

**MUNICIPAL DOCKET  
MAYOR AND BOARD OF ALDERMEN MEETING  
OCTOBER 4, 2016 BEGINNING AT 6:00 P.M.**

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Meeting Called To Order  
Invocation:  
Pledge of Allegiance:  
Roll Call

Mayor Allen Latimer  
Alderman Lay  
Alderman Jones

**I. Vote on Municipal Docket**

**II. Consent Agenda**

- A. Approval of minutes for September 20<sup>th</sup>, 2016 Mayor and Board of Aldermen meeting.
- B. Resignation of Mark Sorrell as public defender effective September 27, 2016.
- C. Resignation of Jessica Blakeley as utility clerk effective September 19, 2016.
- D. Approval of St. Jude Sponsorship for \$500.00, Horn Lake High School Band Sponsorship for \$1,000, and Horn Lake Chamber Sponsorship installment of \$8,000 to be paid with hotel/motel tax proceeds, finding that said event/organization promote the attributes of the City and/or promote the City's tourism and economic development.

**III. Claims Docket**

**IV. New Business**

- A. Resolution for cleaning private property.
- B. Approval for attendance to the MML Small Town Conference.
- C. Approve the franchise agreement contract with Comcast.
- D. Budget Amendment Executive Department
- E. Budget Amendment Legislative Department
- F. Budget Amendment Fire Department
- G. Budget Amendment Animal Control Department

**V. Mayor / Alderman Correspondence**

**VI. Department Head Correspondence**

**VII. Engineer Correspondence**

**VIII. City Attorney Correspondence**

**IX. Executive Session**

**X. Adjourn**

October 4, 2016

Be it remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Horn Lake, Mississippi was held on October 4, 2016 beginning at 6:00 p.m., it being the said time and place for conducting the meeting.

When and where the following were present: Alderman White, Alderman Lay, Alderman Pettigrew, Alderman Jones, Alderman Bledsoe, Alderman Roberts, Billy Campbell, City Attorney, Darryl Whaley, Police Chief, Jay Williams, Public Works Assistant Director, Ron White, Fire Battalion Chief, Larry Calvert, Parks and Rec Director, Jim Robinson, City Clerk, Keith Briley, Planning Director, Danny Smith, Animal Control Director, and Vince Malavasi, City Engineer. Alderman White presided over the meeting as Mayor Pro Tempore.

Absent: Mayor Latimer and Alderman Smith

Order #10-01-16

**Order to approve Municipal Docket**

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Municipal Docket as presented.

Said motion was made by Alderman Pettigrew and seconded by Alderman Roberts.

A roll call vote was taken with the following results:

Ayes: Alderman Lay, Alderman Pettigrew, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk  
Seal

Order #10-02-16

**Order to approve Consent Agenda**

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Consent Agenda as follows:

- A. Approval of minutes for September 20<sup>th</sup>, 2016 Mayor and Board of Aldermen meeting.
- B. Resignation of Mark Sorrell as public defender effective September 27, 2016.
- C. Resignation of Jessica Blakeley as utility clerk effective September 19, 2016.
- D. Approval of St. Jude Sponsorship for \$500.00, Horn Lake High School Band Sponsorship for \$1,000, and Horn Lake Chamber Sponsorship installment of \$8,000 to be paid with hotel/motel tax proceeds, finding that said event/organization promote the attributes of the City and/or promote the City's tourism and economic development.

Said motion was made by Alderman Roberts and seconded by Alderman Jones.

A roll call vote was taken with the following results:

Ayes: Alderman Lay, Alderman Pettigrew, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

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Mayor

Attest:

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City Clerk  
Seal



**CITY OF HORN LAKE BOARD MEETING**

**October 4, 2016**

**CLAIMS DOCKET RECAP C-100416 , D-100416, FYE16-A & FYE16-AD**

NAME OF FUND	TOTAL
GENERAL FUND	\$1,597,117.74
COURT COSTS	\$0.00
EXECUTIVE	\$49.44
LEGISLATIVE	\$76.14
JUDICIAL	\$3,398.73
FINANCIAL ADMIN	\$1,646.45
PLANNING	\$1,003.03
POLICE	\$19,157.10
FIRE & EMS	\$31,723.28
STREET DEPARTMENT	\$15,058.47
ANIMAL CONTROL	\$2,392.22
PARKS & REC	\$18,321.15
PARK TOURNAMENT	\$1,254.00
PROFESSIONAL	
EXPENSE	\$131,456.48
DEBT SERVICES	\$1,371,581.25
HEALTH INSURANCE	\$0.00
LIBRARY FUND	\$1,317.81
ECONOMIC DEVELOPMENT FUND	\$7,025.00
UTILITY FUND	\$26,923.40
<b>TOTAL DOCKET</b>	<b>\$1,632,383.95</b>

VENDOR	VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	CHECK NO	FULL DESC
3098	CIT FINANCE, LLC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$149.23	693539	PD COPIER LEASE
3098	CIT FINANCE, LLC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$38.63	693539	PD COPIER LEASE

2555	MSDEVELOPMENT AUTHOR	ADMINISTRATIVE EXPENSE	NWRS LOAN PAYMENT	\$1,742.04	693541	GMS 50624
6038	A T&T - INTERACT	ADMINISTRATIVE EXPENSE	TELEPHONE EXPENSE	\$900.00	693538	INTERACT MOBILE SERVICES
1970	COMCAST	ADMINISTRATIVE EXPENSE	UTILITIES	\$199.95	693540	INTERNET CITY HALL
1970	COMCAST	ADMINISTRATIVE EXPENSE	UTILITIES	\$4.52	693553	FIRE DEPT CABLE
1970	COMCAST	ADMINISTRATIVE EXPENSE	UTILITIES	\$102.66	693556	PARKS INTERNET
2821	FRIENDS OF HORN LAKE	ECONOMIC DEVELOPMENT	PROMOTIONS	\$6,000.00	693554	MAYOR'S YOUTH COUNCIL SPONSORSHIP
3949	NORTHWEST MS COMMUNI	ECONOMIC DEVELOPMENT	PROMOTIONS	\$1,000.00	693555	NWMCC 2+2 SPONSORSHIP TOURNAMENT
9996	ONE TIME PAY MISC	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$302.40	693542	LOT 240 EASEMENT MEADOWBROOK DR BRIDGE ST AID PROJ
940	HORN LAKE POSTMASTER	UTILITY SYSTEM	TELEPHONE & POSTAGE	\$2,187.97	693557	POSTAGE UTILITY BILLS
2555	MSDEVELOPMENT AUTHOR	UTILITY SYSTEM	CAP LOAN	\$1,858.36	693541	GMS 50709
2555	MSDEVELOPMENT AUTHOR	UTILITY SYSTEM	CAP LOAN	\$2,409.72	693541	GMS 50399
2555	MSDEVELOPMENT AUTHOR	UTILITY SYSTEM	CAP LOAN	\$3,260.51	693541	GMS 50479
5801	LIPSCOMB & PITTS INS	EXECUTIVE	WORKMAN'S COMP INSUR	\$49.44	693535	1ST QTR 2017 WORKERS COMP INS
5801	LIPSCOMB & PITTS INS	LEGISLATIVE	WORKMAN'S COMP INSUR	\$46.16	693535	1ST QTR 2017 WORKERS COMP INS
5801	LIPSCOMB & PITTS INS	JUDICIAL	WORKMAN'S COMP INSUR	\$115.39	693535	1ST QTR 2017 WORKERS COMP INS
5801	LIPSCOMB & PITTS INS	FINANCIAL ADMINISTRATION	WORKMAN'S COMP INSUR	\$98.91	693535	1ST QTR 2017 WORKERS COMP INS
338	CENTER FOR GOVT TECH	FINANCIAL ADMINISTRATION	TRAVEL & TRAINING	\$400.00	693534	CLERK TRAINING J ROBINSON, J VALSAMIS, D FORBES
3688	SOCIETY FOR HUMAN RE	FINANCIAL ADMINISTRATION	TRAVEL & TRAINING	\$190.00	693536	2017 MEMBERSHIP DUES A LINVILLE
5801	LIPSCOMB & PITTS INS	PLANNING	WORKMAN'S COMP INSUR	\$42.86	693535	1ST QTR 2017 WORKERS COMP INS
338	CENTER FOR GOVT TECH	PLANNING	TRAVEL & TRAINING	\$200.00	693534	CLERK TRAINING J ROBINSON, J VALSAMIS, D FORBES
5801	LIPSCOMB & PITTS INS	POLICE	WORKMAN'S COMP INSUR	\$13,682.03	693535	1ST QTR 2017 WORKERS COMP INS
5801	LIPSCOMB & PITTS INS	FIRE & EMS	WORKMAN'S COMP INSUR	\$10,972.00	693535	1ST QTR 2017 WORKERS COMP INS
5801	LIPSCOMB & PITTS INS	STREET DEPARTMENT	WORKMAN'S COMP INSUR	\$4,648.59	693535	1ST QTR 2017 WORKERS COMP INS
5801	LIPSCOMB & PITTS INS	ANIMAL CONTROL	WORKMAN'S COMP INSUR	\$550.58	693535	1ST QTR 2017 WORKERS COMP INS
5801	LIPSCOMB & PITTS INS	PARKS & REC	WORKMAN'S COMP INSUR	\$2,762.78	693535	1ST QTR 2017 WORKERS COMP INS

5801	LIPSCOMB & PITTS INS	ADMINISTRATIVE EXPENSE	INSURANCE PREMIUMS	\$10,126.07	693535	1ST QTR PAC EARTHQUAKE,ACCIDENT CYBER
5801	LIPSCOMB & PITTS INS	ADMINISTRATIVE EXPENSE	INSURANCE PREMIUMS	\$12,500.00	693535	1ST QTR 2017 COMMERCIAL PKG
5801	LIPSCOMB & PITTS INS	ADMINISTRATIVE EXPENSE	INSURANCE PREMIUMS	\$82,500.00	693535	1ST QTR 2017 COMMERCIAL PKG
5801	LIPSCOMB & PITTS INS	ADMINISTRATIVE EXPENSE	INSURANCE PREMIUMS	\$591.00	693535	POLLUTION INS PREMIUM
1385	TRUSTMARK NATIONAL B	DEBT SERVICE FUND	PREPAID DEBT	\$673,056.25	693537	SOB2012 REC BOND
3323	BANCORPSOUTH	LEGISLATIVE	TRAVEL & TRAINING-WD 4	\$14.99	693566	RESERVATION BOOKING FEES SMALLTOWN CONFERENCE
3323	BANCORPSOUTH	LEGISLATIVE	TRAVEL & TRAINING-WD 6	\$14.99	693566	RESERVATION BOOKING FEES SMALLTOWN CONFERENCE
5486	GORDON C SHAW, JR	JUDICIAL	CONTRACT PERSONNEL	\$1,333.34	693602	PROSECUTOR FEE 9-2016
5682	MARK K SORRELL	JUDICIAL	CONTRACT PERSONNEL	\$1,000.00	693620	PUBLIC DEFENDER FEE 9-2016
1322	MISSISSIPPI COURT CL	JUDICIAL	PROFESSIONAL SERVICES	\$50.00	693628	2015-2016 DUES
3391	DELGADO LAW FIRM, PL	JUDICIAL	PROFESSIONAL SERVICES	\$500.00	693580	FINE DUE JUDGE 9-22-16
6059	JOANNA M FREDERICK	JUDICIAL	PROFESSIONAL SERVICES	\$200.00	693610	PROSECUTOR FEE 9-27-16
6061	MATTHEW LOUIS BARTON	JUDICIAL	PROFESSIONAL SERVICES	\$200.00	693624	PROSECUTOR FEE 9-20-16
3323	BANCORPSOUTH	FINANCIAL ADMINISTRATION	FURNITURE/EQUIP/SUPPL	\$48.21	693566	SUPPLIES
291	CDW GOVERNMENT INC	FINANCIAL ADMINISTRATION	MACHINERY & EQUIPMENT	\$909.33	693574	NEW PC
4111	DESOTO TIMES TRIBUNE	PLANNING	ADVERTISING	\$13.20	693585	PN PLANNING COMM MEETING
3323	BANCORPSOUTH	PLANNING	TRAVEL & TRAINING	\$258.00	693566	K BRILEY LODGING APA CONFERENCE
5940	KEITH BRILEY	PLANNING	TRAVEL & TRAINING	\$488.97	693612	APA CONFERENCE REIMBURSEMENT
5579	CMS UNIFORMS - MEMPH	POLICE	UNIFORMS	\$234.84	693577	UNIFORM FOR CHELSEA GUICE
1702	FLEETCOR TECHNOLOGIE	POLICE	FUEL & OIL	\$1,962.75	693600	FUEL WK 9-12 TO 9-18
1702	FLEETCOR TECHNOLOGIE	POLICE	FUEL & OIL	\$1,995.05	693591	FUEL WK 9/19-9/25
1447	INTERNATIONAL ACAD	POLICE	TRAVEL & TRAINING	\$30.00	693607	EMD RETEST FOR ASHLEY JAMES
3323	BANCORPSOUTH	POLICE	TRAVEL & TRAINING	\$680.65	693567	HOTEL LANPHERE
3323	BANCORPSOUTH	POLICE	TRAVEL & TRAINING	\$535.80	693567	B SWAN HOTEL
1505	OFFICE DEPOT CREDIT	POLICE	MACHINERY & EQUIPMENT	\$35.98	693635	PD USB CABLES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$55.00	693604	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$748.72	693604	EMS SUPPLIES



1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$217.80	693604	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$402.68	693604	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$269.00	693604	EMS SUPPLIES
2202	ZOLL MEDICAL CORPORA	FIRE & EMS	MEDICAL SUPPLIES	\$70.67	693719	EMS SUPPLIES
1293	MILLENNIUM PAINT & B	FIRE & EMS	VEHICLE MAINTENANCE	\$2,028.75	693627	REPAIRS ON UNIT 3
1518	O'REILLY AUTO PARTS	FIRE & EMS	VEHICLE MAINTENANCE	\$24.04	693634	WIPER BLADES FD
1518	O'REILLY AUTO PARTS	FIRE & EMS	VEHICLE MAINTENANCE	\$37.19	693634	TRANS FLUID
1199	MATHESON & ASSOCIATE	FIRE & EMS	BUILDING & EQUIP MAINT	\$400.00	693623	CENTRAL MONITORING STATION 3
1199	MATHESON & ASSOCIATE	FIRE & EMS	BUILDING & EQUIP MAINT	\$190.00	693623	SERVICE CALL FIRE STATION #3
3323	BANCORPSOUTH	FIRE & EMS	BUILDING & EQUIP MAINT	\$203.21	693567	BATTERIES FD
5099	EMERGENCY EQUIP PROF	FIRE & EMS	BUILDING & EQUIP MAINT	\$1,000.00	693588	5 ENGINE PUMP TEST
9996	ONE TIME PAY MISC	FIRE & EMS	BUILDING & EQUIP MAINT	\$235.00	693636	CLEAN GUTTERS AND RESEAL STATION 1
78	AMERICAN TIRE REPAIR	FIRE & EMS	FUEL & OIL	\$134.00	693561	4 DISMOUNT & MOUNTS RESCUE 1
78	AMERICAN TIRE REPAIR	FIRE & EMS	FUEL & OIL	\$90.00	693561	UNIT 1
1485	NORTH MISSISSIPPI TI	FIRE & EMS	FUEL & OIL	\$112.53	693633	UNIT 1
1485	NORTH MISSISSIPPI TI	FIRE & EMS	FUEL & OIL	\$1,497.92	693633	4 TIRES FOR RESCUE 1
1518	O'REILLY AUTO PARTS	FIRE & EMS	FUEL & OIL	\$55.96	693634	MOTOR OIL
1702	FLEETCOR TECHNOLOGIE	FIRE & EMS	FUEL & OIL	\$347.49	693596	FIRE DEPT FUEL
1702	FLEETCOR TECHNOLOGIE	FIRE & EMS	FUEL & OIL	\$407.21	693597	FUEL FIRE DEPT
651	ENTERGY	FIRE & EMS	UTILITIES	\$503.36	693589	6770 TUALNE RD.
651	ENTERGY	FIRE & EMS	UTILITIES	\$880.37	693589	6363 HWY 301
651	ENTERGY	FIRE & EMS	UTILITIES	\$435.18	693589	5711 HWY 51 N.
1356	ATMOS ENERGY	FIRE & EMS	UTILITIES	\$49.45	693564	6770 TULANE RD.- #182323
3323	BANCORPSOUTH	FIRE & EMS	TRAVEL & TRAINING	\$2.00	693567	TRAUMA SYMPOSIUM
3323	BANCORPSOUTH	FIRE & EMS	TRAVEL & TRAINING	\$2.00	693567	TRAUMA SYMPOSIUM
3323	BANCORPSOUTH	FIRE & EMS	TRAVEL & TRAINING	\$120.95	693567	CPR BOOKS FD
926	THE HOME DEPOT	FIRE & EMS	MACHINERY & EQUIPMENT	\$403.45	693649	REFRIGERATOR FOR STATION 2
1896	SUNBELT FIRE APPARAT	FIRE & EMS	MACHINERY & EQUIPMENT	\$4,270.68	693648	2 SETS TURNOUTS
4815	MI-DA MAPS	FIRE & EMS	MACHINERY & EQUIPMENT	\$330.00	693625	15 MAP BOOKS
5099	EMERGENCY EQUIP PROF	FIRE & EMS	MACHINERY & EQUIPMENT	\$558.56	693588	RED LENS AND BEACON LIGHT
5099	EMERGENCY EQUIP PROF	FIRE & EMS	MACHINERY & EQUIPMENT	\$168.11	693588	LIGHT LED

5099	EMERGENCY EQUIP PROF	FIRE & EMS	MACHINERY & EQUIPMENT	\$4,500.00	693588	SCOTT SIGHT
4552	DENNIS B PEYTON	STREET DEPARTMENT	CONTRACT PERSONNEL	\$320.00	693582	CONTRACT WORKER- DENNIS PRYTON-9/18- 10/1-2016
339	CERTIFIED LABORATORI	STREET DEPARTMENT	MATERIALS	\$292.00	693575	GRRR-CAR WASH FOR STREET AND U
926	THE HOME DEPOT	STREET DEPARTMENT	MATERIALS	\$104.94	693650	24" BOLT CUTTERS - MATERIAL FOR ST. DEPT.
1831	SOUTHAVEN SUPPLY	STREET DEPARTMENT	MATERIALS	\$1.47	693645	AIR LINE REPAIR - BLDING EQ. MAINT.- MAT. ST. DEPT.
1831	SOUTHAVEN SUPPLY	STREET DEPARTMENT	MATERIALS	\$5.79	693645	BLDING MAINT.-AIR HOSE-MAT. ST. DEPT.
1831	SOUTHAVEN SUPPLY	STREET DEPARTMENT	MATERIALS	\$17.77	693645	MATERIAL FOR SIR LINE -SHOP
3502	AUTO ZONE	STREET DEPARTMENT	MATERIALS	\$58.16	693565	AIR LINE REPAIR SHOP
5260	WRG,LLC	STREET DEPARTMENT	MATERIALS	\$91.51	693718	MATERIAL FOR STREET AND UTILITY DEPT.
2998	SCOTT EQUIPMENT CO	STREET DEPARTMENT	BUILDING & EQUIP MAINT	\$84.12	693642	EQ. MAINT. -ECR38 MINI TRACKHOE-ST. DEPT.
3531	MID SOUTH AG EQUIPME	STREET DEPARTMENT	BUILDING & EQUIP MAINT	\$63.20	693626	WIPER -EQ. MAINT. TS110 NEW HOLLAND TRACTOR-ST. DE
5658	H & E EQUIPMENT SEVI	STREET DEPARTMENT	BUILDING & EQUIP MAINT	\$105.13	693603	EQ. MAINT. SIDE CUTTER FOR VOLVO ECR38-ST. DEPT.
5712	PARAMOUNT UNIFORM	STREET DEPARTMENT	UNIFORMS	\$85.26	693638	UNIFORMS FOR STREET AND UTILITY DEPT.
5712	PARAMOUNT UNIFORM	STREET DEPARTMENT	UNIFORMS	\$90.14	693637	UNIFORMS FOR UTILITY AND STREET DEPT.
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	\$288.99	693599	FUEL P.W.-9/12-9/18- 2016--BG2024874
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	\$273.64	693598	FUEL P.W.-9/19-9/25- 2016--BG2024874
528	DESOTO COUNTY ELECTR	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$8,268.00	693583	SIGNAL TRANSFER SWITCHES
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$2.92	693589	301 @ NAIL RD.
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$71.46	693589	HWY 51 @ GOODMAN RD.
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$37.80	693589	HWY 302 @ TULANE RD.
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$39.77	693589	4035 SHADOW OAKS LGTS
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$16.74	693589	4188 GOODMAN RD.W.
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$18.89	693589	SHADOW OAKS PKWY NLGT
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$29.12	693589	NAIL RD. @ HWY 51
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$19.24	693589	HWY 302 @ HORN LAKE RD.

651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$23.82	693589	HWY 302 @ NAIL RD.
5798	BRANDON WALLACE	ANIMAL CONTROL	CONTRACT PERSONNEL	\$360.00	693570	CONTRACT WORK ANILAL CONTROL
3323	BANCORPSOUTH	ANIMAL CONTROL	UNIFORMS	\$841.02	693567	UNIFORMS- ANIMAL CONTROL CMS UNIFORMS
1702	FLEETCOR TECHNOLOGIE	ANIMAL CONTROL	FUEL & OIL	\$54.01	693592	FUEL A.C.-9/12-9/18- 2016--BG125819
1702	FLEETCOR TECHNOLOGIE	ANIMAL CONTROL	FUEL & OIL	\$94.21	693593	FUEL A.C.- 9/19-9/25- 2016--BG125819
651	ENTERGY	ANIMAL CONTROL	UTILITIES	\$148.26	693589	6520 CENTER ST. E.
651	ENTERGY	ANIMAL CONTROL	UTILITIES	\$344.14	693589	6464 CENTER ST. E.
6048	MARQUETTE V BENSON	PARKS & REC	ASSISTING CONTRACT EMPOLYEES	\$108.75	693622	FOOTBALL CONTRACT
6013	RANNY WILLIAMS	PARKS & REC	OUTSIDE MAINTENANCE STAFF	\$390.00	693640	OUTSIDE MAINT 09/12- 25 2016
6035	HUNTER MCINTYRE	PARKS & REC	OUTSIDE MAINTENANCE STAFF	\$390.00	693606	OUTSIDE MAINT 09/12- 25 2016
54	ALL AMERICAN INC	PARKS & REC	MATERIALS	\$45.90	693560	FOOTBALLS
265	BSN SPORTS, INC	PARKS & REC	MATERIALS	\$787.18	693571	FOOTBALL EQUIPMENT
339	CERTIFIED LABORATORI	PARKS & REC	MATERIALS	\$374.56	693575	STING-X-PRO-MATERIAL FOR PARKS
926	THE HOME DEPOT	PARKS & REC	MATERIALS	\$45.63	693649	PARKS SUPPLIES AND MATERIALS
926	THE HOME DEPOT	PARKS & REC	MATERIALS	\$52.19	693649	MATERIAL PARKS DEPT
926	THE HOME DEPOT	PARKS & REC	MATERIALS	\$31.94	693649	HULA HOE PARKS DEPT
926	THE HOME DEPOT	PARKS & REC	MATERIALS	\$10.32	693649	PARKS MATERIAL FOR TEMP SCOREBOARD
926	THE HOME DEPOT	PARKS & REC	MATERIALS	\$149.00	693649	GRILL FOR CONCESSIONS PARKS DEPT
1518	O'REILLY AUTO PARTS	PARKS & REC	MATERIALS	\$14.99	693634	PARKS LUG WRENCH
1518	O'REILLY AUTO PARTS	PARKS & REC	MATERIALS	\$22.98	693634	LANDMASTER MATERIALS PARKS DEPT
1518	O'REILLY AUTO PARTS	PARKS & REC	MATERIALS	\$2.52	693634	AIR GAUGE
1518	O'REILLY AUTO PARTS	PARKS & REC	MATERIALS	\$16.21	693634	FORD RANGER PARTS PARKS DEPT
1831	SOUTHAVEN SUPPLY	PARKS & REC	MATERIALS	\$81.60	693645	CHAINS LOCKS FOR BASEBALL PARKS DEPT
3323	BANCORPSOUTH	PARKS & REC	MATERIALS	\$151.33	693566	WALMART PARKS SUPPLIES
3323	BANCORPSOUTH	PARKS & REC	MATERIALS	\$54.88	693567	WALMART PARKS CHARGER CAMERA
3323	BANCORPSOUTH	PARKS & REC	MATERIALS	\$9.91	693566	WALMART PARKS VEHICLE MAINT
4365	UNITED REFRIGERATION	PARKS & REC	MATERIALS	\$126.54	693651	NRP CUTTING TOOL PARKS DEPT
5979	CANNON INDUSTRIA	PARKS & REC	MATERIALS	\$318.00	693573	BATHROOM EQUIP

2951	DAVID AVEN	PARKS & REC	UMPIRES	\$160.00	693579	FOOTBALL OFFICIALS 9/12-9/25 2016
3004	SHELTON HERRON	PARKS & REC	UMPIRES	\$160.00	693643	FOOTBALL OFFICIAL 9/12-9/25 2016
4192	MURRAY C SINQUEFIELD	PARKS & REC	UMPIRES	\$160.00	693631	FOOTBALL OFFICIAL 9/12-9/25 2016
4372	GARY BEASLEY	PARKS & REC	UMPIRES	\$200.00	693601	FOOTBALL OFFICIAL 9/12-9/25 2016
4539	KEYTHRIC MERRIWEATH	PARKS & REC	UMPIRES	\$80.00	693614	FOOTBALL OFFICIAL 9/12-9/25/ 2016
4541	MITCHELL WHITE	PARKS & REC	UMPIRES	\$160.00	693629	FOOTBALL OFFICIALS 9/12-9/25 2016
5478	NICHOLAS DRAPER	PARKS & REC	UMPIRES	\$280.00	693632	FOOTBALL OFFICIAL 9/12-9/25 2016
5794	DOMENICK CARLINI	PARKS & REC	UMPIRES	\$160.00	693586	FOOTBALL OFFICIAL 9/12-9/25 2016
5812	JERRY JOHNSTON	PARKS & REC	UMPIRES	\$200.00	693609	FOOTBALL OFFICIAL 9/12-9/25 2016
5930	DARRIN HILL	PARKS & REC	UMPIRES	\$200.00	693578	FOOTBALL OFFICIAL 9/12-9/25 2016
5931	DELJUAN ROBINSON	PARKS & REC	UMPIRES	\$280.00	693581	FOOTBALL OFFICIAL 9/12-9/25 2016
5997	WILKINS R RAYBON	PARKS & REC	UMPIRES	\$200.00	693717	FOOTBALL OFFICIAL 9/12-9/25 2016
6046	MARK THOMPSON	PARKS & REC	UMPIRES	\$80.00	693621	FOOTBALL OFFICIAL 9/12-9/25 2016
6053	ROBRIELLE CHAPMAN	PARKS & REC	UMPIRES	\$360.00	693641	FOOTBALL OFFICIAL 9/12-9/25 2016
1178	MAGNOLIA ELECTRICAL	PARKS & REC	BUILDING MAINT	\$12.69	693618	EQ. MAINT. SCORE BOARD PARKS
1366	MMC MATERIAL	PARKS & REC	BUILDING MAINT	\$864.00	693630	CONCRETE FOR SCOREBOARD
1366	MMC MATERIAL	PARKS & REC	BUILDING MAINT	\$864.00	693630	CONCRETE SCOREBOARD
1831	SOUTHAVEN SUPPLY	PARKS & REC	BUILDING MAINT	\$144.45	693645	BLDING . EQ. MAINT.- SCORE BOARD- PARKS
1831	SOUTHAVEN SUPPLY	PARKS & REC	BUILDING MAINT	\$38.73	693645	EQ. MAINT.- SCOREBOARD PARKS
1831	SOUTHAVEN SUPPLY	PARKS & REC	BUILDING MAINT	\$11.46	693645	EQ. MAINT. SCORE BOARD PARKS
1831	SOUTHAVEN SUPPLY	PARKS & REC	BUILDING MAINT	\$11.30	693645	EQ. MAINT. SCORE BOARD PARKS
1831	SOUTHAVEN SUPPLY	PARKS & REC	BUILDING MAINT	\$9.99	693645	EQ. MAINT. SCORE BOARD PARKS
4365	UNITED REFRIGERATION	PARKS & REC	BUILDING MAINT	\$126.54	693651	EQ. MAINT. -SCORE BOARD-PARKS
5027	SOUTHERN STEEL SUPPL	PARKS & REC	BUILDING MAINT	\$163.00	693646	1/4" X3X3 ANGLE IRON- EQ.SCOREBOARD-PARKS
5298	RAINEY ELECTRONICS	PARKS & REC	BUILDING MAINT	\$662.89	693639	SCOREBOARD BRACKETS
3323	BANCORPSOUTH	PARKS & REC	UNIFORMS	\$43.16	693566	WALMART PARKS CLOTHING
1518	O'REILLY AUTO PARTS	PARKS & REC	FUEL & OIL	\$95.76	693634	OIL / PARK VEHICLES
1702	FLEETCOR TECHNOLOGIE	PARKS & REC	FUEL & OIL	\$256.71	693595	PARKS FUEL

1702	FLEETCOR TECHNOLOGIE	PARKS & REC	FUEL & OIL	\$183.50	693594	PARKS FUEL
3709	BEST-WADE PETROLEUM	PARKS & REC	FUEL & OIL	\$911.34	693568	FUEL PARKS
3709	BEST-WADE PETROLEUM	PARKS & REC	FUEL & OIL	\$823.50	693568	FUEL / PARK
651	ENTERGY	PARKS & REC	UTILITIES	\$26.30	693589	SHADOW OAKS PARK
651	ENTERGY	PARKS & REC	UTILITIES	\$439.05	693589	5633 TULANE RD. BLD-A
651	ENTERGY	PARKS & REC	UTILITIES	\$639.39	693589	5633 TULANE RD. BLD-B
651	ENTERGY	PARKS & REC	UTILITIES	\$1,116.50	693589	5633 TULANE RD. BLD-D
651	ENTERGY	PARKS & REC	UTILITIES	\$235.78	693589	5633 TULANE RD. BLD-F
651	ENTERGY	PARKS & REC	UTILITIES	\$193.90	693589	5633 TUALNE RD. BLG- TENN
651	ENTERGY	PARKS & REC	UTILITIES	\$105.16	693589	6955 TULANE RD. E.- GREG MAXEY PARK
651	ENTERGY	PARKS & REC	UTILITIES	\$44.40	693589	7345 HURT RD.
651	ENTERGY	PARKS & REC	UTILITIES	\$39.62	693589	RIDGEWOOD PARK COMM CSM -B
651	ENTERGY	PARKS & REC	UTILITIES	\$119.05	693589	RIDGEWOOD PARK COMM CSM
651	ENTERGY	PARKS & REC	UTILITIES	\$34.99	693589	5586 TULANE RD.
651	ENTERGY	PARKS & REC	UTILITIES	\$99.05	693589	3500 LAUREL CV.-T. BURMA HOBBS PARK
3323	BANCORPSOUTH	PARKS & REC	PROMOTIONS	\$123.90	693567	WALMART PARKS FOOD FOOTBALL
3323	BANCORPSOUTH	PARKS & REC	PROMOTIONS	\$37.39	693566	WALMART PARKS MISC FOOTBALL
3323	BANCORPSOUTH	PARKS & REC	PROMOTIONS	\$21.89	693567	PROMOTIONS PARKS
3323	BANCORPSOUTH	PARKS & REC	AWARDS/TROPHIES	\$39.39	693566	WALMART PARKS JAMBOREE
3323	BANCORPSOUTH	PARKS & REC	AWARDS/TROPHIES	\$79.68	693567	WALMART PARKS PROMOTIONS FOOTBALL
3323	BANCORPSOUTH	PARKS & REC	AWARDS/TROPHIES	\$46.27	693567	WALMART PARKS PROMOTION FOOTBALL
3323	BANCORPSOUTH	PARKS & REC	TRAVEL & TRAINING	\$195.00	693566	MRPA CONFRENCE K CALVERT
3323	BANCORPSOUTH	PARKS & REC	TRAVEL & TRAINING	\$25.83	693567	K CALVERT CONFERENCE MEALS
3323	BANCORPSOUTH	PARKS & REC	TRAVEL & TRAINING	\$15.77	693567	K CALVERT CONFERENCE MEALS
3323	BANCORPSOUTH	PARKS & REC	TRAVEL & TRAINING	\$12.81	693567	K CALVERT CONFERENCE MEALS
3323	BANCORPSOUTH	PARKS & REC	TRAVEL & TRAINING	\$29.18	693567	K CALVERT CONFERENCE MEALS
3323	BANCORPSOUTH	PARKS & REC	TRAVEL & TRAINING	\$44.70	693567	K CALVERT CONFERENCE MEALS
3323	BANCORPSOUTH	PARKS & REC	TRAVEL & TRAINING	\$41.17	693567	K CALVERT CONFERENCE MEALS
3323	BANCORPSOUTH	PARKS & REC	TRAVEL & TRAINING	\$41.00	693567	K CALVERT CONFERENCE MEALS
3323	BANCORPSOUTH	PARKS & REC	TRAVEL & TRAINING	\$35.75	693567	K CALVERT CONFERENCE MEALS

3323	BANCORPSOUTH	PARKS & REC	TRAVEL & TRAINING	\$588.00	693567	CONFERENCE LODGING CALVERT
4596	JOHN ACKERMAN	PARK TOURNAMENTS	UMPIRES	\$260.00	693611	FALL BALL IUMPIRE 9/12-9/25 2016
5359	ANDREW YEAGER	PARK TOURNAMENTS	UMPIRES	\$202.00	693562	FALL BALL UMPIRE 9/12-9/25 2016
5405	DON REED	PARK TOURNAMENTS	UMPIRES	\$250.00	693587	FALL BALL UMPIRE 9/12-9/25/2016
5846	CAMERON VOGELSANG	PARK TOURNAMENTS	UMPIRES	\$160.00	693572	FALL BASEBALL UMPIRE 9/12-9/25 2016
6021	BRANDON JORDAN	PARK TOURNAMENTS	UMPIRES	\$202.00	693569	FALLBASEBALL 9/12- 9/25 2016
6033	KEVIN HILL	PARK TOURNAMENTS	UMPIRES	\$180.00	693613	FALL BASEBALL UMPIRE 9/12-9/25 2016
676	FARRELL CALHOUN COIN	ADMINISTRATIVE EXPENSE	CLEANING & JANITORIAL	\$101.53	693590	PAINT SUPPLIES
4000	ACTION CHEMICAL	ADMINISTRATIVE EXPENSE	CLEANING & JANITORIAL	\$100.80	693558	JANITORIAL SUPPLY - SHOP
50	AFFINITY LANDSCAPE	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	\$775.00	693559	FAC. MANG. - CITY HALL LAWN SVC- SEPT 2016
1178	MAGNOLIA ELECTRICAL	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	\$74.10	693618	FAC. MANG. CITY HALL LIGHTS
3098	CIT FINANCE, LLC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$90.05	693576	COURT COPIER LEASE
3098	CIT FINANCE, LLC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$66.92	693576	FIRE DEPT COPIER LEASE
3897	ST TREAS FD 3601, AG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$224.00	693647	NCIC JULY 2016
4807	SHRED IT US JV LLC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$64.20	693644	SHRED SERVICES
5730	VAR RESOURCES, INC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$844.56	693715	SERVERS
5801	LIPSCOMB & PITTS INS	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$77.00	693616	ENDORSEMENT PKG DXJ80965778
5580	JEREMY S WELDON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$450.00	693608	5586 JORDAN CUT DATE 09-16-16
5580	JEREMY S WELDON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$250.00	693608	PARCEL 1088281400025400 CUT DATE 092616
5580	JEREMY S WELDON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$300.00	693608	5494 PRAVIN CUT DATE 09-26-16
5580	JEREMY S WELDON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$240.00	693608	5401 NAIL RD CUT DATE 09-21-16
5580	JEREMY S WELDON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$150.00	693608	3157 KIKI CV CUT DATE 9-19-16
5580	JEREMY S WELDON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$250.00	693608	5567 KINGSVIEW CUT DATE 09-19-16
6062	VICKI SWANSON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$2,389.16	693716	REFUND IMPROPER ASSESSMENT - 5531 CLARIDGE COURT
651	ENTERGY	ADMINISTRATIVE EXPENSE	UTILITIES	\$4,431.11	693589	3101 GOODMAN RD. W.
651	ENTERGY	ADMINISTRATIVE EXPENSE	UTILITIES	\$332.05	693589	7460 HWY 301
651	ENTERGY	ADMINISTRATIVE EXPENSE	UTILITIES	\$9.44	693589	7262 INTERSTATE DR.

1356	ATMOS ENERGY	ADMINISTRATIVE EXPENSE	UTILITIES	\$21.46	693563	7460 HWY 301 # 315023
5801	LIPSCOMB & PITTS INS	ADMINISTRATIVE EXPENSE	INSURANCE PREMIUMS	\$5,291.00	693616	REFUND ON DOUBLE PAYMENT OF WC AUDIT REFUND
1125	LEHMAN ROBERTS CO	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	\$5,740.00	693615	ROAD IMPROVEMENTS FOR CITY-(COLD MIX)
651	ENTERGY	LIBRARY EXPENSE	UTILITIES	\$1,317.81	693589	2885 GOODMAN RD. W.
931	HORN LAKE CHAMBER OF	ECONOMIC DEVELOPMENT	PROMOTIONS	\$25.00	693605	INNOVATION LUNCHEON K BRILEY
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$123.78	693711	UTILITY REFUND 01- 0179600
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$67.18	693698	UTILITY REFUND 02- 0301000
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$82.18	693701	UTILITY REFUND 04- 0167300
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$82.18	693702	UTILITY REFUND 04- 0257000
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$31.68	693668	UTILITY REFUND 04- 0266200
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$82.18	693703	UTILITY REFUND 04- 0421400
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$30.00	693666	UTILITY REFUND 04- 0434300
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$123.64	693709	UTILITY REFUND 05- 5124230
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$82.18	693704	UTILITY REFUND 06- 0152500
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$123.78	693710	UTILITY REFUND 07- 0334100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$12.18	693658	UTILITY REFUND 07- 0406100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$127.73	693712	UTILITY REFUND 07- 0408400
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$12.18	693656	UTILITY REFUND 09- 0152100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$67.82	693699	UTILITY REFUND 10- 0897000
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$82.18	693705	UTILITY REFUND 11- 0086300
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$44.36	693685	UTILITY REFUND 11- 0135400
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$0.44	693652	UTILITY REFUND 12- 0039000
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$12.18	693655	UTILITY REFUND 12- 3380100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$82.18	693706	UTILITY REFUND 13- 0005800
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$5.84	693653	UTILITY REFUND 13- 0020100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.58	693681	UTILITY REFUND 13- 0097300
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$30.00	693667	UTILITY REFUND 13- 0124000

9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	693691	UTILITY REFUND 16-0200200
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$132.82	693713	UTILITY REFUND 17-0002100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.06	693697	UTILITY REFUND 17-0060100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$42.18	693682	190051000 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	693690	19-0060000 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$82.18	693707	UTILITY REFUND 21-2110200
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$18.87	693660	UTILITY REFUND 21-2390100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$12.18	693657	UTILITY REFUND 21-4125100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$43.28	693683	UTILITY REFUND 21-4140200
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$44.36	693684	UTILITY REFUND 22-1426100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$120.00	693708	UTILITY REFUND 22-1485300
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	693670	UTILITY REFUND 24-0022100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	693654	UTILITY REFUND 24-4500400
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$44.36	693686	UTILITY REFUND 25-0415400
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$56.38	693688	UTILITY REFUND 28-0004000
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$135.68	693714	UTILITY REFUND 28-0076000
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	693689	UTILITY REFUND 28-0078000
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$35.84	693669	UTILITY REFUND 28-0079000
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$70.00	693700	UTILITY REFUND 32-0015300
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	693676	UTILITY REFUND 33-0078200
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	693677	UTILITY REFUND 33-0118400
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	693678	UTILITY REFUND 33-0133900
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	693679	UTILITY REFUND 33-0136300`
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	693680	UTILITY REFUND 33-0154500
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$25.00	693665	UTILITY REFUND 33-0158600
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$23.50	693661	UTILITY REFUND 54-0133100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$18.00	693659	UTILITY REFUND 54-0171400
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	693671	UTILITY REFUND 56-0211300



9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$23.50	693662	UTILITY REFUND 56-0290200
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	693674	UTILITY REFUND 57-0214000
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	693675	UTILITY REFUND 57-3050300
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$23.50	693663	UTILITY REFUND 57*3485300
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	693672	UTILITY REFUND 57-3800200
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	693673	UTILITY REFUND 57-6627100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$23.50	693664	UTILITY REFUND 58-2560700
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$55.00	693687	UTILITY REFUND 64-0015000
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	693692	UTILITY REFUND 98-0008200
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	693693	UTILITY REFUND 98-0018500
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	693694	UTILITY REFUND 98-0044100
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	693695	UTILITY REFUND 98-0077300
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	693696	UTILITY REFUND
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	\$500.00	693584	4507 TURMAN FARMS CV HORN LAKE MS 38637
1505	OFFICE DEPOT CREDIT	UTILITY SYSTEM	OFFICE SUPPLIES	\$29.90	693635	UTILITY BOOKS BINDING
339	CERTIFIED LABORATORI	UTILITY SYSTEM	MATERIALS	\$292.00	693575	GRRR-CAR WASH FOR STREET AND U
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$36.64	693645	MATERIAL FOR HURT RD. BLDING.
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$15.28	693645	MATERIAL FOR PEMBROOK WATER PLANT
5260	WRG,LLC	UTILITY SYSTEM	MATERIALS	\$91.51	693718	MATERIAL FOR STREET AND UTILITY DEPT.
78	AMERICAN TIRE REPAIR	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$98.50	693561	VEH MAINT. # 994 GARBAGE TRUCK
1178	MAGNOLIA ELECTRICAL	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$340.00	693618	VEH. MAINT, -TIRES- #892 UT.. DEPT.
1180	MAGNOLIA TIRE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$620.00	693619	TIES -VEH MAINT. # 2354 (STEVE BOX)- UT DEPT.
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$38.95	693634	VEH. MAINT. # 4118 UT DEPT.
3502	AUTO ZONE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$39.36	693565	VEH. MAINT, #893 UT DEPT.
3502	AUTO ZONE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$85.39	693565	VEH. MAINT. # 9539 PLANNING
3502	AUTO ZONE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$2.17	693565	S2 OIL FLITER-VEH. MAINT.#2350 (Mr. SHIELDS)-UT DE

3502	AUTO ZONE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$528.56	693565	VEH MAINT. # 4118-UT DEPT.
3502	AUTO ZONE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$9.66	693565	VEH. MAINT. # 893 UT DEPT.
3502	AUTO ZONE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$147.22	693565	VEH. MAINT. # 8441 UT DEPT.
3502	AUTO ZONE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$14.60	693565	VEH. AMINT. # 4118 UT DEPT.
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$7.16	693645	BLDING MAINT. SHOP
3502	AUTO ZONE	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$110.99	693565	BATTERY-EQ. MAINT. BACKHOE
4365	UNITED REFRIGERATION	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$59.22	693651	OXYGEN AND ACETYLENE-EQ. MAINT-UT DEPT.
5862	LUCKETT PUMP	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$721.13	693617	EQ. MAINT. GOODMAN RD. WATER PLANT
5712	PARAMOUNT UNIFORM	UTILITY SYSTEM	UNIFORMS	\$85.26	693638	UNIFORMS FOR STREET AND UTILITY DEPT.
5712	PARAMOUNT UNIFORM	UTILITY SYSTEM	UNIFORMS	\$90.13	693637	UNIFORMS FOR UTILITY AND STREET DEPT.
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	\$450.26	693599	FUEL P.W.-9/12-9/18-2016--BG2024874
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	\$360.83	693598	FUEL P.W.-9/19-9/25-2016--BG2024874
4111	DESOTO TIMES TRIBUNE	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$34.92	693585	PN INTENT TO DIVERT
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$12.36	693589	7268 HORN LAKE RD
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$48.98	693589	KINGSTON ESTATE SPU
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$666.16	693589	6357 HURT RD. WELL COMM CSM
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$11.68	693589	3400 TULANE RD. W.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$37.63	693589	7356 SUSIE LN.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$16.66	693589	5921 CAROLINE DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$68.67	693589	5900 TWIN LAKES . DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$91.13	693589	5111 CAROLINE DR. APT-R
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$12.85	693589	5881 JACKSON DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$18.84	693589	5696 LAURIE CV. APT-R
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$53.74	693589	5768 CHOCTAW LIFT PUMP
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$50.03	693589	LAKE FOREST LIFT ST.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$10.40	693589	KINGSVIEW LAKE
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$1,680.29	693589	3101 GOODMAN RD. W.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$44.68	693589	5536 WINTERWOOD DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$480.13	693589	4871 GOODMAN RD.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$165.77	693589	5235 GOODMAN RD.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$893.28	693589	2885 MEADOWBROOK DR.

651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$10.57	693589	4959 PECAN AVE.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$11.39	693589	4585 PECAN AVE.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$10.91	693589	6652 ALICE DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$78.47	693589	4854 SHERRY DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$11.75	693589	4704 LAKE CV.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$11.26	693589	7445 HICKORY ESTATES DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$364.70	693589	WELL @ HOLLY HILLS COMM CSM
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$39.79	693589	HICKORY FOREST LIFT ST.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$305.89	693589	POPLAR FOEST LOT # 38
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$242.39	693589	7240a WILLOW POINT DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$25.62	693589	5408a RIDGEFIELD DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$137.87	693589	4410 SHADOW GLEN DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$678.61	693589	6400 CENTER E.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$19.58	693589	7076 CHANCE RD
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$53.57	693589	DESOTO RD. PUMP
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$145.51	693589	CROSS RD. PUMP
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$14.73	693589	4787 BONNE TERRE DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$10.79	693589	4556 BONNE TERRE DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$60.21	693589	3259 NAIL RD.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$1,785.09	693589	NAIL RD.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$166.44	693589	6285 MANCHESTER DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$69.46	693589	4356 SHARON DR.
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$68.28	693589	4526 ALDEN LAKE DR. W.
5518	MAILFINANCE	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$330.00	693721	1ST QTR POSTAGE METER FINANCING
706	FIRST NATIONAL BANK	DEBT SERVICE EXP	2015 REFUNDING GENERAL OBLIGAT	\$698,525.00	693720	SPEC ASS 2015 BOND
				<b>\$1,632,383.95</b>		



**CITY OF HORN LAKE**  
**BOARD MEETING**  
**October 4, 2016**

<b>Department</b>	<b>9/29/2016</b>	<b>Overtime Amount</b>
<b>Animal Control</b>	\$3,946.16	\$0.00
<b>Judicial</b>	\$9,531.53	\$38.81
<b>Fire/Amb</b>	\$59,722.95	\$0.00
<b>Fire/Budgeted OT</b>	\$0.00	\$8,959.05
<b>Fire/Non Budgeted OT</b>	\$0.00	\$1,554.41
<b>Fire/ST Non Budgeted OT</b>	\$0.00	\$219.17
<b>Finance</b>	\$6,586.15	\$0.00
<b>Legislative</b>	\$4,219.63	\$0.00
<b>Executive</b>	\$2,873.00	\$0.00
<b>Parks</b>	\$11,181.39	\$495.00
<b>Planning</b>	\$4,352.58	\$0.00
<b>Police</b>	\$118,427.59	\$5,147.04
<b>Public Works - Streets</b>	\$13,040.57	\$11.52

<b>Public Works - Utility</b>	\$23,320.02	\$1,228.50
<b>Grand Total</b>	<b>\$257,201.57</b>	<b>\$17,653.50</b>

Order #10-03-16

**Approval of Claims Docket**

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Claims Docket as presented provided funds are budgeted and available.

Said motion was made by Alderman Lay and seconded by Alderman Roberts.

A roll call vote was taken with the following results:

Ayes: Alderman Lay, Alderman Pettigrew, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

---

Mayor

Attest:

---

City Clerk  
Seal

- At this time the Mayor Pro Temp White opened the Public Hearing on the properties alleged to be in need of cleaning. No one appeared to speak or offer evidence to dispute the need for cleaning as provided by City Code Enforcement. The hearing was declared closed.

Resolution #10-01-16

#### **RESOLUTION FOR CLEANING PRIVATE PROPERTY**

**WHEREAS**, the governing authorities of the City of Horn Lake have received complaints regarding the following properties:

3515 Cornwall Cove	6114 Ravenwood East	3850 Conrail
4167 Grace	5662 Caroline	2644 Bristol Cove
7160 Benji	5680 Chickasaw	Parcel 2081 1100 0000 0206
Parcel 2081 1100 0000 0202		

To the effect that said properties have been neglected to the point that weeds and grass are overgrown and there may exist other significant code and hazardous issues on the properties and that the properties in their present condition are a menace to the public health, safety and welfare of the community; and

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code of 1972 Annotated, as Amended, the municipal authorities have attempted notifying the property owner of the condition of the property, giving at least two (2) weeks' notice before the date of the public hearing, by mailing the notice to the address of the subject property and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting the ad valorem tax; and on the property or parcel of land alleged to be in need of cleaning, giving notice of a hearing, by the Mayor and Board of Aldermen at their regular meeting on Tuesday, October 4, 2016 beginning at 6:00 p.m.; and

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code of 1972 Annotated, as Amended by HB 1281 of the 2010 regular session, a copy of the notice form, that was mailed and posted on the property or parcel is set out below to be included in the minutes of the governing authority in conjunction with this hearing; and

Date

To:

The enclosed Notice of Hearing is given to you, as owner of the property located at, **property address** pursuant to Section 21-19-11 of the Mississippi Code. The public hearing will be held for the governing authority to determine if the above described property is in need of cleaning. **The public hearing on this property will be held on October 4, 2016 beginning at 6:00 p.m., at City Hall, 3101 Goodman Road, Horn Lake, Mississippi 38637.**

If pursuant to the public hearing the above described property is found to be in need of cleaning and it is authorized by the governing authority, the city will mow the grass and/or clean this property and make any other necessary repairs to bring this property into compliance with codes and ordinances adopted by the city.

If the property is cleaned by the city, the actual cost of cleaning the property, a penalty as set by the governing authority (up to the maximum of \$1,500.00), and any administrative and legal costs incurred by the city will be recorded as a tax lien against the property with the Desoto County Tax Collector's Office.

**You are further advised should the Board of Aldermen, pursuant to this hearing, determine that this property is in need of cleaning and adjudicate such on its minutes, that will authorize the city to reenter this property or parcel of land for a period of one (1) year after the hearing, without any further hearing, if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.**

I declare that the notice with this acknowledgement was mailed and/or posted on the property on September 19, 2016.

Henry Gibson  
Code Enforcement Officer  
662-393-6174

**WHEREAS**, the Mayor and Board of Aldermen on said date conducted a hearing to determine whether or not said parcels of land in their present condition were a menace to the public health, safety and welfare of the community. The property owner did not appear at said hearing, nor was any defense presented on their behalf.

**THEREFORE, BE IT RESOLVED AND ADJUDICATED** by the Mayor and Board of Aldermen of the City of Horn Lake that the said parcels of land located at said properties in the City of Horn Lake in their present condition are a menace to the public health, safety and welfare of the community and if said land owners do not do so themselves the City of Horn Lake with the use of municipal employees or contract services will immediately proceed to clean the land, cutting weeds, removing rubbish, other debris and make any other necessary repairs. All actual costs, plus penalties, administrative and legal costs will become an assessment and be filed as a tax lien against the property.

Following the reading of the Resolution it was introduced by Alderman Jones. And seconded by Alderman Roberts for adoption and the Mayor put said Resolution to a Roll Call Vote with the following results, to wit:

<b>ALDERMAN LAY</b>	<b>Aye</b>
<b>ALDERMAN BLEDSOE</b>	<b>Aye</b>
<b>ALDERMAN SMITH</b>	<b>Absent</b>
<b>ALDERMAN ROBERTS</b>	<b>Aye</b>
<b>ALDERMAN PETTIGREW</b>	<b>Aye</b>
<b>ALDERMAN JONES</b>	<b>Aye</b>
<b>ALDERMAN WHITE</b>	<b>No Vote</b>

The resolution having received the proper vote of all Aldermen present was declared to be carried and adopted on the 4<sup>th</sup> Day of October, 2016.

---

ALLEN LATIMER, MAYOR

ATTEST:

Order #10-04-16

**Order to approve MML small town conference attendance**

Be It Ordered:

By the Mayor and Board of Aldermen to approve the MML small town conference in Natchez MS October 12-13, 2016.

Said motion was made by Alderman Roberts and seconded by Alderman Pettigrew.

A roll call vote was taken with the following results:



Ayes: Alderman Lay, Alderman Pettigrew, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

---

Mayor

Attest:

---

City Clerk  
Seal

**Ordinance #16-10-243**

**Ordinance of the Mayor and Board of Aldermen of the City of Horn Lake, Mississippi,  
Granting a Non-Exclusive Franchise to Comcast for the Construction, Operation, and  
Maintenance of a Cable System**

WHEREAS, Comcast of Arkansas/Florida/Louisiana/Minnesota/Mississippi/Tennessee, Inc. ("Comcast"), is a Delaware corporation, authorized to do business in Mississippi, incorporated or organized, among other things for the purpose of constructing, operating, and maintaining cable systems; and

WHEREAS, Comcast has constructed, operated, and maintained a cable system in the City of Horn Lake, Mississippi ("City"), under the authority of a prior franchise granted by the City, and desires to continue to do so under a new or renewed franchise; and

WHEREAS, the City is authorized under the provisions of Sections 21-27-1, 21-13-3, and 77-9-713 of the Mississippi Code of 1972, as amended, to grant Comcast a new or renewed franchise.

NOW, THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Horn Lake, DeSoto County, Mississippi as follows, to-wit:

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the following franchise agreement is in the best interest of the City and its citizens and is hereby approved:

---

***Franchise Agreement***

between the

***City of Horn Lake, Mississippi***

and

***Comcast of Arkansas/Florida/Louisiana/Minnesota/Mississippi/Tennessee, LLC***

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## **AGREEMENT**

This **AGREEMENT** is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), and is between the City of Horn Lake, Mississippi, an incorporated Mississippi city (the "Franchising Authority" or the "City"), and Comcast of Arkansas/Florida/Louisiana/Minnesota/ Mississippi/Tennessee, LLC (hereinafter referred to as the "Company"). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

### **SECTION 1**

#### **GRANT OF AUTHORITY**

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service only, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of fifteen (15) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this

Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

*1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.*

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the

Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled meeting of the Mayor and Board of Aldermen.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

**1.5.3 Subsequent Change in Law.** If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60)

days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

***1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.***

## **SECTION 2**

### **THE CABLE SYSTEM**

#### **2.1 The System and Its Operations.**

2.1.1 **Service Area.** As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 **System.** As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 **System Technical Standards.** Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 **Testing Procedures; Technical Performance.** Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

#### **2.2 Requirements with Respect to Work on the System.**

2.2.1 **General Requirements.** The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with Mississippi's Regulation of Excavations Near Underground Utility Facilities law (Miss. Code § 77-13-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

## 2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining 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. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The issuance of permits, licenses, or other approvals shall not be unreasonably delayed or withheld by the Franchising Authority. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

## 2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance 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 the new grades or lines. If public funds are available to any Person using the Street for the purpose of



defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape or private development project.

**2.4.2 Relocation at Request of Third Party.** On the request of any individual or entity holding a building construction or moving permit issued by the Franchising Authority, the Company shall temporarily relocate its facilities to permit the construction or moving of such building, provided: (i) the expense of such temporary relocation is paid, in advance, by the requesting individual or entity; and (ii) the Company receives at least ninety (90) days' prior written notice to arrange for such temporary relocation.

**2.4.3 Restoration of Streets.** If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Mississippi Department of Transportation's Construction Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

**2.4.4 Trimming of Trees and Shrubbery.** The Company shall have the right to trim trees, vegetation, or natural growth as necessary to operate and maintain its Cable System in the Franchise Area. The Company shall reasonably compensate the Franchising Authority or the property owner for any damages caused by such trimming.

**2.4.5 Aerial and Underground Construction.** If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company 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. The Company shall be entitled to expand and upgrade its System as it deems reasonably necessary.

2.4.6 New Developments. The Franchising Authority shall provide the Company 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 the developer to give the Company access to open trenches for deployment of cable facilities and at least ten (10) business days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. In addition, the City will allow the Company to access poles owned by the City at no cost for the purpose of attaching its facilities, provided there is room for such attachments and the Company pays for the costs of installation, removal, and maintenance of its facilities on such City-owned poles.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

### **SECTION 3**

#### **CUSTOMER SERVICE**

3.1 Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of the standards do not constitute a breach of this Franchise Agreement. Continued or substantial non-compliance with the requirements set forth in Appendix B, evidenced by written complaints submitted to the Franchising Authority by ten percent (10%) or more of the Company's subscribers in the Franchise Area within a calendar quarter, may be treated by the Franchising Authority as an event of non-compliance with material terms of the Agreement subject to the terms of Section 6. If after receiving notice from the Franchising Authority that the above complaint threshold has been met, the Company fails to bring the number of complaints below the complaint threshold for the following quarter, the Company shall pay the Franchising Authority liquidated damages of \$5,000, and each quarter thereafter until the number of complaints is brought below the threshold.

3.2 Written Complaints. In addition to the requirements set forth in Appendix B, the Company shall respond to all written customer complaints within three (3) business days of receipt; provided, however, that such written complaints are received at the Company's address provided in Section 10.6 hereof.

## SECTION 4

### COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Mississippi, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the

reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

4.4 Service to Governmental and Institutional Facilities.

4.4.1 Complimentary Installation and Service. The Company shall, within thirty (30) days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant, the Company shall, within thirty (30) days of receipt of a written request from the Franchising Authority, provide a written estimate for the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

## SECTION 5

### COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Mississippi Public Records Act (Miss. Code § 25-61-1, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Mississippi Public Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

The Company agrees to indemnify and hold harmless, including the payment of attorneys' fees, the Franchising Authority, its employees, agents, consultants, and elected officials, for any claim arising out of the Franchising Authority's refusal to produce, in response to a request by any Person or entity other than the Company, documents the Company has designated as "Confidential," "Proprietary," or "Trade Secret." The Company further agrees to indemnify and hold harmless, including the payment of attorneys' fees, the Franchising Authority, its employees, agents, consultants, and elected officials for any claim arising out of the Franchising Authority's production, in response to a request by any Person or entity, documents the Company has not designated as "Confidential," "Proprietary," or "Trade Secret." The Franchising Authority will not disclose to any other Person any requested records labeled by the Company as "Confidential," "Proprietary," or "Trade Secret" unless such disclosure is required by law or compelled by court order.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

## **SECTION 6**

### **ENFORCEMENT**

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Meeting with Officials. If the Company fails to respond to the Violation Notice described in Section 6.1 above, or the alleged noncompliance is not remedied within thirty (30) days or the date projected by the Company pursuant to Section 6.2 above, the Franchising Authority shall schedule a meeting with representatives of both the Company and the Franchising Authority to resolve the matter. Such meeting shall be scheduled at a time that is reasonably convenient to both parties.

6.4 Enforcement. Subject to applicable federal and state law, if after the meeting provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

## 6.5 Revocation.

6.5.1 Prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board 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 Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area.

## **SECTION 7**

### **ASSIGNMENTS AND OTHER TRANSFERS**

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way;

(b) a description of the transferee's service area; and

(c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

## **SECTION 8**

### **INSURANCE AND INDEMNITY**

#### **8.1 Insurance.**

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Mississippi, and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, 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. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the City.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Mississippi Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend 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.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.



## SECTION 9

### PUBLIC, EDUCATION, GOVERNMENT ACCESS

9.1 Channel Capacity. The Company agrees to make available channel capacity, up to one (1) fully dedicated Channel position, on the digital tier to be designated for non-commercial, non-revenue generating public, educational, or governmental ("PEG") access purposes. Unused time on the PEG Channel position may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority.

9.2 Programming Obligations. The Company shall not be required to dedicate a full time channel for use by the Franchising Authority until it has produced eight (8) hours per week of non-duplicative original programming on the activated PEG Channel for three (3) consecutive months. Once the channel is dedicated for PEG use, the Franchising Authority certifies and commits to continued production at the eight (8) hours per week of non-duplicative original programming threshold throughout the term of the Agreement. Should the Franchising Authority fail to maintain eight (8) hours of programming per week for any period of three (3) consecutive months on the PEG Channel, the Company may reclaim the Channel position for its own use. For purposes of this Agreement, original programming includes programming produced specifically for, about, or by the City of Horn Lake or the DeSoto County School System. Character-generated messages, video bulletin board messages, traffic cameras, or other passively produced content shall not count towards the programming obligations of this Agreement.

9.3 Channel Positions. At any time during the term of this Agreement and at the Company's sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company's Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.4 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.5 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.6 No Liability. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for PEG programming cablecast over the Cable System.

## SECTION 10

### MISCELLANEOUS

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Horn Lake, Mississippi.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

City of Horn Lake  
Attn: Mayor  
3101 Goodman Road West  
Horn Lake, MS 38637

COMPANY:

Comcast of Arkansas/Florida/Louisiana/Minnesota/  
Mississippi/Tennessee, LLC

Attn: Vice President, Government Affairs

6200 The Corners Parkway, Suite 200

Norcross, GA 30092

With a copy to: Comcast of Arkansas/Florida/Louisiana/Minnesota/  
Mississippi/Tennessee, LLC

Attn: Director, External Affairs

3251 Players Club Parkway

Memphis, TN 38125

And: Comcast Cable Communications, LLC

Attn: Vice President, Government Affairs

600 Galleria Parkway, Suite 1100

Atlanta, GA 30339

And: Comcast Cable Communications, LLC

Attn: Legal Dept.

One Comcast Center

Philadelphia, PA 19103

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which

representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Mississippi and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this 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 of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

10.13 Governing Law. This Agreement shall be deemed to be executed in the City of Horn Lake, State of Mississippi, and shall be governed in all respects, including validity, interpretation, and effect, by and

construed in accordance with the laws of the State of Mississippi, as applicable to contracts entered into and to be performed entirely within that state.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Mississippi ("Federal Court") or in a court of the State of Mississippi of appropriate jurisdiction ("Mississippi State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Mississippi State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this 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 Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third-Party Beneficiaries. Nothing in this Agreement, or 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, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Aldermen of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

**City of Horn Lake, Mississippi**

By: \_\_\_\_\_

Name: Allen Latimer

Title: Mayor

(Seal)

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**Comcast of Arkansas/Florida/Louisiana/Minnesota/**

**Mississippi/Tennessee, LLC**

By: \_\_\_\_\_

Name: Douglas R. Guthrie

Title: Regional Senior Vice President

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

### DEFINED TERMS

*For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.*

**“Agreement”** means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

**“Basic Service”** means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

**“Cable Act”** means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

**“Cable Service”** means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

**“Cable Service Provider”** or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

**“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 Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

**“Channel”** means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

**“Company”** means Comcast of Arkansas/Florida/Louisiana/Minnesota/Mississippi/ Tennessee, LLC, a limited liability company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

**“FCC”** means the Federal Communications Commission, its designee, or any successor thereto.

**“Franchise Area”** means the incorporated areas of the City of Horn Lake, Mississippi, including any areas annexed by the Franchising Authority during the term of the Franchise.

**“Franchising Authority”** means the City of Horn Lake, Mississippi, or lawful successor, transferee, designee, or assignee thereof.

**“Gross Revenues”** means all revenues received from Subscribers for the provision of Cable Service or Video Service, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles (“GAAP”). Gross Revenues shall not include:

(A) amounts billed and collected as a line item on the Subscriber’s bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this definition of “Gross Revenue,” such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber’s bills;

(B) any revenue not actually received, even if billed, such as bad debt;

(C) any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) any amounts attributable to refunds, rebates, or discounts;

(E) any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including without limitation revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including without limitation yellow pages, white pages, banner



advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to Cable or Video Services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) any revenue received from providing or maintaining inside wiring;

(I) any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) any amounts attributable to a reimbursement of costs including but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

**"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.

**"Signal"** means any transmission of radio frequency energy or of optical information.

**"Streets"** means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

**"Subscriber"** means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

**"Video Programming"** means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

**"Video Service"** means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet

protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

**“Video Service Provider” or “VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

## APPENDIX B

### CUSTOMER SERVICE STANDARDS

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

#### TITLE 47—TELECOMMUNICATION

#### CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION

#### PART 76—CABLE TELEVISION SERVICE

#### Subpart H—General Operating Requirements

#### **§ 76.309 Customer service obligations.**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Horn Lake, DeSoto County, Mississippi at a regular meeting thereof held on the 4<sup>th</sup> day of October, 2016.

After first having been reduced to writing, then read and considered section by section and as a whole by the Mayor and Board of Aldermen, a motion was properly made by Alderman Roberts and duly seconded by Alderman Jones for the adoption of this ordinance. A roll call was taken with the following results:

Alderman Pettigrew:	Yea
Alderman Lay:	Yea
Alderman Smith:	Absent
Alderman Jones:	Yea
Alderman Bledsoe:	Yea
Alderman Roberts:	Yea

The foregoing ordinance was adopted this the 4<sup>th</sup> day of October, 2016.

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Mayor

Attest:

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City Clerk  
Seal

Order #10-05-16

**Order to approve Executive Department Budget Amendment**

Be It Ordered:

By the Mayor and Board of Aldermen to approve Executive Department Budget Amendment.

Said motion was made by Alderman Pettigrew and seconded by Alderman Roberts.

A roll call vote was taken with the following results:

Ayes: Alderman Lay, Alderman Pettigrew, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk  
Seal

**Horn Lake, Mississippi  
BUDGET AMENDMENT REQUEST**

Fund/Department #    Executive

Updated 10/13

Date:            10/4/16

ACCT #	LINE ITEM	ANNUAL BUDGET	INCREASE	DECREASE	NEW ANNUAL BUDGET
111-600100	WAGES AND SALARIES	97,600	0	600	97,000
111-602500	MED/LIFE/VISION/DENTAL	9,800	600		10,400
	<b>TOTALS</b>		600	600	

Reason for Request: OVERAGE IN INSURANCE EXPENSES  
(Show detailed justification)

Requested by: JIM ROBINSON

For Department: EXECUTIVE



Order #10-06-16

**Order to approve Legislative Department Budget Amendment**

Be It Ordered:

By the Mayor and Board of Aldermen to approve Legislative Department Budget Amendment.

Said motion was made by Alderman Pettigrew and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Lay, Alderman Pettigrew, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk  
Seal

**Horn Lake, Mississippi  
BUDGET AMENDMENT REQUEST**

Fund/Department #    **LEGISLATIVE**

Updated 10/13

Date:            **10/4/16**

ACCT #	LINE ITEM	ANNUAL BUDGET	INCREASE	DECREASE	NEW ANNUAL BUDGET
115-802700	WORKMAN'S COMP INSURANCE	350	0	40	310
115-828900	TRAVEL & TRAINING AT LARGE	2,500	40		2,540
	<b>TOTALS</b>		40	40	

Reason for Request:    **OVERAGE IN EXPENSES**  
(Show detailed  
justification)

Requested by:            **JIM ROBINSON**

For Department:        **LEGISLATIVE**

Order #10-07-16

**Order to approve Fire Department Budget Amendment**

Be It Ordered:

By the Mayor and Board of Aldermen to approve Fire Department Budget Amendment.

Said motion was made by Alderman Roberts and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Lay, Alderman Pettigrew, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk  
Seal

**Horn Lake, Mississippi  
BUDGET AMENDMENT REQUEST**

Fund/Department #

FIRE

Updated 10/13

Date:

10/4/16

ACCT #	LINE ITEM	ANNUAL BUDGET	INCREASE	DECREASE	NEW ANNUAL BUDGET
260-600100	WAGES & SALARIES	2,206,000	0	4,100	2,201,900
260-600300	OVERTIME	62,000	4,100		66,100
260-611803	VEHICLE MAINTENANCE	55,000	1,028.75		56,029
010-560100	MISCELLANEOUS REVENUE	145,000		1,028.75	143,971
	<b>TOTALS</b>		5,128.75	5,128.75	

Reason for Request: OVERAGE IN EXPENSES  
(Show detailed  
justification)

Requested by: DAVID LINVILLE

For Department: FIRE

Order #10-08-16

**Order to approve Animal Control Department Budget Amendment**

Be It Ordered:

By the Mayor and Board of Aldermen to approve Animal Control Department Budget Amendment.

Said motion was made by Alderman Roberts and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Lay, Alderman Pettigrew, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk  
Seal

# Horn Lake, Mississippi BUDGET AMENDMENT REQUEST

Fund/Department # ANIMAL CONTROL

Updated 10/13

Date: 10/4/16

ACCT #	LINE ITEM	ANNUAL BUDGET	INCREASE	DECREASE	NEW ANNUAL BUDGET
401-600100	WAGES & SALARIES	110,300	700		111,000
401-600300	OVERTIME	4,500		4,000	500
410-602500	MED/LIFE/VISION/DENTAL	19,600	3,300		22,900
	<b>TOTALS</b>		4,000.00	4,000.00	

Reason for Request: OVERAGE IN EXPENSES  
(Show detailed justification)

Requested by: DANNY SMITH

For Department: ANIMAL CONTROL

Order# 10-09-16

**Determination to go Into Executive Session**

Be it Ordered:

By the Mayor and Board of Aldermen go into determination for Executive Session.

Said Motion was made by Alderman Roberts and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Lay, Alderman Pettigrew, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

---

Mayor

Attest:

---

City Clerk  
Seal

Order# 10-10-16

**Order to come out of Determination for Executive Session**

Be it Ordered:

By the Mayor and Board of Aldermen to come out of Determination for Executive Session.

Said Motion was made by Alderman Roberts and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Lay, Alderman Pettigrew, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

---

Mayor

Attest:

---

City Clerk  
Seal

Order #10-11-16

**Order to go into Executive Session**

Be it Ordered:

By the Mayor and Board of Aldermen to go into Executive Session Regarding:

- 1) Discussion of personnel matters in the planning department.

Said Motion was made by Alderman Roberts and seconded by Alderman Jones.

A roll call vote was taken with the following results:

Ayes: Alderman Pettigrew, Alderman Lay, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

---

Mayor

Attest:

---

City Clerk  
Seal



Order #10-12-16

**Order to Come Out of Executive Session**

Be it Ordered:

By the Mayor and Board of Aldermen to come out of Executive Session.

Said Motion was made by Alderman Roberts and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Pettigrew, Alderman Lay, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk  
Seal

Order #10-13-16

**Order to Adjourn**

Be it Ordered:

By the Mayor and Board of Aldermen to adjourn this meeting

Said Motion was made by Alderman Roberts and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Lay, Alderman Pettigrew, Alderman Bledsoe, and Alderman Roberts.

Nays: Alderman Jones.

Absent: Alderman Smith.

So ordered this 4th day of October, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk  
Seal

\*\*\*\*\*

The minutes for the October 4, 2016 Mayor and Board of Aldermen meeting were presented to the Mayor for his signature on \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk  
Seal