OF ADS DRAINAGE PIPE IN DEER RUN SUBDIVISION.
- XI. ORDERS & ORDINANCES
 - 5. REQUEST TO HIRE JERMOINE YOUNG IN THE WATER DEPARTMENT AT \$6.50 PER HOUR

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE MINUTES OF THE REGULAR MEETING OF MAY 17, 2005, SPECIAL MEETING OF MAY 26, 2005 AND THE RECESSED MEETING OF MAY 27, 2005.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF MAY 17, 2005, SPECIAL MEETING OF MAY 26, 2005 AND THE RECESSED MEETING OF MAY 27, 2005 BE ADOPTED AS WRITTEN. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS CALLED FOR PUBLIC COMMENTS. THERE WAS NONE.

WHEREAS, MAYOR PHILLIPS PRESENTED QUOTES FROM TOM HARDGES, RECREATION DEPARTMENT, TO PURCHASE PORTABLE FENCING FOR THE SOFTBALL FIELDS.

SEE EXHIBIT "A"

QUOTES

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ACCEPT THE QUOTE FROM BSN SPORTS IN THE AMOUNT OF \$4,584.83. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO PURCHASE BOOKS FOR TROOPS FROM SAM WILSON III TO GIVE TO MEMBERS OF THE ARMED FORCES AT CAMP SHELBY AT A COST OF \$15.00 PER BOOK.

DIED DUE TO LACK OF MOTION.

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO REIMBURSE BYRD PLUMBING FOR EXPENSES INCURRED IN THE AMOUNT OF \$1,284.32 FOR WORK DONE AT 209 S MAIN STREET.

THEREUPON, ALDERMAN HINTON MADE A MOTION THAT WE FIND AS FACT THAT THERE WAS DAMAGE INTO A LINE BUT THAT THE CITY DID NOT CAUSE IT. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN HINTON MADE A MOTION TO TAKE ACTION ON THE INCURRED EXPENSES FOR THE WATERLINE DAMAGE. THE AMOUNT OF THE EXPENSES INCURRED WOULD REQUIRE A PARTICIPATION OF THE CITY IN THE AMOUNT OF \$500.00. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, JEFF ZIZ ADDRESSED THE MAYOR AND BOARD OF ALDERMEN CONCERNING ASBURY UNITED METHODIST CHURCH AND THE NOISE FROM THE NEW YOUTH BUILDING. HE STATED THAT THE NOISE IS DISTURBING THE NEIGHBORS IN SHERWOOD FOREST.

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO ACCEPT THE PERMANENT EASEMENTS FOR THE SEWER LINE THAT IS BEING LAID ON HIGHWAY 42 FROM T J OLIVER, MARSHALL MEGGES, AND LONNIE LEE.

SEE EXHIBIT "B"

EASEMENTS

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ACCEPT THE PERMANENT EASEMENTS FROM T J OLIVER, MARSHALL MEGGES, AND LONNIE LEE AND AUTHORIZE

THE CITY CLERK TO HAVE THEM RECORDED AT THE CHANCERY CLERKS OFFICE.
ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRUAGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM T J OLIVER, 30 MAPLE ROAD, TO GIVE HIM A BREAK ON THE SEWER TAP FEE SINCE THE CITY HAS A PERMANENT EASEMENT ON HIS PROPERTY FOR PUTTING IN A LIFT STATION.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO WAIVE THE SEWER TAP FEE FOR MR T J OLIVER, 30 MAPLE DRIVE, WHEN THE SEWER LINE IS IN FULL OPERATION. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO PURCHASE AD FOR THE NORTH EAST JONES HIGH SCHOOL IN THE 2005 SPORTS CALENDAR.

DIED TO LACK OF MOTION.

THEREUPON, BRIAN HENDRY ADDRESSED THE BOARD CONCERNING PUTTING A USED CAR LOT AT 206 HWY 42. HE STATED THAT HE HAS TALKED TO DAN TOLBERT AND THE CODE ENFORCER TO SEE IF HE HAS MET ALL REQUIREMENTS. HE WILL BE PUTTING UP A SIGN, HAS HIS STATE LICENSE AND AN OFFICE TO APPLY BY THE LAWS. HE WOULD HAVE UP TO DATE CARS PARKED AND HE WILL NOT BE WORKING ON THEM AT THE LOCATION.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION THAT SINCE ALL OF THE BOARD MEMEBERS ARE NOT HERE TONIGHT, HE WOULD LIKE TO TAKE IT UNDER ADVISEMENT. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM JEFF FLATHAU FOR AN EXEMPTION TO ORDINANCE 2004(102).

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE EXEMPTION FOR SIDING ISSUE TO THE ORDINANCE 2004(102) AND ALL OTHER IMPLEMENTATION TO THE ORDINANCE WILL STAY IN PLACE. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING PROOFS OF PUBLICATION:

- A. ADVERTISEMENT FOR BIDS-DRAINAGE IMPROVEMENTS
- B. PUBLIC NOTICE-PUBLIC HEARING 6 MONTH VARIANCE

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION THAT THE FOREGOING PROOFS OF PUBLICATION BE ACCEPTED AND FILED. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS TOLD THE BOARD THAT IT WAS TIME TO ADVERTISE TO BIDDERS FOR A SIX MONTH TERM CONTRACT FOR ASPHALT AND ASPHALT OVERLAY.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO APPROVE TO ADVERTISE FOR A SIX MONTH TERM CONTRACT FOR ASPHALT/ASPHALT OVERLAY. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FRANCHISE CONTRACT WITH COMCAST CABLE.

SEE EXHIBIT "C"

COMCAST CABLE FRANCHISE

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO AUTHORIZE THE MAYOR TO SIGN THE FRANCHISE CONTRACT WITH COMCAST CABLE. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM SHOWS, DEARMAN, & WAITS, INC FOR ESTIMATE #2 ON SEWER EXTENSION TO PAY SRS, INC \$155,375.80.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY TO SRS, INC IN THE AMOUNT OF \$155,375.80 FOR THE SEWER EXTENSION PROJECT ON HIGHWAY 42. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED INVOICE #255 FROM GRIFFIN ARCHITECTURE FOR DESIGN SERVICE IN THE AMOUNT OF \$7,734.08 FOR FIRE STATION #3.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO PAY GRIFFIN ARCHITECTURE IN THE AMOUNT OF \$7,734.08. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED INVOICE #256 FROM GRIFFIN ARCHITECTURE FOR DESIGN SERVICE IN THE AMOUNT OF \$1,101.62 FOR FIRE STATION #3.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO PAY GRIFFIN ARCHITECTURE IN THE AMOUNT OF \$1,101.62. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO PAY TO HAVE SOUTHERN LANE BOWLING PARKING LOT PAVED DUE TO A WATER LINE BREAKAGE THAT DAMAGED THE PARKING LOT IN APRIL, 1999.

THEREUPON, ALDERMAN HINTON MADE A MOTION THAT THE CITY DECLARES AND FINDS AS FACT THAT THERE WAS DAMAGE TO SOUTHERN LANE PARKING LOT BASED ON A WATER BLOWOUT FROM THE CITY WATER LINE AND THAT WE DO FIND THAT AS A STATEMENT OF FACT. ALSO, WOULD LIKE TO PARTICIPATE IN THE REPAVING OF SOUTHERN LANE UP TO \$9,500.00 BASED ON THE PER UNIT CONTRACT PRICE FROM DUNN AS PREVIOUSLY ACCEPTED. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED INVOICE #25278 FROM ECO SYSTEMS, INC IN THE AMOUNT OF \$1,140.50 FOR IMPLEMENTATION OF STORM WATER PROGRAMS.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #25278 IN THE AMOUNT OF \$1,140.50 TO ECO SYSTEMS, INC FOR IMPLEMENTATION OF STORM WATER PROGRESS. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED INVOICE #13848 FROM SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$1,591.25 FOR OBTAINING EASEMENTS ALONG HWY 42 TO INSTALL SEWER.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #13848 FROM SHOWS, DEARMAN, AND WAITS, INC IN AMOUNT OF \$1,591.25. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE CONTRACT BETWEEN THE CITY OF PETAL AND THE PETAL SCHOOL DISTRICT FOR THE SENIOR CITIZEN MEAL PROGRAM.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO TAKE THE MATTER UNDER ADVISEMENT UNTIL JULY 5, 2005. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE IRREVOCABLE LETTER OF CREDIT #5090003695501 IN AMOUNT OF \$10,000.00 FOR HEMINGWAY SUBDIVISION.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO TAKE UNDER ADVISEMENT UNTIL MR FAIRLEY CAN PRODUCE FROM THE ENGINEER DOCUMENTATION TO SEE IF \$10,000.00 WILL BE ENOUGH FOR STREET PAVING OF HEMINGWAY SUBDIVISION. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED ADDENDUM #2 FROM GRIFFIN ARCHITECTURE FOR FIRE STATION #3.

SEE EXHIBIT "D"

ADDENDUM #2

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE ADDENDUM #2 TO FIRE STATION #3 BID FROM GRIFFIN ARCHITECTURE. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM DEBORAH REYNOLDS, PETAL AREA CHAMBER OF COMMERCE, TO AMEND THE CONTRACT BETWEEN THE CITY OF PETAL AND PETAL CHAMBER OF COMMERCE IN THE AMOUNT OF \$112.00 FOR TAX CHANGES ON EMPLOYEE SHIRLEY DRAUGHN.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO AMEND THE CONTRACT BETWEEN THE CITY OF PETAL AND PETAL CHAMBER OF COMMERCE TO REFLECT THE \$112.00 FOR EMPLOYEE TAXES. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM TOM HARDGES, RECREATION DEPARTMENT, TO HAVE \$100.00 PETTY CASH TO USE AS CHANGE FOR BASEBALL TOURNAMENT.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO WRITE CHECK IN AMOUNT OF \$100.00 FOR THE RECREATION DEPARTMENT TO HAVE CHANGE TO USE FOR BASEBALL TOURNAMENT. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM TOM HARDGES, RECREATION DIRECTOR, TO TERMINATE BRYAN KIRK EFFECTIVE MAY 27, 2005.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO TERMINATE BRYAN KIRK FROM THE RECREATION DEPARTMENT UPON THE RECOMMENDATION OF TOM HARDGES EFFECTIVE MAY 27, 2005. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM SHOWS, DEARMAN & WAITS, INC TO ACCEPT THE CHANGE ORDER ON THE SEWER EXTENSION ON HIGHWAY 42 IN THE COST OF THE CONTRACT IN THE AMOUNT OF \$28,978.00..

SEE EXHIBIT "E"

CHANGE ORDER
SRS, INC

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO ACCEPT THE CHANGE ORDER FROM SHOWS, DEARMAN, AND WAITS, INC IN THE COST OF THE CONTRACT IN THE AMOUNT OF \$28,978.00. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN

ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR A ZONING HEARING TO BE SET FOR NELL WHEAT AT #3 HENSARLING DRIVE TO REZONE FROM R-1 TO C-O.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO SET THE ZONING HEARING FOR JUNE 28, 2005 AT 7:00 P.M. FOR NELL WHEAT PROPERTY LOCATED AT #3 HENSARLING DRIVE TO REZONE FROM R-1 TO C-O. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE CLAIMS DOCKET #81284-81696 OF THE CITY OF PETAL GENERAL FUND AND THE CITY OF PETAL WATER AND SEWER CLAIMS.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO PAY CLAIMS #81284-81696 OF THE CITY OF PETAL GENERAL FUND AND THE CITY OF PETAL WATER AND SEWER CLAIMS. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE CLOSE OUT PHASE FROM SHOWS, DEARMAN, AND WAITS, INC FOR SOUTH MAIN STREET PROJECT.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO TAKE UNDER ADVISEMENT UNTIL THE BOARD COULD TALK TO SHOWS, DEARMAN & WAITS, INC AND OBTAIN MORE INFORMATION. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO APPROVE THE USE OF ADS DRAINAGE PIPE IN DEER RUN SUBDIVISION.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO ACCEPT THE REQUEST TO APPROVE THE USE OF ADS DRAINAGE PIPE IN DEER RUN SUBDIVISION. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM SHAROLD FEDRICK TO ATTEND THE MUNICIPAL COURT CLERK SUMMER PROGRAM IN BILOXI, MS JULY 10-14, 2005.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO AUTHORIZE SHAROLD FEDRICK TO ATTEND THE MUNICIPAL COURT CLERK SUMMER PROGRAM IN BILOXI, MS JULY 10-14, 2005 AND TO PAY HER EXPENSES. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM SHAROLD FEDRICK TO ATTEND THE MUNICIPAL COURT ASSOCIATION LEADERSHIP CONFERENCE IN NATCHEZ, MS JUNE 13-14, 2005.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION FOR SHAROLD FEDRICK TO ATTEND THE MUNICIPAL COURT ASSOCIATION LEADERSHIP CONFERENCE IN NATCHEZ, MS JUNE 13-14, 2005 AND TO PAY HER EXPENSES. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING GROUNDS KEEPER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A GROUNDS KEEPER IN THE WATER DEPARTMENT.

IT IS HEREBY ORDERED THAT JAMES COLE BE HIRED IN THE WATER DEPARTMENT AS GROUND KEEPER AT A RATE OF \$6.50 PER HOUR EFFECTIVE JUNE 13, 2005.

SO ORDERED ON THIS THE 7TH DAY OF JUNE, 2005.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING A PART-TIME EMPLOYEE IN THE RECREATON DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME EMPLOYEE IN THE RECREATION DEPARTMENT TO WORK THE CONCESSION STAND.

IT IS HEREBY ORDERED THAT DENA BRYANT BE HIRED IN THE RECREATION DEPARTMENT TO WORK THE CONCESSION STAND PART-TIME EMPLOYEE AT A RATE OF \$6.50 PER HOUR.

SO ORDERED ON THIS THE 7TH DAY OF JUNE, 2005.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING A FULL-TIME EMPLOYEE IN THE RECREATION DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A LABORER IN THE RECREATION DEPARTMENT.

IT IS HEREBY ORDERED THAT JOSEPH GRIFFIN BE HIRED IN THE RECREATION DEPARTMENT AS LABORER AT A RATE OF \$6.50 PER HOUR.

SO ORDERED ON THIS THE 7TH DAY OF JUNE, 2005.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING AMENDMENT TO ORDINANCE 1981(53-1).

SEE EXHIBIT "F"

ORDINANCE 1981(53-2)

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING
JERMOINE YOUNG IN THE WATER DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD
OF ALDERMEN OF THE CITY OF PETAL,
MISSISSIPPI DO HEREBY DEEM IT NECESSARY
TO HIRE A LABORER IN THE WATER
DEPARTMENT.

IT IS HEREBY ORDERED THAT
JERMOINE YOUNG BE HIRED IN THE
WATER DEPARTMENT AS A LABORER
AT A RATE OF \$6.50 PER HOUR EFFECTIVE
JUNE 13, 2005.

SO ORDERED ON THIS THE 7TH DAY
OF JUNE, 2005.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO ADOPT THE FOREGOING
ORDER. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADJOURN. ALDERMAN
MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR

THOSE PRESENT AND VOTING "NAY"

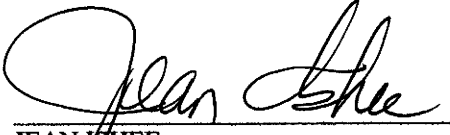
NONE

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 7TH DAY OF JUNE, 2005.


TONY PHILLIPS
MAYOR

(SEAL)

ATTEST:


JEAN SHEE
CITY CLERK

**BSN/Passon's/GSC/
Conlin Sports**

P.O. Box 7728
Dallas, TX 75208
TEL: 1-800-527-7510

Document Number : 20106778
P.O. Number : TOM HARDGES
Doc. Creation Date : 03/21/2006
Customer Number : 1068831
Sales Rep : David Brooks
Buyer : 801 545 6886

**CITY OF PETAL
MINUTE BOOK 24**

356

This is NOT a Bill - DO NOT PAY.

EXHIBIT "A"

Sold To: CITY OF PETAL
PO Box 564
PETAL MS 39466

Ship To: CITY OF PETAL
PO Box 564
PETAL MS 39466

Payer: CITY OF PETAL
118 W. 8TH AVE
PETAL MS 39466

You can check order status at <http://www.bsnsports.com/?order=20106778&cp=39466>

We deliver according to the following terms and conditions:
Terms of payment: Net 30

Item Description	Material Delivery Dtt(s)	Order Qty Del Qty	Unit Price	Extended Price
10 SMPWMHP PORTABLE 42" WHITE MESH SPORTSPANEL 04/18/2006		38 EA	109.990	4,178.62
MOSE Total				\$ 4,178.62
Shipping & Handling				\$ 405.21
Sales Tax				\$ 0.00
Final Amount				\$ 4,584.83

PO# 61815

001300677

will leave \$415.17

Jan 2006

FIRM: RICHARDSON'S SPORTS NETS, LLC FRM NO.: 6818442

Mar. 21 2006 03:11PM FR

**RICHARDSON'S
Sports Nets, LLC**
P.O. Box 180401 - Richmond, MS 39218-0401
1-800-895-2812 - Fax (601) 438-9442
www.richardsonsportsnets.com
E-mail: info@richardsonsportsnets.com

Quote

Quote Number: 1481

Quote Date: Mar 21, 2006

Page: 1

Quoted To: CITY OF PETAL
ACCOUNTS PAYABLE
P.O. BOX 564
PETAL, MS 39466

Ship To:

Customer ID	Good Thru	Payment Terms	Sales Rep
PETAL	4/18/06	Net 30 Days	JR

Quantity	Item	Description	Unit Price	Extension
38	8778	Sportspanel Fencing (K16)	109.99	3,999.76
2	8777	Sportspanel Foul Pole 16' H		
38		Pump Connectors		
76		Anchoring Niche		
Please allow 2 - 4 weeks for delivery.				
Subtotal				3,999.76
Sales Tax				
Freight				793.00
Total				4,792.76

PERMANENT EASEMENT

PERMANENT EASEMENT

EXHIBIT "B"

For and In consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, T. J. & Candice Oliver, do hereby grant and convey unto the City of Petal, Mississippi, a municipal corporation, an easement over, across and upon a parcel of real property, for the construction and maintenance of a sewer lift station on the following described real property located in the City of Petal, Forrest County, Mississippi.

For and In consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, Lonnie Lee, do hereby grant and convey unto the City of Petal, Mississippi, a municipal corporation, an easement over, across and upon a parcel of real property, for the construction and maintenance of a sewer lift station on the following described real property located in the City of Petal, Forrest County, Mississippi.

A part of Lot 21 of Forrest Acres 2nd in the State of Mississippi, County of Forrest, City of Petal, being more particularly described as commencing at the SE corner of said Lot 21, thence run N89°54'11"W along the South Line of said Lot 21 and the Northerly Margin line of Maple Drive for 20.00 feet to the Point of Beginning, then continue along said Margin Line and N89°54'11"W for 20.00 feet, thence run N00°05'49"E for 20.00 feet, thence run S89°54'11"E and parallel to said Margin line for 20.00 feet, thence run S00°05'49"W for 20.00 feet to the Point of Beginning, containing 0.01 Acres, more or less.

A part of Lot 14 of Forrest Lakes Subdivision, in the State of Mississippi, County of Forrest, City of Petal, and being more particularly described as beginning at the NE corner of said Lot 14, thence run S00°12'31"W along the East line of said Lot 14 for 20.00 feet, thence run S67°35'35"W for 20 feet, thence run N00°12'31"E for 20 feet to the Southern margin line of Maple Drive, thence run N67°35'35"E along said margin line for 20 feet to the Point of Beginning, containing 0.01 Acres, more or less.

(See Attached Exhibit "A")

(See Attached Exhibit "A")

The Grantee herein is given the right to do whatever may be necessary and proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way so selected of such shrubs, trees, and other vegetation as may be necessary.

The Grantee herein is given the right to do whatever may be necessary and proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way so selected of such shrubs, trees, and other vegetation as may be necessary.

WITNESS OUR SIGNATURES on this, the 19th day of May, A.D., 2005.

WITNESS OUR SIGNATURES on this, the 11th day of May, A.D., 2005.

T. J. Oliver
T. J. Oliver
Candice Oliver
Candice Oliver

Lonnie Lee
Lonnie Lee

This day there came and appeared before me, the undersigned authority in and for said County and State, the within named T. J. Oliver and Candice Oliver who acknowledged before me that he/she signed, executed and delivered the above and foregoing easement on the day and year therein, mentioned as their own free and voluntary act and deed.

This day there came and appeared before me, the undersigned authority in and for said County and State, the within named Lonnie Lee who acknowledged before me that he/she signed, executed and delivered the above and foregoing easement on the day and year therein, mentioned as their own free and voluntary act and deed.

Given under my hand and official seal of this office on this, the 19th day of May, A.D., 2005.

Given under my hand and official seal of this office on this, the 11th day of May, A.D., 2005.

[Signature]
NOTARY PUBLIC

[Signature]
NOTARY PUBLIC
WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK

My Commission Expires: _____
NOTARY PUBLIC - STATE OF MS AT LARGE
MY COMMISSION EXPIRES AUGUST 14 2005

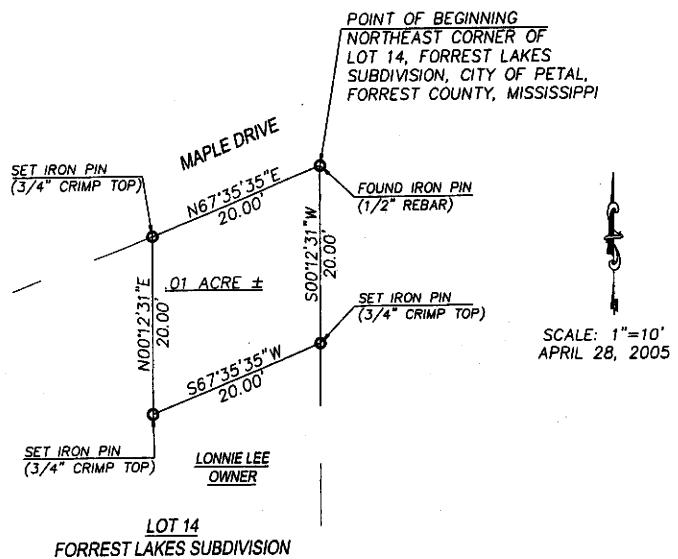
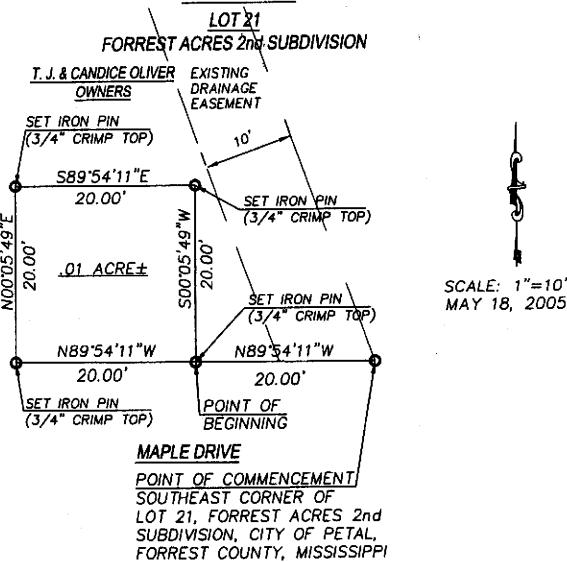
STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED
2005 JUN -9 PM 1:47
WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK

BOOK 0962 PAGE 683

BOOK 0962 PAGE 681

EXHIBIT "A"

EXHIBIT "A"



CITY OF PETAL
COUNTY OF FORREST
STATE OF MISSISSIPPI

CITY OF PETAL
COUNTY OF FORREST
STATE OF MISSISSIPPI

A part of Lot 21 of Forrest Acres 2nd in the State of Mississippi, County of Forrest, City of Petal, being more particularly described as commencing at the SE corner of said Lot 21, thence run N89°54'11"W along the South Line of said Lot 21 and the Northerly Margin line of Maple Drive for 20.00 feet to the Beginning, then continue along said Margin Line and N89°54'11"W for 20 feet, thence run N00°05'49"E for 20.00 feet, thence run S89°54'11"E and parallel to said Margin line for 20.00 feet, thence run S00°05'49"W for 20 feet to the Point of Beginning, containing 0.01 Acres, more or less.

A part of Lot 14 of Forrest Lakes Subdivision, in the State of Mississippi, County of Forrest, City of Petal, and being more particularly described as beginning at the NE corner of said Lot 14, thence run S00°12'31"W along the East line of said Lot 14 for 20.00 feet, thence run S67°35'35"W for 20 feet, thence run N00°12'31"E for 20 feet to the Southern margin line of Maple Drive, thence run N67°35'35"E along said margin line for 20 feet to the Point of Beginning, containing 0.01 Acres, more or less.

20-049547
Petal

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF PETAL

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED

CITY OF PETAL
MINUTE BOOK 24

PERMANENT EASEMENT

WITNESS MY HAND AND SEAL
JIMMY F. HAVARD
CHANCERY CLERK

EXHIBIT "B"

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, Marshall and Lillie Megges, do hereby grant and convey unto the City of Petal, Mississippi, a municipal corporation, an easement over, across and upon a parcel of real property, for the construction and maintenance of a sewer lift station on the following described real property located in the City of Petal, Forrest County, Mississippi.

Commencing at the SW corner of the NW1/4 of the SE1/4 of Section 32, T-5-N, R-12-W, Forrest County, Mississippi, thence run East for 330.00 feet, thence run North for 110.00 feet, more or less, to the intersection with the Northern Right of Way (ROW) line of Mississippi S.R. No. 42, thence run N84°16'29"E along said ROW line for 14.58 feet to and for the Point of Beginning, thence run North for 20.00 feet, thence run N84°16'29"E for 20.00 feet, thence run South for 20.00 feet to the intersection with the Northern ROW line of said Mississippi S.R. No. 42, thence run S84°16'29"W along said ROW line for 20.00 feet to the Point of Beginning and containing 0.01 acres, more or less.

(See Attached Exhibit "A")

The Grantee herein is given the right to do whatever may be necessary and proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way so selected of such shrubs, trees, and other vegetation as may be necessary.

WITNESS OUR SIGNATURES on this, the 11th day of May, A.D., 2005.

Marshall Megges
Marshall Megges

Lillie Megges
Lillie Megges

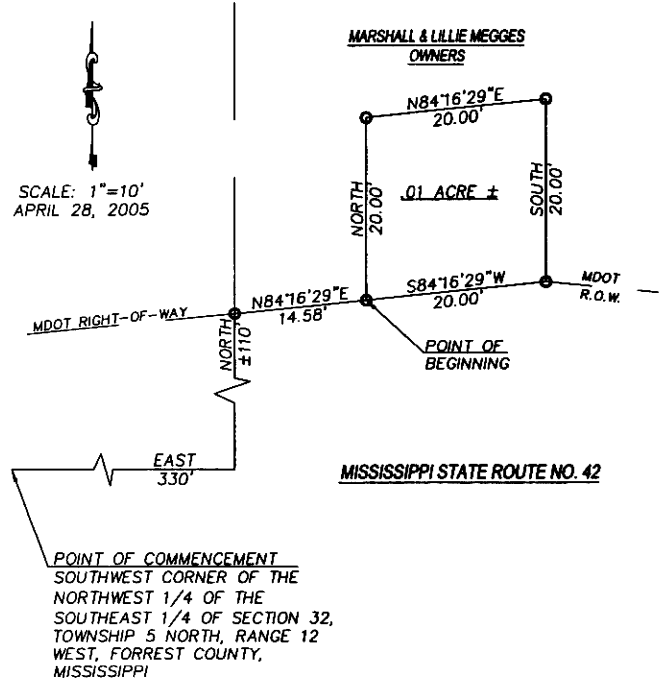
This day there came and appeared before me, the undersigned authority in and for said County and State, the within named Marshall Megges, who acknowledged before me that he/she signed, executed and delivered the above and foregoing easement on the day and year therein, mentioned as their own free and voluntary act and deed.

Given under my hand and official seal of this office on this, the 11th day of May, A.D., 2005.

Jimmy F. Havard
NOTARY PUBLIC
MISSISSIPPI STATE BAR NO. 11213
EXPIRES OCT 1, 2007
EXCISED FROM STELLA HAVARD SERVICE

www.0962page665

EXHIBIT "A"



CITY OF PETAL
COUNTY OF FORREST
STATE OF MISSISSIPPI

Commencing at the SW corner of the NW1/4 of the SE1/4 of Section 32, T-5-N, R-12-W, Forrest County, Mississippi, thence run East for 330.00 feet, thence run North for 110.00 feet, more or less, to the intersection with the Northern Right of Way (ROW) line of Mississippi S.R. No. 42, thence run N84°16'29"E along said ROW line for 14.58 feet to and for the Point of Beginning, thence run North for 20.00 feet, thence run N84°16'29"E for 20.00 feet, thence run South for 20.00 feet to the intersection with the Northern ROW line of said Mississippi S.R. No. 42, thence run S84°16'29"W along said ROW line for 20.00 feet to the Point of Beginning and containing 0.01 acres, more or less.

SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

www.0962page666

EXHIBIT "C"

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Petal (hereinafter, the "City" or "Franchising Authority") and Comcast Hattiesburg Holding Company, Inc. (hereinafter, the "Grantee").

Grantee currently provides cable television services in the City pursuant to a franchise ordinance and the City and Grantee desire to renew that franchise for an additional term as provided for herein.

The City having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction and continued operation of a cable system on the terms and conditions set forth herein.

SECTION 1
Definition of Terms

1.1 **Terms.** For the purpose of this Franchise Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. Unless otherwise defined herein, any term not defined herein shall have the meaning assigned to such term in the Cable Act.

"Cable Act" means Title VI of the Communications Act of 1934, as amended from time to time, 47 U.S.C. Sections 521 et seq.

"Cable Service" means: (A) the one-way transmission to Customers of (i) video programming, or (ii) other programming service, and (B) Customer interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Customers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Customers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent such facility is used in the transmission of video programming directly to Customers, unless the extent of such use is solely to provide interactive on-demand service; (D) an open

Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall, within their proper use and meaning, entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2
Grant of Authority

2.1 **Grant of Franchise.** The Franchising Authority hereby grants to the Grantee under the Cable Act a nonexclusive Franchise, which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, state or local law.

2.2 **Term of Franchise.** The term of the Franchise granted hereunder shall be for a term of fifteen (15) years, commencing upon the Effective Date of the Franchise, unless this Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement.

2.3 **Renewal.** Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4 **Reservation of Authority.** Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

"Control" means the ability to direct the policies and management of the Grantee.

"Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's expressed permission.

"Effective Date" means ____, 20__.

"FCC" means the Federal Communications Commission, or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes construction and operation of the Cable System.

"Franchise Agreement" or "Agreement" shall have the meaning set forth in the preamble hereof.

"Franchise Area" means the present legal boundaries of the City of Petal as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

"Franchising Authority," means the City of Petal or the lawful successor, transferee, designee, or assignee thereof.

"Grantee" shall have the meaning set forth in the preamble hereof.

"Gross Revenue" means any and all gross revenue actually received from the provision of Cable Service over the Cable System within the Franchise Area. "Gross Revenue" shall include monthly basic, premium and pay-per-view service fees, installation fees, and converter rental fees, but shall not include bad debt nor any taxes imposed and/or assessed by law on Customers that the Grantee collects and pays in full to the applicable authority.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the

2.5. **Competitive Equity.**

2.5.1. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, however, that no such franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to, franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and capital support; customer service standards; required reports and related record keeping; liquidated damages and other sanctions; and universal service. If any such additional and/or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, then the Grantee may give written notice to the Franchising Authority stating the specific terms and/or conditions in the competitive franchise that are more favorable or less burdensome than those contained in this Franchise Agreement. Upon receipt of any such notice, if the Franchising Authority, acting reasonably, agrees with the Grantee's assertion, then the Franchising Authority shall modify this Franchise Agreement to include any more favorable or less burdensome term or condition, provided, the Grantee agrees, upon the request of the Franchising Authority, to also modify this Franchise Agreement to include any term or condition contained in the competitive franchise that is more favorable to the Franchising Authority or more burdensome to the Grantee, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

2.5.2. Any franchise granted by the Franchising Authority shall be non-exclusive. Any Person desiring a new cable television franchise in the Franchising Area shall file with the Franchising Authority an application for a new cable television franchise in a form acceptable or specified by the Franchising Authority, and in accordance with procedures and schedules established by the Franchising Authority. In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchise Area, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Grantee or incumbent cable operator by registered or certified mail within ten (10) business days of receipt of such application.

SECTION 3
The System

3.1 **Permits and General Obligations.** The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and

EXHIBIT "C"

equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions on Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any Person using such street or Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall, upon written request of the Grantee, make application for such funds on behalf of the Grantee. If the City requests the relocation, removal or reinstallation of Grantee's property in any of the Public Ways in the Franchise Area for the sole purpose of installing or providing its own cable television or telecommunications services or those of a second cable television or telecommunications service provider in competition with Grantee, then such cost shall not be borne by Grantee but by the City or the requesting entity.

3.2.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial compliance with applicable FCC or other federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so

as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall reasonably compensate the Franchising Authority for any damage caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs so damaged. Such replacement shall satisfy any obligations the Grantee may have to the Franchising Authority pursuant to the terms of this Section 3.2.5.

3.2.6. Aerial and Underground Construction. If all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section 3.2.6. shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section 3.2.6., in the event that all of the transmission or distribution facilities of all of the respective public or municipal utilities are required to be placed underground after the Effective Date of this Franchise Agreement, the Grantee shall only be required to construct, operate and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public and municipal utilities' facilities at the time that such are placed underground.

SECTION 4
Service Obligations

4.1. General Service Obligation. The Grantee shall provide Cable Service to every dwelling unit within the Franchise Area reaching the minimum density of at least thirty (30) dwelling units per mile measured from Grantee's existing distribution cable. The Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty five (125) feet of the Grantee's existing distribution cable.

The Grantee may elect to provide Cable Service to areas not meeting the above density standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation which exceeds the one hundred twenty five (125) foot standard set forth above.

4.2. Programming. The Grantee shall offer to all Customers a diversity of video programming services.

4.3. No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to continuously receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied.

4.4. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require, as a condition of issuing the permit, the developer to give the Grantee access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the Grantee at least ten (10) business days prior to the availability of such trenches. Developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering and deployment of labor applicable to its cable facilities. Installation of cable facilities from utility easements to individual homes or other structures shall be at the cost of the home/building owner or developer unless otherwise provided.

4.5. Prohibition against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

SECTION 5
Fees and Charges to Customers

5.1. Rates, Fees, Charges. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date of this Franchise Agreement shall be in accordance with the FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law. Except to the extent otherwise expressly permitted by applicable law, the Grantee shall provide Cable Service to each resident in the Franchise Area in accordance with a uniform rate structure throughout the Franchise Area. The preceding requirement shall not prevent the Grantee from using bulk, commercial, promotional and other rates in accordance with federal law.

SECTION 6
Customer Service Standards; Customer Bills;
and Privacy Protection

6.1. Customer Service Standards. The Franchising Authority adopts the customer service standards and rules set forth in Part 76, §76.309 of the FCC's rules and regulations. The Grantee shall comply in all respects with the customer service requirements established by the FCC pursuant to Section 632(c) of the Cable Act and any corresponding regulations, thereto.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading, (B) does not omit material information, and (C) does not mischaracterize any information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection. The Grantee shall comply with Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7
Oversight and Regulation by Franchising Authority

7.1. Franchise Fees. The Grantee shall pay to the Franchising Authority franchise fees in an amount equal to three percent (3%) of annual Gross Revenue actually received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that the three percent (3%) shall not take effect until the first full monthly billing cycle following a period not to exceed forty five (45) days from the Effective Date of this Franchise Agreement and Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a certified report from a representative of the Grantee, which shows the basis for the computation of all Gross Revenue actually received from the operation of the Cable System for the provision of Cable Service in the Franchise Area during the period for which such franchise fee payment is made. If the franchise fee payment is not actually received by the Franchising Authority on or before the applicable due date set forth in this Section 7.1, interest shall accrue on the outstanding amount at rates published by the Internal Revenue Service for tax refunds and additional tax payments for the period of delinquency.

7.2. Franchise Fees Subject to Inspection.

7.2.1. Upon reasonable prior written notice, during normal business hours, the Franchising Authority shall have the right to inspect the Grantee's financial records used to

EXHIBIT "C"

calculate the Franchising Authority's franchise fees, and the right to audit and to re-compute any amounts determined to be payable under this Section; provided, however, that any such audit shall take place within three (3) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit conducted by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final audit report, which sets forth the Franchising Authority's findings in detail, including any and all substantiating evidence. The Grantee shall have thirty (30) days from the receipt of the audit report to provide the Franchising Authority with a written response to the audit report, including any substantiating evidence. Any "Finally Settled Amount" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from receipt of written notice of the Final Settlement Amount from the Franchising Authority. For purposes of this Section 7.2.2., the term "Finally Settled Amount" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. The Franchising Authority shall bear the expense of any inspection or audit of the Grantee's books and records.

7.3. **Oversight of Franchise.** In accordance with applicable law, the Franchising Authority shall have the right to oversee, regulate and, on reasonable prior written notice, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. **Technical Standards.** The Grantee shall comply with all appropriate technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise Agreement, the Grantee shall comply with such alterations, modifications or amendments within a reasonable period after their adoption by the FCC. As provided in these rules, the Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. **Maintenance of Books, Records, and Files.**

7.5.1. **Books and Records.** Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement at the Grantee's business office, during normal business hours and without unreasonably interfering with Grantee's business operations. Such books and records shall include, without limitation, any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an audit by the Franchising Authority shall be retained by the Grantee for a minimum period of three (3) years.

7.5.2. **File for Public Inspection.** Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3. **Proprietary Information.** Notwithstanding anything to the contrary set forth in this Section 7, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents of the Franchising Authority that have a need to know, or in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act. For purposes of this Section 7, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, Customer lists, Cable Service and marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive.

7.6. **Transfer of a Franchise.** Neither the Grantee nor any other Person may transfer this Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Franchise or the Cable System in order to secure indebtedness, or (ii) an intra-corporate transfer. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of additional information it requires, if any, to determine the legal, financial, and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

SECTION 8
Insurance and Indemnity

8.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority, certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section 8. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation

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covered in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

8.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System in the Franchise Area, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. If the Franchising Authority determines in good faith that its interests cannot be represented by the Grantee, Grantee shall be excused from any obligation to defend the Franchising Authority.

SECTION 9
System Description and Service

9.1. During the term of this Franchise Agreement the Grantee's Cable System shall be capable of providing a minimum of 56 channels of video programming with satisfactory reception available to its customers in the Franchise Area.

9.2. **Service to School Buildings.** The Grantee shall provide free "Basic" and "Expanded Basic" tier Cable Service, and free installation of one outlet to each public and private school located in the Franchise Area within one hundred twenty five (125) feet of the Grantee's existing distribution cable as of the Effective Date of this Franchise Agreement.

9.3. **Service to Governmental and Institutional Facilities.** The Grantee shall provide free "Basic" and "Expanded Basic" tier Cable Service and free installation of one outlet to each non-residential municipal building located in the Franchise Area within one hundred twenty five (125) feet of the Grantee's existing distribution cable as of the Effective Date of this Franchise Agreement.

SECTION 10
Enforcement and Termination of Franchise

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10.1. **Notice of Violation or Default.** In the event the Franchising Authority believes that the Grantee has not complied with the material terms of this Franchise Agreement, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

10.2. **Grantee's Right to Cure or Respond.** The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's notice described in Section 10.1, above: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default, or (B) to cure such default, or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

10.3. **Public Hearings.** In the event the Grantee fails to respond to the Franchising Authority's notice described in Section 10.1., above, or in the event that the alleged default is not remedied within forty-five (45) days or the date projected pursuant to Section 10.2., above, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time, which is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

10.4. **Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

10.4.1. seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or

10.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of this Franchise Agreement. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of this Franchise Agreement at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

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EXHIBIT "C"

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee in the manner set forth in Section 11.2 herein. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

(iii) The Franchising Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce its rights under the Franchise in lieu of revocation.

10.5. **Technical Violation.** The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited to, the following:

10.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

10.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 11
Miscellaneous Provisions

11.1. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

11.2. **Notice.** All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt

requested, postage prepaid, or by facsimile with confirmed transmission and addressed as follows:

The Franchising Authority:

The Grantee: Comcast Hattiesburg Holding Company, Inc.
General Manager
2100 Lincoln Rd.
Hattiesburg, MS 39402
Facsimile: (601) 268-3956

with a copy to: Comcast Cable Communications, Inc.
Attn: Vice President, Public Affairs
360 Interstate North Parkway, Suite 600
Atlanta, GA 30339
Facsimile: (678) 385-5101

and: Comcast Cable Communications, Inc.
Attn: Legal Dept.
1500 Market Street
Philadelphia, PA 19102
Facsimile: 215-640-4050

11.3. **Entire Agreement.** This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof. All ordinances or parts of ordinances or other agreements whether written, verbal, or otherwise between the Grantee and the Franchising Authority that are in conflict with the provisions of this Franchise Agreement are hereby declared invalid and superseded and this Franchise Agreement shall control.

11.4. **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

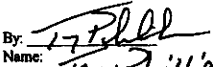
11.5. **Governing Law.** This Franchise Agreement shall be deemed to be executed in the City of Petal, State of Mississippi, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Mississippi, as applicable to contracts entered into and performed entirely within the State.

11.6. **Modification.** No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the

Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

11.7. **No Third Party Beneficiaries.** Nothing in this Franchise nor any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise."

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of this 7 day of June, 2005

Attest: Franchising Authority: City of Petal
By: 
Name: Tony Phillips
Title: Mayor

Attest: Comcast Hattiesburg Holding Company, Inc.
By: _____
John H. Ridall, Jr.
President, Southern Division

EXHIBIT "D"

ADDENDUM NO. 2

PROJECT: **City of Petal Fire Station
Second Bidding
Petal, Mississippi**

ARCHITECT:
Griffin Architecture
455 Lynn Ray Road
Petal, MS 39465

The following additions, changes, clarifications and substitutions to the specifications and drawings indicated in this Addendum #2 dated May 24, 2005 are to be included as part of the contract documents. Changes made by addenda shall take precedence over plans, specifications and addendums. Acknowledge receipt of this addendum by inserting its number and date in the proposal form where indicated.

GENERAL:

The Contractor has the option of using metal building wall panels in lieu of EPDM roof flashing and treated 3/4" plywood at all parapet locations.

Asphalt paving is to be designed using the light duty paving design requirements as outlined in the soil report.

SPECIFICATIONS:

Section 01100 Item 1-2.B Add the following:

B. Project Completion: Project must be substantially complete 240 calendar days from the Notice to Proceed.

by



Lewis Griffin, AIA

EXHIBIT "E"



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E.
KYLE D. WALLACE, P.E.
SHEA E. McNEASE, E.I.
PAUL J. SHOWS (1996)

CHANGE ORDER

Order No. 01

Date: June 1, 2005

Agreement Date: April 4, 2005

NAME OF PROJECT: Sewer Extension for Newly Annexed Areas in the Vicinity of
State Route No. 42 - Petal, Mississippi

OWNER: City of Petal

CONTRACTOR: Storm Reconstruction Services, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

See Attached "Exhibit A"

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE: \$1,793,592.78

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$0.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (~~decreased~~)
by: \$28,978.00

The new CONTRACT PRICE due including this CHANGE ORDER will be \$1,822,570.78

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by N/A calendar days.

ENGINEER: 
Michael T. Waits, P.E., R.L.S.

CONTRACTOR: Horace Overton, Assistant Vice .President

OWNER: City of Petal

ORDINANCE 1981 (53-2)

AN ORDINANCE AMENDING ORDINANCE 1981 (53-1) PROHIBITING
THE MAKING, CREATION, OR MAINTENANCE OF
EXCESSIVE, UNNECESSARY, UNNATURAL, OR UNUSUALLY
LOUD NOISES

EXHIBIT "F"

BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Petal,

Mississippi:

SECTION 1. Section 1-3 (B) of Ordinance 1981 (53-1) as originally adopted on
November 16, 2004 is hereby amended to read as follows, to-wit;

SECTION 1-3(B). RADIOS, PHONOGRAPHS, ETC.

The using, operating or permitting to be played, used, or operated any portable
radio, receiving set, portable musical instrument, portable phonograph, or other portable
achine or device for the producing or reproducing of sound in such a manner as to
disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with
louder volume than is necessary for convenient hearing for the person or persons who are
in the room, vehicle or chamber in which such machine or device is operated and who are
voluntary listeners thereto. The operation of any such portable set, portable instrument,
portable phonograph, portable machine, or portable device shall not be heard at anytime
in such manner as to be plainly audible at a distance of fifty (50) feet from the building,
structure or vehicle in which it is located shall be prima facie evidence of a violation of
this section, unless a permit is granted by the Mayor and Board of Aldermen to grant a
special exemption.

SECTION 2. Except as amended herein, the provisions of Ordinance 1981(53)
and Ordinance 1981(53-1), are in full force and effect.

SECTION 3. This Ordinance will be effective thirty (30) days for and after its
passage.

The foregoing Ordinance having been reduced to writing, the same was
introduced and read and a vote was taken thereon, first section by section, then upon the
Ordinance as a whole, with the following results:

Those present and voting "Yea" and in favor of the passage, adoption and
approval of Section 1, 2, and 3, of the foregoing Ordinance:

Alderman Michael W Draughn

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Alderman Willie W Hinton
Alderman Joe C McMurry, SR

Those present and voting "Nay" or against the adoption of any section of the
foregoing Ordinance:

None

Those present and voting "Yes" and in favor of the adoption of the foregoing
Ordinance as a whole:

Alderman Michael W Draughn
Alderman Willie W Hinton
Alderman Joe C McMurry, SR

Those present and voting "Nay" or against the adoption of the foregoing
Ordinance as a whole:

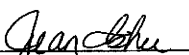
None

WHEREUPON the foregoing Ordinance be, and the same is hereby passed,
adopted and approved on this the 7th day of June, 2005.


Tony Phillips
Mayor

(SEAL)

Attest:


Jeanette
City Clerk

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INTENTIONALLY