

WHEREAS, the **CITY OF DRY RIDGE, KENTUCKY** (the "City") has requested bid proposals from parties interested in obtaining a franchise to operate telephone systems within the confines of the City;

NOW, THEREFORE, **CINCINNATI BELL TELEPHONE COMPANY, LLC** ("**CBT**" or "**Franchisee**"), 221 East Fourth Street, Cincinnati, Ohio 45201, hereby submits its bid for obtaining a franchise, privilege and right of way in the streets, alleys and public grounds of the City of Dry Ridge for the purpose of operating telephone systems as follows:

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**SECTION 1. DEFINITIONS**

As used herein, the following words and phrases have the meanings indicated:

A. The words "public property" mean any real estate in the City of Dry Ridge dedicated or otherwise open to public use, including, without limitation, all streets, roads, highways, sidewalks and other public easements and rights of way.

B. The word "franchise" means the privilege and right of way in the streets, alleys and public grounds of the City of Dry Ridge for the use thereof for the purpose described in Addendum A attached hereto and incorporated herein by reference.

C. The word "facilities" means any tangible apparatus, equipment, fixture, or instrumentality in any way involved in the purpose of the franchise proposed hereby, including without limitation, those described in Addendum A attached hereto and incorporated herein by reference.

D. The words "franchise service or commodity" mean any service or commodity the transmission, distribution or sale of which is promoted by the franchise proposed hereby.

E. "Franchise Fee" means for the purposes of this Agreement any fee that may be imposed by the City on Franchisee as compensation for Franchisee's use of public rights-of-way and roads or that is defined by Federal law as a franchise fee under or by Kentucky law under KRS 136.660. Use of this definition in this Agreement is without prejudice to any rights Franchisee or City may have under Federal and Kentucky law as they may be amended.

F. "Gross Revenues" means any and all revenues or receipts, including cash, credits, property or other consideration of any kind or nature, which is derived directly or



indirectly and collected by Franchisee for telephone and/or telecommunications services from its Subscribers having service addresses within the Franchise Area. Gross Revenues includes, recurring monthly charges for telephone and/or telecommunications services and telephone and/or telecommunications services related equipment; service charges related to the provision of telephone and/or telecommunications services, including, but not limited to, service order, installation, connection and service termination charges. Gross Revenue shall include any such revenue or receipts received by any Affiliate of the Franchisee where such revenue or receipts in the ordinary course of business should have, according to existing practices, been paid to Franchisee in connection with the operation of its telephone and/or telecommunications services operations. Gross Revenue shall not include the following: a) Any taxes, fees, or assessments that are collected by the Franchisee from telephone and/or telecommunication subscribers for pass-through to any federal, state, or local government agency, including the franchise fee authorized under Section 12; (b) Uncollectible charges, except that uncollectible charges, all or part of which are written off as bad debt but subsequently collected, less the expenses of their collection shall be included in gross revenue in the quarter collected; (c) Late payment charges; (d) Maintenance charges; and (e) Charges for services other than telephone and/or telecommunications services, reasonably identifiable on books or records the Franchisee keeps in the regular course of business or by other reasonable means, that are aggregated or bundled with amounts billed to telephone and/or telecommunications services subscribers, including, but not limited to the provision of directory or internet advertising, including yellow pages, white pages, banner advertising, and electronic publishing. Gross revenue shall be computed in accordance with generally accepted accounting principles.

## **SECTION 2. FRANCHISE NON-EXCLUSIVE**

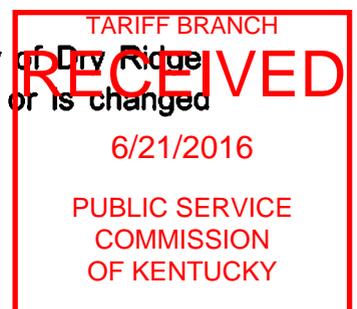
The franchise proposed hereby shall be non-exclusive; and the City of Dry Ridge shall not be restricted or precluded thereby from granting additional, like or similar franchises to persons other than the Franchisee, in all or any part of the City of Dry Ridge.

## **SECTION 3. FRANCHISE TERM**

The term of the franchise proposed hereby shall be for a period of ten (10) years, beginning at midnight on the last day of the calendar month in which this proposal is accepted by the City of Dry Ridge.

## **SECTION 4. FRANCHISE AREA**

The franchise proposed hereby shall be for the entire area of the City of Dry Ridge, Grant County, Kentucky, its successors and assigns, as it now exists or is changed



through annexation, reduction or expansion of its boundaries, merger, consolidation, or other similar proceeding.

**SECTION 5. DRY RIDGE AVAILABILITY OF FRANCHISE SERVICE OR COMMODITY**

During the term of the franchise proposed hereby, the Franchisee shall cause the franchise service or commodity to be made available to the citizens, occupants, residents and inhabitants of the of the City of Dry Ridge, upon the same terms and conditions that the franchise service or commodity is made available by the Franchisee to other persons in similar circumstances. The Franchisee will adhere to Federal, State and Local statutes with regard to availability and provisioning of the franchise service and commodity.

**SECTION 6. CONTINUATION OF EXISTING FACILITIES**

During the term of the franchise proposed hereby, any existing facilities of the Franchisee within or upon any public property of the City of Dry Ridge, may be continued to be operated, used, maintained and repaired by the Franchisee to the existing condition thereof, as long as the records of the Franchisee in regard thereto are reasonably available to the City of Dry Ridge upon any need therefore.

**SECTION 7. NEW FACILITIES**

During the term of the franchise proposed hereby, the Franchisee may replace, reconstruct, or extend any existing facilities of the Franchisee within or upon any public property of the City of Dry Ridge, or construct or install new facilities thereon in accordance with the City of Dry Ridge ordinances.

**SECTION 8. MAINTENANCE OF FACILITIES**

During the term of the franchise proposed hereby, the Franchisee shall cause the facilities thereof within or upon the public property of the City of Dry Ridge to be maintained and repaired to a condition which is functional and safe.

**SECTION 9. RESTORATION**

During the term of the franchise proposed hereby, the Franchisee shall cause the condition of any of the public property of the City of Dry Ridge upon which any facilities of the Franchisee have been installed or constructed to be restored to a condition which is as good or better than the condition thereof immediately preceding the construction or installation of the facilities of the Franchisee thereon.



**SECTION 10. CLAIM DEFENSE AND INDEMNIFICATION**

The Franchise shall, at the sole cost and expense thereof, defend the City of Dry Ridge against any and all claims and cause of action against the City of Dry Ridge as a consequence of any act or omission of the Franchisee, pursuant to the franchise proposed hereby, to which there was no contribution or involvement by the City of Dry Ridge other than the franchise proposed hereby; and the Franchisee shall pay and indemnify and hold the City of Dry Ridge harmless from any and all claims, damages, judgements, causes of action, court costs and expenses in regard thereto, including without limitation, reasonable fees of attorneys and expert witnesses therefor.

**SECTION 11. OTHER MUNICIPAL AUTHORITY**

The franchise proposed hereby shall not, in any way, restrict or preclude any authority of the City of Dry Ridge to which the Franchisee may otherwise be subject, according to law.

**SECTION 12. PAYMENT TO THE GOVERNMENT.**

- A. Payments shall be made at the times and in conformance with the requirements of applicable law, currently Kentucky Revised Statutes, Chapter 136, as revised by House Bill 272 (Tax Modernization) in the 2005 Regular Session of the Kentucky General Assembly (the "Kentucky Franchise Law"). Additionally, the City may at any time impose any fees or taxes consistent with state or federal law, including, but not limited to property taxes, and occupational license fees but excluding and never including Franchise Fees except to the extent allowed by subsection (C), below.
- B. The excise tax distribution from the state is not a payment in lieu of any tax, fee or other assessment except as specifically provided in this Agreement, or as required by applicable law. By way of example, and not limitation, permit fees and business license taxes are not waived and remain applicable as provided by law to the extent they are not Franchise Fees. Such payments shall be made at the times and in conformance with the requirements of this Agreement.
- C. The City may not collect Franchise Fees from Franchisee except to the extent allowed by this subsection (C). If at any time Kentucky law is changed to allow the collection of Franchise Fees by Franchisee, (i) Franchisee shall pay Franchise Fees for the reason that the Roads to be used by Franchisee in the operation of its system within the boundaries of the City of Dry Ridge are valuable public properties, acquired and maintained by the City at great expense to its taxpayers, and that the grant to Franchisee to use said Roads is a valuable property right without which Franchisee would be required to invest substantial capital in right-of-way costs and acquisitions, (ii) the Franchise Fee shall be in an amount equal five percent (5%) of Franchisee's Gross Revenue and (iii) notwithstanding the foregoing, in no event shall Franchisee pay more than any



competing telephone and/or telecommunications provider, to the extent such provider uses the City's rights of way and as permitted by law.

- D. Nothing herein shall be deemed a waiver of any right of Franchisee to challenge the imposition of any fee as inconsistent with applicable law.
- E. Subject to the Kentucky Franchise Law, the payment of the Franchise Fee shall be in addition to any other tax or payment owed to the City by Franchisee.
- F. If any Franchise Fee is owed to the City under subsection (C), above, it shall be payable quarterly to the City and Franchisee shall file a complete and accurate report, signed by and certified as accurate by an officer of Franchisee, of all Gross Revenues received within the territorial limits of the City of Dry Ridge during the previous three month period, and said payment shall be made to the City no later than forty-five (45) days after the expiration of the quarter when due. The Gross Revenue report from operations of Franchisee within the franchise area shall include: a schedule of Gross Revenue by category by month; a schedule of the number of Subscribers by category of service by month; and a schedule of Gross Revenue upon which the Franchise Fee is based.
- G. If any Franchise Fee is owed to the City under subsection (c), above, upon reasonable notice, the City shall have the right during normal business hours to inspect Franchisee's relevant revenue records at Franchisee's office, the right to audit and to re-compute any amounts determined to be payable under this Agreement; provided, however, that such audit shall take place within twelve (12) months following the close of each of Franchisee's fiscal years. If, as a result of such audit or review, the City determines that Franchisee has underpaid its fees to the City in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, Franchisee shall reimburse the City for all of the reasonable costs associated with the audit or review, including costs for attorneys, accountants and other consultants. Any additional amount due to the City as a result of an audit or review shall be paid within the thirty (30) days following written notice to Franchisee by the City, which notice shall include a copy of the audit report and copies of all invoices for which the City seeks reimbursement.
- H. In the event that any franchise payment or recomputed amount is not made to the City on or before the applicable dates heretofore specified, interest shall be charged from such date at the annual rate of 2% over prime interest rate.
- I. The City reserves the right to require Franchisee, to collect any consumer or other tax or other fee that may be lawfully imposed by the City, the Commonwealth of Kentucky, or the federal government on telephone and/or telecommunications services .



- J. No acceptance of any payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the release of any claim that the City may have for further or additional sums payable under this Agreement.

**SUBMITTED BY:**  
CINCINNATI BELL TELEPHONE COMPANY, LLC

BY: *Ted Heckmann*  
**TED HECKMANN**  
**CINCINNATI BELL TELEPHONE COMPANY, LLC**  
221 E. FOURTH STREET  
CINCINNATI, OH 45202

March 1, 2016

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ADDENDUM A

The purpose of the franchise to which this Addendum A is attached shall be for construction, maintenance, repair, reconstruction, operation and use of the equipment, apparatus, facilities, and appurtenances thereto for the telephone and general communications system by means of telephone wires, radio signals and otherwise to engage in the business of providing general communications services for use by others.

*Jed Heckmann*

\_\_\_\_\_  
CINCINNATI BELL TELEPHONE COMPANY, LLC



**ADDENDUM B**

The facilities of the Franchisee shall include, without limitation, poles, crossarms, wires, cables, anchors, conduits, manholes, junction boxes and other apparatus, fixtures, and equipment, both above ground and below ground for the transmission of communications by wire, radio or otherwise.

*Jed Heckmann*

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CINCINNATI BELL TELEPHONE COMPANY, LLC

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RECEIVED

CITY OF DRY RIDGE  
CITY COUNCIL MEETING  
March 21, 2016

JUN 20 2016

Public Service  
Commission

Council for the City of Dry Ridge met in regular session on March 21, 2016 at 6:00 p.m. at the Dry Ridge City Building, 31 Broadway, Dry Ridge, Kentucky, 41035, with the following present:

Mayor: James Wells

Council: Kenny Edmondson (arrived at 6:11 p.m.), James Hendy, Fred Money, Joni Pelfrey, Sara Cummins,  
Carisa Hughett was absent.

City Attorney: Pete Whaley

Staff: Amy Kenner, Brent Cummins, Chief Rick Kells, Chief Rodney Smith, Superintendent Ken Little.

Guests: Gary Brock, Mike Philpot, Kay Philpot, Steve Kelly, Scot Chadwick

Mayor James Wells called the meeting to order at 6:00 p.m.

Mayor Wells welcomed our guests, and Council members.

Mayor Wells welcomed our staff.

City Clerk/Treasurer Amy Kenner took attendance with four Council members being present. Mr. Kenny Edmondson arrived after attendance was taken.

Mayor Wells presented the agenda for approval.

Council member Sara Cummins moved, Council member Fred Money seconded to approve the agenda. Motion carried. Kenny Edmondson-yes, James Hendy-yes, Fred Money-yes, Joni Pelfrey-yes, Sara Cummins-yes, Carisa Hughett - absent.

Mayor Wells presented minutes from the February 01, 2016 meeting for approval.

Council member Fred Money moved, Council member Sara Cummins seconded to approve the 02/01/2016 minutes. Motion carried. Kenny Edmondson-yes, James Hendy-yes, Fred Money-yes, Joni Pelfrey-yes, Sara Cummins-yes, Carisa Hughett - absent.

Mayor Wells presented minutes from the February 16, 2016 meeting for approval.

Council member Jim Hendy moved, Council member Joni Pelfrey seconded to approve the 02/16/2016 minutes. Motion carried. Kenny Edmondson-yes, James Hendy-yes, Fred Money-yes, Joni Pelfrey-yes, Sara Cummins-yes, Carisa Hughett - absent.

Mayor Wells presented minutes from the March 01, 2016 meeting for approval.

Council member Sara Cummins moved, Council member Joni Pelfrey seconded to approve the 03/01/2016 minutes. Motion carried. Kenny Edmondson-yes, James Hendy-yes, Joni Pelfrey-yes, Sara Cummins-yes, Carisa Hughett - absent.



Mayor Wells presented minutes from the March 07, 2016 meeting for approval. Two spelling errors were noted. These errors will be corrected before posting.

Council member Fred Money moved, Council member Jim Hendy seconded to approve the 03/07/2016 minutes, with the spelling corrections. Motion carried. Kenny Edmondson-yes, James Hendy-yes, Fred Money-yes, Joni Pelfrey-yes, Sara Cummins-yes, Carisa Hughett - absent.

## REPORTS

### FIRE

Chief Rodney Smith informed council the new ladder truck had been delivered to the city. Chief Smith let everyone know training will be soon on the truck, the training will last for three days. Chief Smith stated this is the first E-1 truck purchased by the city. Chief Smith said the training is an eight hour class that everyone will have to undergo before being able to operate the truck. Chief Smith stated he hopes to have the truck in service by late April.

Chief Smith stated the first part of the Grant for the ladder truck had been received.

Chief Smith informed council he had been assured the money from the Grant County Court for \$50,000 for the ambulance purchased would be sent to the city.

Mayor Wells thanked all the fire department staff who helped make sure everything was completed regarding the grant for the ladder truck.

Chief Smith presented the January and February Fire/EMS reports for council to review.

Chief Smith stated he does not think the new needle exchange program will affect the fire department other than a little change in the paperwork that must be done.

### POLICE

Chief Rick Kells presented the January and February reports for council to review.

Chief Kells stated there have been a lot of complaints regarding trucks parking on Ferguson Blvd. He stated trucks keep parking on the street even though there are posted signs. Wal-Mart no longer allows for overnight parking in their parking lot.

Council member Fred Money suggested putting a line down the middle of the road to discourage parking.

Chief Kells stated there are signs on all the poles saying no parking. He would like to put up more signs. Chief Kells stated they ask the trucks to move when they see them, he stated the next option is to start writing tickets and towing the vehicles.

Superintendent Ken Little suggest street lights be put up on the street.

Mayor Wells stated Owen Electric is willing to put them up at no cost to the city but they must cross Piles' property. Duke Energy will also put up lights, coming from the Wal-Mart direction, but the City will have to pay the cost of the instillation.



Council members asked to get questions answered regarding the lights on Ferguson Blvd for the next meeting.

Chief Kells gave an update regarding the police academy. He stated the hiring process began January 8<sup>th</sup> and Kyle Wallace will not start class until May 13<sup>th</sup>. Kyle will graduate on December 9<sup>th</sup>. Chief Kells stated it will April 2017 before Kyle will be ready to be one his own.

Chief Kells stated there was a snag with the other applicant. It may be longer before the next cadet starts the academy.

Mayor Wells stated Kyle Wallace started with the City today. While Kyle did get into the June class it is now full. The next class will begin August 15<sup>th</sup>, putting graduation in February of 2017. This would make the cadet available to the City in June or July of 2017.

Chief Kells reminded council the City does not have 24/7 police coverage. He stated the City will not be there until 2018 due to deadlines and mandates.

Mayor Wells stated Kyle will be farmed out to all departments of the City but the biggest part of his time will be with the Police Department.

#### WATER DEPARTMENT

Superintendent Ken Little stated Jamey Rhoton was in class all week. He stated the water department has started to put the radio read heads on the meters.

#### SEWER DEPARTMENT

Superintendent Ken Little presented the Wastewater Report for review. He stated it is a 2 ½ hour inspection. Superintendent Little pointed out the overall compliance status was listed as NO Violations Observed. He stated this is a reflection of the extra help the department has now.

Superintendent Little stated the High School Pump Station went down and is out for repair currently. He also stated the panel for the Pump Station for Wal-Mart is in bad shape. He stated they cannot get parts for the panel any longer that need to be replaced.

Superintendent Little stated Murphy Oil will have a walk-in store and this will put more pressure on that station. He stated if the station goes out the manholes are in the middle of the Wal-Mart parking lot.

#### ROAD DEPARTMENT

Superintendent Ken Little stated all the coal patches have been put down in the City. He stated Ridgeview Circle still needs to be filled but it will require concrete.

Superintendent Little stated 95 tons of salt has been used year to date. There is still 65 tons of salt in stock.

Superintendent Little stated trash pickup is going on. He stated the department will hand sweep the streets this week.

Superintendent Little reminded council a second reading had not been done for the naming of Cliff's Way. Mayor Wells stated he will add it to the April meeting.



Superintendent Little stated he had spoken to Mr. Renaker about the cones on New Del.

Superintendent Little stated Church Street needs immediate attention and would like to put a RFP out to see what the cost would be. At that point it can be determined if the cost could come out of this year's budget or next budget.

#### PLANNING & ZONING

Mayor Wells presented a copy of the Williamstown Short Term Changes as a reference regarding short term rentals. Mayor Wells stated there is not current ordinance to cover these rentals. Mayor Wells asked permission to present a Text Amendment to the Zoning Board. Mayor Wells asked council if they would prefer a permitted use or a conditional use. Council spoke among themselves and agreed a permitted use would be preferred.

#### PARKS & RECREATION

Mayor Wells stated the City had terminated the Park & Recreation agreement with the County. The County wished to terminate the agreement immediately and will issue a refund for the portion already paid.

Mayor Wells showed a video of a car going through the fence at Piddle Park. He stated the contractor will be putting in the new fence this week.

Mayor Wells stated softball has started in the park.

Mayor Wells stated a Basketball tournament will begin in April on Friday nights.

Mayor Wells stated tennis matches have begun at the park. A picture was shown of the crowd.

Mayor Wells stated the Rocking' the Ridge Summer Festival website is up and running.

#### IT

No report was presented

#### ABC

Mayor Wells stated three applications had been approved by the City; Speedway at 10 Taft Hwy, Speedway at 70 Broadway, and Novel T's Gift at the corner of Taft Hwy and Warsaw Road.

#### MAYOR

Mayor Wells presented a list of businesses in the City that have not gotten their 2016 business license. Council asked how this is possible. City Clerk, Amy Kenner stated renewal letters were sent out at the beginning of June 2015. Delinquent notes were also mailed in November 2015 giving until December 15, 2015 to pay the license. Ordinance number 383-1983 was shown. This was shown to see what the ordinance said to do for those who did not pay. Arrest warrants are supposed to be issued. Council decided they wanted City Attorney Pete Whaley to write a letter to the businesses who do not have a current license and reference the ordinance.

Mayor Wells presented a text message regarding KJ Little. The text message stated their appreciation for the phenomenal job he is doing.



Mayor Wells informed council the software being used in the front office is not gathering the information needed to run the office effectively. He requested permission to put a RFP out for software. Council Agreed.

## OLD BUSINESS

### A. UPDATE ON RIDGEVIEW CIRCLE

Mayor Wells presented the Ridgeview Circle engineers report. He recommended putting out the proposal for RFP to determine what the cost will be to fix the property.

A resident asked if the crack in his basement would be repaired when the road was fixed. Mayor Wells stated the report did not indicate the road was the cause of the cracks. Mayor Wells stated he will have to get more information from the engineer to determine if the basement crack would be fixed with the road fix.

### B. UPDATE ON LAKE POLLY WOG DAM EROSION

Mayor Wells stated the whole spillway must be taken out and replaced. The Dam Improvement Report was shown. Mayor Wells asked to put a RFP out to find out the cost of the repair. Council agreed.

### D. TELEPHONE FRANCHISE BID AWARD

Mayor Wells stated Cincinnati Bell was the only one who submitted a bid. Mayor Wells presented the CBET Telco Fran Proposal for approval.

Council member Fred Money moved, Council member Jim Hendy seconded to accept the CBET Telco Fran Proposal. Motion carried. Kenny Edmondson-yes, James Hendy-yes, Fred Money-yes, Joni Pelfrey-yes, Sara Cummins-yes, Carisa Hughett - absent.

### C. UPDATE ON WILORN DRIVE

Chief Kells stated on March 9<sup>th</sup> the police department observed the young man riding on the road. They spoke to the young man and they do not believe it will be an issue any longer.

Ms. Gatewood stated she has only heard them near the pump station and has not seen them on the paved road.

## NEW BUSINESS

### A. SURPLUS CITY EQUIPMENT

Mayor Wells requested permission to put two fire trucks and miscellaneous equipment up for sale.

Council member Jim Hendy moved, Council member Sara Cummins seconded to allow for the surplus of the fire trucks and miscellaneous equipment. Motion carried. Kenny Edmondson-yes, James Hendy-yes, Fred Money-yes, Joni Pelfrey-yes, Sara Cummins-yes, Carisa Hughett - absent.

### B. COVEY PROPERTY DISCUSSION



Mayor Wells stated an email was sent to engineer last week requesting them look at the property. The property owners were given one week to get an engineer to look at the property and propose a fix, they did not get anything back to the City. Mayor Wells contacted an engineer to protect the City.

#### C. ELECTED OFFICIALS COMPENSATION

City Clerk Amy Kenner presented several documents regarding elected officials compensation since 2006. She explained it was discovered that the COLA granted in Ordinance 724-2008 for 4.081% was given to the elected officials but the COLA granted in Executive Order 071013-01 dated 07/01/13 for 4.00% and Executive Order 2015-21 dated 07/01/15 for 1.7% was not given to elected officials. A raise of \$3.12 per year was given to council members on 3/30/09 and \$18.73 per year was given to the mayor on 3/30/09. No documentation can be found as to why this increase was given. According to the calculation the new salary for council members should be \$3,302.53 per year and \$19,483.96 per year for the mayor.

City Clerk Amy Kenner asked council how they would like her to rectify the error. They stated the error should be corrected effective January 1, 2016 and no back pay will be given.

Council member Fred Money moved, Council member Jim Hendy seconded to rectify the salary error effective January 1, 2016. Kenny Edmondson-yes, James Hendy-yes, Fred Money-yes, Joni Pelfrey-yes, Sara Cummins-yes, Carisa Hughett - absent.

#### D. EXECUTIVE SESSION PENDING LITIGATION PER KRS 61.810(1)(C)

Mayor Wells requested council to go into Executive Session at 7:42 p.m.

Council member Jim Hendy moved, Council member Sara Cummins seconded to go into Executive Session. Motion carried. Kenny Edmondson-yes, James Hendy-yes, Fred Money-yes, Joni Pelfrey-yes, Sara Cummins-yes, Carisa Hughett - absent.

Council exited Executive Session at 8:10 p.m.

Council member Fred Money moved, Council member Jim Hendy seconded exit Executive Session. Motion carried. Kenny Edmondson-yes, James Hendy-yes, Fred Money-yes, Joni Pelfrey-yes, Sara Cummins-yes, Carisa Hughett – absent

Mayor Wells stated no action was taken during Executive Session.

#### ADJOURNMENT

Council member Fred Money moved, Council member Jim Hendy seconded to adjourn. Motion carried. Kenny Edmondson-yes, James Hendy-yes, Fred Money-yes, Joni Pelfrey-yes, Sara Cummins – absent.

\_\_\_\_\_  
AMY KENNER, CITY CLERK/TREASURER

\_\_\_\_\_  
JAMES WELLS, MAYOR

