The Mayor and Board of Aldermen of the City of Hernando met in regular session at City Hall on Tuesday, December 19, 2023 at 6:00 P.M. with Mayor Chip Johnson presiding. Alderpersons present were: Alderman W.I. "Doc" Harris, Alderwoman Natalie Lynch, Alderman Andrew Miller, Alderman Bruce Robinson, Alderman Chad Wicker, Alderwoman Beth Ross, and Alderman Ben Piper. Also present for the meeting were: City Clerk Pam Pyle, City Attorney Steven Pittman, Assistant Police Chief Charles Lanphere, Dispatch Director Deborah Rosenberg, Parks Director Jared Barkley, Public Works Director Lee Germany, Planning Director Austin Cardosi, City Engineer, Joe Frank Lauderdale, Nester Duran, Katherine Spears, Robert Spears, Lindsey Piper, Sibonie Swatzyna, and Greg Smith.

20231219-2

PLEDGE OF ALLEGIANCE

Pledge of Allegiance

20231219-3

INVOCATION

Alderman Miller gave the invocation.

20231219-4

AGENDA

Agenda
City of Hernando
Mayor and Board of Alderman
Regular Meeting

December 19, 2023 6:00 pm

- 1) Call the meeting to order.
- 2) Pledge of Allegiance
- 3) Invocation
- 4) Approve Agenda
- 5) Approve Docket of Claims No.'s 59734-60034
- 6) Approve Minutes from the Regular Mayor and Board of Aldermen Meeting on December 5, 2023.
- 7) Consent Agenda
 - A) Approval for S. Markway and K. Lebo to attend Gangs & Narcotics class in Houston, TX on 3/17-3/20/2024 and pay for travel costs and registration.
 - B) Approval for J. Ward and L. Marshall to attend Tac Emergency Casualty Care for LE class at RCTA-Meridian, MS on 2/2-2/15/2024 and pay for travel only.
 - C) Approval for Sgt. Solomon and Morgan Massey to attend Tac Arrest & Control Procedures class at RCTA Meridian, MS on 1/28-2/2/2024 and pay for travel only.
 - D) Approval for W. Cunningham to attend Tactical Medical Instructor class at MLEOTA in Pearl, MS on 1-21/1-24-2024 and pay for lodging.
 - E) Approval for A. Moore to attend Tactical Emergency Casualty Care class at NAS Meridian, MS on 3-12/3-15-2024 at no charge.

- F) Approval of closing of streets for the 2024 Water Tower Festival. The Hernando Chamber of Commerce would like to request the following street closings:
 - Panola Street from Saturday, September 28, 2024 at 4:00am through Sunday, September 29, 2024 at noon
 - 2. Losher Street to Highway 51 from Saturday, September 28, 2024 at 4:00am to 6:00pm
 - Commerce Street from Highway 51 to City Hall, Caffey Street, Memphis Street and West Center Street from 4:00am through 6:00pm on Saturday, September 28,2024
- G) Approval of request by the Hernando Chamber of Commerce to close streets for the 2024 Christmas Parade scheduled for Monday, December 2, 2024 for its usual parade course.
- H) Requesting Board approval to allow the Quilting in the Grove Quilt Guild to host a Quilts of Valor program on Saturday, February 10th, 2024 from 12:00pm to 4:00pm.
- I) Requesting approval to enter into an agreement with Chris Jeter for their umpire assignor services for the 2024 spring and fall youth baseball, youth softball, and adult softball seasons.
- J) Approval for renewal of Aloompa city app agreement.
- K) Approval for the Mayor, Board of Aldermen, Pam Pyle, Nicole Hilario, Gia Matheny, Ed Espitia, Julie Gates, Beth Garcia, Cassi Perry, Jared Barkley, Steven Pittman, and Scott Smith to attend the MML Summer 2024 conference on June 23-June 27, 2024 and pay for registration, lodging, and travel.
- 8) Personnel Docket
- 9) Donations Docket
- 10) Approval of Resolution for donation to the Museum of \$6,000.00.
- 11) Approval of Franchise Agreement with Telepak Networks/C Spire.
- 12) **PL-1773 Getwell Farms Phase 1 Final Plat** Request for final plat approval for 1 lot on 2.96 acres for The Collection at Getwell Farms. The subject property is located on the west side of Getwell Road, south I-269 in Sections 33, Township 2, and Range 7,
- 13) **PL-1779 Nesbit Phase 14, Lot 10** Request for final plat approval for 1 lot on 3.52 acres. The subject property is located at the southern terminus of Nesbit Drive, South of Nesbit Road, West of U.S. Highway 51, and east of Gwynn Road, in Section 25, Township 2 South, Range 8 West,
- 14) Requesting approval to enter into an agreement with AERC for their services regarding the design of a new restroom facility at Milton Kuykendall Park
- 15) Requesting Board approval of the "Energy Equipment Installation Contract" between the City and Path Company LLC, as the Energy Service Company (ESCO) for \$724,027 and for the Mayor to sign.
- 16) Utility Adjustments
- 17) Adjourn

Motion was duly made by Alderman Piper and seconded by Alderman Wicker to approve the amended Agenda as presented and move docket #60008 to item number 8 to discuss.

A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, and Alderman Piper.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 19th day of December, 2023.

20231219-5

APPROVE DOCKET OF CLAIMS NO.'S 59734-60034

The Board of Aldermen were presented with a docket of claims No. 59734-60034 removing docket #60008 with the final amount of \$1,584,325.70 for approval.

Motion was duly made by Alderman Miller and seconded by Alderman Robinson to approve the amended docket of claims for payment as presented.

A vote was taken with the following results:

Those voting "Aye": Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, and Alderman Harris.

Those voting "Nay": None.

Absent: None

ORDERED AND DONE this the 19th day of December, 2023.

A copy of the Claims Docket is attached and fully incorporated into these minutes.

20231219-6

APPROVE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN DECEMBER 5, 2023

Motion was duly made by Alderwoman Ross and seconded by Alderman Robinson to approve the minutes from the regular Mayor and Board of Alderman Meeting on December 5, 2023.

A vote was taken with the following results:

Those voting "Aye": Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, and Alderman Miller.

Those voting "Nay": None.

Absent: None

ORDERED AND DONE this the 19th day of December, 2023.

20231219-7

CONSENT AGENDA

- A) Approval for S. Markway and K. Lebo to attend Gangs & Narcotics class in Houston, TX on 3/17-3/20/2024 and pay for travel costs and registration.
- B) Approval for J. Ward and L. Marshall to attend Tac Emergency Casualty Care for LE class at RCTA-Meridian, MS on 2/2-2/15/2024 and pay for travel only.
- C) Approval for Sgt. Solomon and Morgan Massey to attend Tac Arrest & Control Procedures class at RCTA Meridian, MS on 1/28-2/2/2024 and pay for travel only.
- D) Approval for W. Cunningham to attend Tactical Medical Instructor class at MLEOTA in Pearl, MS on 1-21/1-24-2024 and pay for lodging.
- E) Approval for A. Moore to attend Tactical Emergency Casualty Care class at NAS Meridian, MS on 3-12/3-15-2024 at no charge.
- F) Approval of closing of streets for the 2024 Water Tower Festival. The Hernando Chamber of Commerce would like to request the following street closings:
 - 4. Panola Street from Saturday, September 28, 2024 at 4:00am through Sunday, September 29, 2024 at noon
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 - Commerce Street from Highway 51 to City Hall, Caffey Street, Memphis Street and West Center Street from 4:00am through 6:00pm on Saturday, September 28,2024
- G) Approval of request by the Hernando Chamber of Commerce to close streets for the 2024 Christmas Parade scheduled for Monday, December 2, 2024 for its usual parade course.

- H) Requesting Board approval to allow the Quilting in the Grove Quilt Guild to host a Quilts of Valor program on Saturday, February 10th, 2024 from 12:00pm to 4:00pm.
- I) Requesting approval to enter into an agreement with Chris Jeter for their umpire assignor services for the 2024 spring and fall youth baseball, youth softball, and adult softball seasons.
- J) Approval for renewal of Aloompa city app agreement.
- K) Approval for the Mayor, Board of Aldermen, Pam Pyle, Nicole Hilario, Gia Matheny, Ed Espitia, Julie Gates, Beth Garcia, Cassi Perry, Jared Barkley, Steven Pittman, and Scott Smith to attend the MML Summer 2024 conference on June 23-June 27, 2024 and pay for registration, lodging, and travel.

Motion was duly made by Alderman Piper seconded by Alderman Robinson to approve the consent agenda as presented.

A vote was taken with the following results:

Those voting "Aye": Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, and Alderman Miller.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 19th day of December, 2023

20231219-8

DISCUSSION ON DOCKET #60008 TOTALING \$240,767.39 TO SOUTHERN PAVING LLC.

Alderman Piper stated he had complaints from citizens about the paving work done by Southern Paving. The work was not up to par and not what we usually see. Notting Hill work next to this was not up to that work standard.

Joe Frank Lauderdale stated that it was challenging to keep up with Southern Paving and keep the mix hot. He really had to stay after the crew. The standards could have been done better. He also stated that the payment amount is more than the estimate per street bid total, as the bid is per ton, and they used more than they estimated.

Mayor Johnson stated that they did meet our minimum standards.

Alderman Miller stated that they met our minimum requirements on this job and if they bid again, their work is not up to the city's standards and would not be a "best bid" option.

Motion was duly made by Alderman Piper seconded by Alderman Robinson approval to pay docket #60008 totaling \$240,767.39 to Southern Paving

A vote was taken with the following results:

Those voting "Aye": Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, and Alderman Miller.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 19th day of December, 2023

	CONTRACT CHANGE ORDER DATE: 18-1-23	
OWNER:	City of HELNANDO	
CONTRAC	TOR: SOUTHERN PAVING CO-	
CHANGE	ORDER NUMBER: / CONTRACT NUMBER:	
PROJECT	NAME: HELNANDO ASPHALT STREET DUCLLAY PAOJECT	2023
PROJECT		
REASON	FOR CHANGE: ADDITIONAL ASPHALT NEEDED AS SHOWN	
	Below.	
HE CONTRA	CTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRA	ACT PLANS,
-	ONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED):	T
NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	TOTAL
4. 5. 6. 7.	Mt. Pleasant Ext Add Asphalt for Milling area at Curb (20 Tons) College St Add 45 feet in length (10 Tons) Timberlane Drive Add Asphalt for Milling area at Curb (15 Tons) Ridge View Drive Add Asphalt for Milling area at Curb (26 Tons) Northwood Drive West Add Asphalt for Milling area at Curb (30 Tons)	\$2,540.00 \$1,270.00 \$1,905.00 \$3,302.00 \$3,810.00
		TOTAL
ORIGINAL CO	DINTRACT AMOUNT:	TOTAL 211, 864.00
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20231219-9

PERSONNEL DOCKETT

Motion was duly made by Alderman Robinson seconded by Alderman Piper to approve the personnel docket as presented.

A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, and Alderman Piper.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 19th day of December, 2023.

PERSONNEL DOCKET

December 19, 2023

New Hires	Department	Position Title	Start Date		Rate of Pay
Kandice Riley	Court	Deputy Court Clerk	1/2/2024		15.60 /HR
				Current	
	Previous		Effective	Rate of	Proposed
Pay Adjustments	Classification	New Classification	Date	Pay	Rate of Pay
Brandon Ty Campbell	P2	P3	1/3/2024	\$26.00/Hr	\$27.30/Hr
Charles Hank Hudson	Firefighter	Driver	12/31/2023	\$15.13/Hr	\$17.75/Hr
Christopher Malone	Brush-Streets	Supervisor		\$17.85/Hr	\$18.85/Hr
Tyrone Davis		Spray Certification		\$18.75/Hr	\$19.24/Hr

20231219-10

DONATIONS DOCKET

Motion was duly made by Alderwoman Ross seconded by Alderman Robinson to approve the Donations Docket as presented.

A vote was taken with the following results:

Those voting "Aye": Alderman Miller, Alderwoman Lynch, Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, and Alderman Harris.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 19th day of December, 2023.

DONATIONS TO THE CITY

12/19/2023 Board Meeting

Animal Shelter

DATE	NAME	AMOUNT	
12/4/2023	Lorey Smith	10.00	General Animal Services
12/11/2023	Windy City Grille	500.00	General Animal Services
12/11/2023	Jacqueline Winchel	50.00	General Animal Services

20231219-11

APPROVAL OF RESOLUTION FOR DONATION TO THE MUSEUM OF \$6,000.00.

Motion was duly made by Alderwoman Ross and seconded by Alderman Robinson approval of Resolution for donation to the Museum of \$6,000.00.

A vote was taken with the following results:

Those voting "Aye": Alderwoman Ross, Alderman Wicker, Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, and Alderman Robinson.

Those voting "Nay": None.

Absent: None

ORDERED AND DONE this the 19th day of December, 2023

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF HERNANDO, MISSISSIPPI APPROVING DONATIONS

WHEREAS, the City of Hernando ("City") desires to approve certain donations as allowed pursuant to the Mississippi Code; and

WHEREAS, the City pursuant to Mississippi Code 21-19-44 desires to appropriate and contribute budgeted funds for, local economic development organizations; and

WHEREAS, the City, pursuant to Mississippi Code 17-3-1 and 17-3-3 and Mississippi Code 39-15-1, desires to advance the development, promotion and coordination of the arts and history and bring favorable notice to the City by adding support to the DeSoto Museum

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Hernando, Mississippi as follows, to wit:

- 1. Pursuant to Mississippi Code 17-3-1 and 17-3-3 and Mississippi Code 39-15-1, the City hereby approves a donation in the amount of \$6,000.00 to the DeSoto Museum which contribution will support the development, promotion and coordination of the arts and history and bring favorable notice to the City.
- 2. The City Clerk's Office is hereby authorized and directed to make such donation from City funds. Following the reading of the foregoing resolution, Alderman Miller made the motion to adopt the Resolution and Alderwoman Lynch seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman Harris voted: Aye Alderwoman Lynch voted: Aye Alderman Miller voted: Aye Alderman Robinson voted: Aye Alderman Wicker voted: Aye Alderwoman Ross voted: Aye Alderman Piper voted: Aye

RESOLVED AND DONE, this 19th day of December, 2023.

	CHIP JOHNSON, MAYOR	•
ATTEST:		
CITY CLERK, PAM PYLE		

20231219-12

APPROVAL OF FRANCHISE AGREEMENT WITH TELEPAK NETWORKS/C SPIRE.

Motion was duly made by Alderman Piper seconded by Alderman Robinson approval of Franchise Agreement with Telepak Networks/C Spire.

A vote was taken with the following results:

Those voting "Aye": Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, and Alderwoman Ross.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 19th day of December, 2023.

Franchise Agreement

between

City of Hernando, Mississippi

and

TELEPAK NETWORKS, INC.

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1	GRANT OF AUTHORITY1
SECTION 2	THE CABLE SYSTEM4
SECTION 3	CUSTOMER SERVICE7
SECTION 4	COMPENSATION AND OTHER PAYMENTS7
SECTION 5	COMPLIANCE REPORTS8
SECTION 6	ENFORCEMENT9
SECTION 7	ASSIGNMENT AND OTHER TRANSFERS11
SECTION 8	INSURANCE AND INDEMNITY
SECTION 9	PUBLIC, EDUCATION, GOVERNMENT ACCESS12
SECTION 10	MISCELLANEOUS14
APPENDIX A	DEFINED TERMS
APPENDIX B	CUSTOMER SERVICE STANDARDSB-1
	AGREEMENT

This *AGREEMENT* is effective as of the ____ day of _____, 2023 (the "Effective Date"), and is between the City of Hernando, Mississippi (the "Franchising Authority" or the "City"), and Telepak Networks, Inc. (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 <u>Grant of Franchise</u>. 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, and it does not grant or prohibit the right(s) of the Company to provide other services.

- Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.
- 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.

The Company specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, in the event of a conflict between (A) the lawful provisions of the City Code or applicable regulations of the City and (B) this Franchise, the express provisions of this Franchise shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances, or any regulation of City, except in the lawful exercise of City's police power. The Company acknowledges that the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. The Company agrees to comply with such lawful modifications to the City Code; however, the Company reserves all rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Streets.

1.5 Competitive Equity and Subsequent Action Provisions.

- 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.
- 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 board meeting.
- (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.
- 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 <u>Effect on This Agreement</u>. 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 <u>Service Area</u>. 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. Permit fees and reimbursements paid through the permitting process is separate, and in addition to, any other fees included in the Franchise as generally applied on a non-discriminatory

basis to the Company and all other users of the right-of-way. Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. 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 <u>Code Compliance</u>. 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 <u>Conditions on Street Occupancy</u>.

- 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, sidewalk, or private development project.
- 2.4.2 <u>Relocation at Request of Third Party</u>. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires;
 - and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.
 - 2.4.3 <u>Restoration of Streets</u>. 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 <u>Trimming of Trees and Shrubbery</u>. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.
 - 2.4.5 <u>Aerial and Underground Construction</u>. 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 <u>New Developments</u>. 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 thirty (30) 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 <u>Use of Existing Poles</u>. 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. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 <u>Change in Franchise Area.</u> 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

<u>Customer Service</u>. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

- 4.1 <u>Compensation to the Franchising Authority</u>. 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 <u>Franchise Fees—Amount</u>. 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 <u>Franchise Fees—Payment</u>. 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 <u>Company to Submit Franchise Fee Report</u>. 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 <u>Franchise Fee Payments Subject to Audit; Remedy for Underpayment.</u> 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 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 <u>Interest on Late Payments</u>. 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.

SECTION 5 COMPLIANCE REPORTS

- 5.1 <u>Compliance</u>. 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 <u>Reports</u>. 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 <u>File for Public Inspection</u>. 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 <u>Treatment of Proprietary Information</u>. 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.

5.5 <u>Emergency Alert System</u>. 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 <u>Notice of Violation</u>. 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 <u>Company's Right to Cure or Respond</u>. 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 <u>Hearing</u>. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.
- 6.4 <u>Enforcement</u>. Subject to applicable federal and state law, if after the hearing 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 After the hearing and determination provided for in Section 6.3 and 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 <u>Technical Violations</u>. 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 or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

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 Telepak Networks Inc.

SECTION 8 INSURANCE AND INDEMNITY

8.1 <u>Insurance</u>.

- 8.1.1 <u>Liability Insurance</u>. 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, with a rating of not less than "A minus," 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 <u>Workers' Compensation</u>. The Company shall ensure its compliance with the Mississippi Workers' Compensation Act.

8.2 <u>Indemnification</u>.

- At all times both during and after installation, so long as Company's Telecommunications System is located upon any portion of the City's Public Ways, Company covenants, warrants and agrees to indemnify and hold harmless the City, its officers, employees, agents and contractors, of an from any and all suits, damages, claims, liabilities, losses and expenses, including reasonable attorney's fees, directly or indirectly arising from or related to: (a) the installation, operation, repair or maintenance by any Person of Company's Telecommunications System within the City; (b) provided City has complied with Mississippi's 811 law, if applicable, any injury, loss, or damage to the City's utility lines arising from or related to the installation, operation, repair or maintenance of Company's Telecommunications System; and (c) provided the private service line owner has complied with Mississippi's 811 law, if applicable, any injury, loss, or damage to provide private service arising from or related to the installation, operation, repair or maintenance of Company's Telecommunications System. Without the intent of limiting any of the foregoing, it is agreed that Company shall indemnify and hold harmless, the City, its officers, officials, employees, agents and contractors of and from any and all claims for personal injury, wrongful death, property damage, or otherwise which are directly or indirectly attributable, in whole or in part, to the acts or omissions of Company or its officers, employees, agents or contractors in connection with the subject matter of this Agreement, which indemnity shall be at the sole expense of Company, including the obligation to pay any and all sums required, including any settlement, judgment, attorney fees, court costs, or otherwise.
- 8.2.2 The indemnification obligations of Company set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Company under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Company.
- 8.2.3 Franchising Authority does not, and shall not, waive any rights against Company which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by Franchising Authority, or the deposit with Franchising Authority by Company, of any of the insurance policies described in this Franchise.

The indemnification of Franchising Authority by Company provided for in 8.2.1 shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

- 8.2.4 In the event the Franchising Authority believes it has a claim subject to indemnification hereunder, Franchising Authority must, with respect to each claim:
- i. Promptly notify Company in writing of any claim or legal proceeding which gives rise to such right;

- ii. Afford Company the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
- iii. Fully cooperate with reasonable requests of Company, at Company's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

SECTION 9 PUBLIC, EDUCATION, GOVERNMENT ACCESS

- 9.1 <u>Channel Capacity</u>. 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 <u>Programming Obligations</u>. The Franchising Authority certifies and commits to maintain eight (8) hours per week of non-duplicative original programming on each activated PEG Channel position 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 any PEG Channel, the Company may reclaim that Channel position for its own use. For purposes of this Agreement, original programming includes programming produced specifically for, about, or by the City of Hernando or Desoto County Schools. Charactergenerated messages, video bulletin board messages, traffic cameras, or other passively produced content shall not count towards the programming obligations of this Agreement.
- 9.3 <u>Channel Positions</u>. 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 <u>Equipment</u>. 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 <u>No Liability</u>. 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 <u>Controlling Authorities</u>. 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 <u>Appendices</u>. 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 <u>Enforceability of Agreement; No Opposition</u>. 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 <u>Governmental Powers</u>. 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 Hernando, Mississippi.
- 10.5 <u>Entire Agreement</u>. 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 other agreements between the Company and the Franchising Authority are hereby terminated.
- 10.6 <u>Notices</u>. 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 Hernando Attn: Mayor 475 West Commerce Street Hernando, Mississippi 38632

With copy to: Steven Pittman

City Attorney, City of Hernando

P.O. Box 193

Southaven, Mississippi 38671

If to Telepak: Telepak Networks, Inc.

Mark Rigney, Senior Vice President 1018 Highland Colony Parkway, Suite 400

Ridgeland, Mississippi 39157

- 10.7 <u>Additional Representations and Warranties</u>. 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 <u>Organization, Standing, and Authorization</u>. The Company is a corporation validly existing and in good standing under the laws of the State of Mississippi and is duly authorized to do business in the State of Mississippi and in the Franchise Area.
 - 10.7.2 <u>Compliance with Law</u>. 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 <u>Maintenance of System in Good Working Order</u>. 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 <u>Binding Effect</u>. 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 <u>Severability</u>. 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 <u>No Agency</u>. 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 <u>Governing Law.</u> This Agreement shall be deemed to be executed in the City of Hernando, 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 <u>Claims Under Agreement</u>. 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 <u>Modification</u>. 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 <u>Delays and Failures Beyond Control of Company</u>. 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 <u>Duty to Act Reasonably and in Good Faith</u>. 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 <u>Contractual Rights Retained</u>. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.
- 10.19 <u>No Third-Party Beneficiaries</u>. 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 Alderman of said Franchising Authority, has caused the 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.

SIGNATURE PAGE TO FOLLOW

City of Hernando, Mississippi

By: Name: Title: (Seal)	
Attest:	
ъ.	
	AK NETWORKS, INC.
By:	
Name:	Mark Rigney
Title:	Senior Vice President, Engineering
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 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 Telepak Networks, Inc., 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 Hernando, Mississippi, including any areas annexed by the Franchising Authority during the term of the Franchise.
- "Franchising Authority" means the City of Hernando, Mississippi, or lawful successor, transferee, designee, or assignee thereof.
- "Gross Revenues" "Gross Revenues" means all revenue derived by the Company, its affiliates, subsidiaries, or parent, or Person from the provision and operation of its Cable System to provide Cable Service within the municipal boundaries of the Franchise Authority including, but not limited to, all Cable Service fees, Franchise Fees, equipment rental, premium services, pay-per-view, home wire maintenance service revenue, late fees, home shopping revenue, installation, disconnection and connection fees, advertising revenue equipment revenue and related income sources. If Grantee offers voice, Cable Service and data services for one bundled fee, the Franchising Authority will still receive a five percent franchise fee on the amount of the bundled fee attributable to the Cable service, which will be calculated by the Grantee using a methodology that allocates revenue on a pro rata basis when comparing bundled service price and its components to the sum of the published rate card, except as required by specific federal, state, or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. The term Gross Revenue shall not include refundable deposits, bad debt (provided that if amounts previously representing bad debt are collected, then those amounts shall be included in Gross

Revenues for the period in which they are collected), investment income, programming launch support payments so long as not booked as revenue by Company, nor any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit. The Franchising Authority acknowledges and accepts that Company maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP").

"**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, preexisting 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
 - (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) Franchising Authority acknowledges that due to the nature of the equipment and underground fiber installation practices of Company which differ substantially from those of certain other cable television service providers, compliance with 47 C.F.R. 76.309(c)(2)(i) may not be practicable in some cases. However, "Standard" installations are those that are located up to 125 feet from the existing Telepak distribution system. Standard installations will be performed within a reasonable period of time taking into account the technical complexity of the installation. Absent conditions beyond the control of Telepak, Standard installations will be completed no later than thirty (30) days after an order has been placed.
 - (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]

20231219-13

PL-1773 GETWELL FARMS PHASE 1 FINAL PLAT - REQUEST FOR FINAL PLAT APPROVAL FOR 1 LOT ON 2.96 ACRES FOR THE COLLECTION AT GETWELL FARMS. THE SUBJECT PROPERTY IS LOCATED ON THE WEST SIDE OF GETWELL ROAD, SOUTH I-269 IN SECTIONS 33, TOWNSHIP 2, AND RANGE 7.

Motion was duly made by Alderman Piper seconded by Alderman Robinson to grant Final Plat Approval to Mr. Chance Walker, IPD LLC, representing the owner is for Final Plat approval for Phase 1 for the Collection at Getwell Farms, Based upon a finding that the submitted final plat generally conforms to the requirements of the City's codes and ordinances, subject to the following conditions 1 through 17 including a waiver for 25% rule per the PUD.

A vote was taken with the following results:

Those voting "Aye": Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, and Alderman Robinson.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 19th day of December, 2023.



BOARD OF ALDERMEN STAFF REPORT

PL-1773 Project No.:

Final Plat Approval for Phase 1 of The Collection at Getwell Farms, 2.96 Request:

Location: The subject property is located on the west side of Getwell Road, south

I-269 in Sections 33, Township 2, and Range 7,

Applicant: Chance Walker, IPD LLC, representing the owner

December 19th 2023 Date:

INTRODUCTION:

Mr. Chance Walker, IPD LLC, representing the owner is requesting Final Plat Approval for Phase 1 for The Collection at Getwell Farms. The proposed plat will create one new industrial lot. The subject property is located on the west side of Getwell Road, south 1-269 in Sections 33, Township 2, and Range 7, and is currently zoned "PUD"

The parcel is currently vacant with access to centralized water and sanitary sewer services are proposed to temporarily be serviced by a private disposal system. When available, public sewer will be connected. As proposed, each lot meets or exceeds development requirements of the plan text for the Collection at Getwell Farms. With this being the first phase of the PUD, a waiver of the "25%" rule is also requested. For PUD zoning, 25% of the residential units are required to be developed prior to commercial development taking place, unless waived by the Board. The property was zoned PUD at the August 2023 Board of Aldermen meeting. Excerpts from that plan text are attached.

PROPOSED MOTION:

Motion to grant Final Plat Approval to Mr. Chance Walker, IPD LLC, representing the owner is for Final Plat Approval for Phase 1 for The Collection at Getwell Farms, based upon a finding that the submitted final plat generally conforms to the requirements of the City's codes and ordinances, subject to the following conditions:

1. All landscaping in all common open space areas, natural areas, buffer areas, streetscape areas, medians, islands, and the entrance signage areas and such other associated improvements shall be installed/constructed prior to the issuance of any building permit within that respective

- phase of the development. Street trees may be bonded insuring their installation prior to the final inspection and occupancy of the residence upon each lot.
- 2. Improvements are to be the responsibility of the developer and not the responsibility of the City of Hernando.
- 3. Grading, drainage, and engineering construction plans shall be submitted to the Office of Planning for review and approval by the City Engineer and Public Works Director.
- 4. The developer shall install drainage pipe, erosion control material, sewer mains and service, water mains, fire hydrants, and water service, gas mains and service, curb and gutter for all streets, and gravel or soil cement base for the streets and one (1) layer of blacktop, 1½" thick, before the plat of the subdivision, or any phase of the subdivision, is recorded. A performance guarantee must be filed for the remainder of the improvements in an amount set by the City Engineer. This includes another 1½" of blacktop making a total of three (3") of blacktop surface and sidewalks.
- 5. Sidewalks shall be installed on the both sides of all streets.
- 6. Finished floor elevations shall be listed for each lot.
- 7. Streetlights shall be installed at the developer's expense. Streetlight plans shall be submitted to the Office of Planning for City Engineer and Planning Director approval.
- 8. All utilities and services (electric, telephone, cable, etc.) are to be installed underground. The water service lines shall be installed with tracing wire at the top.
- 9. No relocated buildings will be allowed.
- 10. Surrounding properties that are within 100 ft. shall be outlined with ownership records given .
- 11. Federal Emergency Management Agency (FEMA) designated floodplain and flood elevations shall be illustrated on the plat.
- 12. Prior to recording the final plat, all Public Improvements shall be installed, completed, and accepted by the City of Hernando.
- 13. Prior to recording the final plat, the Developer shall include all required certificates and execute those that are applicable to him and his assigns.
- 14. Following Final Plat Approval by the Board of Aldermen, the Developer shall submit two (2) complete sets of construction plans for review and approval to the Office of Planning.
- 15. Following Final Plat Approval by the Board of Aldermen and prior to the beginning of const ruction , the Developer shall enter into a Development Contract with the City of Hernando for the installation of all required Public Improvements. This is in accordance with A11icle VI
 - Required Minimum Improvements, §B. Procedures for Posting or Release of Bonds of the City of Hernando's Land Subdivision Ordinance.
- 16. Prior to recording the final plat, the Developer shall submit for approval a schedule of Lot Numbers and associated street addresses to the Office of Planning. Corner lots shall include potential addresses for both streets.
- 17. Prior to Construction Plan approval, the Developer shall obtain a Large Area Grading Permit from the Mississippi Depa1tment of Environmental Quality (MDEQ) and submit a copy to the Office of Planning.

20231219-14

PL-1779 NESBIT PHASE 14, LOT 10 REQUEST FOR FINAL PLAT APPROVAL FOR 1 LOT ON 3.52 ACRES. THE SUBJECT PROPERTY IS LOCATED AT THE SOUTHERN TERMINUS OF NESBIT DRIVE, SOUTH OF NESBIT ROAD, WEST OF U.S. HIGHWAY 51, AND EAST OF GWYNN ROAD, IN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 8 WEST.

Motion was duly made by Alderwoman Lynch seconded by Alderman Miller to grant Final Plat Approval for Phase 14 of Nesbit Industrial Park, 1 lot, 3.52 acres, located at the southern terminus of Nesbit Drive, South of Nesbit Road, West of U.S. Highway 51, and east of Gwynn Road, in Section 25, Township 2 South, Range 8 West, based upon a finding that the submitted final plat generally conforms to the requirements of the City's codes and ordinances, subject to the following conditions: 1-9.

A vote was taken with the following results:

Those voting "Aye": Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, and Alderman Miller.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 19th day of December, 2023.



BOARD OFALDERMEN STAFF REPORT

Project No: PL-1779

Request: Final Plat Approval for Phase 14, Lot 10 of Nesbit Industrial Park, 3.52

Total Acres

Location: At the southern Terminus of Nesbit Drive, South of Nesbit Road, West of

U.S. Highway 51, and east of Gwynn Road, in Section 25, Township 2

South, Range 8 West

Applicant: Robert Davis of Timher Ridge, LLC, owner of the property

Date: December 19th 2023

INTRODUCTION:

Mr. Robert Davis of Timber Ridge, LLC, owner of the property, is requesting Final Plat Approval for Phase 14, lot 10 for Nesbit Industrial Park. The proposed plat will create one new industrial lot. The subject properties are located at the southern terminus of Nesbit Drive, South of Nesbit Road, West of U.S. Highway 51, and east of Gwynn Road, in Section 25, Township 2 South, Range 8 West, and is currently zoned "M-1," Light Industrial District.

DISCUSSION:

All lots are currently vacant with access to centralized water and sanitary sewer services. As proposed, each lot meets or exceeds development requirements of the "M-1," Light Industrial District.

Not uncommon in industrial subdivisions, many of the phases of the Nesbit Industrial Park Subdivision consist of only one or two lots, leading to a number of phases. All of the phases were approved by the City of Hernando Planning Commission and the Board of Aldermen.

PROPOSED MOTION:

Motion to grant Final Plat Approval for Phase 14 of Nesbit Industrial Park, **1** lots, 3.52 acres, located at the southern terminus of Nesbit Drive, South of Nesbit Road, West of U.S. Highway 51, and east of Gwynn Road, in Section 25, Township 2 South, Range 8 West, based upon a finding that the submitted final plat generally conforms to the requirements of the City's codes and

ordinances, subject to the following conditions:

- 1. Improvements are to be the responsibility of the developer and not the responsibility of the City of Hernando.
- 2. Grading, drainage, and engineering construction plans to be approved by the City Engineer and Public Works Director.
- 3. The developer shall install drainage pipe, erosion control material, sewer mains and service, water mains, fire hydrants, and service, gas mains and service, curb and gutter for all streets, and gravel or soil cement base for the streets and one (1) layer of blacktop, 1½" thick, before the plat of the subdivision is recorded. A performance guarantee must be filed for the remainder of the improvements in an amount set by the City Engineer. This includes another 1½" of blacktop making a total of three (3") of blacktop surface and sidewalks. Prior to recording the final plat, all public improvements shall be installed, completed, and accepted by the City of Hernando.
- 4. The Developer shall enter into a Development Contract with the City of Hernando for the installation of all required Public Improvements. This is in accordance with Article VI Required Minimum Improvements, §B. Procedures for Posting or Release of Bonds of the City of Hernando's Land Subdivision Ordinance.
- 5. Streetlights shall be installed at the developer's expense. Streetlight plans shall be submitted to the Office of Planning for City Engineer and Planning Director approval.
- 6. All utilities and services (electric, telephone, cable, etc.) are to be installed underground. The water service lines shall be installed with tracing wire at the top.
- 7. Following Plat Approval, the Developer shall submit two (2) complete sets of construction plans for review and approval to the Office of Planning.
- 8. Prior to recording the final plat, the Developer shall submit for approval a schedule of Lot Numbers and associated street addresses to the Office of Planning. Corner lots shall include potential addresses for both streets.
- 9. Prior to submitting the plat for recording, the applicant shall coordinate with the Post Office the centralized delivery location of the mailboxes.

20231219-15

REQUESTING APPROVAL TO ENTER INTO AN AGREEMENT WITH AERC FOR THEIR SERVICES REGARDING THE DESIGN OF A NEW RESTROOM FACILITY AT MILTON KUYKENDALL PARK

Motion was duly made by Alderman Miller seconded by Alderman Robinson approval to enter into an agreement with AERC for their services regarding the design of a new restroom facility at Milton Kuykendall Park.

A vote was taken with the following results:

Those voting "Aye": Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, and Alderwoman Lynch.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 19th day of December, 2023.

20231219-16

REQUESTING BOARD APPROVAL OF THE "ENERGY EQUIPMENT INSTALLATION CONTRACT" BETWEEN THE CITY AND PATH COMPANY LLC, AS THE ENERGY SERVICE COMPANY (ESCO) FOR \$724,027 AND FOR THE MAYOR TO SIGN.

Motion was duly made by Alderman Miller seconded by Alderman Robinson approval of the "Energy Equipment Installation Contract" between the City and Path Company LLC, as the Energy Service Company (ESCO) for \$724,027 and for the Mayor to sign.

Those voting "Aye": Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, and Alderman Piper.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 19th day of December, 2023.

20231219-17

3

UTILITY ADJUSTMENTS

Motion was duly made by Alderman Wicker and seconded by Alderman Robinson to approve the Utility Adjustments as presented.

A vote was taken with the following results:

Those voting "Aye": Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderwoman Ross, and Alderman Wicker

Those voting "Nay": None.

1595 Coles Way Cv

Absent: None

ORDERED AND DONE this the 19th day of December, 2023

Utility Bill Adjustment Docket

(517.36) Pipes repaired at meter

The address listed below experienced a leak and did not receive the benefit of receiving water service.

House # Street Adjusted Amount Reason for Leak Adjustment

1 148 Parkway Cv West (257.00) Water line at the meter.

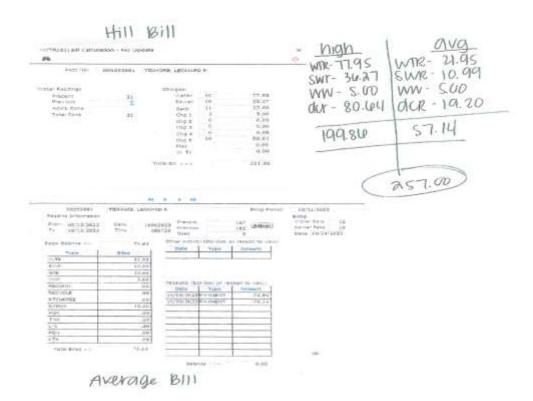
2 428 Riley St (607.20) Outside Water Leak

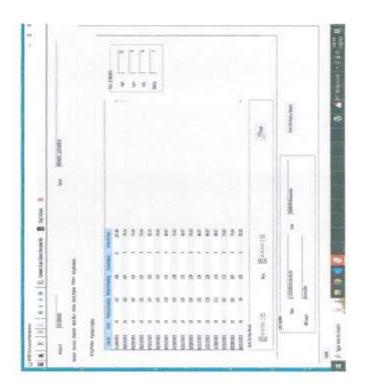
WATER LEAK REPAIR VERIFICATION

City of Hernando Water and Sewer Department 475 West Commerce Street Hernando, MS 38632 662-429-9092

Customer Information (please print)

Name as it appears on bill Legnard L. TiDMORE
Service address 148 PARKWAY COVE WEST
Daytime phone number () 961-481-1085
Do you rent the property at this address? Vo If yes, the property owner or manager must
complete the remainder of this form.
REPAIR INFORMATION (please print)
Property owner or managers name LEONARD R. TIDMORDate of repair 11-10-23
Daytime phone number () 901-481-1885
Type of repair and location of property WATER LEAK @ THE METER
148 DYRKWAY COVE USEST Documentation and property owner's or manager's signature
Ducumentation and property owner's or manager's signature
Attach plumbing bill or receipts for repair parts. Sorry, no adjustments will be considered without
this/these document(s).
By signing below, I certify that the information providing regarding this repair is correct. I understand that providing fraudulent information with the intent of lowering a utility bill may be punishable by applicable law.
I hereby grant permission to the City of Hernando Water and Sewer Department personnel to come onto my property to verify the repair of an outdoor leak.
I certify that I am the owner or rental property manager of the property located at this service address
Signature Leonard R. Zionnore
For Office use only
Account Number 08-0283 60 Billing period ending 10-15 11-15 - 12/30
High month usage 1 minus 6 month average 5 = Amount of Adjustment 057.00
Approved 199.86 97.14
12-4-23 / 2/2 1-2
Sont to lee 11-27-23- KM





APProged 12-11-23

WATER LEAK REPAIR VERIFICATION

City of Hernando Water and Sewer Department 475 West Commerce Street Hernando, MS 38632 662-429-9092

Customer Information (please print)
Name as it appears on bill PARKWAY Apartments Service address 428 Riley St. Hernando MS. 38632
Service address 428 Riley St. Hernand, MS. 38632
Daytime phone number 991 - 619 - 1508
Do you rent the property at this address? If yes, the property owner or manager must complete the remainder of this form.
REPAIR INFORMATION (please print)
Property owner or managers name Wanda Lamber bate of repair
Daytime phone number () 901- 619- 1508
Type of repair and location of property Outside Wake leak
Documentation and property owner's or manager's signature
Attach plumbing bill or receipts for repair parts. Sorry, no adjustments will be considered without this/these document(s).
By signing below, I certify that the information providing regarding this repair is correct. I understand that providing fraudulent information with the intent of lowering a utility bill may be punishable by applicable law.
I hereby grant permission to the City of Hernando Water and Sewer Department personnel to come onto my property to verify the repair of an outdoor leak.
I certify that I am the owner or rental property manager of the property located at this service address
Signature literale de Lumber
For Office use only
Account Number 02-0125000 Billing period ending 1130
High month usage 29 minus 6 month average 49 = Amount of Adjustment 107,20
(\$1510.22) (903.02)
fent to be on 12/8/2023.

DYLAN CRAFT PLUMBING

4955 GLENALDEN COVE SOUTHAVEN, MS. 38671 Phone: 901-644-4147 INVOICE

INVOICE #303 DATE: 10/24/23

TO: PARKWAY APTS. 428 RILEY ST. HERNANDO, MS.

DESCRIPTION	HOURS	RATE	AMOUNT
REPAIR OUTSIDE WATER LINE BEHIND APT. 17 LABOR / MATERIAL	4	125.	500
		TOTAL	500

Make all checks payable to DYLAN CRAFT

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!



ACCOUNT INFORMATION
ACCOUNT Number 02+0125000
Que Date 12/15/2023
Cutoff Date 1,515.22

BUSINESS HOURS: MONDAY - FRIDAY 8:00 A.M. - 5:00 P.M. DAYTIME BUSINESS PHONE 662-429-9092 EMERGENCY NIGHT PHONE 662-429-9096

SERVICE ADDRESS

PAID BY BANK DRAFT **

SERVICE	CHARGE	PREVIOUS	PRESENT	USAGE
U///C	300.00	200000000000000000000000000000000000000	W. Minagani, C.	200000
WTR SWR GRB WW DCRUA	455.95 206.91 352.00 495.36	500	629 629	129
AMOUNT DUE LC (APPLIED AFTER 15)	1.515.22			REMEMBER
AMOUNT DUE (AFTER 15)	1,515.22			
Happy Holidays and Happy N	Inw Your From	the City of	Hernando!	

TO AVOID DISCONNECTION AND A CHARGE OF \$40, PAYMENT MUST BE RECEIVED BEFORE SPM ON THE 20TH OF THE MONTH, IF MAILING, PLEASE MAIL BAILY TO INSURE PAYMENT REACHES US ON TIME, FOR YOUR CONVENIENCE, BILLS MAY ALSO BE PAID ONLINE AT WWW.CITYOPHERISANDO.CIPE OR BY BANK DRAFT.

PLEASE DETACH AND RETURN THIS PORTION IF PAYING BY MAIL

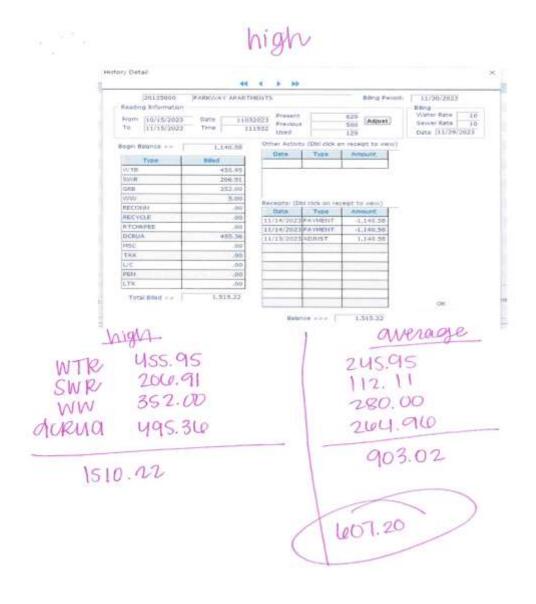
Account Number 02-0125000 RILEY STREET Amount Due 1,515.22 Amount Due After Due Date 1,515.22

魔

CITY OF HERNANDO 475 W. COMMERCE ST. HERNANDO, MS 38632-2197 PARKWAY APARTMENTS 3606 BRIDGEFORTH RD OLIVE BRANCH MS 38654-6924



DECEMBER 19, 2023



average

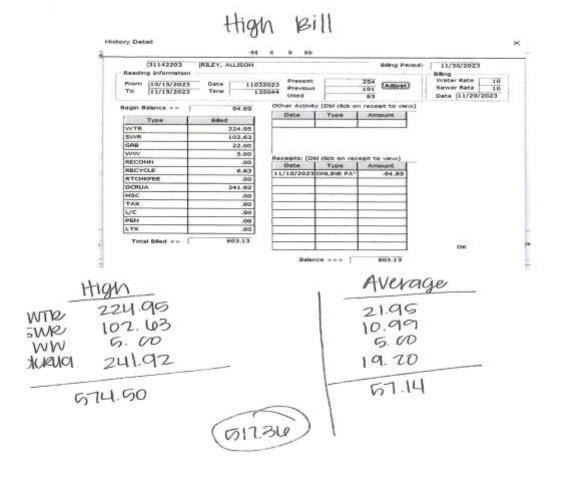


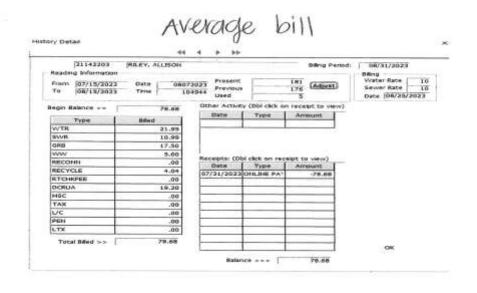
WATER LEAK REPAIR VERIFICATION

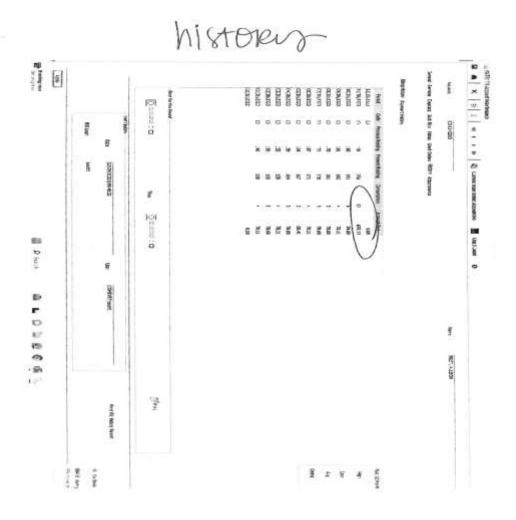
City of Hernando Water and Sewer Department 475 West Commerce Street Hernando, MS 38632 662-429-9092

ervice addr	ears on bill AlliS	ALA IA						
		ON KI	iley					
	= 1995 Coles	Way	OV					
aytime pho	number () 901-9	70-2	176					
o you rent to amplete the	e property at this addre emainder of this form.	ss? <u>NO</u>	If yes, th	ne proper	ty own	er or m	anager mi	ust
EPAIR INFO	MATION (please print)							
roperty own	r or managers name £	Illison	1 Ril	ey	Da	te of re	pair_[O	117
aytime pho	number ()							
pe of repa	and location of propert	Pipe	a reg	our!	at	met	er_	
Docum	ntation and property ov	vner's or n	nanager'	s signatu	re			
iis/these do								
y signing be nat providin oplicable la	w, I certify that the info fraudulent information	rmation powith the in	roviding ntent of	regarding lowering	g this r a utilit	epair is y bill ma	correct. I y be puni	understand shable by
nereby gran nto my proj	permission to the City o rty to verify the repair o	f Hernand of an outdo	lo Water oor leak,	and Sew	er Dep	artment	personne	al to come
ertify that	m the owner or rental	property m	nanager	of the pro	perty	located	at this se	rvice addres
gnature (LIMM R. PMA	0 89 38	196	2.00				
B. 12121 - 2	1000	For O	office use	only				
	er <u>03-11422</u> 03			d ending				
igh month	age <u>U3</u> minus 6 mo	nth averag	. 5	= Amou	ent of	Adiustm	on 51	7.310
	(674.60)		67.			and the same		
roved	00	200						
13-23	LLL2	In		1				

A-1 Overhead and Door			Invoi	ce	
				Date	Invoice #
				10/20/2023	2024-001
			782-2-32		
Bill To: Dylan Riley			Service for: Same		
1595 Coles Wa Hernando, MS			Same		
				P.O. No.	Terms
Service Date	Units	Descri	ption	Rate	Amount
		water back on and every	thing was normal.		
If the account pay all reasons	ble legal :	over for collection, customer fees, court costs and costs of xtant permitted by law.	sgress to Sales Tax (0.0%) Collection Total		\$450.0







2	N 2	3	12	10	0_	1	Q
~	UΖ	4J.			7-		(1

ADJOURN

There being no further business at this time a motion was duly made by Alderman Wicker, seconded by Alderman Robinson to adjourn.

Motion passed with a unanimous vote of "Aye."

RESOLVED AND DONE this the 19th day of December, 2023

ATTEST:	CHIP JOHNSON, MAYOR
ATTEST.	
PAM PYLE, CITY CLERK	

0.3(07.5)	or this church	DAT	5: 12/19/2023		PAGE:
OCKET			1	-INVOICE	
TUMBER	t	VENDOR	NUMBER	DATE	AMOUNT
59734	4000 ACC	OUNTS PAYABLE CLEARING	12052023	12/06/2023	158,131.24
	001-000-135	DUE TO A/P CLEARING	DUE TO A/P CLEAR	ING FUND	158,131.24
59735	4000 ACC	OUNTS PAYABLE CLEARING	120722	12/31/2022	132,000.40
	102-000-135	DUB TO A/P CLEARING	DUE TO A/P CLEAR	ING	132,000.40
59736	37155 CASE	SHOP WITH A COP	12-14-23	12/14/2023	3,700.00
	001-100-607	SHOP WITH A COP	SHOP WITH A COP		3,700.00
59737	37324 EZEI	I, TONY	12-6-23	12/06/2023	604.11
	001-090-610	TRAVEL, PER DIEM, TR	BOAM CONF. PER D	IEM	604.11
59738	30849 GENE	RAL FUND	11302023	12/01/2023	591.10
	103-000-030	DOR TO GRADAM FUND	DUE TO GENERAL FO	IND	591.10
59739	30849 GENE	RAL FUND	12052023	12/06/2023	150,000.00
	400-000-051	DUE FROM GENERAL FUN	DUE FROM GENERAL	FUND	150,000.00
59740	37599 GBOR	GE B. READY LAW OFFICE	12-12-23	12/12/2023	1,276.00
	110-201-720	CAPITAL IMP_STREETS	EMERSON EASEMENT		1,276.00
59741	37599 GBOR	GE B. READY LAW OFFICE	12-7-23	12/06/2023	28,102.00
	110-201-720	CAPITAL IMP_STREETS	HANKINS EASEMENT		28,102.00
59742	31160 MASS	EY, MATT	12-4-23	12/06/2023	236.00
	001-160-610	TRAVEL, PER DIEM, TR	BOAM CONF. PER DI	EM	236.00
59743	7950 PAYR	OLL ACCOUNT	12062023	12/06/2023	430,644.46
	001-000-136	DUE TO PAYROLL CLEAR	DUE TO PAYROLL CI	EARING	430,644.46
9744	7950 PAYR	OLL ACCOUNT	12082023	12/08/2023	771.72
	001-000-136	DUE TO PAYROLL CLEAR	DUE TO PAYROLL CL	EARING	771.72
	70	TAL >>>			906,057.03

	F HERNANDO OF PAID CLAIMS		DATE:	12/19/2023		PAGE:	2
DOCKET				t	-INVOICE		
NUMBER	t	VENDOR	t	NUMBER	DATE	AMOUNT	
			10	001-000-000		594,087.53	
				102-000-000		132,000.40	
			1	105-000-000		591.10	
			4	00-000-000		150,000.00	
			1	10-000-000		29,378.00	

CITY O	HERNANDO	<u> </u>	
INVVRI	OF UNPAID CLAIMS DA	TE: 12/19/2023	PAGE:
DOCKET		*INVOICE	
NUMBER	* VENDOR	* NUMBER DATE	ANOUNT
59745	31328 95.3 THE REBEL	4328-00020 11/30/2023	400.00
	108-402-555 DICKENS OF A CHRIST	M DICKEN'S ADVERTISING	400.00
59746	37163 ADAMS, BRADY	12-11-23 12/11/2023	45 00
	105-500-679 BSRTBALL OTHER SERV	/ BASKETBALL SCOREKEEPER	45.00
59747	36867 ADAMS, BRIANNA MARIE	12-11-23 12/11/2023	75 00
	105-500-679 BSKTBALL OTHER SERV	/ BB SCOREKEEPER/CLOCK OP.	75.00
59748	31831 ADVANCED COLLISION	14969 11/16/2023	3 311 30
	001-160-638 OUTSIDE REPAIRS-VEH	I REPAIR-'23 TAHOE	3,311.38
59749	4004 ADVANCED SAFE & LOCK INC		
	105-500-634 O/R - BUILDING	3 KEYS- BCI	31.50
59750	ANAL MINIMORN CARD (LOCK THO	15000//	
33134	4004 ADVANCED SAFE & LOCK INC 400-200-560 REPAIRS & MAINT-SHO	16908 11/29/2023 P (15) KEYS	474.50 474.50
59751	36015 ALLEN HOME SERVICES 400-650-575 REPAIRS	433 11/29/2023	1,750.00
59752	36015 ALLEN HOME SERVICES	434 11/29/2023	1,550.00
	400-650-575 REPAIRS	CONCRETE REPAIRS	1,550.00
59753	36015 ALLEN HOME SERVICES 400-650-575 REPAIRS	435 11/29/2023	950.00
	400-650-575 REPAIRS	CONCRETE REPAIR-1649 DRAKE	950.00
59754	36015 ALLEN HOME SERVICES	436 12/05/2023	1.600.00
	001-201-740 CAP. IMP. OTHER - SI	COMMECT SIDWALKS HUNTINGTO	1,600.00
59755	37115 AMAZON CAPITAL SERVICES	11T9XXGIVIT 12/10/2023	287 48
	37115 AMABON CAPITAL SERVICES 105-500-500 OFFICE SUPPLIES	TV & TV MOUNT	287.48
	37115 AMAZON CAPITAL SERVICES 105-500-590 SPECIAL EVENTS SUPPL	WIRELESS MIC & POST ITS	38.97
.557.50	37115 AMAZON CAPITAL SERVICES 001-040-500 OFFICE SUPPLIES	TAPE/INK/FILES/TONER	399.94
	37115 AMAZON CAPITAL SERVICES 001-040-500 OFFICE SUPPLIES	OFFICE SUPPLIES/INK	102,17
59759	37115 AMAZON CAPITAL SERVICES		
	001-201-570 MOTOR VEHICLE REP. &		
59760	37115 AMAZON CAPITAL SERVICES 001-040-500 OFFICE SUPPLIES	1WRTV3D6PNK 12/10/2023	86.34
	001-040-500 OFFICE SUPPLIES	BINDER CLIPS/INK/PENS	86.34
59761	36834 AMERICAN TANK MAINTENANCE	, LLC 62073 12/01/0023	2,847 88
	400-650-635 WATER TANK & WELL MA	MP-150KGE-MCCRACKEN RD TAN	2,847.88

CITY OF HERNANDO

n.come						
DOCKET	OF UNPAID CLAIM	MS DATI	E: 12/19/2023		PAGE:	2
DOCKET			t	THUNTOR	201000000	
NUMBER	t	VENDOR	NUMBER	DATE	AMOUNT	
59762	36834 AMER	RICAN TANK MAINTENANCE,	LLC 62121	12/01/0023	3.048.84	
	400-650-635	WATER TANK & WELL MA	MP-100STP -SMAL	L TANK	3,048.84	
59763	36834 AMPE	RICAN TANK MAINTENANCE,	110 0000	25 (25 (255)		
22142	400 550 525	TOTAL THE MATERIAL OF	PPY 05103	12/01/0023	2,734.48	
	400-000-000	WATER TANK & WELL MA	MP=100NGE-SOUTH	ST TANK	2,734.48	
59764	36834 AMES	RICAN TANK MAINTENANCE,	LLC 62217	12/01/0023	8,049.00	
	400-650-635	WATER TANK & WELL MA	MP-500EGE-NEW T	ANK	8,049.00	
59765	36834 AMER	ICAN TANK MAINTENANCE,	LLC 62265	12/01/0023	4 145 96	
	400-650-635	WATER TANK & WELL MA	MD-SAACCT-BTC TO	101011000	4 145 AC	
59766	4085 AMER	ICAN TIRE REPAIR	168414	11/29/2023	494.10	
	400-650-639	OUTSIDE REPAIRS-OTHE	MASTERLOCK/SPOKE	WHEEL	494.10	
59767	4085 1MRP	ICAN TIRE REPAIR	169493	12/05/2022	407.50	
23101	400-222-520	COMMITTED ADDATES AND THE	100402	12/05/2023	487.50	
	100-226-030	OUTSIDE REPAIRS-VEHI	NEW TIRE/MOUNTS/	REPAIR	487.50	
59768	37148 ANDI	NG, TAMAJIH	12-11-23	12/11/2023	105.00	
	105-500-679	BSKTBALL OTHER SERV/	BASKETBALL SCORE	KEEPER	105.00	
59769	33796 AT&T	COMMUNICATION	10590_1222	10/01/2022	2 707 40	
********	001-100-605	COMMENTANTON	DDC 2022 TWDD2C	12/1/2023	2,703.90	
59770	33796 AT&T	COMPONENT OF OTHER	40593-1123	11/22/2023	38.42	
	001-130-605	COMMUNICATION	6624290294144059	3-MCIC	38.42	
59771	6015 ATET	MOBILITY	2504-1122	11/22/2022	2 205 34	
	001-100-605	COMMUNICATION	WORL DOOD DESCRIPTION	11/2//2023	2,193.39	
59772	6015 AT&T	MOBILITY COMMUNICATIONS	4608-1123	11/27/2023	430.22	
	001-160-605	COMMUNICATIONS	287304434608-NOV	23	430.22	
59773	32538 AT&T	U-VERSE	7299-1123	11/20/2022	247 20	
	001-160-605	U-VERSE COMMUNICATIONS	150227200 MON 20	11/30/6063	241.47	
59774	32538 ATET	U-VERSE COMMUNICATIONS	7303-1123	11/30/2023	84.89	
	001-160-605	COMMUNICATIONS	475 W COMMERCE S	TREST	84.89	
59775	30692 ATMOS	S ENERGY UTILITIES	1039-1993	12/00/2022	175 07	
-321780	001-160-630	IPTI.TTIPE	2010041010 1240	14/00/2023	1/3/3/	
59776	30692 ATMOS	S ENERGY	1673-1223	12/07/2023	186.59	
	001-100-630	UTILITIES-POLICE DEP	3017381673-221 P	ARK ST	186.59	
59777	30692 ATMOS	S EMERGY UTILITIES	4368-1223	12/07/2023	124 62	
	400-200-630	UTILITIES	4034154368-630 W	HITFIRLD	124 62	
59778	30692 ATMOS	ENERGY	5956-1223	12/07/2023	523.46	
	001-160-630	UTILITIES	3016005956-475 W	COMMERCE	261.73	
	001-040-630	UTILITIES - CITY HAL	3016005956-475 W	COMMERCE	261.73	

DOCKET	OF UNPAID CLAI	MS DAT	E: 12/19/2023		PAGE
DOCUMENT				71010 1 00	
MIMBED	t	VENDOR*	Marine	INVOICE	***************************************
59779	30692 ATM	OS EMERGY UTILITIES UTILITIES - POLICE DEP	8554-1223	12/07/2023	634.7
	105-500-630	UTILITIES	3017178554-2601	ELM ST	211.5
	001-100-630	UTILITIES-POLICE DEP	3017178554-2601	ELM ST	211.5
	001-135-630	UTILITIES - COURT	3017178554-2601	ELM ST	211.5
59780	30692 ATM	OS EMERGY	8894-1223	12/08/2023	70.4
		UTILITIES-POLICE DEP			
59781	30692 ATM	S ENERGY	9099-1223	12/07/2023	383.4
	AAT 133 035	OTTHITIDS - COURT	30111113033-2501	BLM STE. B	127.9
	105-500-630	UTILITIES	3017179099-2601	EZM STE B	127 8
	401-100-030	OTTETTES-POLICE DEP	301/1/9033-5001	KLM STE.B	127.8
59782	37607 BANS	S JR, TYRONE	12-11-23	12/11/2023	175.0
	105-500-679	BSKTBALL OTHER SERV/	BASKETBALL REFER	EE	175.0
59783	5055 BBI,	TNC	18213	11/20/2022	400.1
		EDUCATION & SEMINARS	WATER SEMINAR		400.0
59784	5055 BBI,	TNC	241135	11/15/2022	10 000 /
		COMPUTER MAINT CONTR	STIDDOPT TAN 1-DE	11/13/2023	E 405 /
	400-650-637	COMPUTER MAINT, CONT	SUPPORT JAN 1-DE	C 31,2024	5,495.0
59785	5055 BBI,	INC.	242109	11/15/2023	1 125 (
	400-650-637	COMPUTER MAINT, CONT	HARDWARE SUPPORT	2024	1,325.0
59786	37597 BLUE	STREAK K9, LLC	415	12/06/2023	12,500.0
	106-200-510	STREAK K9, LLC SUPPLIES	DUAL PURPOSE POL	ICE K-9	12,500.0
59787	6037 BOUN	D TREE CORPORATION	70344971	11/20/2023	29.9
	001-160-502	EMS SUPPLIES	BT082223JH		29.9
59788	6037 BOUN	D TREE CORPORATION EMS SUPPLIES	85161816	11/20/2023	210.2
	001-160-502	EMS SUPPLIES	BT111823CC- MEDI	CAL	210.2
9789	6065 BRYA	NT TIRE & SERV.CENTER	96517	12/06/2023	51.5
	400-220-639	OUTSIDE REPAIRS-BOUI	MOWERS		51.9
9790	37596 BURC	HFIBLD, MICHABL ROGER	12-01-2023	12/01/2023	150 0
	605-000-122	POLICE BONDS HELD	REFUND BOND		150.0
9791	37603 BURT	ON, LAPARIS	12-08-23	12/08/2023	400.0
	105-000-115	GALE CENTER DEPOSITS	GALE CENTER REPU	MD	400.0
9792	33566 C SP	IRE COMMUNICATIONS	677332-83	12/01/2023	3,115.9
	001-160-605	COMMUNICATIONS	ACCT 677332	10.5	833.4
	001-100-605	COMMUNICATION	ACCT 677332		856.5
	001-040-605	COMMUNICATIONS COMMUNICATION COMMUNICATION TELE & COMMUNICATIONS	ACCT 677332		393.7
	*** *** ***	A A LELONIE OF STATE	West Aliana		112.3
	001-135-605	COMMUNICATIONS	ACCT 677332		123.8

DOCKET	OF UNPAID CLA	IMS DAT	E: 12/19/2023		PAGE:
DOCKET				INVOICE	**************************************
NUMBER	*	VENDOR		DATE	
	001_000_500	COMMUNICATION-TELE &	1000 (00000		0.519.0
					82.0
			ACCT 677332		305.4
	90V-03U-0U	COMMUNICATIONS - POS	ACCT 677332		408.4
59793	32322 C S	PIRE WIRELESS	11-22-23	11/22/2023	137.9
		COMMUNICATIONS - POS	OCT 2023		34.4
		COMMUNICATIONS	OCT 2023		34.4
		COMMUNICATIONS - POS			34.4
	103-200-605	COMMUNICATIONS	NOV 2023		34.4
59794	32322 C S	PIRE WIRELESS	7498-1123	11/23/2023	494 5
		COMMUNICATION-TELE &	1077.00000		
		COMMUNICATIONS - POS			
59795	31591 CIN	TAS CORP LOC 206	4175732126	12/01/2023	22.8
	001-081-510	JANITORIAL SUPPLIES	PAPER/SOAP	0.000.000.000	22.8
59796	31591 CTM	TAS CORP LOC 206	4175010040	10/04/2022	20.0
31955	105-500-642	UNIFORM RENTALS	TRATECIDAD	12/04/2023	
		over our supring	MATEURA		86.6
59797	31591 CIN	TAS CORP LOC 206	4175911775	12/04/2023	441.6
		UNIFORM RENTAL			46.5
	400-200-500	SHOP SUPPLIES	UNIFORMS		30.2
	400-200-642	UNIFORM RENTAL	UNIFORMS		15.7
	400-210-642	UNIFORM RENTAL	UNIFORMS		33.4
	400-220-642	UNIFORM REWIAL	UNIFORMS		43.24
	400-222-642	UNIFORM RENTAL	UNIFORMS		27.84
	400-650-642	UNIFORM RENTAL	UNIFORMS		244.65
59798	31591 CIM	TAS CORP LOC 206	4176450994	12/08/2022	22.00
	001-081-510	JANITORIAL SUPPLIES	PAPER/SOAP	12/00/1023	22.86
0700	21501 0707	TAG 0000 100 000	100 20 100 20 100		
22122	001-201-042	TAS CORP LOC 206 UNIFORM RENTAL	4176635730	12/11/2023	440.0
	400 200 EDA	CHOD CHARLES	UNIFORMS		
	400-200-300	SHOP SUPPLIES UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL	UNIFORMS		30.2
	400-200-042	UNITOON DOWNS	UNIFORMS		15.74
	400-210-042	UNITURN KENTAL	UNIFORMS		33.41
	100-220-642	UNIFORM KENTAL	UNIFORMS		43.24
	100-222-002	UNIFORM RENTAL	UNIFORMS		27.84
	#00-030-042	UNIFORM RENTAL	UNIFORMS		243.09
9800	36087 CITY	OF COLUMBUS	1136-1223	12/05/2023	120.00
	001-100-603	PROFESSIONAL SERVICE	PORENSIC SVCS -13	310	120.00
9801	6165 CURS	ELAND CONSTRUCTION CO,	TWC 11225	10/21/2022	1 950 00
	400-650-575	REPAIRS	LOADS OF SAMP/61/	10/31/2023	
					1,230.00
9802	6165 CLEV	ELAND CONSTRUCTION CO,	INC 11235	11/21/2023	220 00
	400-650-575	REPAIRS	CHANGED YOKEAMETE	R-JOHNSON	220 00
9803	6165 CLEV	ELAND CONSTRUCTION CO,	INC 11236	11/21/2023	150.00

CITY OF HERMANDO

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	400-650-575	REPAIRS	BORROMED PUMPS		150.00
59804	6165 CLEY	ELAND CONSTRUCTION CO,	INC 11238	11/21/2023	1,980.00
	400-650-575	REPAIRS	LOADS OF 610 ON 8	/24/23	1,500.00
	400-650-575	REPAIRS REPAIRS	LOADS OF SAND ON	8/25/23	480.00
59805	37616 COLL	JNS, HARRY TATUM	12-11-23	12/11/2023	200.00
		DICKENS OF A CHRISTM			
59806	33235 COMO	MST - 32354 UTILITIES	2354-1223	12/13/2023	402.67
	001-160-630	UTILITIES	957 HWY 51 FS#2		402.67
59807	31957 COMC	AST - 35001	5001-1223	12/08/2023	493.24
	001-040-605	COMMUNICATION TELE &	475 W COMMERCE ST	tion and a second of	164.41
	001-090-605	COMMUNICATION-TELE &	475 W COMMERCE ST		164.41
	001-160-605	COMMUNICATIONS	475 W COMMERCE ST		
59808	32125 COMC	AST - 56732 UTILITIES	6732-1223	12/13/2023	56,20
59809	31836 COMC	AST - 66576	6576-1223	12/09/2023	105.91
	001-135-605	COMMUNICATIONS	2601 ELM ST DEC 2	023	52.95
	105-500-605	COMMUNICATIONS COMMUNICATIONS	2601 ELM ST DEC 2	023	52.96
59810	35185 COMC	AST BUSINESS-95468	5468-1223	12/02/2023	172.90
	001-100-605	AST BUSINESS-95468 COMMUNICATION	221 PARK ST OFC		172.90
59811	35392 COMM	UNITY BANK OF MISSISSI	PPI PMT52	12/05/2023	8,853.24
	001-201-830	DEBT SERVICE LOAN IN	L#7835396-JAN. 20	24 PMT	158.81
	001-201-820	DEBT SERVICES LOAM P	L#7835396-JAN. 20	24 PMT	8,694.43
59812	31564 COMP	LETE HOME CENTER	2311-240611	11/20/2023	21.56
	001-040-750	FURNITURE AND FIXTUR	BLINDS-BETH	100	21.56
59813	31564 COMP	LETE HOME CENTER	2311-240830	11/21/2023	21.38
	001-160-560	REPAIR & MAINT-BLDG	PAINT SUPPLIES		21.38
59814	31564 COMP	LETE HOME CENTER	2311-241061	11/21/2023	46,41
	001-160-500	FIRE SUPPLIES	TRIPIPLE/EXT.CORD		46.41
59815	31564 COMP	LETE HOME CENTER	2311-241139	11/22/2023	7.98
	001-160-500	LETE HOME CENTER FIRE SUPPLIES	MOUSE TRAP	-validerime)	7.98
59816	31564 COMP	LETE HOME CENTER	2311-242926	11/28/2023	29.69
	400-224-500	LETE HOME CENTER SUPPLIES	DRUM LINER	9.55	29.69
59817	31564 COMP	LETE HOME CENTER	2311-242943	11/28/2023	10.76
	400-650-513	SUPPLIES - CONSUMABL	SHOP TOWEL CASE		10.76
59818	31564 COMP	LETE HOME CENTER	2311-243128	11/29/2023	24 20

CITY O	F HERNANDO		
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59819	31564 COMPLETE HOME CENTER	2311-243132 11/29/2023	50.98
	001-201-500 STREET SUPPLIES	FASTNERS	50.98
59820	31564 COMPLETE HOME CENTER	2311-243448 11/30/2023	26.08
	400-220-576 TOOLS	POLY LEAP RAKES	26.08
59821	31564 COMPLETE HOME CENTER	2312-243734 12/01/2023	99 88
	31564 COMPLETE HOME CENTER 001-201-500 STREET SUPPLIES	SHOVEL/BOW RKE	99.88
59822	31564 COMPLETE HOME CENTER	2312-243830 12/01/2022	/E 1/
	001-100-550 MISCELLANBOUS	FASTNERS/YELLOW PIME/BCT	45 14
59823	31564 COMPLETE HOME CENTER	2312-243872 12/01/2023	4.29
	001-100-550 MISCELLANBOUS	2X4X8 WHITE	4.29
59824	31564 COMPLETE HOME CENTER	2312-243876 12/01/2023	4 29
	001-100-550 MISCELLANEOUS	2X4X8FT WHITE	4.29
59825	31564 COMPLETE HOME CENTER	2212-242884 12/01/2022	25.24
	31564 COMPLETE HOME CENTER 105-500-501 SUPPLIES	2X4X8FT WHITE	25.74
59896	11564 COMBLETE DONE CONTROL	2222 242222 44 44 444	
37040	31564 COMPLETE HOME CENTER 400-650-635 WATER TANK & WELL M	2312-243918 12/01/2023 2 PANYPT (VIVID / TENNODO	19.55
	THE TABLE IN THE PARTY OF HEALTH IN	n thouse cover/cuspassas	19.55
59827	31564 COMPLETE HOME CENTER	2312-243983 12/01/2023	99.88
	400-222-576 TOOLS	SHOVEL/BOW RKE	99.88
59828	31564 COMPLETE HOME CENTER	2312-244031 12/01/2023	32 99
	001-201-500 STREET SUPPLIES	SCRAPER	32.99
50070	115C/ (VINDI DEE DAME CONTROL	**** ****** ******	
33043	31564 COMPLETE HOME CENTER 105-500-570 REPAIR & MAINT TO PA	2312-244536 12/04/2023 A COMPRESS MEN	
			57.13
59830	31564 COMPLETE HOME CENTER	2312-244555 12/04/2023	39.58
	400-650-567 REPAIRS & MAINT CITY	Y (2) MINI HEATERS	39.58
59831	31564 COMPLETE HOME CENTER 105-500-576 TOOLS 105-500-501 SUPPLIES	2312-244608 12/04/2023	142.76
	105-500-576 TOOLS	HAMMER	10.79
59832	31564 COMPLETE HOME CENTER 105-500-576 TOOLS	2312-245006 12/05/2023	23.39
	105-500-576 TOOLS	1/4 SOCKET	23.39
59833	31564 COMPLETE HOME CENTER	2312-245040 12/05/2023	42.85
	105-500-570 REPAIR & MAINT TO PA	CONCRETE MIX	42.85
59834	31564 COMPLETE HOME CENTER	2312-245333 12/06/2023	40.48
	001-201-500 STREET SUPPLIES	SPRED-KRETE HANDLE/HOOK	40.48
	31564 COMPLETE HOME CENTER		
0-000000	The state of the s	213337 12/00/2023	40.33

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	400-224-500	SUPPLIES	SOCT CONTRACTOR E	BAG	26.9
59836	31564 COM	PLETE HOME CENTER	2312-245171	12/05/2022	30 4
	001-100-635	OUTSIDE REPAIRS - BL	SUPPLIES-FASTNERS	S/MIX/BIC	38.4
59837	31564 COM	PLETE HOME CENTER	2312-245472	12/06/2023	14.28
	400-210-580	STORM DRAIN REPMAT	CONCRETE MIX	0.00	14.20
59838	31564 COM	PLETE HOME CENTER	2312-245671	12/07/2023	19.48
	400-650-635	WATER TANK & WELL MA	FASTNERS	,,	19.48
59839	31564 COM	PLETE HOME CENTER	2312-245763	12/07/2023	10.60
	001-201-500	PLETE HOME CENTER STREET SUPPLIES	CONCRETE MIX	20/01/2002	10.60
59840	31564 COM	PLETE HOME CENTER	2312-245979	12/07/2022	107.00
	105-500-501	PLETE HOME CENTER SUPPLIES	EXT. CORD 100FT	1210112022	107.98
59841	31564 COM	PLETE HOME CENTER	2312-245055	10/07/2022	22.40
20022	400-650-567	REPAIRS & MAINT CITY	BLK PISMO ENTRY	14/01/1023	23.40
59842	31564 COME	PLETE HOME CENTER	2212-246111	12/00/2022	40.20
******	400-200-510	JANITORIAL SUPPLIES	FASTNERS/BROSH SE	T/CLEANER	49.39
59843	31564 COME	מסדטיםי קשיע קדים זי	2212 245249	12/00/2222	20.00
100000	105-500-501	LETE HOME CENTER SUPPLIES	ANTIFREEZE	12/00/2023	75.55
59844	31564 COME	LETE HOME CENTER	2212-246670	12/11/2022	140.00
	400-650-542	NEW METERS	4PIN TMBLR PADLCK	12/11/2025	140.25
59845	31564 COMP	משפטים משמע קיים.	2222 242126	10/10/2022	F1 F1
	105-500-501	LETE HOME CENTER SUPPLIES	CABLE TIES/TAPE/T	12/12/2023 MBLR	51.52
02090	105-500-501	LETE HOME CENTER SUPPLIES	2312-247426 PASTNERS/BIT DRITE	12/13/2023	20.39
59847	31564 COMP	LETE HOME CENTER SUPPLIES SUPPLIES	2312-326755	11/30/2023	1.12
	105 500 501	SUPPLIES	STATEMENT BALANCE		1.06
	103-300-301	20110	STATEMENT BALANCE		.03
	100-220-316	TOOLS	STATEMENT BALANCE		.03
59848	37619 COTT	EN, ERICKA BASKETBALL REVENUE	12-12-23	12/12/2023	100.00
	105-000-319	BASKETBALL REVENUE	BASKETBALL REFUND	10/6/23	100.00
9849	6216 COUN	TY SEAT ANIMAL HOSP.	309475	12/14/2023	112.50
	001-400-600	VET EXPENSES	GEORGIA- VET		112.50
9850	6235 CRIM	ESTOPPERS	11-30-23	11/30/2023	189.00
	605-000-124	DUE TO CRIMESTOPPERS	FEES ON FINES-NOV	2023	189.00
9851	30348 DESC	TO COUNTY SHERIFF DEPT.	NOV 2023	12/13/2023	8 804 54
	Charles Charles	PRISONER EXPENSES			01004-24

CITY OF HERNANDO

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	001-100-682	PRISONER-HOUSING EXP	INMATE HOUSING NO	OV 2023	8,505.00
59852	31633 DESC	TO TECHNOLOGY GROUP	16755	07/22/2023	653 75
	001-400-501	PURCHASES/DOMATED FU	INSTALL UPS & FI	REWALL	653.75
59853	31633 DESC	NTO TECHNOLOGY GROUP	17364	12/08/2023	1,479.00
	001-040-605	COMMUNICATION TELE & PROFESSIONAL FEES	REMOTE DESKTOP-ED)	28.75
	105-500-606	PROFESSIONAL FEES	LOANER PC-@ PARKS	REIMAGE	575.00
	105-500-606	PROFESSIONAL PEES	LOAMER PC-SPARKS	REIMAGE C	99.00
	400-650-637	COMPUTER MAINT, CONT	PASSWORD-ANNETTS		28.79
	001-400-565	REPAIRS & MAINT - BQ	ANIMAL CONTROL PO	REIMAGED	258.75
	105-500-606	PROFESSIONAL FEES	REIMAGED DOLLY'S	COMPUTER	316.25
	001-135-639	OUTSIDE REPAIRS-OTHE	SET UP COURT WIRE	ILESS	115.00
	400-650-637	OUTSIDE REPAIRS-OTHE COMPUTER MAINT, CONT	UNLOCK TABB'S ACC	COUNT	57.50
59854	31633 DESC	TO TECHNOLOGY GROUP	17376	12/08/2023	300.25
	001-040-605	COMMUNICATION TELE &	PYLE-STORAGE UPGR	ADE	300.25
59855	6410 DESC	TO TIMES-TRIBUNE	300155076	11/30/2023	19.60
	001-090-615	PUBLICATION EXPENSE	PLANNING		19.60
59856	6410 DESO	TO TIMES-TRIBUNE	300155082	11/30/2023	5.42
	001-090-615	TO TIMES-TRIBUNE PUBLICATION EXPENSE	HERNANDO PROOF OF	PUBL.	5.42
59857	6410 DESO	TO TIMES-TRIBUNE	300155088	11/30/2023	137.76
	001-040-615	PUBLICATION EXPENSE	PN BUDGET AMEND C	ORRECTION	137,76
59858	6410 DESO	TO TIMES-TRIBUNE	300155123	12/07/2023	77.48
	105-500-615	PUBLICATION EXPENSE	PARKS GRASS MAINT	,	
59859	31170 ELDR	IDGE SERVICES INC	22533	12/05/2023	380.00
	400-650-634	OUTSIDE REPAIRS CITY	BYPASSED ACTUATOR	TEMPORAR	380.00
59860	32652 EMER	GENCY EQUIPMENT	489164	11/29/2023	207.00
	001-100-535	UNIFORMS/PROTECTIVE	FLEXRS	((207.00
59861	32652 EMER	SENCY EQUIPMENT	489172	11/29/2023	513 00
		UNIFORMS/PROTECTIVE		\$	513.00
59862	32652 EMER	SENCY EQUIPMENT	489237	11/29/2023	410.00
		UNIFORMS/PROTECTIVE			410.00
59863	32652 EMER	SENCY BQUIPMENT	489378	12/04/2023	202 00
		UNIFORMS/PROTECTIVE		-wi A41 6463	202.00
59864	32652 EMER	SENCY BOULPHENT	489379	12/04/2023	131 00
		UNIFORMS/PROTECTIVE		*** *** ****	133.00
59865	32652 EMERG	SENCY EQUIPMENT	499383	12/04/2023	1 100 54
		UNIFORMS/PROTECTIVE		** 14 14 14	1,199.50
		7			1,137,39

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59866	32652 B	MERGENCY BQ	UIPMENT	489384	12/04/2023	154.0
	001-100-5	35 UNIFORM	S/PROTECTIVE	TIE CLIP/PATCHES	BUTTON	154.0
FARCE	33550 80		DESCRIPTION OF THE PROPERTY OF			
59867	32652 E	MERGENCY EQ	UIPMENT	489390	12/04/2023	
	001-100-5	22 ONTRORM	S/PROTECTIVE	TIE CLIP/HOLSTER		175.5
59868	32652 E	ERGENCY EO	JIPMENT	489391	12/04/2023	433.0
	001-100-53	5 UNIFORMS	S/PROTECTIVE	FLEXRES/BELT/BOOT	NS.	433.0
				, , , , , , , , , , , , , , , , , , , ,		133.0
59869	32652 B	ERGENCY BOT	JIPMENT	489392	12/04/2023	507.0
	001-100-53	5 UNIFORMS	S/PROTECTIVE	BELT/FLEXX/GRIP 1	POCKET	507.0
E0000	25000 -				at the way of the	
59870	32652 EM	ENGENCY EQU	JIPMENT	489397	12/04/2023	
	001-100-53	D UNITROKWE	S/PHUTECTIVE	BELT/FLEXES/BOOT		627.0
59871	32652 EN	ERGENCY BOO	JIPMENT	489498	12/06/2023	379.0
		5 UNIFORMS	PROTECTIVE	FLEXES/JACKET/PAT	CHES	379.0
					100 000 00	******
59872		TERGY		10018279250	12/06/2023	55,522.3
	001-100-63	0 UTILITIE	S-POLICE DEP	COLLECTIVE BILL-I	BC 2023	1,362.7
	001-135-63	0 UTILITIE	S - COURT	COLLECTIVE BILL-I		1,135.4
	001-160-63			COLLECTIVE BILL-D	EC 2023	1,624.4
	001-201-63			COLLECTIVE BILL-D	EC 2023	25,470.2
		O UTILITIE		COLLECTIVE BILL-D	EC 2023	4,272.83
	400-200-63			COLLECTIVE BILL-D	BC 2023	37.1
	400-210-63			COLLECTIVE BILL-D	BC 2023	4,588.88
		O UTILITIE		COLLECTIVE BILL-D		16,017.7
	400-650-63	1 UTILITIE	S CITY HALL	COTTECLIAE BITT-D	BC 2023	1,012.82
59873	7740 EN	TERGY		12000622061	11/27/2023	20.0
	001-201-63	O UTILITIE	S	157681321-SW CORN	RR OF HMV	32.24
						34.8
59874	7740 EN	TERGY		14000626749	11/28/2023	149.14
	105-500-63	O UTILITIE	S	3600 ROBERTSON GI	N RD	149.14
2792	7740 EX	TEDAY		21000571705	** /** /***	12210
22013	001-400-63	u nailtain Temat	•	21000571795 192398121-1203 NB	11/27/2023	523.18
	441-446-03	0 DITRITTO	٥	125238151-1503 NR	SBIT DR	523.18
59876	7740 EW	TERGY		21500689845	12/05/2023	96 97
	001-201-63	O UTILITIE	S	21500689845 183267046-700 DIL	WORTH IN	96.92
59877	7740 EN	TERGY		22000578121	12/05/2023	1,284.41
	400-210-63	OTILITIE	\$	22000578121 123604985-715 MCI	NGVALE	1,284.41
0070	7240 mm	nem ove		********	es la stress	
270/5	1/4U EX	IBMSI		22500682148 2785 MCCRACKEN RD	11/30/2023	37.89
	100-000-03	of intities	0	2/85 MCCRACKEN RD	MAT TWR	37.89
59879	7740 EXT	TERGY		23000579939	11/27/2022	377 12
	7740 EXT 400-200-631	UTILITIES	S	174547836-630 WHI	TRIRID D	377.33
		and the same of th		The saw that	T AND D	317133
2002	7740 EN	rpnav		*********	11/27/2023	

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1740 ENTERGY 27500635466 400-650-630 UTILITIES 131 W SOUTH ST WAS		1	- VENDOR			DATE	
1740 ENTERGY 27500635466 400-650-630 UTILITIES 131 W SOUTH ST WAS		001-201-6	30 UTILIT	IES	117286518-1249 H	IGHMAY 51	28.1
19882							
19882 7740 ENTERGY 2900585670	9881	7740 E	MTERGY		27500635466	11/28/2023	35.2
001-201-630 UTILITIES		400-650-6	30 UTILITI	IES	131 W SOUTH ST W	AT TWR 2	35.2
001-201-630 UTILITIES	9882	7740 E	WTERGY		29000585670	11/28/2023	65.45
001-201-630 UTILITIES 152210506-W ROBIN		001-201-6	30 UTILITI	ES	INTERSECT OF COM	MERCE & E	65.45
001-201-630 UTILITIES	9883	7740 E	NTERGY		3250054076	11/27/2022	E4 01
19884		001-201-6	30 11717.171	pe	15221AERE W BORTS	TITE (EVES	54.51
001-201-630 UTILITIES 152210571-HIGHWAY 34500525503 105-500-630 UTILITIES 132965310-900 BEL 105-500-630 UTILITIES 183081025-2617A R		*** *** *	A ANTELI	.53	13221A206-M WORTS	NOUND ST E	54.9.
59885 7740 ENTERGY 34500525503 105-500-630 UTILITIES 132965310-900 BELI	9884	7740 E	NTERGY		32500540761	11/27/2023	111.44
59886		001-201-6	30 UTILITI	ES	152210571-HIGHWAY	7 51 N	111.44
59886	9885	7740 E	TERGY		34500525503	11/27/2023	653 92
### 400-210-630 UTILITIES		105-500-6	0 UTILITI	ES	132965310-900 BEI	LA VITA W	653.92
### 400-210-630 UTILITIES	9996	774A D	יייומיייה		***********	** ** ***	72.002
105-500-630 UTILITIES 3600 ROBERTSON GIT	2000		7	70	35000402690	12/01/2023	
105-500-630 UTILITIES 3600 ROBERTSON GIT 59888 7740 ENTERGY 37500502592 001-201-630 UTILITIES 3700 ROBERTSON GIT 59889 7740 ENTERGY 42000320288 400-210-630 UTILITIES 1610 EDEN XING 59890 7740 ENTERGY 42000320289 001-201-630 UTILITIES 3133 SCOTT RD 59891 7740 ENTERGY 90007855750 001-201-630 UTILITIES 158325316-2469 JAP 59892 37560 EPAY SYSTEMS 100138 001-100-606 MISC SERVICES & CHAR SOFTWARE LICENSE B 001-130-550 MISCELLANEOUS SOFTWARE LICENSE B 001-135-606 MISC SERVICES & CHAR SOFTWARE LICENSE B 001-090-606 MISC SERVICES & CHAR SOFTWARE LICENSE B 001-000-650 MISC SERVICES & CHAR SOFTWARE LICENSE B 001-040-650 MISC SERVICES & CHAR SOFTWARE LICENSE B 001-040-606 MISC SERVICES & CHAR SOFTWARE LICENSE B 001-040-606 MISC SERVICES & CHAR SOFTWARE LICENSE B 001-040-606 MISC SERVICES & CHAR SOFTWARE LICENSE B 001-100-606 MISC SERVICES & CHAR SOFTWARE LICENSE B		400-210-6	o viibiti	ES	183081025-2617A F	RIVER OUSE	71.65
1740 ENTERGY 37500502592	9887				35008060632	11/28/2023	66.45
001-201-630 UTILITIES 3700 ROBERTSON GIN		105-500-6	0 UTILI7I	BS	3600 ROBERTSON GI	ON RD	66.49
001-201-630 UTILITIES 3700 ROBERTSON GIN	9888	7740 E	TERGY		37500502592	11/28/2023	112 93
400-210-630 UTILITIES 1610 EDEN XING 59890 7740 ENTERGY 42000320289 001-201-630 UTILITIES 3133 SCOTT RD 59891 7740 ENTERGY 90007855750 001-201-630 UTILITIES 158325316-2469 JAN 59892 37560 EPAY SYSTEMS 100138 001-100-606 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-130-550 MISCELLANEOUS SOFTWARE LICENSE NOT 1-135-606 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-135-606 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-135-606 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-140-550 MISCELLANEOUS SOFTWARE LICENSE NOT 1-140-550 MISCELLANEOUS SOFTWARE LICENSE NOT 1-140-550 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-140-550 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-140-606 MISC SERVICES MISC NOT 1		001-201-6	O UTILITI	ES	3700 ROBERTSON GI	N RD	112.94
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19890 7740 ENTERGY 42000320289	2002	400-210-63	A DESTITED	pe	1614 FROM YEAR	11/28/2023	
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59891 7740 ENTERGY 90007855750 001-201-630 UTILITIES 158325316-2469 JAN 59892 37560 EPAY SYSTEMS 100138 001-100-606 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-100-500 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-135-606 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-135-606 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-100-600 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-100-606 MISC S					42000320289	11/28/2023	339.97
001-201-630 UTILITIES 158325316-2469 JAN 59892 37560 EPAY SYSTEMS 100138 001-100-606 MISC SERVICES & CHAR SOFTWARE LICENSE NOT SERVICES & CHAR SOFTWARE LICENSE		001-201-63	O UTILITI	ES	3133 SCOTT RD		339.97
001-201-630 UTILITIES 158325316-2469 JAN 59892 37560 EPAY SYSTEMS 100138 001-100-606 MISC SERVICES & CHAR SOFTWARE LICENSE NOT 1-100-600 MISC SERVICES & CHAR MOBILE APP/RENTAL/	9891				90007855750	12/01/2023	194 22
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001-100-606 MISC SERVICES & CHAR MOBILE APP/RENTAL/ 001-130-550 MISCELLAMEOUS MOBILE APP/RENTAL/		001-040-60	6 MISC SE	RVICES & CHAR	SOFTWARE LICENSE	PEE	53.50
001-100-606 MISC SERVICES & CHAR MOBILE APP/RENTAL/ 001-130-550 MISCELLAMEOUS MOBILE APP/RENTAL/	9893	37560 EP	AY SYSTEMS		9146	12/05/2022	pct on
001-130-550 MISCELLANEOUS MOBILE APP/RENTAL/				WICES & CHAP	MORTLE ADD/DOUTST		128.27
		001-130-55	0 MISCRILL	MENTS & CHAIR			
081+160-600 MTC/ CPDUTCPC t CURB MODITE AND COMMENT						/ DICENSE	71.27
001-160-600 MISC SERVICES & CHAR MOBILE APP/RENTAL/ 001-135-606 MISC SERVICES & CHAR MOBILE APP/RENTAL/		001-105-60	MIGG CON	MILLO & CHAK	MODILE APP/KENTAL	/ LICENSE	128.27 62.27

	OF UNPAID CLAIM	ns dat	E: 12/19/2023		PAGE:
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	001-090-606	MISC.SERVICES & CHAR	MOBILE APP/RENT	AL/LICENSE	60.7
	001-400-550	MISCELLANEOUS	MOBILE APP/RENT	AL/LICENSE	62.2
	105-500-600	MISC SERVICES & CHAR	MOBILE APP/RENT	AL/LICENSE	146.2
	400-650-606	MISC. SERVICES & CHA	MOBILE APP/RENT	AL/LICENSE	146.2
	001-040-000	MISC SERVICES & CHAR	MOBILE APP/RENT	AL/LICENSE	56.2
59894	7610 EXTE	NSION CENTER FOR	12-13-23	12/13/2023	300.00
	001-090-681	EDUCATION & SEMINARS	CMC PROG. CYNTH	IA BREWER	300.00
59895	34000 P.O.	GIVENS & CO	11/23-17	11/30/2022	£ 110 00
	001-040-603	PROFESSIONAL SERVICE	NOV 2023 ACCOUNT	FTM2 CURE	6 110 00
59896	31563 FLUI	D MANAGEMENT COMPANY	69615	11/29/2023	565.15
	400-210-570	MOTOR VEH REPAIR &	HOSE/ CAMLOCK/KO	NIPPLE	565.15
59897	33389 FORM	S INK, LLC	10812	12/01/2023	6 935 15
	400-650-620	PRINTING AND BINDING	BILLING PROC/POS	TAGE	6,935.15
w					
59898	30372 FUSIO		1029048399	12/01/2023	1,022.04
	001-040-605	COMMUNICATION TELE &	CLOUD SERVICES N	IOV.2023	202.06
	001-100-605	COMMUNICATION	CLOUD SERVICES N	OV. 2023	189 01
	001-135-605	COMMUNICATIONS	CLOUD SERVICES N	OV.2023	
	001-160-605	COMMUNICATIONS	CLOUD SERVICES N	OV. 2023	198.19
	105-500-605	COMMUNICATIONS	CLOUD SERVICES N	OV.2023	165.01
59899	7125 G & C	SUPPLY CO., INC.	6930638	11/30/2023	311.19
	001-201-500	STREET SUPPLIES	SIGN-RIGHT LANE/	MOVERIGHT	311.19
59900	7125 G & C	SUPPLY CO., INC.	6930639	11/30/2022	106 60
	001-201-500	STREET SUPPLIES	SIGN-ONE WAY	+1/20/2007	106.62
59901	37612 GEHRE	TT, JAKOB	12-11-23	12/11/2023	105.00
	105-500-679	BSRTBALL OTHER SERV/	BASKETBALL SCORE	KEEPER	105.00
59902	30849 GENER	AL FUND	11-30-23	11/30/2023	46 561 23
	605-000-105	DUE TO GENERAL FUND	DUB TO GENERAL-F	INES	46,561.23
59903	35170 GPANT	PITE	175400	30/30/0000	14 505 50
530000	108-402-605	CUS WEBSITE	COUNTARES TITORS	16/16/2023	1 005 60
	001-040-602	WEBSITE	GOVACCESS- LICEN	00 000	1,023.03
		MISC.SERVICES & CHAR	CONTROLEGE LICEN	00 000	1,025.09
	001-100-604	WERSITE	GOVERNES - LICEN	00 000	1,040.00
	001-135-607	WEBSITE	GOVERNOUS TICEN	20 000	1,025.09
	001-160-607	MEBSITE	GOVACCERS. LICEN	on han	1,045.69
	007-100-001		GOVACORSS- LICEN	SK AKK	1 025 50
	105-500-607	MEBSITE			
	001-100-604 001-135-607 001-160-607 105-500-607 400-650-611	MEBSITE WEBSITE	GOVACCESS- LICEN	SE FEE	1,825.68
	400-630-611	WEB911R	GUVACCESS- LICEN	SE FEE	1,825.68
	37601 GREEN	, CALEB ALEXANDER	GOVACUSSS- LICEN M2023-01177	SE FEE	1,825.68
	37601 GREEN	WEB911R	GOVACUSSS- LICEN M2023-01177	SE FEE	1,825.68

CITY OF	HERMANDO					
DOCKET	OF UNPAID CLAI	MS DAT	E: 12/19/2023		PAGE:	12
DOCKET			t	-INVOICE	·t	
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	001-160-502	EMS SUPPLIES	MEDICAL SUPPLIES		1,621.43	
59906	31046 HEN	RY SCHRIN, INC	60500992	11/01/2023	1 272 25	
	001-160-502	RY SCHEIN, INC EMS SUPPLIES	MEDICAL SUPPLIES	11,01,101	1,372.25	
59907	7238 HERI	MANDO MAIN ST/CHAM.OF (COMM. 42192	11/28/2023	225.00	
	001-040-611	BOARD TRAVEL, PER DI	ANYUAL AWARDS LU	NCHBON	150.00	
	001-040-684	DUES & SUBSCRIPTIONS	ANNUAL AWARDS LU	NCHEON	75.00	
Egeng	7275 1000	MANDO NATIONAL GUARD	10 15 1001	10/15/0503		
22700	001-040-545	NATIONAL GUARD SUPPL	12-15-2023	12/15/2023		
	001-010-010	MATIONAL GOARD SOFFE	DEC. FIZA QUAKIK	KLE	300.00	
59909	7275 HER?	MANDO WATIONAL GUARD	12-15-23	12/15/2023	300.00	
		NATIONAL GUARD SUPPL				
59910	37568 HERM	MANDO SPORTSPLEX	9BDB852E002	12/14/2023	9,000.00	
		BSKTBALL OTHER SERV/				
FA611	100AF H***			To Forest		
59911	37595 HILL	'S PET NUTRITION INC	247330004	12/01/2023		
	001-400-270	ANIMAL FOOD	ANIMAL FEED		79.12	
59912	7315 HOLI	JDAY EXTERMINATING CO	TMC 29656	12/04/2023	495 00	
	001-100-609	PEST CONTROL	PEST CONTROL SVC	12/4/23	63.34	
	001-160-609	PEST CONTROL CONTRAC	PEST CONTROL SVC	12/4/23	175.00	
	001-040-609	PEST CONTROL CONTRAC	PEST CONTROL SVC	12/4/23	35.00	
	001-400-609	Pest Contol	PEST CONTROL SVC	12/4/23	85.00	
	105-500-609	PEST CONTROL	PEST CONTROL SVC	12/4/23	63.33	
	001-135-609	PEST CONTROL	PEST CONTROL SVC	12/4/23	63.33	
59913	7315 ROLL	IDAY EXTERMINATING CO	TMC 29657	12/04/2022	CE AN	
*****	400-650-612	PEST CONTROL EXTERMI	DROT CONTROL DATE	12/04/2023	65.00	
		TOOL THINNING BRILDING	reer content with		03.00	
59914	32661 HORI	ZON MANAGED SERVICES	231208	11/27/2023	150.00	
	001-160-605	COMMUNICATIONS	REMOTE SUPPORT-EN	CAILS	150.00	
PANIE	30663 HONT	700 UNIVERSE	220000	000100000000000000000000000000000000000		
23312	32661 HOR1	ZON MANAGED SERVICES	231313	12/04/2023	125.98	
	001-100-002	COMMUNICATIONS	SRVCS-ONLINE/MICE	OSOFT	125.98	
59916	30650 HORN	LAKE ANIMAL BOSPITAL	323365	12/06/2023	70.20	
	001-400-600	VET EXPENSES	BINX (BMC)	12/00/1021	70.30	
			Parit (Bro)		10.30	
59917	30650 HORN	LAKE ANIMAL HOSPITAL	323366	12/06/2023	97.46	
	001-400-600	VET EXPENSES	DEMNY (#FJ)		97.46	
footo	DACES MORN	7198 turne manne	000000			
59918		LAKE ANIMAL HOSPITAL		12/06/2023		
	041-400-900	VET EXPENSES	HASEL (#MB)		85.79	
59919	30650 FORM	LAKE ANIMAL HOSPITAL	323373	12/05/2022	95 70	
		VET EXPENSES		vel asl yars	85.79	
		1.0001350157515 3	AND LABOR.		44.13	
59920	30650 HORN	LAKE ANIMAL HOSPITAL	323512	12/11/2023	50.65	

OCKET	OF UNPAID CLAIMS D	DATE: 12/19/2023		PAGE:
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	001-400-600 VET EXPENSES	BROWNIE (HTD)		24.54
	001-400-600 VET EXPENSES	MA(#JY)		26.11
59921	30650 HORN LAKE ANIMAL HOSPIT	TAT. 193514	12/11/2022	107.00
******	001-400-600 VET EXPENSES	CHEWBACCA(#MD)	12/11/2023	197.89
59922	30650 HORN LAKE ANIMAL HOSPIT	AL 123515	10/11/2823	62.06
	001-400-600 VET EXPENSES	JAX (#LV)	12) 11/ 2023	62.86
59923	30650 HORN LAKE ANIMAL HOSPIT	AL 323516	19/11/9093	26 11
	001-400-600 VET EXPENSES	MILO (#LP)	***********	26.11
59924	30650 HORN LAKE ANIMAL HOSPITA	AL 323517	12/11/2022	26 11
	001-400-600 VET EXPENSES	ROSIE(#LI)		26.11
59925	30650 HORN LAKE ANIMAL HOSPITA	AL 323518	12/11/2023	24 54
	001-400-600 VET EXPENSES	SMASH (#LS)	40) 11/1011	24.54
59926	30650 HORN LAKE ANIMAL HOSPITA	AL 323519	12/11/2023	24 54
	001-400-600 VET EXPENSES	TURBO (\$XZ)		24.54
59927	36360 HYDRA SERVICE, INC	173876	11/29/2023	120 64
	400-210-565 SEW.STATION REP/MAI	IN WARRANTY REPAIR	POMP	120.64
59928	37605 IIA LIFTING SERVICES, IN	NC INDI73825	12/08/2023	1,558.18
	001-160-600 MISC SERVICES & CHU	AR ANNUAL INSPECTIO	ONS- LADDER	1,558.18
59929	30154 J.F. LAUDERDALE, P.E.L.S	S. 12-11-23	12/11/2023	6,970.00
	304-300-720 CAP. IMPOTHER THE	AN ENGR. SERVICES		6,970.00
59930	36682 JAMES, MARY	12-11-23	12/11/2023	210.00
	105-500-679 BSKTBALL OTHER SERV	/ BASKETBALL REFER	REE	210.00
59931	31270 JOEY TREADWAY 001-100-550 MISCELLANBOUS	12-11-23	12/11/2023	30.00
	001-100-550 MISCELLANBOUS	TITLE FEES (3 VE	HICLES)	30.00
59932	36815 JOHNSON, ROBERT WILLIAM	JR. 12-6-23	12/06/2023	1,400.00
	001-135-600 COURT ATTY & JUDGES	APPOINTED COUNSE	il.	1,400.00
59933	37608 JONES, AUTRY	12-11-23	12/11/2023	60.00
	105-500-679 BSKTBALL OTHER SERV	// BASKETBALL SCORE	KEEPER	60.00
59934	37609 JONES, TYRIELLE 105-500-679 BSKTBALL OTHER SERV	12-11-23	12/11/2023	105.00
	105-500-679 BSKTBALL OTHER SERV	// BASKETBALL SCORE	KEEPER	105.00
9935	33590 KELLY SEPTIC SERVICE - P	ORTA 28577	12/01/2023	1,200.00
	105-500-641 RENTALS	CIVIC CENTER POR	TA POTTY	1,200.00
9936	33590 KELLY SEPTIC SERVICE - P	ORTA 28723	12/07/2023	100.00
	105-500-641 RENTALS	KUYKENDALL PARK-	PORTA	100.00

CITY OF	HERNANDO	
DOCKET	HERNANDO OF UNPAID CLAIMS DATE: 12/19/2023	PAGE:
DOCKET	* TABLETON	1040
NUMBER	* VENDOR MUMBER DATE	AMOUNT
59937	33590 KELLY SEPTIC SERVICE - PORTA 28724 12/07/2023	100.00
	105-500-641 RENTALS CHURCH PARK-PORTA POTTY	100.00
59938	33590 KELLY SEPTIC SERVICE - PORTA 28725 12/07/2023	100.00
	105-500-641 RENTALS LEES SUMMIT-PORTA POTTY	100.00
59939	33590 KELLY SEPTIC SERVICE - PORTA 28726 12/07/2023	100.00
	105-500-641 RENTALS COMGER PARE-PORTA POTTY	100.00
59940	7455 LAWRENCE PRINTING CO, INC 79544 12/06/2023	122 02
73273	001-040-500 OFFICE SUPPLIES MINUTE PAPER	133.83
59941	37154 LB TECHNOLOGY INC 23799 12/01/2023 400-650-606 MISC, SERVICES & CHA SUBSCRIP, GPS SERVICES	345.00
	100 030 000 MISC. SERVICES & CRA SUBSCRIP, GPS SERVICES	345.00
59942	37154 LB TECHNOLOGY INC 23918 12/01/2023	75.00
	105-500-686 DUBS & SUBSCRIPTIONS GPS SUBSCRIB. PARKS/REC.	75.00
59943	33944 LEA AID ACQUISITION COMPANY B6B00F24000 11/14/2023	195 00
	001-100-603 PROFESSIONAL SERVICE ARMUAL SERVER MAINT, FEE	195.00
59944	37617 LEHMAN, ANDREA 12-11-23 12/11/2023	20.00
	108-402-555 DICKERS OF A CHRISTM DICKERS- QUEEN VICTORIA	50.00
59945	30921 LEHMAN-ROBERTS COMPANY 97100 12/01/2023	294 90
	001-201-500 STREET SUPPLIES PLANTS- 12.5MM ST	294.80
59946	30640 LEXIS MEXIS RISK DATA MNGMT 20231130 11/30/2023	42 00
	001-100-605 COMMUNICATION MOV. 2023 CONTRACT FEE	42.00
59947	37553 LIBERTEL ASSOCIATES 232419 11/21/2023	750 75
	001-130-730 MACH. & EQUIP. PURCH HDST/EARCUSHION	750.75
37348	37553 LIBERTEL ASSOCIATES 232423 11/21/2023 001-130-730 MACH. & EQUIP. PURCH HEADSET CONTROL	75.60
	The same of the sa	15,00
59949	31240 LOCAL GOVERNMENT SERVICES LLC 1748 12/08/2023	1,500.00
	001-040-601 LEGAL EXPENSE C-SPIRE FRANCHISE	1,500.00
59950	30297 MAGNOLIA ELBCTRIC SUPPLY 384234 12/12/2023	257.57
	001-160-500 FIRE SUPPLIES FD/STATION 2 MATERIALS	257.57
59951	37604 MARIS, WEST & BAKER INC 33352 11/25/2023	1,000.00
	108-402-555 DICKERS OF A CHRISTM DIGITAL CAMPAIGN-DICKERS	1,000.00
59952	37604 MARIS, WEST & BAKER INC 33358 11/30/2023	205 00
	108-402-555 DICKERS OF A CHRISTM AD CAMPAIGN/DICKENS	206.00
59953	37620 MARSHALL, CHRISTY MARIE 12-14-23 12/14/2023 605-000-122 POLICE BONDS HELD BOND REFUND	
	AAA AAA TEE LANDERD NOOND UDTIN DOON KELOON	100.00

DOCKET	OF UNPAID CLAIMS DAT	E: 12/19/2023	PAGE:
DOCKET		*TW0109	
NUMBER	* VENDOR	NUMBER DATE	AMOUNT
59954	32453 MATHENY, GIA	12-13-23 12/13/2023	350 00
	32453 MATHENY, GIA 108-402-610 TRAVEL	MEDC LEGISLATIVE CONF REG	350.00
59955	37160 MCGOWAN, KARL JR.	12-11-23 12/11/2023	175 00
	105-500-679 BSKTBALL OTHER SERV/	BASKETBALL REFEREE	175.00
59956	37150 MCINTYRE, AARON	12-11-23 12/11/2023	105.00
	105-500-679 BSKTBALL OTHER SERV/	BB SCOREKEEPER/CLOCK OPERA	105.00
59957	7545 METER SERVICE & SUPPLY CO	32180 11/29/2023	2.281.70
	400-650-575 REPAIRS	PVC PIPE/LID/TAPE	2,281.70
59958	7545 METER SERVICE & SUPPLY CO	32223 12/04/2023	2.152.20
	400-650-575 REPAIRS	WATER TUBING/PJXPJ CURB	2,152.20
59959	7545 METER SERVICE & SUPPLY CO	32227 12/04/2023	664.20
	400-650-575 REPAIRS	WATER TUBING/PJ CPLG	664.20
59960	7545 METER SERVICE & SUPPLY CO	32230 12/04/2023	403.40
	400-650-575 REPAIRS	2 HYMAX 2 FLIP 210-303	403.40
59961	7545 METER SERVICE & SUPPLY CO	32270 12/07/2023	778.95
	400-650-575 REPAIRS	RESETTER WOW/SINGLE CHECK	778.95
59962	30009 MISSISSIPPI DELTA 001-100-610 TRAVEL	12-5-23 12/05/2023	150.00
	001-100-610 TRAVEL	LODGING -SRO DBC 3-8,2023	150.00
59963	32799 MISSISSIPPI DEPT OF PUB. S	AFET 11-30-23 11/30/2023	1,796.75
	605-000-108 INTERLOCK PRE PAYABL	INTERLOCK- NOV 2023	1,796.75
59964	7655 MISSISSIPPI DEVELOPMENT AD	THOR 1-1-24 12/05/2023	2,699.19
	400-451-823 DEBT RET-HERNANDO ME 400-451-832 INTEREST-SEWER CAP L	GMS\$0864- JAN. 01,2024	1,501.08
	400-451-832 INTEREST-SEWER CAP L	GMS#0864- JAN. 01,2024	1,198.11
59965	7655 MISSISSIPPI DEVELOPMENT AU	TBOR PMT12 12/05/2023	17,708.72
	200-450-844 AWG / PROJECT 2023 -	AWG PROJECT JAN. 2024 PMT	9,996.87
	200-450-845 AMG / PROJECT 2023 -	AWG PROJECT JAN. 2024 PMT	7,711.85
59966	36673 MISSISSIPPI BCONOMIC	4170 10/02/2023	225.00
	36673 MISSISSIPPI BCOMOMIC 108-402-610 TRAVEL	MEMBERSHIP DUES	225.00
59967	7675 MISSISSIPPI FIRE ACADEMY	31540 12/01/2023	500.00
	001-160-681 EDUCATION & SEMINARS	FIRE FIGHTER 1001-COOKER	500.00
59968	7675 MISSISSIPPI FIRE ACADEMY	31574 12/01/2023	600.00
	001-160-681 EDUCATION & SEMINARS	FIRE SERVICE INSTRICE	600.00
59969	7675 MISSISSIPPI FIRE ACADEMY	31666 12/13/2023	1,350.00
	001-160-610 TRAVEL, PER DIEM, TR	DRIVER/OPERATOR NFPA-HENDR	675.00
	001-160-610 TRAVEL, PER DIEM, TR	DRIVER/OPERATOR NFPA-MCCAL	675.00

DOCKET	OF UNPAID CLAI	IMS D	ATE: 12/19/2023		PAGE:
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59970	30260 MIS	SISSIPPI FIRE CHIEF	ASSOC. 12-12-23	12/12/2023	135.0
	001-150-684	DUES & SUBSCRIPTION	NS FIRE CHIEFS ASSO	C. DUES-BE	45.00
	001-160-684	DURS & SUBSCRIPTION	OS PERR CHIERRA ACCO	THE DRIVE OF	AE N
	001-160-684	DUES & SUBSCRIPTION	AS FIRE CHIEFS ASSO	C. DUES-HA	45.00
59971	30126 MIS	SISSIPPI MUNICIPAL A	TTY. AS 224	12/29/2023	225 M
	001-040-681	MYR/ADMN EDUC&SEMIN	NA STEVEN PITTMAN B	EGISTRATIO	225.00
59972	7720 MTS	SISSIPPI MUNICIPAL CI	DDVC 1 12 7 22	10/07/0003	
	001-040-681	MYR/ADMN EDUCASEMIN	IN MINITATINAL ATTRIBUTE IN MINITATINAL ATTRIBUTE	12/07/2023	150.00
	007 040 007	MINIMUM PROCESSME	OR MUNICIPAL CLERKS	PROG GRAD	150.00
59973	7840 NAP	A AUTO PARTS REPAIRS	2755-230062	11/30/2023	49.31
	400-650-575	REPAIRS	OIL FILTER		9.32
	400-200-500	REPAIRS SHOP SUPPLIES	EXTENSION CORD		39.99
59974	7840 MAP	A AUTO PARTS	2755-236158	12/01/2023	90 44
	001-201-570	MOTOR VEHICLE REP.	£ '19 FORD F250 BR	AKEPADS	88.44
59975	7840 NAP	A AUTO PARTS	2755-230311	12/02/2023	42.99
	001-100-570	MOTOR VEHICLE REP.	& PREMIUM CAPSULES		42.99
59976	7840 NAP	A AUTO PARTS	2755-230413	12/04/2023	10.00
	001-201-570	MOTOR VEHICLE REP.	& MEGUIARS TIRE WE	T T	10.99
59977					
32311	400-650-570	A AUTO PARTS MOTOR VEHICLE REP.	2755-230460	12/04/2023	4.99
	100 000 000	HOLDE VEHICUE REF.	# WIDDOUTERD MYSH		4.99
59978		YORK LIFE		12/01/2023	8,391.18
		GROUP INSURANCE	12/1/23-12/31/23	INS.	248.01
		GROUP INSURANCE	12/1/23-12/31/23		161.96
		GROUP INSURANCE	12/1/23-12/31/23		68.82
		GROUP INSURANCE	12/1/23-12/31/23		510.15
		GROUP INSURANCE	12/1/23-12/31/23		612.06
		GROUP INSURANCE	12/1/23-12/31/23		5.82
		GROUP INSURANCE	12/1/23-12/31/23		2,520.22
		GROUP INSURANCE	12/1/23-12/31/23		163.21
		GROUP INSURANCE	12/1/23-12/31/23		109.78
		GROUP INSURANCE	12/1/23-12/31/23		3.88
		GROUP INSURANCE	12/1/23-12/31/23		274.20
		GROUP INSURANCE	12/1/23-12/31/23		161.71
		GROUP INSURANCE	12/1/23-12/31/23		2,515.97
		GROUP INSURANCE	12/1/23-12/31/23	INS.	60.67
		GROUP INSURANCE	12/1/23-12/31/23		198.27
		GROUP INSURANCE	12/1/23-12/31/23		66.58
		GROUP INSURANCE	12/1/23-12/31/23	INS.	3.88
	400-650-480	GROUP INSURANCE	12/1/23-12/31/23	INS.	705.99
59979	33906 NORT	H MS UTILITY COMPANY	1-1-24	12/05/2023	36,673.41
				441 031 2023	
	400-451-653	N MS UTILITY - INTES	JANUARY PAYMENT		8,164.09

CITY OF	HERNANDO					
DOCKET	OF UNPAID CLA	IMS DAT	E: 12/19/2023		PAGE:	17
DOCKET			t	-INVOICE		
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59980	7896 NOE	RTHNEST MS	12-08-23	12/08/2023	100.00	
	001-090-684	DUES & SUBSCRIPTIONS	RENEW MEMB. TONY	EZELL	100.00	
59981	7896 NOS	RTHWEST MS	12-8-23	12/08/2023	100.00	
	001-090-684	DUES & SUBSCRIPTIONS	RENEW MEMB, KRIS	TEN DUGGAN	100.00	
59982	36832 OMG	G NATIONAL	V1431486	10/25/2023	2 033 79	
	001-100-500	SUPPLIES	HANDOUTS	10/23/2403	2,033.77	
					34000000000000000000000000000000000000	
59983	7940 PAN	TOLA PAPER CO.	550754	12/04/0023	96.75	
	001-130-500	SUPPLIES	OFFICE SUPPLIES		96.75	
E000X	2040 DAN	OLA PAPER CO.	*****			
37701	001_135_501	OPPICE SUPPLIES	553159	12/14/2023		
	041-133-341	OFFICE SUFFEIES	LALEX POLLPTED		299.54	
59985	36684 PAY	NE, KEITH	12-11-23	12/11/2023	245 00	
	105-500-679	BSKTBALL OTHER SERV/	BB REFEREE ASSIG	NOR/REFERE	245.00	
59986	7965 PET	TY CASH	12-14-23	12/14/2023	200.00	
	400-000-002	PETTY CASH ON HAND	WIR DEPT DRAMER	INCREASE	200.00	
59987	35224 PTC	KENS, DERRELL	12-11-23	10/11/0000	175 00	
8787.0	105-500-679	BSKTBALL OTHER SERV/	RASKETRALL DEPPEN	12/11/2023	175.00	
		The state of the s	SHOWELDHED MEETING	on.	173.00	
59988	31543 PIC	KETT, MARY ANN	12-6-23	12/06/2023	350.00	
	001-135-600	COURT ATTY & JUDGES	APPOINTED COUNSEL	L .	350.00	
50000	37610 PIG	0 1017W1	220.00	221/21/2015		
32302		BSKTBALL OTHER SERV/	12-11-23	12/11/2023	90.00	
	142.300.013	PONTENIN CIREN SERVI	DASKETBALL SCURE	VERLEK	90.00	
59990	34076 PPM	CONSULTANTS INC	98459	11/20/2023	4,609.50	
	001-375-615	CONTRACTUAL (CONSULT.	MOV. SERVICES		4,609.50	
	0.000 000					
59991	32682 PRE	MIER AIR PRODUCTS RENTALS - COPIER	58932	11/20/2023	124.61	
	001-160-641	KENTALS - COPIER	OXYGEN		124.61	
59992	32682 PREN	MIER AIR PRODUCTS	58912	11/20/2022	£3 00	
	001-160-641	RENTALS - COPIER	OXYGEN	11/20/2023	63.09	
59993	37611 PUM	ROY, ASETON	12-11-23	12/11/2023	150.00	
	105-500-679	BSKTBALL OTHER SERV/	BASKETBALL SCORES	EEPER	150.00	
59994	33546 OFFIN	DIENT LEASING USA, INC.	01000000	10/03/0455	351 44	
22221	001-040-605	COMMUNICATION TRIE &	Jan-appti, 2024	12/03/2025	354.00 59.00	
	400-650-605	COMMUNICATION TELE & COMMUNICATIONS - POS	JAN-APRIL 2024		59.00	
	001-090-605	COMMUNICATION-TELE &	JAN-APRIL 2024		59.00	
	001-135-605	COMMUNICATIONS	JAN-APRIL 2024		59.00	
	001-100-605	COMMUNICATION	JAN-APRIL 2024		59.00	
	105-500-605	COMMUNICATIONS	JAN-APRIL 2024		59.00	
59995	35506 RENA	SANT RANK	pures	12/05/2023	3 766 62	
- RKEEK-	null	and a consensation	191733	14/42/17/23	3,698.96	

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	400-451-8	42 SHOP 630 WHITPIELD-I	L#76339		1,115.80
	400-451-8	42 SHOP 630 WHITFIELD-I 41 SHOP 630 WHITFIELD-P	L#76339		2,583.16
59996	32795 B	IDGELAND FIREFIGHTERS AS	BOT 19-19-55	10/10/1000	200 00
75757	001-160-6	81 EDUCATION & SEMINARS	DIDD CUIDDO COM	12/12/2023	220.00
	001-160-6	BI EDUCATION & SEMINARS	FIRE CHIEFS COM	WIII	110.00
59997	34049 R	ILEY PAVING	10815 STREET REPAIRS	11/28/2023	4,145.00
	400-650-5	75 REPAIRS	STREET REPAIRS		4,145.00
59998	34049 R	ILEY PAVING	10942	12/08/2023	4 065 00
	400-650-5	75 REPAIRS	REAPIR FAILED AS	PHALT	4,065.00
59999	36685 RC	DBERTSON, DANIEL L.	12-11-23	12/11/2023	175.00
	105-500-67	9 BSKTBALL OTHER SERV/	BASKETBALL REFER	EE	175.00
60000	33366 RG	ocic	102460	11/29/2023	300.00
	001-100-68	1 EDUCATION & SEMINARS	CONFERENCE-LERO	KRITH	150.00
	001-100-68	1 EDUCATION & SEMINARS 11 EDUCATION & SEMINARS	CONFERENCE MARKW	AY, STEVEN	150.00
50001					
00001	34196 85	ANDRIDGE, STEPHEN	12~11-23	12/11/2023	120.00
	145-540-63	9 BSKTBALL OTHER SERV/	BASKETBALL REFER	EE	120.00
60002	36935 SC	COTT PETROLEUM CORP	109365	12/08/2023	4,394.78
	001-000-06	9 DIESEL INVENTORY	DIRSEL		4,394.78
60003	36935 SO	OTT PETROLEUM CORP	563503-1	12/08/2022	2 200 00
	001-000-06	8 GAS INVENTORY	GASOLINE	20,00,200	2,300.09
cooos	25745 01	ON COLUMNIA DOS TA			
00004	30/40 51	GN SOLUTIONS USA, LLC	409509	12/05/2023	125.63
	001-201-50	0 STREET SUPPLIES	MATERIALS		125.63
50005	37251 SM	ITH, SCOTT 0 SUPPLIES	12-4-23	12/04/2023	139.68
	108-402-50	0 SUPPLIES	REIMB. CHRISTMAS	PARADE CA	139.68
50006	37176 SW	ELLING, FATINA	19-11-11	12/11/2022	254 00
	105-500-67	9 BSKTBALL OTHER SERV/	BASKETBALL PREFER	KK TTITITOTS	250.00
60007	33732 SO	OTHERN DUPLICATING OF MS	AR200581	12/13/2023	72.21
	105-500-64	1 RENTALS	EQUP#EQ06544- PA	RXS	72.21
8000R	37615 80	OTHERN PAVING LLC	5006	12 (04 /2022	240 207 20
333730	304-300-72	0 CAP. IMPOTHER THAN	ASPHALT/MILLING	12/04/2023 TIDR	740,767.39
50009	35551 SP	BCIAL RISK INSURANCE 5 INSURANCE	85027	09/26/2023	4,432.00
	001-160-62	5 INSURANCE	PREMIUM INS. SEP	T 2023	4,432.00
0010	35551 SD	RCIAL RISK INSIDANCE	00100	11/20/2022	1 454 66
	001-160-62	BCIAL RISK INSURANCE 5 INSURANCE	DODATINA DOLLAR	11/29/2023	1,454.00
	041-100-05	1 THOUSENED	FRANCOM- POLICY-	TWOOKAMCE	1,454.00
		ATE TREASURER			

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	605-000-104	STATE FEES PAYABLE	COURT ASSESSMENT	NOV 2023	31,390.28
60012	32980 STR	YKER	9205108343	11/28/2022	2 202 60
	001-160-639	OUTSIDE REPAIRS-EQUI	POWERLOAD SERVICE	ED	2,203.60
60013	36605 SUN	BELT RENTALS	14791539700	12/04/2023	125 22
	105-500-641	BELT RENTALS RENTALS	POST HOLE AUGER		125.23
60014	33891 TEL	EFLEX INC	9507717867	11/20/2023	538 00
	001-160-502	EPLEX INC EMS SUPPLIES	MEDICAL SUPPLIES		538.00
60015	37606 TIP	TON SOIL TESTING LAB LI	C L242-23	12/01/2023	150 00
	105-500-582	SOCCER FIELD MAINT	CHEMICAL-FERTILIT	Y ANALYSI	150.00
60016	35297 700	OWA ELECTRIC CO INC	5581	12/09/2023	1 600 00
	105-500-637	O/S REP & MAINT PARK	REPLACE 2 DISCOM	ECTS SFIE	1,600.00
60017	35297 100	ONA ELECTRIC CO INC	5583	12/09/2021	125 00
	105-500-634	OWA ELECTRIC CO INC O/R - BUILDING	LABOR/MATERIALS 1	TURF SPRAY	125.00
		NLEY, JANIYA			
	105-500-679	BSKTBALL OTHER SERV/	BB SCOREKEEPER/CL	OCK OPERA	105.00
60019	37613 TRES	MASTER LLC	1060	10/03/2023	750.00
	105-500-637	O/S REP & MAINT PARK	DROP 3 DEAD TREES	-1771-100	750.00
60020	37613 TREE	MASTER LLC	1079	10/03/2023	1.500.00
	103-200-600	PROFESSIONAL SERVICE	CUT DOWN TREE IN	CEMENTARY	1,500.00
60021	37573 TURE	TANK	62846	12/01/2023	16,700.00
	105-500-641		GPS LINE MARKING		15,000.00
	105-500-606	PROFESSIONAL PEES	INSTALLATION FEE		1,700.00
60022		MATE TIRE & SERVICE CE		12/05/2023	1,750.75
	001-160-638	OUTSIDE REPAIRS-VEHI	'18 RAM-SERVICE		1,750.75
60023		ED HEALTHCARE INS CO	43924525306	11/14/2023	119,757.28
	001-040-480	GROUP INSURANCE	12/01/23-12/31/23		7,186.64
	001-400-480	GROUP INSURANCE	12/01/23-12/31/23		280.86
	400-222-480	GROUP INSURANCE	12/01/23-12/31/23		957.96
	001-135-480	GROUP INSURANCE	12/01/23-12/31/23		3,685.30
	001-130-480	GROUP INSURANCE	12/01/23-12/31/23		6,872.69
		GROUP INSURANCE	12/01/23-12/31/23		1,591.41
		GROUP INSURANCE	12/01/23-12/31/23		
		GROUP INSURANCE	12/01/23-12/31/23		33,665.44
		GROUP INSURANCE	12/01/23-12/31/23		577_07
		GROUP INSURANCE			1,310.92
		GROUP INSURANCE	12/01/23-12/31/23		569.31
			12/01/23-12/31/23		6,407.15
	001-090-480	GROUP INSURANCE	12/01/23-12/31/23		2,970.71
	001-100-480		12/01/23-12/31/23		37,151.64
	400-220-480	GROUP INSURANCE	12/01/23-12/31/23		1,879.11

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	400-210-490	GROUP INSURANCE	10/05/02 20/05/0	12	
		GROUP INSURANCE	12/01/23-12/31/2	3	807.49
		GROUP INSURANCE	12/01/23-12/31/2 12/01/23-12/31/2 12/01/23-12/31/2		577.07
			12/01/23-12/31/2		540.27 12,726.24
			2.20 75 16		Acations
60024	33105 UNI		12-09-23	12/09/2023	17,996.07
	001-100-525	MOTOR VEHICLE GAS &	11/10-12/09/2023	FLEET CAR	17,996.07
60025	30056 VAN	DERBURG, CLAY	12-6-23	12/06/2023	1,400.00
		COURT ATTY & JUDGES			1,400.00
					00
60026	37302 VIC	TIMS OF HUMAN TRAFFICK	DNG 11-30-23	11/30/2023	46.75
	605-000-126	STATE HUMAN TRAFFICK	FINES IMPOSED -	NOV 2023	46.75
60027	33225 WAGE	SWORKS, INC	12220044040	** /** /***	
00007		GROUP INSURANCE	11231149940	11/30/2023	
		GROUP INSURANCE			.71
			NOVEMBER 2023 C		.20
		GROUP INSURANCE	NOVEMBER 2023 C	OBKA	.06
		GROUP INSURANCE	NOVEMBER 2023 C		1,16
		GROUP INSURANCE	NOVEMEBER 2023 C		43.64
			NOVEMBEER 2023 C	OKSTALL .	.71
		GROUP INSURANCE	NOVEMEBER 2023 C	5000000	.32
		GROUP INSURANCE	NOVEMEBER 2023 O		49.82
			NOVEMBER 2023 O	20200	3.57
			NOVEMBBER 2023 O		.75
			MOVEMEBER 2023 C		1.23
			MOVEMEBER 2023 C		8.01
	100-070-480	GROUP INSURANCE	NOVEMBER 2023 C	OBRA	.42
	400-200-480	GROUP INSURANCE	NOVEMBER 2023 C	OBRA	.98
	400-210-480	GROUP INSURANCE	NOVEMEBER 2023 CO	OBRA	.75
	400-220-480	GROUP INSURANCE	NOVEMEBER 2023 C	OBRA	4.44
	400-222-480	GROUP INSURANCE	NOVEMBEER 2023 CO	OBRA	3.96
	400-650-480	GROUP INSURANCE GROUP INSURANCE GROUP INSURANCE GROUP INSURANCE GROUP INSURANCE	NOVEMEBER 2023 CO	OBRA	6.77
60028	32445 WAGG	ONER ENGINEERING, INC	41710	12/06/2023	2,293,41
	001-000-238	MPO - NESBIT SIDEWAL	SIDEWALK PROJECT		2,293.41
60029	17598 WARD	, KEIAUNA	10.05.00	10/05/0000	202 00
*****	105-000-115	GALE CENTER DEPOSITS	GALE CENTER REPER	T4/03/4043	200.00
60030	32517 WAST	E CONNECTIONS, INC	60101223001	11/30/2023	89.834.38
	400-220-635	B CONNECTIONS, INC GARBAGE DISPOSAL	12/1-12/31/23 CAR	RT RECY.	89,834.38
99031	NUMBER COLD	S FARGO VENDOR FINANCIA	AL S 5027606439	11/23/2023	340.00
	400-020-041	RENTAL	DEC. 25 COVERAGE P	PKINTERS	340.00
60032	30214 WEIT	FIELD ELECTRIC COMPANY	INC 90715	11/22/2023	1 155 00
7555 BT-	105-500-634	O/R - BUILDING	PEPLACE/INSTRICT	MIL DECK	577 50
	001-100-635	OUTSIDE REPAIRS - BL	REDUNCE / INCOME.	MALI, DACE	577.50
			THE STREET STREET P	Unaid Effet.	3/1/30
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	108-402-555	DICKENS	OF A CHRISTM	DICKEMS-JEN Z PO	TTERY	100.00	
	1	'0TAL >>>				919,036.06	
						919,036.06	

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DOCKET OF UNPAID CLAIMS	DATE:	12/19/2023		PAGE:	22
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		108-000-000		4,496.37	
		105-000-000		50,653.76	
		001-000-000		261,049.20	
		400-000-000		242,987.65	
		106-000-000		12,500.00	
	04	605-000-000		80,334.01	
		103-000-000		1,568.96	
		304-000-000		247,737.39	
		200-000-000		17,708.72	
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			1,8	825,093.09	

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