

AGENDA:

It was moved by Alderman Franklin, seconded by Alderman Baker to adopt the Agenda for the meeting.

All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of November 5, 1996 were approved as printed.

ACCOUNTS:

It was moved by Alderman Franklin, seconded by Alderman Howell to authorize approval for payment the Accounts as presented.

All the aldermen voting aye, Mayor Leslie declared the motion carried.

CHRISTMAS PARADE:

Basil Richmond on behalf of the Oxford Lions Club came before the Mayor and Board of Aldermen to request \$750.00 for the Christmas Parade to be held December 2, 1996. It was moved by Alderman Bounds, seconded by Alderman Franklin to fund the request of \$750.00 from the 2% Food and Beverage Funds.

All the Aldermen voting aye, Mayor Leslie declared the motion carried.

REPORT FROM TREE
ORDINANCE COMMITTEE:

David Magee, Chairman of the committee appointed at the last board meeting to study a proposed tree ordinance, reported that the committee has met and tried to determine how to proceed. This is a very complex issue and a plan of action will be made in an effort to keep the public informed. The committee has directed Ben Smith to explore separating the two issues involved (landscape ordinance and tree ordinance). Once Ben

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

REPORT CONTINUED:PETE BOONE, ATHLETIC DIRECTOR
UNIVERSITY OF MISSISSIPPI:

has done his research, he will notify Alderman Magee who will call a meeting to go over the work. The committee has some nine ordinances before them from other cities. The committee has promised to proceed as expeditiously as possible.

Pete Boone, Athletic Director from the University of Mississippi came before the Mayor and Board of Aldermen to bring them up-to-date on the proposed stadium expansion for Ole Miss. He expressed how important it is for Oxford and Ole Miss to work together and to show that we do have a uniqueness in Oxford and Ole Miss that other areas of the country do not have. Ole Miss will play home football games in Oxford for ten years and Mr. Boone expects TV exposure that will be good for both Oxford and Ole Miss. Mr. Boone asked for a commitment from the City of Oxford for \$75,000.00 per year for five years to the Ole Miss Loyalty Foundation to be used for contingencies as the increased stadium expansion will bring more people to Oxford. Mayor Leslie responded to Mr. Boone's request by stating how much Oxford has given to the University and how much we still owe on the Ole Miss Baseball Stadium and he feels that Oxford has done enough for sports and he feels that Oxford citizens should have the use of the funds from the 2% Food and Beverage before we fund additional things for Ole Miss. Alderman Baker asked Mr. Boone if a decision on this

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

PETE BOONE CONTINUED:

would be o.k. after the first of the year. Mr. Boone stated that it would be o.k. for the board to take their time on this request. The stadium expansion is expected to start in February and be completed for the 1998 football season.

CITY ELECTION COMMISSION:

It was moved by Alderman Franklin, seconded by Alderman Baker to authorize the appointment of J. D. Sneed, 1804 Johnson Avenue to fill the unexpired term of Gene Gratz on the City Election Commission. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESIGNATION
TOMMY COBB,
CITY SHOP FOREMAN:

It was moved by Alderman Jones, seconded by Alderman Franklin to accept the resignation of Tommy Cobb, City Shop Foreman as of 11-7-96. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR
CITY SHOP FOREMAN:

There came on for discussion the advertising for employment of a City Shop Foreman. It was moved by Alderman Jones, seconded by Alderman Franklin to continue this for two weeks to prepare a job description for the City Shop Foreman. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TOM THORNTON
INSTRUCTORS PEPPER
SPRAY SCHOOL:

Upon the recommendation of Chief Bramlett, it was moved by Alderman Baker, seconded by Alderman Franklin to authorize Tom Thornton to attend Instructors Pepper Spray School at the Tupelo Training Academy, November 22, 1996 with a registration fee of \$175.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

JANITOR FOR
POLICE DEPARTMENT:

It was moved by Alderman Franklin, seconded by Alderman Jones to transfer Johnny Webb to the Police Department as Janitor. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR LABORER
FOR BUILDING AND GROUNDS:

It was moved by Alderman Franklin, seconded by Alderman Jones to authorize advertisement for a person to fill Johnny Webb's position in Building and Grounds. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Sharpe, seconded by Alderman Franklin to authorize payment of the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT
AUDIT REPORT:

Johnny Earnest, Superintendent of the Electric Department presented each alderman with a copy of the audit as of June 30, 1996.

FINAL PLAT
SOUTHWIND SUBDIVISION:

Upon the recommendation of David Bennett, it was moved by Alderman Bounds, seconded by Alderman Sharpe to accept the final plat approval for Southwind Subdivision. All the aldermen voting aye, Mayor Leslie declared the motion carried.

FINAL PLAT
SOUTH OAKS SUBDIVISION:

Upon the recommendation of David Bennett, it was moved by Alderman Bounds, seconded by Alderman Jones to accept the final plat for South Oaks Subdivision. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

GRIT TRAILER TREATMENT PLANT:

David Bennett presented two quotes for the purchase of a Grit Trailer for the Treatment Plant:

Southland	\$2,699.00
Rode Runner Trailer	\$2,500.00

It was moved by Alderman Bounds, seconded by Alderman Howell to authorize the purchase from the low quote. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS FOR BELK STREET:

David Bennett reported that two bids were received for the relocation of Belk Street:

CAMCO	\$487,955.88
Sparks	\$440,439.18

After opening the bids, it has been determined that Oxford Electric Department can install the Traffic Signal and save some money. \$51,089.96 of the low bid is for the Traffic Light. 35% of the bid is to be paid by the County on this project. It was moved by Alderman Sharpe, seconded by Alderman Franklin to accept the bid of Sparks Construction minus the Traffic Light or a total of \$389,349.22 and to authorize the Electric Department to install the Traffic Signal and that David Bennett and Mayor Leslie be authorized to issue Change Orders according to law on this project. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MS MUNICIPAL CLERKS
CONFERENCE IN JACKSON:

It was moved by Alderman Franklin, seconded by Alderman Bounds to authorize Debbie McLarty and Virginia Chrestman to attend the 1996 Certification Update For MS Municipal Clerks in Jackson, December 11-13, with a registration fee of \$50.00 each. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EQUIPMENT REQUESTS:

A copy of each Department Head's request for equipment will be submitted at the next meeting for consideration from the Capital Improvement Fund.

SCHOOL COMMITTEE:

Alderman Baker asked that each alderman and the Mayor contact the Oxford City School and submit two names to be considered for a committee of the school to perform a detailed study of the school facilities. The school board is seeking the names to be drawn along with names from PTA, teacher, etc., with the committee to be named by December 1st.

JACKSON AVENUE PROJECT:

It was moved by Alderman Baker, seconded by Alderman Jones to direct T.W. Elliott Engineers to provide description of easements and maps necessary for the Jackson Avenue Project from the Railroad Bridge to Rebel Drive, and that the easements be prepared and submitted to the University for approval. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

EXECUTIVE SESSION:

It was moved by Alderman Bounds, seconded by Alderman Franklin to consider an Executive Session to discuss a contractual matter and to learn of security matters concerning burglary alarms in the Police Department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Bounds, seconded by Alderman Sharpe to remain in Executive Session concerning a contractual matter and alarms in the Police Department.

The vote was as follows:

Voting aye - Jones, Franklin, Bounds
Howell, Baker, Sharpe

Voting no - Magee

Mayor Leslie declared the motion carried.

City Clerk Chrestman and City Attorney Ed Perry announced to the public in the hall that the board voted to have an Executive Session for a contractual matter and alarms being monitored in the Police Department.

REGULAR SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Jones to return to Regular Session. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ALARMS MONITORED
IN POLICE DEPARTMENT:

It was moved by Alderman Magee, seconded by Alderman Sharpe to take the matter of alarms being monitored at the Oxford Police Department under advisement to give all concerned time to study this matter. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

ADJOURN:

It was moved and seconded to adjourn
the meeting Sine-Die.



Virginia H. Chrestman, City Clerk



John Leslie, Mayor

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

7:00 p.m. December 3, 1996

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, December 5, 1996 in the Courtroom of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William C. Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Steve Bramlett - Chief of Police

Johnny Chinault - City Shop Employee

Terry McDonald - Fire Chief

Ben Smith - Director of Planning &
DevelopmentShirley Michael - Superintendent of
Solid Waste

David Bennett - Public Works Director

Debbie McLarty - Tax Assessor

AGENDA:

It was moved by Alderman Baker, seconded by Alderman Howell to adopt the Agenda for the meeting. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

12

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

MINUTES:

There being no additions or corrections, the Minutes of November 19, 1996 were approved as printed.

ACCOUNTS:

It was moved by Alderman Franklin, seconded by Alderman Sharpe to authorize approval of the Accounts as presented. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

OXFORD TOURISM
AUDIT REPORT:

Robyn Tannehill, Director of Oxford Tourism Council presented the Audit Report for period ended September 30, 1996.

TABULATION OF
BIDS FOR TRUCK
FOR WATER DEPT:

Pursuant to the Public Notice in The Oxford Eagle on October 25 and November 1, 1996, the following bids were received and opened at 2:00 p.m. for heavy duty 3/4 ton truck with service body:

Belk Ford-Mercury, Inc.	(Low Bid)	\$25,412.50
Chandler Motor Company		\$25,977.00

It was moved by Alderman Sharpe, seconded by Alderman Franklin to accept the low bid of Belk in the amount of \$25,412.50 and to amend the Budget Account 400-672-730 by \$412.50 and to decrease the Budget 400-672-555-supplies by \$412.50. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

MID-WINTER
FIRE CHIEF'S
CONFERENCE:

It was moved by Alderman Franklin, seconded by Alderman Jones to authorize Terry McDonald and Jerry Johnson to attend Mid-Winter Fire Chief's Conference in Meridian, January 16-18, 1997, with a registration fee of \$25.00 each. All the aldermen present voting aye, Mayor Leslie declared the motion carried

ALDERMAN BOUNDS ARRIVED AT THE MEETING AT THIS TIME.

Mayor Leslie introduced members of Boy Scout Troop 146, which is sponsored by the Exchange Club and who were in attendance at the meeting.

SALARIES OF
NARCOTICS OFFICERS:

Chief Bramlett discussed with the Board that when he presented the Budget of the Narcotics Unit effective for October 1, 1996, that salaries for the Narcotics Officers were proposed to be adjusted to be in line with similar positions in the Police Department. The money was allocated, but Chief failed to specifically mention the salary adjustments. Chief Bramlett, based upon the Narcotics Control Board is recommending that Scott Mills salary be increased from \$27,428.96 per year to \$28,835.45; Vick Estock from \$25,707.76 to \$27,437.79 per year and Joey East from \$23,859.68 to \$24,566.82 per year and that the rates be effective October 1, 1996. It was moved by Alderman Franklin, seconded by Alderman Bounds to accept the recommendation of the Chief and the Narcotics Control Board and grant the requested salaries. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

1996-97 TAX ROLL:

City Assessor, Debbie McLarty, presented the following totals for City of Oxford and Oxford School District per assessed valuation received from the County for 1996-97.

CITY OF OXFORD
1996 TAX ROLL TOTALS

	CITY	OMSSD
REAL	37,809,538	18,767,192
PERSONAL ROLL	7,885,249	5,673,070
PUBLIC UTILITIES	<u>3,143,639</u>	<u>972,670</u>
TOTAL	48,838,426	25,412,932

It was moved by Alderman Baker, seconded by Alderman Sharpe to accept the information as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Howell to authorize payment of the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

CAPITAL IMPROVEMENT FUND:

Each alderman was presented requests from Department Heads for Capital Improvements. It was decided that as there are not sufficient funds to fund all requests, that a Special Meeting just to discuss this matter was needed.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

CITY SHOP FOREMAN:

Job description for City Shop Foreman was discussed. It was decided to delete the number of years of experience required as a mechanic and just to require mechanical experience and also to request computer knowledge. It was moved by Alderman Magee, seconded by Alderman Baker to adopt the following job description for City Shop Foreman:

CITY SHOP FOREMAN

Valid MS Drivers License

Mechanical experience required

2 years management experience. Must be able to work with budgets, state purchasing laws and regulations. Computer experience helpful.

Be familiar with EPA regulations. (Emission controls, chemical & waste product disposal, underground tanks)

Be familiar with all makes and models of automobiles, trucks, heavy equipment and small engines.

Will be required to prepare specifications for new vehicles and equipment and to keep up with all city vehicles and repairs made to them.

All the aldermen voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Sharpe, seconded by Alderman Howell to authorize advertisement for employment of City Shop Foreman. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ALARMS MONITORED
BY POLICE DEPARTMENT:

There came on for discussion, the alarms that are monitored by the Oxford Police Department continued from the last meeting. Harry Sneed of J & L Alarms came before the Mayor and Board of Aldermen to request that the equipment currently in the department be allowed to remain and that the Police Department offer to monitor alarms for all agencies that offer alarm services in the area, and that if this is not a feasible request that a reasonable amount of time be given to the companies that currently have their alarms answered by the Police Department to remove the equipment. Chief Bramlett pointed out that the attorney for our self insured liability insurance has advised that the Police Department does not need to be in the alarm monitoring business and there could be a problem with insurance coverage. After much discussion, it was moved by Alderman Sharpe, seconded by Alderman Jones that we discontinue this activity of alarm monitoring on the part of the Police Department and give all vendors who have equipment at the Police Station a reasonable time to remove the equipment from the Police Department and secure a private monitoring service for the equipment. The vote was as follows:

Voting aye - Jones, Franklin, Howell,
Baker, Magee, Sharpe

Voting no - Bounds

Mayor Leslie declared the motion carried.

ALARMS MONITORED
CONTINUED:

It was moved by Alderman Sharpe, seconded by Alderman Magee to set the deadline of March 31, 1997 for removal of the equipment and if the vendors have an undue hardship with this date, they can petition the Board for more time. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Jones to consider an Executive Session to discuss Water and Sewer situation at the County Industrial Park. All the aldermen voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Howell, seconded by Alderman Jones to remain in Executive Session to discuss water and sewer needs of a potential client for the County Industrial Park. All the aldermen voting aye, Mayor Leslie declared the motion carried.

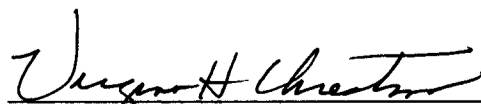
An announcement was made to the public that the board voted to remain in Executive session to discuss water and sewer services in the County Industrial Park.

REGULAR MEETING:

It was moved by Alderman Bounds, seconded by Alderman Franklin to go out of Executive Session. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.



Virginia H. Chrestman, City Clerk



John Leslie, Mayor

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT-MERIDIAN 57-8720

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

7:00 p.m. December 17, 1996

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, December 18, 1996 in the Court Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 H. C. Franklin - Alderman Ward II
 John Bounds - Alderman Ward III
 Ulysses Howell - Alderman Ward IV
 William Baker - Alderman Ward V
 David Magee - Alderman Ward VI
 Tom Sharpe - Alderman At-Large
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Steve Bramlett - Chief of Police
 Terry McDonald - Fire Chief
 Johnny Chinault - City Shop Employee
 Billy Lamb - Superintendent of
 Buildings & Grounds
 Shirley Michael - Superintendent of
 Solid Waste
 Johnny Earnest - Superintendent of
 Oxford Electric
 David Bennett - Public Works Director
 Ben Smith - Director of Planning &
 Development

AGENDA:

It was moved by Alderman Baker, seconded by Alderman Bounds to adopt the Agenda for the meeting. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

DEMENT—MERIDIAN 57-8720

MINUTES:

There being no additions or corrections, the Minutes of December 3, 1996 were approved as printed.

ACCOUNTS:

It was moved by Alderman Sharpe, seconded by Alderman Bounds to authorize payment of the Accounts as presented. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

RESIGNATION
CITY ELECTION
COMMISSION:

Mayor Leslie announced that Ray Poole has resigned from the City Election Commission and a replacement will be named at the next meeting.

TABULATION OF BIDS
FOR 1997 1/2 TON TRUCK:

Pursuant to the Public Notice in The Oxford Eagle on November 8 and 15, 1996, the following bids were received and opened at 2:00 p.m.:

Belk Ford-Mercury, Inc.	(LOW BID)	\$14,576.30
Chandler Motor Company		\$16,400.00

It was moved by Alderman Franklin, seconded by Alderman Bounds to accept the low bid of Belk in the amount of \$14,576.30. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

INTERNS AND RESERVE
FOR POLICE DEPARTMENT:

Upon the recommendation of Chief Bramlett, it was moved by Alderman Franklin, seconded by Alderman Howell to authorize Chadwick H. Reddit and Reginald A. Blanchard to serve as Interns for the next semester at the Police Department and to authorize Michael D. Vick to serve as a Reserve Police Officer. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

DEMENT—MERIDIAN 57-8720

**MISSISSIPPI**

STATE TAX COMMISSION

November 15, 1996

Ed Buelow, Jr., Chairman
and Commissioner of Revenue

Lisa W. Hall, CPA
Associate Commissioner

Russell E. Hawkins, CPA
Associate Commissioner

Property Tax Bureau
Ad Valorem Division
Post Office Box 960
Jackson, Mississippi 39205-0960
Telephone: 601-359-1076
Fax: 601-359-5519

Ms. Virginia Chrestman
City Clerk
City of Oxford
107 Courthouse Square
Oxford, MS 38655

Re: Ad Valorem Taxation Exemption - Whirlpool Corporation

Dear Ms. Chrestman:

In response to your application for ad valorem taxation exemption, except for state and school district taxes, we concur with the prior approval of the local authorities from which this exemption is sought. This exemption is for a period of Ten (10) years from and after December 31, 1995 with a total true value of \$10,020,970.

In accordance with the power and authority conferred upon the State Tax Commission by Section 27-31-101, et seq., Mississippi Code of 1972, as amended, the State Tax Commission hereby certifies that the above captioned property is eligible for ad valorem tax exemption and is in compliance with the provisions of the above statute.

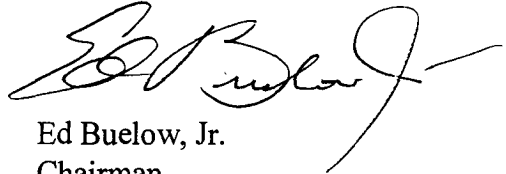
By issuing this certificate of approval, we are enclosing the original application of the above captioned corporation for further action by the board of supervisors, and/or the governing authorities of the municipality, to enter a final order on its minutes declaring that this property is exempted and the dates when such exemption commences and expires.

Virginia Chrestman
Page 2
November 15, 1996

Please submit to our office a copy of your final board resolution showing the total true value approved by the board.

With kindest personal regards, we are

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Ed Buelow, Jr.', with a long horizontal flourish extending to the right.

Ed Buelow, Jr.
Chairman

EB/ns

Enclosures

Copy to: Ralph Roy

/ci.whirl

FINAL RESOLUTION
GRANTING EXEMPTION FROM
AD VALOREM TAXES

The Board next took up for consideration the matter of granting tax exemption for ad valorem taxes for Whirlpool Corporation and the following Resolution, being first reduced to writing, was introduced.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF OXFORD, MISSISSIPPI, GRANTING
FINAL APPROVAL OF AD VALOREM TAX EXEMPTION TO
WHIRLPOOL CORPORATION, OXFORD, MISSISSIPPI.

WHEREAS, heretofore, Whirlpool Corporation authorized to do business and doing business in the City of Oxford, Mississippi, and authorized to do business and doing business in the City of Oxford, Mississippi, filed with the Mayor and Board of Aldermen of the City of Oxford, Mississippi, an application for ad valorem taxes, except State and Oxford Municipal Separate School District ad valorem taxes for a period of ten (10) years as authorized by Section 27-31-101, of the Mississippi Code of 1972, as amended, which said application was approved by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, subject to the approval of the State Tax Commission of the State of Mississippi; and

WHEREAS, on the 15th day of November, 1996, the State Tax Commission of the State of Mississippi approved said application; and

WHEREAS, a certified copy of the aforesaid State Tax Commission's approval has been received by the Mayor and Board of Aldermen of the City of Oxford, Mississippi and recorded in its minutes.

NOW, THEREFORE, in consideration of the premises, the Mayor and Board of Aldermen of the City of Oxford, Mississippi, does hereby finally approve said application for ad valorem tax exemption, except State and Oxford Municipal Separate School District ad valorem taxes for a period of ten (10) years from December 31, 1995, with a total true value of \$10,020,970.00.

The foregoing Resolution granting ad valorem tax exemption except State and Oxford Municipal Separate School District ad valorem taxes to Whirlpool Corporation as made on motion by Alderman Sharpe, seconded by Alderman Bounds, and unanimously adopted on this the 17th day of December, 1996.

ATTEST: CITY CLERK
/s/ Virginia H. Chrestman

/s/ John O. Leslie
JOHN O. LESLIE, MAYOR

AMEND BUDGET:

It was moved by Alderman Sharpe, seconded by Alderman Bounds to add \$10,298.12 to the Capital Improvement Account for the Fire Department from Beginning Cash and to authorize payment to Tupelo Fire Equipment for Breathing Air Masks authorized to be purchased August 6th, but did not get paid from budget for last fiscal year. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

LABORER FOR
BUILDING AND GROUNDS:

Upon the recommendation of Billy Lamb, it was moved by Alderman Baker, seconded by Alderman Bounds to authorize the employment of George L. Wells as Laborer for Building and Grounds Department at an hourly salary of \$6.89 with a six month probation period effective December 18, 1996. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Franklin, seconded by Alderman Bounds to authorize payment of the Electric Department Accounts as presented. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

TVPPA LINEMAN
APPRENTICESHIP
CORRESPONDENCE
PROGRAM:

Upon the request of Johnny Earnest, it was moved by Alderman Sharpe, seconded by Alderman Baker to authorize Benjie Hanks to enroll in TVPPA Lineman Apprenticeship Correspondence Program Unit I at a cost of \$380.00. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT OF
SERVICEMAN:

Upon the recommendation of Johnny Earnest, Superintendent of the Electric Department, it was moved by Alderman Franklin, seconded by Alderman Howell to authorize the employment of Brent Liles as Serviceman for the Electric Department at an hourly rate of \$8.30. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

INVOICE FOR REPAIR
OF LADDER TRUCK:

It was moved by Alderman Franklin, seconded by Alderman Baker to authorize payment to Fire Apparatus Specialist in the amount of \$8,774.80 for repair of the ladder truck from the Capital Improvement Fund. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS
FOR POLES AND FIXTURES:

Pursuant to the Notice for Bids for Poles and Fixtures opened at 2:00 p.m. on December 12th, the following bids were received:

BID OPENING FOR POLES AND FIXTURES OPENED THURSDAY, DEC 12, 1996, AT 2:00 P.M.

BIDDER	POLES	FIXTURES	TENON	TOTAL BID	NOTES
Diversified Electric P. O. Box 9019 No. Little Rock, AR	\$591.00/ea \$ 7092.00 Sherman Poles	\$464.00/ea \$ 11,136.00 Cooper Lighting	\$36.50/ea \$ 109.50 Sherman poles	\$ 18,337.50	Fiberglass poles
Diversified Electric-ALTERN 1 P O Box 9019 No. Little Rock, AR	\$ 498.00/ea \$5976.00 Cooper Lighting	\$ 464.00/ea \$ 11,136.00 Cooper Lighting	\$ 25.00 /ea \$ 75.00 Cooper Lighting	\$ 17,187.00	Steel Poles
Petty Electric 1005 N Lamar Oxford, MS	\$ 488.00/ea \$ 5856.00 Lighting Systems	\$ 511.00/ea \$ 12,264.00 Lighting Systems	\$ 0.00 Included In pole	\$ 18,120.00	Steel Poles
Stuart C. Irby 601 Crossover Rd Tupelo, MS	\$ No bid	\$ No bid	\$ No bid	\$ No bid	
Southern Electric 2651 W Oxford Loop Oxford, MS	\$415.21/ea \$ 4982.52 Lumark	\$418.47/ea \$ 10,043.28 Lumark	\$72.25/ea \$ 216.75 Lumark	\$ 15,242.55	
Tennessee Valley Electric 296 Adams Ave Memphis, TN	\$ 450.00/ea \$ 5400.00 LSI Lighting	\$ 470.00/ea \$ 11,280.00 LSI Lighting	\$ 0.00 included in pole	\$ 16,680.00	Steel poles
Tennessee Valley Electric 296 Adams Ave Memphis, TN	3 - \$ 345.00/ea 9 - \$ 315.00/ea \$ 3870.00 Spaulding Ltg.	\$ 324.00/ea \$ 7776.00 Spaulding Ltg.	\$ 0.00 Included in pole	\$11,646.00	Steel poles

It was moved by Alderman Bounds, seconded by Alderman Franklin to accept the bid of Tennessee Valley in the amount of \$11,646.00. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

DEMENT—MERIDIAN 57-8720

BIDS FOR
PADMOUNTED SWITCHGEAR:

Pursuant to the Notice for Bids for Padmounted Switchgear to be opened on December 17, 1996, the following bids were received:

CITY OF OXFORD, MISSISSIPPI
ELECTRIC DEPARTMENT

TABULATION OF BIDS RECEIVED ON 12/17/96
FOR
PADMOUNTED SWITCHGEAR

BID ITEM NO. 1 - TYPE 9

BIDDER	MANUFACTURER CATALOG NO.	DELIVERY DATE	TOTAL BID PRICE
Tennessee Valley Electric Supply	Cooper Power KPMT932	10-12 wks	19,788.00
Diversified Electric Supply	ABB	14-16 wks	18,088.00
Kaybar	Cooper Power KPMT932	10-12 wks	21,392.00

BID ITEM NO. 2 - TYPE 11

BIDDER	MANUFACTURER CATALOG NO.	DELIVERY DATE	TOTAL BID PRICE
Tennessee Valley Electric Supply	Cooper Power KPMT1132	10-12 wks	17,776.00
Diversified Electric Supply	ABB	14-16 wks	19,320.00
Kaybar	Cooper Power KPMT1132	10-12 wks	19,220.00

I hereby certify that this is a true and correct tabulation of the bids received by the City of Oxford for the above switchgear on December 17, 1996.


Ernest B. Deas, P.E.

 DEAS ENGINEERING
STARKVILLE, MISSISSIPPI

** ABB switchgear does not meet specification

BIDS CONTINUED:

It was moved by Alderman Sharpe, seconded by Alderman Franklin to reject the low bid as it does not meet specifications and to award the bid to Tennessee Valley Electric Company, which is the next bid that meets specifications. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

CITY SHOP FOREMAN:

Alderman Sharpe brought up for discussion the procedure to be used for employing City Shop Foreman. Deadline for applications is December 18th at 5:00 p.m. It was decided that interviews would be set up for applicants on January 3rd beginning at 1:00 p.m.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

7:00 p.m.

January 7, 1997

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, January 7, 1997 in the Courtroom of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Steve Bramlett - Chief of Police

Jerry Johnson - Assistant Fire Chief

Billy Lamb - Superintendent of Building
& Grounds

Ben Smith- Director of Planning &
Development

Johnny Chinault - City Shop Employee

Shirley Michael - Superintendent of Solid
Waste

Debbie McLarty - Tax Assessor

Johnny Earnest - Superintendent of
Oxford Electric

David Bennett - Director of Public Works

AGENDA:

It was moved by Alderman Bounds, seconded by Alderman Howell to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of December 17, 1996 were approved as printed.

ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Jones to authorize approval of the Accounts as presented for payment. All the aldermen voting aye, Mayor Leslie declared the motion carried.

APPOINTMENT TO
ELECTION COMMISSION:

There came on for consideration the appointment to the City Election Commission to fill the unexpired term of Ray Poole. This matter was continued for two weeks.

TREE ORDINANCE
COMMITTEE:

David Magee, Chairman of the Tree Ordinance Committee reported that the committee has met and initially decided to take the Tree Ordinance and split into two parts - A Tree Ordinance dealing with trees in Public places and creating a Landscape Ordinance. The first part is the proposed Tree Ordinance. Copies are being passed out to the Board and the Public tonight. A Public Hearing will be held at a recess meeting to be decided tonight. It was moved by

TREE ORDINANCE
COMMITTEE CONT'D:

Sharpe, seconded by Magee to set the Public Hearing for 5:00 p.m. on January 21, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried

REPAIR WRECKED
POLICE CAR:

Chief Bramlett discussed damage to a Police Car. The car was wrecked on December 19th in the Ice Storm. Three estimates were obtained to repair the car. This was one of the newer cars in the fleet. The lowest estimate is \$3,568.60 from Belk Ford. Chandler Motor Co., \$3,902.75 - Southland Body Shop, \$4,054.01. It was moved by Alderman Bounds, seconded by Alderman Franklin to authorize the repair of the car by Belk Ford for \$3,568.60 to be paid from the City Shop Budget. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT OF
CITY SHOP FOREMAN:

Alderman Jones reported that we had 11 applicants for the job. All 11 of them were interviewed by the Board of Aldermen. It was moved by Alderman Jones, seconded by Alderman Baker to employ James E. Ragon as City Shop Foreman at an annual salary of \$30,000.00 and that he start to work as soon as possible. All the aldermen voting aye, Mayor Leslie declared the motion carried.

AUTHORIZE ADVERTISEMENT
FOR PHASE II JACKSON AVENUE:

It was moved by Alderman Baker, seconded by Alderman Bounds to authorize advertisement for bids for Phase II of Jackson Avenue and to advise that we have an allowance of \$5,000.00 in the project for trees to be replaced. The vote was as follows:

Voting aye - Jones, Franklin, Bounds,
Howell, Baker, Sharpe

Voting no - Magee

Mayor Leslie declared the motion carried.

FINAL PLAT APPROVAL
SUMMERSET SUBDIVISION:

David Bennett advised the Board that the Water and Sewer in the proposed Summerset Subdivision is completed and has been tested by the City. Mr. Westbrook has posted a Letter of Credit for the completion of the construction of curb, gutter and small amount of storm drain left to be completed and he is recommending that the Board accept the final plat for Summerset Subdivision.

Discussion was held about the dead-end street in the Subdivision. There is concern that this street might be extended through to Molly Barr. Mr. Westbrook agreed to give a deed to the City for 45' x 60' at the end of the street. It was moved by Alderman Magee, seconded by Alderman Baker to accept the Final Plat for Summerset Subdivision contingent

SUMMERSET SUBDIVISION
CONTINUED:

on Mr. Westbrook bringing a deed to the City for the 45' x 60' strip at the end of Summerset Drive. All the aldermen voting aye, Mayor Leslie declared the motion carried.

OPERATOR
SHORT COURSE:

It was moved by Alderman Howell, seconded by Alderman Franklin to authorize an Operator for the Wastewater Treatment Plant to attend Short Course In Jackson, February 3-7, with a registration fee of \$75.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MMA MID-WINTER
CONFERENCE
JACKSON, JANUARY 21-23:

It was moved by Alderman Bounds, seconded by Alderman Jones to authorize payment of registration fee for Municipal Officials who can go to attend the MMA Mid-Winter Conference in Jackson, January 21-23, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MUNICIPAL COMPLIANCE
QUESTIONNAIRE:

It was moved by Alderman Baker, seconded by Alderman Franklin to authorize the Mayor and Clerk to execute certification to Municipal Compliance Questionnaire for period ended September 30, 1996. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC
DEPARTMENT ACCOUNTS:

It was moved by Alderman Franklin, seconded by Alderman Jones to authorize payment of the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT
ELECTRIC DEPARTMENT:

Upon the request of Johnny Earnest, Superintendent of the Electric Department, it was moved by Alderman Bounds, seconded by Alderman Jones to authorize the employment of John Parker at the rate of \$8.30 per hour contingent on him moving to Lafayette County within the 6-month probation period. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PURCHASE NEIGHBORHOOD
WATCH AND DARE MATERIALS
FOR 1997:

Upon the request of Chief Bramlett, and Officer Moore of the DARE Program, it was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize purchase of DARE Materials Neighborhood Watch materials and a Cellular Phone and monthly service as outlined for 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.

STALE EVIDENCE:

Chief Bramlett discussed with the Board the need to clear the evidence vault at the Police Department. He presented a list of weapons on hand. Most of them are "Saturday Night Specials". He requested that they be allowed to separate the good from the bad and offer the name brand guns for sealed bid to Federal Fire Arms License holders only. City Attorney Perry advised that there are statutes on how to dispose of guns. It was moved by Alderman Baker, seconded by Alderman Franklin to authorize Chief Bramlett to proceed within the limits of the law and to keep the Board posted as to the developments. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TACTICAL OFFICER
SCHOOL - MIKE MARTIN:

Upon the request of Chief Bramlett, it was moved by Alderman Bounds, seconded by Alderman Franklin to authorize Mike Martin to attend Tactical Officers Supervisors School, February 24-26, 1997 with a registration fee of \$242.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

CITY ATTORNEY
ED PERRY:

City Attorney Ed Perry addressed the Board and expressed his concern about an article in The Oxford Eagle concerning the sale of surplus vehicles.

REMOVAL OF MAGNOLIA TREE
IN FRONT OF CITY HALL:

Alderman Sharpe added this item to the Agenda to discuss the removal of the Magnolia tree in front of City Hall. Mayor Leslie explained how when he was elected in 1973, a swap was arranged for the old City Hall and this building and how the trees came about being planted. He further advised that the tree was cut to make room for the Faulkner Statue to be erected for William Faulkner's 100th birthday. Jimmy Faulkner was present to go on record that the Faulkner Family does not condone cutting the tree for the statue. Other citizens in the audience were given an opportunity to speak. It was moved by Alderman Sharpe, seconded by Alderman Baker that it be the policy of this Board that until we pass a Tree Ordinance, that no employee of the City, no agent of the City cut down or remove any tree on City Property unless it presents a clear and present hazard to public safety. All the aldermen voting aye, Mayor Leslie declared the motion carried.

JAIL FEES:

Chief Bramlett advised that he was contacted by Sheriff East and it was his Boards intention for some of the members of the Board of Supervisors, the Sheriff, County Attorney, City Attorney, Chief Bramlett and some of our Board Members to meet to work out a local agreement concerning the Lafayette County Jail. Alderman Jones and Alderman Baker were appointed from the City Board to work on this committee with Chief Bramlett and the City Attorney.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

PAYMENT OF INVOICES
FOR WATER IMPROVEMENTS:

Upon the request of David Bennett, it was moved by Alderman Baker, seconded by Alderman Jones to authorize payment to Denotee Martin in the amount of \$50,787.90 and to Waco in the amount of \$99,232.61 for work on the Water System improvement. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RECESS:

It was moved by Alderman Franklin, seconded by Alderman Jones to Recess to meet at 5:00 p.m. on January 21, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.

AUSTIN RUSSELL:

At the very end of the meeting Austin Russell came up to ask about garbage fees and taxes. No action was taken.



Virginia H. Chrestman, City Clerk



John Leslie, Mayor

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

RECESS MEETING

JANUARY 21, 1997

5:00 p.m.

CALL TO ORDER:

Pursuant to that order of January 7, 1997, the Mayor and Board of Aldermen did meet on Tuesday, January 21, 1997 at 5:00 p.m. in the Courtroom in City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 Devon Jones - Alderman Ward I
 H. C. Franklin - Alderman Ward II
 John Bounds - Alderman Ward III
 Ulysses Howell - Alderman Ward IV
 William Baker - Alderman Ward V
 David Magee - Alderman Ward VI
 Tom Sharpe - Alderman At-Large
 Virginia H. Chrestman - City Clerk
 Steve Bramlett - Chief of Police
 Billy Lamb - Superintendent of Building
 & Grounds
 Ben Smith - Director of Planning &
 Development
 Johnny Earnest - Superintendent of
 Oxford Electric

AGENDA:

Mayor Leslie announced the Agenda for the meeting:

Proposed Tree Ordinance
 Scott Caradie to make a statement

It was moved by Alderman Bounds, seconded by Alderman Sharpe to approve the Agenda for the meeting.

All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

TREE ORDINANCE:

Copies of the proposed Tree Ordinance were distributed at the last meeting. This proposed ordinance deals with trees in public places. Tonight is the time for the public to discuss the proposed ordinance. Seth Dabney of the Tree Board made some comments about the proposed ordinance. Eva Neumier, Dave Dutton and Larry Butts also made comments.

It was moved by Alderman Sharpe, seconded by Alderman Baker to take the input from this hearing back to the Tree Committee and then come back with the ordinance ready for adoption. All the aldermen voting aye, Mayor Leslie declared the motion carried.

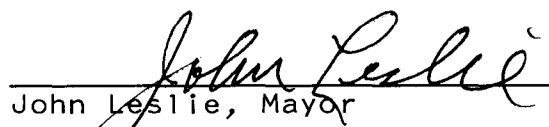
SCOTT CARADINE:

Scott Caradine, co-owner of Proud Larry's and Lyric Hall came before the Mayor and Board to make the following statement. "Due to the cases pending with the Lyric Hall incident, I have been instructed not to say anything about what happened or to issue any statements, but I did find it important to come to you all and give an apology for what happened. We did not intend for any wrong doings to occur. We do not intend for anything like that to happen again and I just wanted to come and give you guys an apology for what went on and that it was not our intent and that is the only statement I have to make and I appreciate your time".

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

7:00 p.m.

January 21, 1997

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, January 21, 1997 in the Courtroom of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Billy Lamb - Superintendent of Building
& Grounds

Terry McDonald - Fire Chief

Allen Jones - Director of Parks &
Recreation

Steve Bramlett - Chief of Police

Johnny Earnest - Superintendent of
Oxford Electric

Ben Smith - Director of Planning &
Development

James Ragon - City Shop Foreman

Shirley Michael - Superintendent of
Solid Waste

David Bennett - Director of Public Works

AGENDA:

It was moved by Alderman Baker, seconded by Alderman Howell to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of January 7, 1997 were approved as printed.

ACCOUNTS:

It was moved by Alderman Howell, seconded by Alderman Bounds to authorize approval of the Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

LEGISLATIVE WEEKEND:

Louise Avent, President of the Chamber of Commerce came before the Mayor and Board of Aldermen to request \$5,000.00 for Legislative Weekend, April 25-27, to be held in Oxford. It was moved by Alderman Bounds, seconded by Alderman Franklin to authorize \$5,000.00 from the 2% Food and Beverage Tax to fund this weekend. All the aldermen voting aye, Mayor Leslie declared the motion carried.

DOUBLE DECKER ARTS FESTIVAL, APRIL 26, 1997:

Robyn Tannehill, Director of Oxford Tourism came before the Mayor and Board of Aldermen to request funds for the second Double Decker Arts Festival to be held April 26, 1997 on the Square of Oxford. \$21,325.00 has been raised by Tourism and the estimated budget is \$40,000.00. Tourism will continue to seek donations, but at this time the request is for \$18,675.00. It was

DOUBLE DECKER
CONTINUED:

moved by Alderman Franklin, seconded by Alderman Bounds to authorize the \$18,657.00 from 2% Food and Beverage Funds. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ROOF AT
ACTIVITY CENTER:

Allen Jones, Director of Oxford Park Commission, came before the Mayor and Board of Aldermen to discuss the need of a roof at the activity center building at the corner of Price and Molly Barr. The roof is 20 years old and we have had leaks for several years which we have tried to repair. The Board of Commissioners of the Park Commission obtained bids for fixing the roof. The cost is \$38,000.00. The Lafayette County Board of Supervisors gave the Park Commission \$20,000.00 for Capital Improvements, which we had hoped would be sufficient to repair the roof. Mr. Jones requested the other \$18,000.00 to repair the roof. 200-300 kids per day go through that building and we bring in persons for tournaments. We are afraid that if the roof is leaking someone might slip and fall. After hearing Mr. Jones presentation, it was moved by Alderman Sharpe, seconded by Alderman Howell to authorize the expenditure from the 2% Food and Beverage Funds. The vote was as follows:

Voting aye - Sharpe, Howell, Bounds,
Franklin

Voting no - Baker, Jones, Magee

Motion carried.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

JIMMY FAULKNER
TO DISCUSS STATUE:

Jimmy Faulkner came before the Mayor and Board of Aldermen to speak from the Faulkner Family. He read a letter from Jill Faulkner Summers and gave each board member a copy.

Dear Jimmy,

No Oxford official or anyone else approached me, asked my permission or in any way consulted me about a statue of my father (William Faulkner). I had heard a few rumors and Joe Blotner mentioned having heard something, but it was when you and I talked Thursday that I knew it was really true.

I am horrified about the magnolia tree as well as about the statue. I'm glad our family agrees that we don't want it.

Please go to the Mayor, the Board of Aldermen and anybody else necessary and tell them that I do not want a statue of my father made and put on public display --on the square or any other place.

Please convince them to honor his often repeated wish for privacy, and our wish for privacy, also.

Use this letter to confirm my wishes, and make copies for the Mayor and members of the Board if you need to. Also, the editor of the Eagle, if it seems advisable.

Thanks for all your help and support.

Thursday, January 16 1997



Jimmy Faulkner respectfully requested that the project be cancelled of constructing and erecting a statue of their kinsman (William Faulkner) and asked when they would have an answer to their request.

JIMMY FAULKNER CONTINUED:

Mayor Leslie responded by stating that Mississippi has no such law like Tennessee and some of the others that require permission. Mr. Faulkner belongs to the ages. On the same night that Dr. McLarty went to the Arts Council, he called Joe Blotner to convey to Jill our intentions—not her permission—but he hoped for her blessings and to wish us well. At that time Joe Blotner was asked to take part in the celebration, but he is obligated in France that day. The night that Dr. McLarty met with the Arts Council, he stated that he called you, Jimmy, and thought that we had your support. Also Mr. and Mrs. Larry Wells were advised and were supportive all the way through. The city board approved the site and donated \$25,000.00. We have a contract with William Beckwith and one-third of the money has been paid and soon we will owe two-thirds of the money. The Library on the campus and the local Library has a bust of Mr. Faulkner. He belongs to the ages and it is not necessary that we have family permission. The location, per the Mayor, is almost perfect and in this sort of community nothing is going to be unanimous. The location is fenced, the shrubs can be kept low enough for photographing and Mr. Faulkner came in this building as much as any other in the city to get his mail. Mayor Leslie explained plans for the dedication day. To date \$48,200.00 has been raised. The statue will cost \$50,000.00 and \$5,000.00 for the dedication day. At this point we are under contract with Mr. Beckwith and I believe he is going to be paid.

DEMENT—MERIDIAN 57-8720

JIMMY FAULKNER CONTINUED:

Tom Rankin and Laura Antonow spoke from the audience and as members of the Arts Council. The Arts Council wanted to be kept abreast of the project at all phases and we have not been and we also, at the first, wanted to know that the family was in agreement and now we learn that no one has asked the family. I believe it is wrong to celebrate if we do not have the blessing of the family. The Arts Council supports public art and this seemed like a good opportunity to present public art in Oxford, but the process and the distaste of this project from the Faulkner Family leads us to believe that we should reconsider. It was moved by Alderman Sharpe, seconded by Alderman Jones that the Mayor and three members of the board, to be appointed by the Mayor, along with Mr. Beckwith and members of the Faulkner Family sit down together to see if there is an accommodation we can come to that is in the best interest of the Faulkner Family and the community concerning the statue. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESIGNATION
GEORGIA BRYANT
ELECTION COMMISSIONER:

It was moved by Alderman Baker, seconded by Alderman Franklin to accept Georgia Bryant's resignation from the Election Commission with regret. All the aldermen voting aye, Mayor Leslie declared the motion carried.

APPOINTMENT TO
ELECTION COMMISSION:

There came on for consideration appointment to City Election Commission. There are two vacancies to fill - Ray Poole and Georgia Bryant.

Alderman Howell nominated Barbara Carr.

Alderman Baker nominated Pat Lamar.

Alderman Jones nominated Katherine Dailey

The vote was as follows:

Jones voted	Dailey - Lamar
Franklin voted	Dailey - Carr
Bounds voted	Dailey - Lamar
Howell voted	Dailey - Carr
Baker voted	Lamar - Carr
Magee voted	Dailey - Lamar
Sharpe voted	Carr - Lamar

The vote was 5 Dailey
5 Lamar
4 Carr

Dailey and Lamar were appointed to the City Election Commission.

ORRWOOD SUBDIVISION
PRELIMINARY AND
FINAL PLAT:

Upon the recommendation of David Bennett and the Planning Commission, it was moved by Alderman Baker, seconded by Alderman Bounds to accept the preliminary and final subdivision plat for Orrwood Subdivision located east of Cullen Road. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESIGNATION OF
AMERY "BUBBA" WILLIARD, JR.
FROM FIRE DEPARTMENT:

It was moved by Alderman Baker, seconded by Alderman Franklin to accept the resignation of Amery "Bubba" Williard, Jr., from the Fire Department effective January 24, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT-MERIDIAN 57-8720

ADVERTISEMENT FOR
EMPLOYMENT
FIRE FIGHTER:

It was moved by Alderman Howell, seconded by Alderman Franklin to authorize advertisement for employment if a Fire Fighter. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR
BIDS FOR COMPUTER
EQUIPMENT FOR
NARCOTICS UNIT:

Upon the request of Chief Bramlett, it was moved by Alderman Franklin, seconded by Alderman Baker to authorize advertisement for bids for Computer Equipment for the Narcotics Unit. All the aldermen voting aye, Mayor Leslie declared the motion carried.

CRIME SCENE
EVIDENCE CLASS:

Upon the recommendation of Chief Bramlett, it was moved by Alderman Baker, seconded by Alderman Franklin to authorize Dewey Wells to attend Crime Scene Evidence Collection Class at the Police Academy, April 22-24, 1997 at a cost of \$135.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TACTICAL RIFLE
MARKSMANSHIP COURSE:

Upon the request of Chief Bramlett, it was moved by Alderman Franklin, seconded by Alderman Bounds to authorize officers Zampella and Mills to attend a Tactical Rifle Marksmanship Course at Waynesboro, MS with a registration fee of \$250.00 each. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

PURCHASE OF
SURVEILLANCE EQUIPMENT:

Upon the request of Chief Bramlett, it was moved by Alderman Franklin, seconded by Alderman Baker to authorize the purchase of surveillance equipment from the lowest quote of Tactical Technology, Inc., in the amount of \$2,660.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Jones, seconded by Alderman Sharpe to authorize approval of the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

QUOTES FOR LANDSCAPING
AT NORTH OXFORD SUBSTATION:

Johnny Earnest presented two quotes received for landscaping at the North Oxford Substation. It was moved by Alderman Baker, seconded by Alderman Howell to accept the low quote of Paul James in the amount of \$1,446.30. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS FOR
PADMOUNTED TRANSFORMER:

Pursuant to the Public Notice in The Oxford Eagle on December 12 and 19, 1997, the following bids were received:

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

BIDS CONTINUED:TABULATION OF BIDS FOR 150 KVA PADMOUNTED TRANSFORMERS
OPENED TUESDAY, JANUARY 21, 1997:

BIDDER	UNIT PRICE	TOTAL PRICE	DELIVERY
HOWARD INDUSTRIES	\$3214.00	\$6428.00	12-14 WKS HOWARD IND
STOVER SMITH ELECTRIC	\$4117.78	\$8235.56	10 WKS GENERAL ELEC
ELECTRIC SUPPLIERS CO	\$4184.00	\$8368.00	18 WKS COOPER POWER
TVESCO	\$4150.00	\$8300.00	18 WKS COOPER POWER
DIVERSIFIED ELECTRIC (1)	\$3297.00	\$6594.00	8-10 WKS ABB
DIVERSIFIED ELECTRIC (2)	\$3470.00	\$6940.00	8-10 WKS ABB

It was moved by Alderman Sharpe, seconded by Alderman Jones to accept the low bid of Howard Industries in the amount of \$6,428.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESIGNATION
DAWN MALONE, CASHIER
ELECTRIC DEPARTMENT:

It was moved by Alderman Baker, seconded by Alderman Franklin to accept the resignation of Dawn Malone, Cashier, in the Electric Department effective January 17, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR EMPLOYMENT
CASHIER, ELECTRIC DEPARTMENT:

It was moved by Alderman Franklin, seconded by Alderman Jones to authorize advertisement for employment of a Cashier for the Electric Department to fill the vacancy. All the aldermen voting aye, Mayor Leslie declared the motion carried.

WELCOME BANNERS:

Johnny Earnest, Superintendent of the Electric Department presented quotes obtained to replace the Welcome to Oxford banners for the Square area. The banners currently being used are badly faded. Quotes were received from Tel-M-Off for \$1,984.00 and Bonds Advertising for 24 would be \$1,646.00. It was moved by Alderman Baker, seconded by Alderman Franklin to authorize the purchase of 24 banners from Bonds to be paid from the 2% Food and Beverage Funds. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

FAULKNER CONFERENCE:

Gerald walton came before the Mayor and Board of Aldermen to request funding for the posters for the upcoming Faulkner Conference. It was moved by Alderman Baker, seconded by Alderman Magee to authorize funding in the amount of \$20,000.00 from the 2% Food and Beverage Funds. All the aldermen voting aye, Mayor Leslie declared the motion carried.

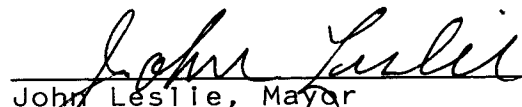
INVOICE PITT-DES
MOINES, INC.:

Upon the recommendation of David Bennett it was moved by Alderman Baker, seconded by Alderman Franklin to authorize payment to Pitt-Des Moines, Inc. for work on Water Tank construction project in the amount of \$20,304.99 from 1996 Water Project Fund. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn the Meeting Sine-Die.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

7:00 p.m.

February 4, 1997

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, February 4, 1997 in the Courtroom of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

William Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Steve Bramlett - Chief of Police

Terry McDonald - Fire Chief

Billy Lamb - Superintendent of Building
& Grounds

Debbie McLarty - Tax Assessor

James Ragon - City Shop Foreman

Johnny Earnest - Superintendent of
Oxford Electric Dept.

Ben Smith - Director of Planning &
Development

David Bennett - Director of Public Works

AGENDA:

It was moved by Alderman Baker, seconded by Alderman Bounds to adopt the Agenda for the meeting. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of the Recess Meeting January 21, and the Regular Meeting January 21, 1997 were approved as printed.

ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize approval for payment the Accounts as presented. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

OXFORD-LAFAYETTE
HISTORIC HOMES:

Nita Lovelady, President of the Oxford-Lafayette Historic Homes, Inc., came before the Mayor and Board of Aldermen to seek funds for the operation and upkeep of Cedar Oaks. It was moved by Alderman Bounds, seconded by Alderman Jones to authorize \$10,000.00 for Cedar Oaks from the 2% Food and Beverage Fund as requested. All the aldermen present voting aye, Mayor Leslie declare the motion carried.

FENCE ON CITY
RIGHT-OF-WAY
WASHINGTON AVENUE:

William Lamb of Washington Avenue came before the Mayor and Board of Aldermen to request permission to put a 2 1/2 foot picket fence on City right-of-way bordering their front yard. Mr. Lamb stated that he had checked with the neighbors and received no opposition to his request. It was moved by Alderman Baker, seconded by Alderman Bounds to grant the request. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

CITY ELECTION
COMMISSION:

A letter was received from Patricia Chadwick Lamar stating that she could not serve on the City Election Commission as she now serves as Chairman of the Republican Executive Committee of Lafayette County and court cases have ruled that the Election Commission should be non-partisan.

It was moved by Alderman Sharpe, seconded by Alderman Franklin to authorize the appointment of Barbara Carr, 721 Martin Luther King Drive to serve on the City Election Commission. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

OXFORD WIRE AND CABLE:

John Kola, Operational Officer of Oxford Wire and Cable came before the Mayor and Board of Aldermen to announce a proposed expansion of Oxford Wire and Cable to increase the size of the building by 19,500 square feet and to create an additional 40-50 jobs.

City Attorney Ed Perry advised that the original tax exemption for Oxford Wire and Cable from Ad Valorem taxes is incorrect and also the addition made in 1988 is also in error in that we have not allowed 10 year exemption. Mr. Perry has prepared resolutions to correct this matter.

Re: Correction of Tax Exemption for Oxford Wire and Cable Services, Inc.

Alderman Sharpe moved the adoption of the following:

RESOLUTION

WHEREAS, on April 7, 1987, as authorized by § 27-31-101, et. seq., Mississippi Code 1972, Annotated, recompiled, and amendments thereto, the Mayor and Board of Alderman of the City of Oxford, Mississippi entered its final Order granting Oxford Wire and Cable Services, Inc., as requested in its filed application, a ten (10) year exemption from ad valorem taxes, except state and school district ad valorem taxation, for its factory and enterprise which was completed on February 24, 1986, (See Minute Book 35 page 416); and

WHEREAS, under the provisions of said § 27-31-101, et. seq., Mississippi Code 1972 Annotated, recompiled, and amendments thereto, the ten (10) year exemption began on February 24, 1986, the date of completion of the factory and enterprise, and ended on February 24, 1996; and

WHEREAS, an error was made in said Order which showed the exemption to begin on January 1, 1986 instead of February 24, 1986, and ending on December 31, 1995 instead of February 24, 1996, which had the effect of a nine (9) year exemption instead of the (10) year intended exemption, and this error should be corrected, and the full ten (10) year exemption granted as intended.

NOW THEREFORE, BE IT RESOLVED:

1. That the error in said Order granting, Oxford Wire and Cable Services, Inc., a ten (10) year exemption from ad valorem taxes, except state and school district ad valorem taxation, be and it is hereby corrected to show the exemption to begin on February 24, 1986, and to end on February 24, 1996.

2. That one copy of this resolution be filed with the Chancery Clerk, one copy filed with the State Auditor of Public Accounts, and one copy with the State Tax Commission.

Alderman Franklin seconded the Motion to Adopt the foregoing Resolution and it was unanimously approved and adopted this, the 4th day of February, 1997.


MAYOR

Re: Correction of Tax Exemption for Oxford Wire and Cable Services, Inc.

Alderman Sharpe moved the adoption of the following:

RESOLUTION

WHEREAS, on March 7, 1989, as authorized by § 27-31-101, et. seq., Mississippi Code 1972, Annotated, recompiled, and amendments thereto, the Mayor and Board of Alderman of the City of Oxford, Mississippi entered its final Order granting Oxford Wire and Cable Services, Inc., as requested in its filed application, a ten (10) year exemption from ad valorem taxes, except state and school district ad valorem taxation, for its addition and expansion to its factory and enterprise which was completed on March 15, 1988, (*See Minute Book 37 page 10*); and

WHEREAS, under the provisions of said § 27-31-101, et. seq., Mississippi Code 1972 Annotated, recompiled, and amendments thereto, the ten (10) year exemption began on March 15, 1988, the date of completion of the addition and expansion of its factory and enterprise, and ended on March 15, 1998; and

WHEREAS, an error was made in said Order which showed the exemption to begin on January 1, 1988 instead of March 15, 1988, and ending on December 31, 1997 instead of March 15, 1998, which had the effect of a nine (9) year exemption instead of the (10) year intended exemption, and this error should be corrected, and the full ten (10) year exemption granted as intended.

NOW THEREFORE, BE IT RESOLVED:

1. That the error in said Order granting, Oxford Wire and Cable Services, Inc., a ten (10) year exemption from ad valorem taxes, except state and school district ad valorem taxation, be and it is hereby corrected to show the exemption to begin on March 15, 1988, and to end on March 15, 1998.
2. That one copy of this resolution be filed with the Chancery Clerk, one copy filed with the State Auditor of Public Accounts, and one copy with the State Tax Commission.

Alderman Franklin seconded the Motion to Adopt the foregoing Resolution and it was unanimously approved and adopted this, the 4th day of February, 1997.


MAYOR

ORDINANCE 1997-1:

It was moved by Alderman Magee, seconded by Alderman Baker to adopt Ordinance 1997-1, "AN ORDINANCE PERTAINING TO THE PLANTING, REMOVAL AND/OR PRUNING OF TREES ON MUNICIPAL AND PRIVATE PROPERTY; REQUIRING PERMITS RELATED THERETO; ESTABLISHMENT OF A TREE BOARD AND PRESCRIBING ITS FUNCTIONS AND DUTIES; AND PRESCRIBING PENALTIES FOR VIOLATION THEREOF AND FOR RELATED PURPOSES". Said Ordinance is recorded in Ordinance Book 5 at pages 364-374. All the aldermen present voting aye, Mayor Leslie declared the motion carried and the ordinance adopted.

UNIVERSITY
FIRE CONTRACT:

Alderman John Bounds announced that the committee working with the University on the Fire Contract have worked out a Contract. The Chancellor has signed it. It was moved by Alderman Bounds, seconded by Alderman Baker to accept the Fire Contract and to authorize the Mayor to execute the Contract on behalf of the City. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

OXFORD-UNIVERSITY FIRE PROTECTION CONTRACT

This Agreement is made and entered into by and between the City of Oxford, Mississippi (the "City"), and The University of Mississippi (the "University").

FOR AND IN CONSIDERATION of the following terms and conditions, the sufficiency of which is acknowledged by both parties, the City and the University agree as follows:

1. Term

The term of this Agreement shall be for three fiscal years commencing on July 1, 1997 and ending on June 30, 2000.

2. Payment

The University shall pay an annual fire protection fee in two semi-annual installments with the first installment due on July 1 of each fiscal year and the second installment due on January 1 of each year. The annual fire protection fee shall be the following:

Year 1	\$185,000.00
Year 2	\$185,000.00
Year 3	\$185,000.00

Before the conclusion of the third year of this contract, the City and the University shall, in good faith, re-negotiate the annual fire protection fee. The City and the University shall consider any changes in the following factors in determining a reasonable and appropriate fire protection fee: cost of living, salary increases for city employees, new mandates from the Mississippi State Rating Bureau concerning additional requirements in connection with protection of the University, and consumer price index.

3. Equipment Obligation

Under a previous contract (dated July 17, 1986 and as amended), the University has provided to the City the following fire protection equipment:

- (1) 1973 International, 1-ton 4WD crash truck with equipment;
- (1) 1974 1000 GPM Pumper with equipment; and
- (1) 1990 1000 GPM Pumper with equipment.

Under the terms of the previous contract, the University has an option to repurchase this equipment from the City for the price of \$1.00 each. As part of the consideration provided by the University under the terms of this new Agreement, the University will not exercise its repurchase option on this equipment and will allow the City continued use of this equipment for fire protection purposes. The City will bear all responsibility for maintaining, repairing and operating this equipment.

In the event of cancellation of this Agreement, the City shall sell back to the University equipment of equal quality and quantity for the purchase price of \$1.00 each. In the event the City removes from service any equipment furnished by the University pursuant to this contract or any previous contract, the City shall return the same equipment to the University for the purchase price of \$1.00 each.

The City and the University agree that the 1973 International 1-ton 4WD crash truck needs refurbishing or replacement. The University will use its best efforts to obtain available funding from other sources to purchase a replacement truck with equipment. Alternatively, the University will pay for the reasonable expenses associated with refurbishing the existing vehicle and equipment.

4. Training

The City agrees to continue implementation of its Pre-fire Planning Program. Under this Program, all firemen will fully inspect each building located at the University every three years. The City will develop a rotation program to accomplish these inspections.

With regard to any new construction and/or renovation at the University, the University will notify the City of the need to update the Pre-fire Planning Program. Upon receipt of this notice from

the University, the City will update its Program as soon as possible.

The University will bear the expense of obtaining certification for its volunteer firemen. The City will notify the University of training in which the City participates and allow the volunteer firemen from the University to participate in this training when reasonably possible.

5. Inspections

The University agrees to develop and staff, at the University's expense and in cooperation with the City, a comprehensive safety inspection and education program involving physical plant, student housing, campus police and associated student government (including inspection, fire drills, etc.). Among other things, the University will have available an on-call person to check for and repair trouble in alarm systems. This person will also be available after hours, on weekends and on holidays.

The University will install individual key security boxes at each newly constructed building. The University and the City will cooperate in installing security boxes at other buildings as deemed necessary and appropriate by the University and the City.

6. Protection

The City agrees to furnish fire protection to the University to the same extent that it now furnishes fire protection within the corporate limits of the City of Oxford, Mississippi. The City agrees to furnish a truck and crew to stand by at all special functions at the University that involve any fire hazard materials (e.g., bonfires, fireworks displays, etc.). The City will continue to provide service to the airport with a four-wheel drive vehicle, in accordance with the recommendations of the Federal Aviation Administration.

Dated: 2-4-97

John O. Leslie
John O. Leslie, Mayor
City of Oxford, Mississippi

Robert C. Khayat
Robert C. Khayat, Chancellor
The University of Mississippi

DARE PROGRAM MATERIALS:

Upon the request of Chief Bramlett, it was moved by Alderman Franklin, seconded by Alderman Bounds to authorize the purchase of up to \$2,500.00 of Tee Shirts for the graduation program for DARE. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize payment of the Accounts for the Electric Department as presented. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS FOR
UNDERGROUND PRIMARY CABLE
AND DUCT BANK MATERIALS:

The following bids were received and opened for underground primary cable and duct bank material:

DEMENT—MERIDIAN 57-8720

**TABULATION OF BIDS FOR UNDERGROUND PRIMARY CABLE AND DUCT
BANK MATERIAL OPENED JANUARY 27, 1997**

MATERIAL LIST BIDDER NAME

	Diversified Electric	Stuart C. Irby		
6" PVC Conduit	\$ 8260.00	\$ 6025.60	\$	\$
4" PVC Conduit	\$ 3850.00	\$ 2886.80	\$	\$
Intermediate Spacer for 6" PVC	\$ 1064.00	\$ 1160.00	\$	\$
Intermediate Spacer for 4" PVC	\$ 632.00	\$ 640.00	\$	\$
Base Spacer for 6" PVC	\$ 532.00	\$ 580.00	\$	\$
Base Spacer for 4" PVC	\$ 316.00	\$ 320.00	\$	\$
6" Male Adapter	\$ 224.10	\$ 142.02	\$	\$
4" Male Adapter	\$ 56.05	\$ 42.37	\$	\$
6" Steel Ells	\$ rejected	\$ 2247.70	\$	\$
4" Steel Ells	\$ rejected	\$ 481.86	\$	\$
1/4" Reinforcing Rods	\$ 1292.00	\$ 815.00	\$	\$
1/0 Alum 15KV Cable	\$ 12112.50	\$ 10410.00	\$	\$
750 KCMIL Alum	\$ 29572.20	\$ 32571.00	\$	\$
Terminations for 750 KCMIL Cable	\$ 1309.95	\$ 1305.00	\$	\$
600 Amp Elbow Conn for 750 KCMIL Cable	\$ 3483.00	\$ 3969.00	\$	\$
600 Amp 15KV Disc Switch	\$ 1104.75	\$ 1026.00	\$	\$
Disc Switch/Lightning Arrestor Mtg Brkt	\$ 444.00	\$ 495.00	\$	\$
15KV Cable Terminator Mtg Brkt	\$ 105.00	\$ 108.00	\$	\$
15KV Cable Terminator/Lightning Arrestor Mtg Brkt	\$ 117.75	\$ 131.16	\$	\$
9 KV Riser Class Lightning Arrestor	\$ 795.00	\$ 1080.00	\$	\$
TOTAL BID	\$ 65270.30	\$ 66436.51	\$	\$

BIDS CONTINUED:

Upon the recommendation of Johnny Earnest Superintendent of the Electric Department it was moved by Alderman Bounds, seconded by Alderman Franklin to accept the low bid on each line item. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

CASHIER
ELECTRIC DEPARTMENT:

Upon the recommendation of Johnny Earnest it was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize the employment of Chasity Carwile as Cashier for the Electric Department at a salary of \$652.00 bi-weekly. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

DECORATIVE LIGHTING
FOR SUBDIVISIONS:

Johnny Earnest, Superintendent of the Oxford Electric Department discussed with the board establishing a new policy to allow developers of subdivisions to purchase decorative lighting for street lights. The developer would then dedicate the lights to the city for maintenance. Mr. Earnest was requested to prepare a written proposal with the specific details to be considered by the board at a later meeting.

ADDITIONAL TREES
FOR LANDSCAPING
SUBSTATION:

Upon the request of Mr. Earnest, it was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize the purchase of 15 more trees at a cost of \$60.00 per tree for landscaping along the east side of the road near the Oxford substation. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

LIFT, INC.:

It was moved by Alderman Franklin, seconded by Alderman Bounds to authorize payment to Lift, Inc., in the amount of \$440.20, which is a corrected bill, for the Section 18 transportation for the month of December. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ANIMAL SHELTER:

Billy Lamb, Superintendent of Building and Grounds discussed with the board a request made by the Animal Shelter personnel concerning a new air conditioner for the animal shelter. The board requested Mr. Lamb to get facts and figures and come back to the board for further discussion.

AUDIT REPORT FOR
PERIOD ENDED
9-30-96:

Audit reports for the period 9-30-96 were made available to each board member.

PAYMENT OF INVOICES
FOR WATER PROJECT:

Upon the request of David Bennett, it was moved by Alderman Baker, seconded by Alderman Franklin to authorize payment to Layne Central in the amount of \$76,900.00 and Waco Construction in the amount of \$44,291.53 from the Water Project Fund. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

REOPENING HOKA
THEATRE:

Fire Chief Terry McDonald discussed the proposed reopening of the Hoka Theatre and the number of Fire Code violations that have been there ever since they first opened. Chief McDonald requested that the business license be held up until Fire Code violations are corrected.

HOKA THEATRE CONTINUED:

City Attorney Perry will look into writing an ordinance pertaining to the necessary information to be furnished to the Clerk prior to obtaining a Privilege License.

It was moved by Alderman Jones, seconded by Alderman Magee that no Privilege License will be issued for new businesses between now and the next meeting until Chief McDonald has approved the building concerning Fire Codes. All the aldermen voting aye, Mayor Leslie declared the motion carried.

OXFORD-LAFAYETTE
COUNTY LIBRARY:

Dotsy Fitts of the Oxford-Lafayette County Library came before the Mayor and Board of Aldermen to request \$17,585.00 for sound and video system for the new Library. This is needed to complete the building so that the auditorium can be used. The County is having the seats installed the last week of February. It was moved by Alderman Jones, seconded by Alderman Bounds to continue and study this request. The vote was as follows:

Voting aye - Jones, Franklin, Bounds,
Baker, Magee

Voting no - Sharpe

Being Absent - Howell

Motion carried.

BUILDING REPAIRS:

Billy Lamb, Superintendent of Building and Grounds came before the Mayor and Board of Aldermen to discuss repairs needed to the building. He asked for a committee to work with him to go over the list of repairs. Alderman Jones and Alderman Bounds volunteered to serve with Billy and make recommendations for the repairs to the entire board.

RESIGNATION OF
KEITH BELL - POLICE
DEPARTMENT: _____

It was moved by Alderman Baker, seconded by Alderman Bounds to accept the verbal resignation of Keith Bell and authorize advertisement for replacement. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

JAIL BILL:

Chief Bramlett discussed with the board the payment of the October Jail bill as he has adjusted to \$19,800.00. This adjustment is deducting persons who did not spend but a few hours in Jail and were not fed a meal. It was moved by Alderman Franklin, seconded by Alderman Bounds to authorize payment of \$19,800.00 to Lafayette County for the Jail bill for October adjusted. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ANNOUNCEMENT:

Alderman Baker announced that the University has signed the easement for Jackson Avenue from the underpass to Rebel drive and that he would pick them up in the morning.

EXECUTIVE SESSION:

It was moved by Alderman Bounds, seconded by Alderman Sharpe to consider an Executive Session for a Personnel Matter. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Magee, seconded by Alderman Franklin to stay in Executive Session the discuss Personnel Matter. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

EXECUTIVE SESSION CONTINUED:

An announcement was made that the board voted to remain in Executive Session to discuss a Personnel Matter.

REGULAR SESSION:

It was moved by Alderman Magee, seconded by Alderman Baker to return to Regular Session. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

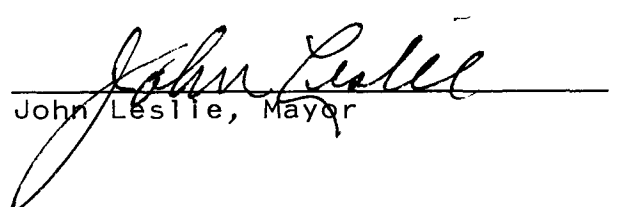
SALARY ADJUSTMENT:

It was moved by Alderman Baker, seconded by Alderman Bounds to adjust the salary of Debbie McLarty, Shirley Michael and Billy Lamb to add \$100.00 per month each until the end of the fiscal year. After discussion, and an offer of a substitute motion, Alderman Baker changed his motion and Alderman Bounds his second to adjust the salary of the three people to \$125.00 additional per month until the end of the fiscal year to be paid from transferring funds from Food and Beverage to cover the cost plus fringes. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

DEMENT—MERIDIAN 57-8720

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

February 18, 1997 7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, February 18, 1997 in the Courtroom of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia Chrestman - City Clerk

Steve Bramlett - Chief of Police

Terry McDonald - Fire Chief

James Ragon - City Shop Foreman

Billy Lamb - Superintendent of
Building & GroundsShirley Michael - Superintendent of
Solid WasteJohnny Earnest - Superintendent of
Oxford Electric

David Bennett - Public Works Director

Ben Smith - Director of Planning and
Development

Debbie McLarty - Tax Assessor

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

AGENDA:

It was moved by Alderman Baker, seconded by Alderman Howell to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of February 4, 1997 were approved as printed.

ACCOUNTS:

It was moved by Alderman Howell, seconded by Alderman Franklin to authorize approval of the Accounts for payment as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

BIKE PATHS:

Dr. Robert Cooper came before the Mayor and Board of Aldermen to request permission for "Bike Path" signs to be posted for a Bike Route at no cost to the City. The route is from the Depot, down Van Buren to the Square, through Faulkner Alley, to Harrison, to 11th, back down University to 10th, up 10th and back to Tyler. The signs will be sold to sponsors in order not to cost the city any money. It was moved by Alderman Howell, seconded by Alderman Baker to authorize the bike signs that are purchased by private individuals to be put up by the City. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS FOR JACKSON AVENUE, PHASE II:

Pursuant to the Public Notice in The Oxford Eagle on January 9 and 16, 1997, the following bids were received and opened at 2:00 p.m. on the 14th day of February, 1997:

BIDS RECEIVED:
 The City of Oxford
 West Jackson Avenue
 Project Number 9425(1)

BID TABULATION
 The City of Oxford
 West Jackson Avenue
 Project Number 9425(1)

EXHIBIT A

PAGE 1 of 3

PAY ITEM NUMBER	DESCRIPTION	PLAN QUANTITY	UNIT	ENGINEER'S OPINION OF PROBABLE COST		Oxford Sand Company, Inc. Oxford, MS #09480		Talbot Bros. Contracting Co., Inc. Nesbit, MS #02174	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DIRECT PAY ITEMS									
201-A	Clearing & Grubbing	Lump Sum	L.S.	85,000.00	85,000.00	30,000.00	30,000.00	200,000.00	200,000.00
202-B	Removal of Concrete Pavement	118.0	sq meter	45.00	5,310.00	325.00	38,350.00	310.00	36,580.00
202-C	Removal of Concrete Curb & Gutter	160.0	meter	12.00	1,920.00	9.84	1,574.40	13.14	2,102.40
203-A	Unclassified Excavation (FM)(AH)	17,150.0	cu meter	5.00	85,750.00	6.54	112,161.00	7.85	134,627.50
203-EX	Borrow Excavation (AH)(LVM)(Class 9)	9,750.0	cu meter	6.00	58,500.00	7.85	76,537.50	9.80	95,550.00
213-B	Commercial Fertilizer (13-13-13)	8.3	m ton	420.00	3,486.00	408.25	3,388.48	444.05	3,685.62
214-A	Seeding (Bermudagrass)	50.0	kilogram	13.50	675.00	50.53	2,526.50	50.53	2,526.50
214-A	Seeding (Bahagrass)	50.0	kilogram	11.00	550.00	50.53	2,526.50	50.53	2,526.50
215-A	Vegetative Materials for Mulch	6.8	m ton	200.00	1,360.00	275.74	1,875.03	220.44	1,498.99
216-B	Solid Sodding (Common Bermuda)	22,400.0	sq meter	3.60	80,640.00	3.59	80,416.00	4.19	93,856.00
221-A	Portland Cement Concrete Paved Ditch	32.0	cu meter	265.00	8,480.00	350.00	11,200.00	240.00	7,680.00
234-A	Temporary Silt Fence (Type I or II)(EOS 20+)	1,800.0	meter	13.00	23,400.00	4.10	7,380.00	20.00	36,000.00
235-A	Temporary Erosion Checks (Hay Bales)	2,700.0	each	5.00	13,500.00	5.00	13,500.00	12.00	32,400.00
907-301-A	Plant Mix Bituminous Base Course (BB-1)	4,393.0	m ton	37.50	164,737.50	51.91	228,040.63	51.91	228,040.63
901-301-F	Plant Mix Bit. Base Course (Trans. Joint Repair)(BB-1)	56.0	m ton	80.00	4,480.00	77.71	4,351.76	77.71	4,351.76
304-A	Granular Material (LVM)(Cl. 4, Gp. D)	1,952.0	cu meter	12.00	23,424.00	15.69	30,626.88	24.00	46,848.00
907-403-B	Hot Bituminous Pavement Binder Course (BC-1)	2,948.0	m ton	39.00	114,972.00	52.00	153,296.00	52.00	153,296.00
907-403-C	Hot Bituminous Pavement Surface Course (SC-1)	2,071.0	m ton	41.00	84,911.00	50.98	105,579.58	50.98	105,579.58
406-A	Cold Milling of Bituminous Pavement (All Depths)	11,933.0	sq meter	1.90	22,672.70	3.17	37,827.61	3.17	37,827.61
408-A	Asphalt for Prime Coat (MC-70 or EA-1)	14,821.0	liter	0.30	4,446.30	0.40	5,928.40	0.40	5,928.40
907-414-A	High Density Joint Sealing Tape (600mm Width)	1,225.0	meter	20.00	24,500.00	13.63	16,696.75	13.63	16,696.75
907-414-B	Joint Sealing Tape (300mm Width)	1,225.0	meter	5.00	6,125.00	3.84	4,704.00	3.84	4,704.00
601-B	Class "B" Structural Concrete, Minor Structures	187.51	cu meter	980.00	183,759.80	483.97	90,749.21	890.00	166,883.90
602-A	Reinforcing Steel	10,506.5	kilogram	1.30	13,658.45	0.70	7,354.55	0.98	10,296.37
603-C-A	375mm Reinforced Concrete Pipe (Class III)	9.8	meter	66.00	646.80	86.00	842.80	75.00	735.00
603-C-A	450mm Reinforced Concrete Pipe (Class III)	44.5	meter	79.00	3,515.50	96.00	4,272.00	83.00	3,693.50
603-C-A	600mm Reinforced Concrete Pipe (Class III)	9.7	meter	115.00	1,115.50	150.00	1,455.00	132.00	1,280.40
603-C-A	750mm Reinforced Concrete Pipe (Class III)	19.0	meter	135.00	2,565.00	210.00	3,990.00	185.00	3,515.00

PAY ITEM NUMBER	DESCRIPTION	PLAN QUANTITY	UNIT	ENGINEER'S OPINION OF PROBABLE COST		Oxford Sand Company, Inc. Oxford, MS #09480		Talbot Bros. Contracting Co., Inc. Nesbit, MS #02174	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
603-C-A	900mm Reinforced Concrete Pipe (Class III)	32.2	meter	185.00	5,957.00	300.00	9,660.00	265.00	8,533.00
603-PE	375mm Corrugated Polyethylene Pipe (HDPE)	306.4	meter	66.00	20,222.40	28.00	8,579.20	28.00	8,579.20
603-PE	450mm Corrugated Polyethylene Pipe (HDPE)	447.6	meter	72.00	32,227.20	40.00	17,904.00	40.00	17,904.00
603-PE	600mm Corrugated Polyethylene Pipe (HDPE)	243.2	meter	84.00	20,428.80	62.00	15,078.40	62.00	15,078.40
603-PE	750mm Corrugated Polyethylene Pipe (HDPE)	269.0	meter	96.00	25,824.00	96.00	25,824.00	100.00	26,900.00
603-C-E	550mmx350mm Concrete Arch Pipe, Class III	4.8	meter	110.00	528.00	173.00	830.40	180.00	864.00
603-C-E	900mmx600mm Concrete Arch Pipe, Class III	9.8	meter	215.00	2,107.00	195.00	1,911.00	265.00	2,597.00
603-C-E	1500mmx900mm Concrete Arch Pipe, Class III	26.8	meter	325.00	8,710.00	405.00	10,854.00	575.00	15,410.00
603-C-E	1850mmx1150mm Concrete Arch Pipe, Class III	14.0	meter	460.00	6,440.00	595.00	8,330.00	900.00	12,600.00
603-C-B	375mm Reinforced Concrete End Section	2.0	each	510.00	1,020.00	485.00	970.00	580.00	1,160.00
603-C-B	450mm Reinforced Concrete End Section	1.0	each	550.00	550.00	450.00	450.00	580.00	580.00
603-C-B	600mm Reinforced Concrete End Section	3.0	each	600.00	1,800.00	520.00	1,560.00	700.00	2,100.00
603-C-B	750mm Reinforced Concrete End Section	1.0	each	750.00	750.00	585.00	585.00	800.00	800.00
603-C-F	500mmx350mm Concrete Arch Pipe End Section	2.0	each	450.00	900.00	447.00	894.00	620.00	1,240.00
603-C-F	900mmx600mm Concrete Arch Pipe End Section	1.0	each	590.00	590.00	585.00	585.00	800.00	800.00
603-C-F	1500mmx900mm Concrete Arch Pipe End Section	2.0	each	1,200.00	2,400.00	1,456.00	2,912.00	2,000.00	4,000.00
603-C-F	1850mmx1150mm Concrete Arch Pipe End Section	1.0	each	1,600.00	1,600.00	1,857.00	1,857.00	2,900.00	2,900.00
604-A	Castings	1,470.0	kilogram	5.50	8,085.00	3.00	4,410.00	3.72	5,468.40
604-B	Gratings	1,248.0	kilogram	5.50	6,864.00	3.00	3,744.00	3.72	4,642.56
608-B	Concrete Sidewalk (with reinforcement)	2,191.0	sq meter	26.00	56,966.00	18.83	41,256.53	28.25	61,895.75
609-D	Combination Curb & Gutter (Type 1)	2,200.0	meter	32.00	70,400.00	36.09	79,398.00	37.00	81,400.00
614-A	Concrete Driveway (without reinforcement)	371.0	sq meter	32.00	11,872.00	31.00	11,501.00	36.00	13,356.00
618-B	Additional Construction Signs	0.0	sq meter	10.00	0.0	10.00	0.0	10.00	0.0
625-A	Traffic Stripe (Skip White)	1.905	kilometer	90.00	171.45	200.00	381.00	200.00	381.00
625-B	Traffic Stripe (Skip Yellow)	1.550	kilometer	90.00	139.50	200.00	310.00	200.00	310.00
625-C	Traffic Stripe (Cont. White)	2.278	kilometer	320.00	728.96	600.00	1,366.80	600.00	1,366.80
625-D	Traffic Stripe (Cont. Yellow)	4.356	kilometer	320.00	1,393.92	600.00	2,613.60	600.00	2,613.60
626-G	Thermoplastic Detail Stripe (100mm Eq. Length White)	837.0	meter	1.50	1,255.50	2.00	1,674.00	2.00	1,674.00

BIDS RECEIVED:
 The City of Oxford
 West Jackson Avenue
 Project Number 9425(1)

BID TABULATION
 The City of Oxford
 West Jackson Avenue
 Project Number 9425(1)

PAY ITEM NUMBER	DESCRIPTION	PLAN QUANTITY	UNIT	ENGINEER'S OPINION OF PROBABLE COST		Oxford Sand Company, Inc. Oxford, MS #09480		Talbot Bros. Contracting Co., Inc. Nesbit, MS #02174	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
626-G	Thermoplastic Detail Stripe (100mm Eq. Length Yellow)	120.0	meter	1.50	180.00	2.00	240.00	2.00	240.00
626-H	Thermoplastic Legend (White)	70.57	sq meter	33.00	2,328.81	38.00	2,681.66	38.00	2,681.66
627-K	Red-Clear Ref. High Perf. Raised Markers	170.0	each	5.00	850.00	5.00	850.00	5.00	850.00
627-L	Two-Way Yellow Ref. High Perf. Raised Markers	464.0	each	5.00	2,320.00	5.00	2,320.00	5.00	2,320.00
630-A	Standard Roadside Signs	4.5	sq meter	160.00	720.00	346.00	1,557.00	346.00	1,557.00
907-631-A	Flowable Fill	369.0	cu meter	150.00	55,350.00	65.45	24,151.05	94.00	34,686.00
815-A	Loose Riprap (91 kg)	55.4	m ton	36.00	1,994.40	38.55	2,135.67	58.00	3,213.20
815-E	Geotextile Fabric Under Riprap (Type V)(AOS .43)	94.5	sq meter	2.50	236.25	2.00	189.00	3.60	340.20
618-A	Maintenance of Traffic	Lump Sum	L.S.	100,000.00	100,000.00	74,000.00	74,000.00	140,000.00	140,000.00
620-A	Mobilization	Lump Sum	L.S.	80,000.00	80,000.00	98,000.00	98,000.00	140,000.00	140,000.00
TOTAL BID					\$1,558,010.74		\$1,538,713.89		\$2,059,752.18

This is certified to be a true and correct tabulation of bids received:

T. W. Elliott, P.E., Consulting Engineer

Dated

BIDS CONTINUED:

It was moved by Alderman Bounds, seconded by Alderman Baker to accept the low bid. Citizens in the audience wanted to have a time for discussion. Alderman Baker withdrew his second. Alderman Bounds withdrew his motion. Citizens in the audience were allowed to speak. Discussion went on for almost an hour with some citizens identifying themselves and others not. The major concern is that we do not need to widen the street five lanes and concern for the trees to be removed. It was moved by Alderman Sharpe, seconded by Alderman Magee to continue this matter for two weeks and to have the trees marked that are to be removed. All the aldermen voting aye, Mayor Leslie declared the motion carried.

LIBRARY REQUEST:

Dotsy Fitts, Librarian, came before the Mayor and Board to request funds to purchase an auditorium projection system. \$17,585 was the proposed price for a 40 watt system, if you want to up it to 100 it would cost an estimated additional \$500.00. It was moved by Alderman Howell, seconded by Alderman Franklin to authorize advertisement for bids for the system requested and to fund the purchase from the 2% Food and Beverage Funds. The vote was as follows:

Voting aye - Franklin, Howell, Magee,
Bounds

Voting no - Jones, Baker, Sharpe

Motion carried.

A RESOLUTION OF MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, REQUESTING THE MISSISSIPPI LEGISLATURE, THROUGH ITS DULY ELECTED OFFICIALS, TO AMEND AN EXISTING LOCAL AND PRIVATE LAW TO PROMOTE TOURISM AND ECONOMIC DEVELOPMENT TO THE CITY OF OXFORD, MISSISSIPPI

WHEREAS, the Mayor and Board of Aldermen of the City of Oxford, Mississippi, have previously requested the Mississippi Legislature for local and private legislation for additional funds to promote tourism and economic development in the City of Oxford, and the surrounding area; and

WHEREAS, the Mayor and Board of Aldermen realize this authority granted by the Legislature has been of the utmost importance to the citizens of Oxford; and

WHEREAS, general revenues of the city without this continued legislation are insufficient for such promotion; and

WHEREAS, the city desires to amend this said local and private legislation:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, That a request be made of its legislative delegation to amend Chapter 865, Local and Private Laws of 1983, as amended by Chapter 931, Local and Private Laws of 1984, as amended by H. B. 13, First Extraordinary Session 1988, to delete in Section 1 the words "with more than six (6) rental units" and that a certified copy of this Resolution be forwarded to the legislative delegation representing Oxford and Lafayette County.

The above Resolution having been first reduced to writing and read and considered, section by section, at a public meeting of the governing authorities of the City of Oxford, Mississippi, on motion of Alderman FRANKLIN, seconded by Alderman SHARPE, and the roll being called, the same was adopted by the following vote:

Alderman Jones	voted <u>Aye</u>
Alderman Franklin	voted <u>Aye</u>
Alderman Bounds	voted <u>Aye</u>
Alderman Howell	voted <u>Aye</u>
Alderman Baker	voted <u>Aye</u>

MINUTE BOOK No. 48, CITY OF OXFORD

75

DEMENT—MERIDIAN 57-8720

Alderman Magee

voted Aye

Alderman Sharpe


voted Aye

Approved, this the 18th day of February, 1997.



John O. Leslie, Mayor

ATTEST:



Virginia Chrestman, City Clerk

MINUTE BOOK No. 48, CITY OF OXFORD

75

DEMENT—MERIDIAN 57-8720

Alderman Magee

voted Aye

Alderman Sharpe

voted Aye

Approved, this the 18th day of February, 1997.


John O. Leslie, Mayor

ATTEST:


Virginia Chrestman, City Clerk

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

ORDINANCE 1997-2:

It was moved by Alderman Franklin, seconded by Alderman Bounds to adopt Ordinance 1997-2, "AN ORDINANCE AMENDING THE OFFICIAL ZONINGMAP OF THE CITY OF OXFORD, MISSISSIPPI, 1971, SO THAT CERTAIN PROPERTY OF CHM MANAGEMENT CO. IS REZONED FROM R-B AND A TO PO AND GC". Said Ordinance is recorded in Ordinance Book 5 at pages

All the aldermen voting aye, Mayor Leslie declared the motion carried.

PRELIMINARY PLAT
CHM CENTER, PHASE II:

Upon the recommendation of David Bennett, it was moved by Alderman Bounds, seconded by Alderman Franklin to accept preliminary plat approval for CHM Center, Phase II, contingent on receiving a Letter of Credit from the Developer. All the aldermen voting aye, Mayor Leslie declared the motion carried.

APPOINTMENT TO
TREE BOARD:

This matter was continued until next meeting.

TREE CITY USA:

It was moved by Alderman Franklin, seconded by Alderman Baker to authorize the Mayor to execute application for Tree City, USA. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TRANSFER
CATHY LASWELL TO
PLANNING AND ZONING:

It was moved by Alderman Jones, seconded by Alderman Bounds to authorize the transfer of Cathy Laswell back to Planning and Zoning Department from the City Clerk's Office with the understanding that Cathy can work in the Clerk's office as needed. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TRANSFER
RANDY MCCLUSKY
TO WATER PLANT:

Upon the request of David Bennett, it was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize the transfer of Randy McClusky to the Water Plant Department from the Water Department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR
EMPLOYMENT WATER
AND SEWER DEPARTMENT:

Upon the request of David Bennett, it was moved by Alderman Franklin, seconded by Alderman Bounds to authorize advertisement for replacement worker at the Water Department and an employee for the Sewer Department. Budget will need to be amended for the Sewer Department employee. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ASHLAWN, PHASE 5:

Upon the recommendation of David Bennett, it was moved by Alderman Bounds, seconded by Alderman Howell to accept for maintenance the water, sewer and streets of Ashlawn, Phase 5 contingent on developer filling around a fire plug. All the aldermen voting aye, Mayor Leslie declared the motion carried.

FINAL PLAT APPROVAL
ASHLAWN, PHASE 4:

Upon the recommendation of David Bennett, it was moved by Alderman Franklin, seconded by Alderman Jones to accept the Final Plat for Ashlawn, Phase 4. All the aldermen voting aye, Mayor Leslie declared the motion carried.

BASIC FIRE
INVESTIGATION CLASS:

It was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize three persons from the Fire Department to attend Basic Fire Investigation Class, February 24-28, at the Academy with a registration fee of \$150.00 each. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRONIC FIRING
DEVICE FOR FIREWORKS:

Upon the request of Chief McDonald, It was moved by Alderman Sharpe, seconded by Alderman Franklin to authorize Chief McDonald to obtain at least two (2) quotes for the firing device to be purchased to be used year after year for the firework display. The vendor of the fireworks cannot furnish the racks from which we can shoot the fireworks and racks will have to be constructed. All the aldermen voting aye, Mayor Leslie declared the motion carried.

DEMENT—MERIDIAN 57-8720

JAIL BILL:

It was moved by Alderman Franklin, seconded by Alderman Baker to authorize payment to Lafayette County the sum of \$64,860.00 which is payment for October, November, December and January Jail Bill for city inmates. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SCHOOL IN JACKSON:

Upon the recommendation of Chief Bramlett, it was moved by Alderman Howell, seconded by Alderman Baker to authorize Andres Boles to attend one-day seminar in Jackson with a registration fee of \$15.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS FOR COMPUTERS FOR METRO-NARCOTICS:

Pursuant to the Notice to Bidders in the Oxford Eagle on January 27 and February 3, 1997, the following bids were received and opened:

The Computer Center of Oxford	-\$5,592.00
Square Computers	-\$6,080.00
Express Computers	-\$6,196.00

It was moved by Alderman Howell, seconded by Alderman Jones to accpet the low bid of Computer Center of Oxford in the amount of \$5,592.00 for four computers. All the aldermen voting aye, Mayor Leslie declared the motion carried.

DEMENT—MERIDIAN 57-8720

RETIREMENT
BRENDA HARTLEY,
DEPUTY CITY CLERK
AND DIRECTOR OF
COMPUTER OPERATIONS:

It was moved by Alderman Jones, seconded by Alderman Bounds to accept the Letter of Retirement from Brenda Hartley effective April 30, 1997 and to authorize advertisement for employment of a replacement. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ORDINANCE 1997-3:

It was moved by Alderman Bounds, seconded by Alderman Franklin to adopt Ordinance 1997-3, "AN ORDINANCE TO AMEND SECTION 2-15 OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI, TO DELETE THE DATES". Said Ordinance is recorded in Ordinance Book 5 at page . All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Franklin to authorize payment of the Electric Department Accounts as presented with the addition of an invoice to Paul James for \$1,446.30. All the aldermen voting aye, Mayor Leslie declared the motion carried.

DEMENT—MERIDIAN 57-8720

APPA AND TVPPA
MEETING-WASHINGTON, D.C.:

It was moved by Alderman Franklin, seconded by Alderman Howell to authorize Johnny Earnest to attend APPA and TVPPA Legislative briefing in Washington, D.C. February 23-25, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.

OXFORD SCHOOL SYSTEM:

It was moved by Alderman Baker, seconded by Alderman Howell to issue a Letter of Commendation to the Oxford School System for achieving a Level 5 - one of 11 in the state to attain this status. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PURCHASE COMPUTER
FOR CITY SHOP:

It was moved by Alderman Franklin, seconded by Alderman Bounds to authorize the purchase of a computer for the City Shop from the Computer Center of Oxford in the amount of \$1,398.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Jones to consider an Executive Session for a report on Lawsuit filed by Oxford Electric and other Municipalities. All the aldermen voting aye, Mayor Leslie declared the motion carried.

DEMENT—MERIDIAN 57-8720

EXECUTIVE SESSION CONTINUED:

It was moved by Alderman Franklin, seconded by Alderman Bounds to declare an Executive Session for Superintendent of Electric Department Johnny Earnest to give a report on Lawsuit filed by Oxford and 14 other Municipalities and to discuss deregulation. Mayor Leslie declared the motion carried.

An announcement was made to the public that the board voted to remain in Executive Session.

REGULAR SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Magee to return to Regular Session. All the aldermen voting aye, Mayor Leslie declared the motion carried.

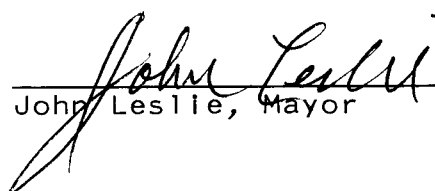
MISSISSIPPI POWER AGENCY:

It was moved by Alderman Sharpe, seconded by Alderman Franklin to authorize the Electric Department to become a part of the Mississippi Power Agency. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

MINUTE BOOK No. 48, CITY OF OXFORD

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

March 4, 1997

7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, March 4, 1997 in the Courtroom of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William C. Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Steve Bramlett - Chief of Police

Terry McDonald - Fire Chief

James "Bo" Ragon - City Shop Foreman

Johnny Earnest - Superintendent of Oxford
Electric

Debbie McLarty - City Tax Assessor

Billy Lamb - Superintendent of Building
& Grounds

Ben Smith - Director of Planning and
Development

David Bennett - Public Works Director

AGENDA:

It was moved by Alderman Baker, seconded by Alderman Howell to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of February 18, 1997 were approved as printed.

ACCOUNTS:

It was moved by Alderman Sharpe, seconded by Alderman Bounds to authorize approval of the Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Franklin, seconded by Alderman Bounds to authorize approval of the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

FLOWER PLANTER ON
CITY R-O-W NEAR
FIRST NATIONAL BANK:

There came on for consideration a request from First National bank to allow the bank to locate a "Flower Planter" in front of the First National Bank Parking Garage between the main bank building and Duvalls. The section is two feet wide by twenty-four feet long. The bank will maintain the flower planter. It was moved by Alderman Franklin, seconded by Alderman Howell to approve the request of First National Bank. All the aldermen voting aye, Mayor Leslie declared the motion carried.

QUOTES FOR EQUIPMENT
CONTINUED:

It was moved by Alderman Bounds, seconded by Alderman Franklin to authorize the expenditures as outlined from the 2% Food and Beverage Funds.

All the aldermen voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT
FIREFIGHTER:

Upon the recommendation of Chief McDonald, it was moved by Alderman Franklin, seconded by Alderman Bounds to authorize the employment of Terry Whitehead as Firefighter, at a salary of \$710.50 bi-weekly for the first six months and a salary of \$735.50 bi-weekly for the second six months and after one year a bi-weekly salary of \$761.50.

All the aldermen voting aye, Mayor Leslie declared the motion carried.

MS FIRE INVESTIGATOR'S
ASSOCIATION MEETING
APRIL 9-11:

It was moved by Alderman Howell, seconded by Alderman Sharpe to authorize Chief McDonald, Jerry Johnson, Rubin Jaco and Darin Roy to attend the Mississippi Fire Investigator's Association Meeting April 9-11 with a registration fee of \$80.00 each.

All the aldermen voting aye, Mayor Leslie declared the motion carried.

RENOVATION WORK
TO BUILDING AT
STATION #1:

Chief McDonald discussed with the Board renovation to Fire Station #1 as follows:

DEMENT—MERIDIAN 57-8720

**OXFORD FIRE DEPARTMENT
RENOVATION TO FIRE STATION # 1
ATTACHMENT TO AGENDA ITEM**

THE FOLLOWING ARE FIGURES AND SUGGESTIONS FOR THE NEEDED RENOVATION TO FIRE STATION # 1. LAST YEAR THE FIRE DEPARTMENT PERSONNEL CONSTRUCTED AN OUTBUILDING BEHIND FIRE STATION #1 TO BE USED AT THAT TIME FOR STORAGE, A WORK SHOP AND GARAGE FOR THE ANTIQUE FIRE TRUCK. WHEN FIRE STATION # 1 WAS BUILT, IT WAS DESIGNED TO ACCOMMODATE A STAFF OF NINE (9) PERSONNEL WITH LIVING AND DORMITORY SPACE. IN 1987, THE TRUCK BAY WAS EXPANDED TO MAKE ROOM FOR THE LADDER TRUCK THAT WAS PURCHASED. DURING THE TIME FROM 1974 AND THE PRESENT THE STAFF OF THE FIRE DEPARTMENT HAS GROWN WITH NO EXPANSION TO THE DORMITORY FACILITIES. WE HAVE ADDED SOME ADDITIONAL SPACE TO THE ATTIC AREA (WHICH WAS NOT IN THE ORIGINAL DESIGN OF THE STATION) TO TAKE CARE OF OFFICES FOR THE DEPUTY CHIEF AND TRAINING OFFICER. NOW THAT WE WILL BE ADDING AN ADDITIONAL SIX (6) MEMBERS TO THE STAFF AT STATION # 1 THE NEED FOR MORE SPACE IS CRITICAL. AFTER LOOKING AT THE IMMEDIATE NEEDS, THE FOLLOWING IS BEING SUGGESTED IN ORDER TO ACCOMMODATE THE ADDITIONAL PERSONNEL.

- 1. USE THE UPSTAIRS PART OF THE OUTBUILDING AS AN OFFICE FOR THE FIRE CHIEF**
- 2. USE THE PRESENT CHIEF'S OFFICE FOR DORMITORY SPACE BY MOVING THE COMPANY OFFICER'S BUNKS UNTO THAT SPACE**
- 3. CONSTRUCT THREE (3) ADDITIONAL BUNK BEDS AND PURCHASE MATTRESS FOR THE SIX (6) ADDITIONAL PERSONNEL**

WE HAD ENOUGH CONSTRUCTION MATERIAL SURPLUS FROM THE CONSTRUCTION OF THE OUT BUILDING TO PARTIALLY FRAME, INSULATE AND SHEETROCK THE UPSTAIRS SPACE, BUT NOT ENOUGH TO FINISH THE JOB. BECAUSE THE BUILDING IMPROVEMENT MONEY WAS DELETED FROM THIS YEARS BUDGET, WE DO NOT HAVE THE MONEY BUDGETED TO FINISH THE CONSTRUCTION PROJECT. I AM ASKING THE BOARD TO AUTHORIZE MONEY AS OUTLINED BELOW TO BE ADDED TO THE FIRE DEPARTMENT BUDGET WHICH WOULD ENABLE US TO FINISH CONSTRUCTION TO THE OUT BUILDING, CONSTRUCT THE BUNK BEDS AND PURCHASE MATTRESS. I ALSO WANT THE BOARD TO UNDERSTAND THAT ALL LABOR FOR THE CONSTRUCTION EXCEPT THE FINISH OF THE SHEETROCK HAS BEEN AND WILL BE DONE BY FIRE DEPARTMENT PERSONNEL WHILE ON DUTY. THIS IN ITSELF AMOUNTS TO A CONSIDERABLE SAVINGS TO THE CITY.

COST OF PROJECT

AMOUNT NEEDED TO COMPLETE OFFICE SPACE	\$ 2,000.00
COST OF BUILDING THREE (3) BUNK BEDS	250.00
COST OF SIX (6) SETS OF MATTRESS	990.00
TOTAL COST	\$ 3,240.00

DEMENT-MERIDIAN 57-8720

LIFT, INC.
SECTION 18
TRANSPORTATION:

Roger Locke, Transportation/Maintenance of Lift, Inc. came before the Mayor and Board of Aldermen to discuss Section 18 Transportation through Lift. Mayor Leslie explained that when we started the Transportation, we were under the impression that it would cost \$300.00 per month. It is now costing more than that. Mr. Locke stated that since the program was started in Oxford, the riders have increased and more stops are being made. Lift charges \$2.00 per stop. He shared that the cost to the city for the month of February will be \$325.00. Mayor Leslie thanked Mr. Locke for coming.

PAYMENT-LIFT, INC.:

It was moved by Alderman Franklin, seconded by Alderman Bounds to authorize payment to Lift, Inc. in the amount of \$619.50 for the month of January Section 18 Transportation. All the aldermen voting aye, Mayor Leslie declared the motion carried.

QUOTES FOR EQUIPMENT
TO SHOOT FIREWORKS:

Chief McDonald presented the following tabulations of quotes obtained for equipment to shoot fireworks:

TOTALS OF LOW BIDS FOR EQUIPMENT TO SHOOT FIREWORKS

NAME OF EQUIPMENT	COMPANY NAME	TOTAL COST
Electronic Firing Board	Delcor Ind. Inc.	1,155.00
Pre-Wired Slats	Delcor Inc. Inc.	560.00
Plastic Pipe	Appco Process Equip.	610.00
Wood Plugs	Boltz Mgf. Co.	215.40
	GRAND TOTAL	2,540.40

RENOVATION CONTINUED:

It was moved by Alderman Sharpe, seconded by Alderman Baker to authorize the work as outlined and that the expenditures be paid from the Capital Improvement Fund in the General Government. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PAYMENT FOR REPAIR TO
OVERHEAD DOOR AT
FIRE STATION:

Upon the request of Chief McDonald, it was moved by Alderman Bounds, seconded by Alderman Howell to authorize payment to Miller and Son Garage Doors in the amount of \$385.00 from the Fire Department budget for the repairs made to the overhead door at Station Number One. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ANTIQUÉ FIRE TRUCK
TO PORT GIBSON:

It was moved by Alderman Howell, seconded by Alderman Bounds to authorize members of the Fire Department to take the Antiqué Fire Truck to Port Gibson for their Spring Festival with expenses to be paid by the City of Port Gibson. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ANNOUNCEMENT:

Chief McDonald will be attending the Southeast Regional Code Development Committee Meeting in San Antonio, TX, March 17-20 at no cost to the City of Oxford.

DEMENT—MERIDIAN 57-8720

4TH OF JULY
COMMITTEE:

Charles Treas of the 4th of July Committee came before the Mayor and Board of Aldermen to request funds for the purchase of the fireworks to be used for 4th of July celebration. It was moved by Alderman Franklin, seconded by Alderman Baker to authorize \$5,000.00 from the 2% Food and Beverage Funds for the fireworks. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR
BIDS FOR CHEMICALS:

Upon the request of David Bennett, it was moved by Alderman Bounds, seconded by Alderman Jones to authorize advertisement for bids for chemicals for the Water Plant for the next year. All the aldermen voting aye, Mayor Leslie declared the motion carried

I.A.I. SPRING
CONFERENCE:

Upon the recommendation of Chief Bramlett, it was moved by Alderman Howell, seconded by Alderman Sharpe to authorize Detective Ed Hood and Cpt. Charles Jenkins to attend I.A.I. Spring Conference in Biloxi, March 30 - April 2, 1997 with a registration fee of \$125.00 each. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MS ASSOCIATION OF
POLICE CHIEF'S
CONFERENCE:

It was moved by Alderman Franklin, seconded by Alderman Jones to authorize Chief Bramlett to attend the MS Association of Police Chief's Conference in Jackson, April 7-11, 1997 with a fee of \$150.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

BOY SCOUT TROOP #104:

Members of Boy Scout Troop #104 were welcomed to the meeting.

ANNOUNCEMENT:

Alderman Franklin congratulated the Oxford High School Girl's Basketball Team who won today in Jackson. They now play for the State Championship on Friday. Alderman Howell has a daughter on the team.

APPOINTMENT TO
THE TREE BOARD:

It was moved by Alderman Sharpe, seconded by Alderman Bounds that the appointments to the Tree Board take into consideration that three of the members should be persons who have a background in the nature of horticulture and that once the persons are named that the tree sub-committee take the names and decide the length of appointment for each one. All the aldermen voting aye, Mayor Leslie declared the motion carried. The following persons were named to serve on the Tree Board:

Mary Dendy
Eva Neumaier
Seth Dabney
Nancy Joy
Nan Davis
Buddy Faulkner

Only six were named. The seventh one will be added at the next meeting.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

WIDENING JACKSON AVENUE:

Concerned citizens of Oxford pro and con were present to express their ideas concerning the project to widen West Jackson Avenue. Discussion was allowed for an hour and one-half. It was moved by Alderman Franklin, seconded by Alderman Howell to accept the low bid of Oxford Sand Co., Inc., in the amount of \$1,538,713.89 for the construction of grading, drainage, base, pavement and erosion control on approximately 1.225 KM of Jackson Avenue, for the City of Oxford, known as City of Oxford Project No. 9245(1) and to authorize the Mayor to execute the Contract Documents. The vote was as follows:

Voting aye - Franklin, Howell, Bounds Jones

Voting no - Magee, Baker, Sharpe

Mayor Leslie declared the motion carried

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.

Virginia H. Chrestman, City Clerk

John Leslie, Mayor

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

March 18, 1997

7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, March 18, 1997 in the Courtroom of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia Chrestman - City Clerk

Ben Smith - Director of Planning &
Development

David Bennett - Public Works Director

Shirley Michael - Superintendent of
Solid Waste

Johnny Earnest - Superintendent of
Oxford Electric

Billy Lamb - Superintendent of Building
& Grounds

James Ragon - City Shop Foreman

Jerry Johnson - Assistant Fire Chief

Steve Bramlett - Chief of Police

Debbie McLarty - City Tax Assessor

AGENDA:

It was moved by Alderman Howell, seconded by Alderman Bounds to adopt the Agenda for the meeting. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

MINUTES:

It was moved by Alderman Bounds, seconded by Alderman Sharpe to approve the Minutes with corrections as follows: Page 91 - The motion by Alderman Sharpe was that the tree subcommittee meet and make a recommendation to the full board concerning the term of office for the Tree Board members. Also on page 91, Boy Scout Troop 144 was in attendance, not 104. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ACCOUNTS:

It was moved by Alderman Howell, seconded by Alderman Jones to authorize payment of the Accounts as presented. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

TREE BOARD APPOINTMENT:

Alderman Bounds nominated John Arrechea. Alderman Sharpe nominated Joe Symons. The vote was as follows:

Voting for Arrechea - Bounds, Jones
Howell

Voting for Symons - Sharpe, Baker,
Magee

Alderman Franklin - Absent

Mayor Leslie broke the tie by voting for John Arrechea.

AIR CONDITIONING PROBLEMS
ANIMAL SHELTER:

Alderman Sharpe stated that before the discussion begins, that he would recuse himself from discussion and voting on this matter as he could have an appearance of a conflict of interest.

Billy Lamb reported on the air conditioning at the Animal Shelter. The units are window units and the cat and dog hair stop them up and they do not function properly. He had estimates for a central unit.

AIR CONDITIONING CONTINUED:

Also there is a need for additional storage for the food for the animals. It was decided to continue to study this problem and put on the Agenda for the next meeting.

NEEDED REPAIRS
FOR CITY HALL:

Billy Lamb, Superintendent of Buildings and Grounds went over a list of needed repairs to the City Hall building. The roof is leaking. Insulation is needed. New tables in the Courtroom are needed. The steps entering the front of the building are cracked. Windows in the attic are falling out. The building needs to be water proofed. He has obtained estimates for most of the repairs needed. Mayor Leslie requested that each alderman come by and get with Billy to get a first hand view of the problems pointed out. It was moved by Alderman Howell, seconded by Alderman Baker to authorize advertisement for bids for fixing the roof with a rubber roof. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT OF WATER
SERVICE TECHNICIANS:

Upon the recommendation of David Bennett, it was moved by Alderman Bounds, seconded by Alderman Jones to authorize the employment of Chris Owen for Wastewater Technician and Michael McEwen for Water Service Technician at an hourly rate of \$8.25. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

AMEND BUDGETS:

The street light budget does not have sufficient money to cover the cost of public utilities at the average for the past five months. It needs to be increased \$25,000.00. Discussion was held on this request and no action was taken. Request to amend Water and Sewer budgets were discussed. As it was not written out for board member to look at, it was requested that this request come back at the next meeting. It was then moved by Alderman Sharpe, seconded by Alderman Bounds to amend the Personnel Budget of the Transmission and Distribution budget to increase \$11,678.00 for Personnel in order to hire the additional person requested. The funds can be shifted from other categories in the Water and Sewer budget. The vote was as follows:

Voting aye - Jones, Bounds, Baker, Magee, Sharpe

Voting no - Howell

Being absent - Franklin

Mayor Leslie declared the motion carried.

GANG SEMINAR
JACKSON, MS:

Upon the request of Chief Bramlett, it was moved by Alderman Jones, seconded by Alderman Sharpe to authorize two Police Officers to attend a Gang Seminar in Jackson, on April 14th with a registration fee of \$105.00 each. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

EXPENDITURE
FROM DARE FUND:

Upon the request of Chief Bramlett, it was moved by Alderman Bounds, seconded by Alderman Jones to authorize the purchase of a computer from the DARE funds at the same rate as the ones purchased for Narcotics (\$1,398.00) so that Officer Moore can be on-line with State Dare Officials. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

LETTER OF RETIREMENT
DEBBIE T. MCLARTY:

It was moved by Alderman Howell, seconded by Alderman Jones that we accept with regrets the retirement of Debbie McLarty. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

Mayor Leslie went over the duties that Debbie performs and suggested that a committee be named consisting of Virginia, Shirley and a couple of aldermen to recommend the type person we are looking for. Alderman Magee and Alderman Baker agreed to serve as the Aldermen representatives to the committee.

It was moved by Alderman Baker, seconded by Alderman Howell that on behalf of the City that we issue a Proclamation of Commendation for her for a great misunderstanding of her position and she had done a wonderful job and has not received the credit due. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT:

It was moved by Alderman Bounds, seconded by Alderman Jones to authorize payment of the Electric Department Accounts as presented. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

TVPPA ANNUAL CONFERENCE
MAY 19-21, 1997:

It was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize Johnny Earnest to attend the TVPPA Annual Conference, May 19-21, 1997 with a registration fee of \$340.00. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

TVPPA LINEMAN APPRENTICESHIP
CORRESPONDENCE PROGRAM, UNIT II:

It was moved by Alderman Sharpe, seconded by Alderman Bounds to authorize Benjie Hanks to enroll in TVPPA Lineman Apprenticeship Correspondence Program, Unit II, at a cost of \$380.00. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS
FOR SWITCHGEAR
AND TRANSFORMERS:

Pursuant to the Public Notice in The Oxford Eagle on February 19 and 26, 1997, the following bids were received and opened at 10:00 a.m. for pad-mounted transformers and switchgear for the Electric Department:

DEMENT—MERIDIAN 57-8720

CITY OF OXFORD, MISSISSIPPI
ELECTRIC DEPARTMENT

TABULATION OF BIDS RECEIVED ON 3/18/97
FOR
PADMOUNTED SWITCHGEAR

BID ITEM NO. 1 - TYPE 9

BIDDER	MANUFACTURER CATALOG NO.	DELIVERY DATE	TOTAL BID PRICE
TVESCO, Inc.	Cooper Power	10-12 wks	20,612.00
Electric Suppliers Co.	Cooper Power	10-12 wks	19,788.00

I hereby certify that this is a true and correct copy of all bids received for this equipment on March 18, 1997.


Ernest B. Deas

 **DEAS ENGINEERING**
STARKVILLE, MISSISSIPPI

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

CITY OF OXFORD, MISSISSIPPI
ELECTRIC DEPARTMENT

TABULATION OF BIDS RECEIVED ON 3/18/97
FOR
PADMOUNTED TRANSFORMERS

BID ITEM NO. 1 - 2,000 KVA TRANSFORMER

BIDDER	MANUFACTURER	DELIVERY DATE	TOTAL BID PRICE
TVESCO, Inc.	Cooper Power	16 wks	15,483.00
Howard Industries	Howard Industr	14-16 wks	13,390.00
Diversified Electric	ABB	8-10 wks	15,200.00

BID ITEM NO. 2 - 2,500 KVA TRANSFORMER

BIDDER	MANUFACTURER	DELIVERY DATE	TOTAL BID PRICE
TVESCO, Inc.	Cooper Power	16 wks	18,045.00
Howard Industries	Howard Industr	14-16 wks	16,233.00
Diversified Electric	ABB	8-10 wks	17,300.00

I hereby certify that this is a true and correct copy of all bids received for this equipment on March 18, 1997.



DEAS ENGINEERING
STARKVILLE, MISSISSIPPI

Ernest B. Deas
Ernest B. Deas

DEMENT—MERIDIAN 57-8720

BIDS CONTINUED:

It was moved by Alderman Bounds, seconded by Alderman Sharpe to accept the low bidder on each item. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

LANDSCAPING AND
TREE COMMITTEE:

It was moved by Alderman Magee, seconded by Alderman Sharpe that a committee be established to look into the possibility of spending some of the 2% Food and Beverage Funds to insure that Jackson Avenue has trees and beauty in keeping with our community and that the committee be made up of City Planner, Public Works Director, three members of the board, and the chairman of the new tree board, when the chairman has been determined be involved in the committee. All the aldermen present voting aye, Mayor Leslie declared the motion carried. Alderman Sharpe, Alderman Baker and Alderman Magee agreed to serve on the committee from the board.

STREET BARRICADES FOR
DOUBLE DECKER FESTIVAL:

Upon the request of Chief Bramlett, it was moved by Alderman Sharpe, seconded by Alderman Baker to authorize the expenditure of \$177.60 from the 2% Food and Beverage Funds to purchase material to build saw horses to be used as barricades to block the streets in conjunction with the Double Decker Festival. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

DEMENT—MERIDIAN 57-8720

4TH OF JULY FIREWORKS:

Jerry Johnson of the Oxford Fire Department reported that since the last board meeting they have obtained information from the company to supply the wooden pegs for the racks from which to fire the fireworks has stated that we must purchase 5 cases as a minimum order of the wooden plugs and they want to be paid in advance of the shipment. It was moved by Alderman Baker, seconded by Alderman Howell to authorize payment to Boltz Manufacturing Company in the amount of \$329.00 for 5 cases of wood plugs from the 2% Food and Beverage Funds. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

RETAINING WALL
1012 SOUTH 11TH
STREET - BASIL RICHMOND:

Basil Richmons, 1012 South 11th Street came before the Mayor and Board to request permission to build a 15 inch retaining wall that will touch the sidewalk. The water meter will have to be moved about a foot. David Bennett explained that there is no problem with moving the water meter and it could probably be done at no charge unless additional pipe is required and then Mr. Richmond will be charged for moving the water meter. David requested that Mr. Richmond sign an agreement that the city is not responsible for the retaining wall and if at any time it needs to be moved there will be no problem with it.

RETAINING WALL CONTINUED:

It was moved by Alderman Baker, seconded by Alderman Bounds to authorize the request of Mr. Richmond provided that Mr. Richmond executes the proper agreement. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

PAT PATTERSON
UNIVERSITY SPORTING GOODS:

Pat Patterson of University Sporting Goods came before the Mayor and Board of Aldermen to request that his sanitation fee be \$35.00 per month. For the past three years he has been paying \$105.00 per month sanitation because the building has three electric meters. It is not rental property. It is almost prohibitive to rewire the building and have one electric meter. He discussed this matter with Shirley Michael and Mayor Leslie and they informed him of City Policy that if you have an electric meter, you have a sanitation bill. Mayor Leslie explained that this is an on going problem in the city. We need to do some more research to see if we can come up with a solution.

WATER BILL
MILDRED OSWALT:

Mildred Oswalt of the Old Taylor Road Trailer Park came before the Mayor and Board of Aldermen concerning a high water bill because there was a broken pipe between the city limits and trailer park. She had an adjustment in March of 1996. It was explained that city policy does not allow for more than one adjustment in a 12-month period. No action was taken on this matter as policy is being met.

DEMENT—MERIDIAN 57-8720

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Jones to consider an Executive Session for Personnel Matter. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Bounds, seconded by Alderman Sharpe to remain in Executive Session to discuss two Personnel Matters. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

REGULAR SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Bounds to return to Regular Session. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT
DEPUTY CITY CLERK
ACCOUNTANT COMPUTER OPERATOR:

It was moved by Alderman Jones, seconded by Alderman Baker to authorize the employment of Leronda Dennis Savage as Deputy City Clerk/Accountant-Computer Operator at an annual salary of \$25,000.00 with employment to begin April 1, 1997 or as soon as she can begin. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

PERSONNEL MATTER:

Mayor Leslie explained to Johnnie Webb that Billy Lamb is his boss and a system of certain hours is to be developed for Johnnie Webb to work at the Police Department. He further stated that overseeing the prisoners assigned to work will be supervised by Billy.

PERSONNEL MATTER
CONTINUED:

Mayor Leslie explained that we need to do a better job of cleaning up our facilities and that Billy is to direct the work. It was also explained to Johnnie Webb that Billy Lamb is his chain of command and if he has a problem with it, Johnnie can go to the Mayor. This will be evaluated in four months.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.



Virginia H. Chrestman, City Clerk



John Leslie, Mayor

DEMENT—MERIDIAN 57-8720

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

April 1, 1997

7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, April 1, 1997 in the Courtroom of City Hall when and where the following were present:

Devon Jones, Mayor Pro Tempore - Presiding
 H. C. Franklin - Alderman Ward II
 John Bounds - Alderman Ward III
 Ulysses Howell - Alderman Ward IV
 William Baker - Alderman Ward V
 David Magee - Alderman Ward VI
 Tom Sharpe - Alderman At-Large
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Steve Bramlett - Chief of Police
 Terry McDonald - Fire Chief
 James "Bo" Ragon - City Shop Foreman
 Tom Echols - General Foreman
 Ben Smith - Director of Planning & Development
 David Bennett - Public Works Director
 Debbie McLarty - City Tax Assessor
 Billy Lamb - Superintendent of Buildings & Grounds

AGENDA:

It was moved by Alderman Baker, seconded by Alderman Franklin to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Pro Tem Jones declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of March 18, 1997 were approved as printed.

ACCOUNTS:

It was moved by Alderman Franklin, seconded by Alderman Howell to authorize approval for payment the Accounts as presented. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize payment of the Electric Department Accounts as presented. All the aldermen voting aye, motion carried.

TABULATION OF
AUDITORIUM PROJECTION
SYSTEM FOR LIBRARY:

Pursuant to the Public Notice in The Oxford Eagle on February 28 and March 3, 1997, the following bids were received and opened:

TABULATION OF BIDS FOR PROJECTION SYSTEM FOR LIBRARY

Morrison Brothers Music Jackson, MS	\$12,411.99 with 40 watt \$12,761.00 with 100 watt
ProConcert Services Tupelo, MS	\$13,820.00 with 40 watt \$13,920.00 with 100 watt

It was moved by Alderman Sharpe, seconded by Alderman Howell to accept the bid of Morrison Brothers Music for the 100 watt system in the amount of \$12,761.00 to be paid for from the 2% Food and Beverage Funds. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

TABULATION OF BIDS
FOR UNIFORMS FOR
POLICE DEPARTMENT:

Pursuant to the Public Notice in The

Oxford Eagle on February 13 and 20,

1997, the following bids were received
and opened:

ITEM	MID-SOUTH UNIFORM	MISSISSIPPI POLICE SUPPLY	ROPER POLICE SUPPLY
1. LONG SLEEVE SHIRT -NAVY	\$29.85	NO BID	NO BID
2. SHORT SLEEVE SHIRT-NAVY	\$26.87	NO BID	NO BID
3. LONG SLEEVE SHIRTS-WHITE	\$29.85	NO BID	NO BID
4. SHORT SLEEVE SHIRT-WHITE	\$26.87	NO BID	NO BID
5. TROUSERS-NAVY	\$25.75	NO BID	NO BID
6. TACTICAL BDU TROUSERS-BLACK	\$26.49	\$22.50	NO BID
7. TACTICAL BDU BLOUSE-BLACK	\$26.49	\$22.50	NO BID
8. NECK TIES	\$2.61	\$3.00(18")/\$3.25 (20")	NO BID
9. JACKET	\$138.46	NO BID	NO BID
10. RAINCOAT	\$40.30	\$17.00	\$38.95
11. HANDCUFFS	\$22.96	\$20.20	\$16.76
12. BOOTS = 9090 ACME	\$78.36	NO BID	NO BID
13. BOOTS ROCKY 911-127	\$81.34	\$62.00	NO BID
14. SHOES LOW QUATER	\$59.70	NO BID	NO BID
15. WHISTLE -SILVER	\$3.81	\$3.20	\$1.95
16. WHISTLE-GOLD	\$4.93	\$3.50	\$1.95
17. WHISTLE CHAIN-SILVER	\$4.03	\$1.00	\$2.25
18. WHISTLE CHAIN-GOLD	\$4.03	\$1.25	\$2.25
19. PINCH CLIP	NO BID	NO BID	NO BID

ITEM	MID-SOUTH UNIFORM	MISSISSIPPI POLICE SUPPLY	ROPER POLICE SUPPLY
20. BADGE B-38 SILVER	\$31.34	\$25.90	\$28.77
BADGE B-296-SILVER	\$32.84	\$27.90	\$30.14
BADGE B-296-GOLD	\$36.57	\$32.90	\$33.57
21. SHOULDER PATCHES	\$1.67	NO BID	NO BID
22. TIE TACK-GOLD	\$3.73	\$4.95	\$5.10
TIE TACK-SILVER	\$3.73	\$4.95	\$5.10
23. COLL. INSIGNIA "O.P.D. GOLD	\$6.93	\$5.93	\$5.73
COLL. INSIGNIA "O.P.D." SILVER	\$6.93	\$5.75	\$5.73
24. COLL. INSIGNIA "MISS" GOLD	\$5.58	\$7.00	\$4.56
COLL. INSIGNIA "MISS" SILVER	\$5.58	\$7.50	\$4.56
25. COLL. DEVICE SGT. MINITURE	\$3.51	\$3.30	\$4.47
COLL. DEVICE SGT. LARGE	\$3.51	\$3.30	\$4.47
26. COLL. DEVICE CPL. MINITURE	\$3.51	\$3.30	\$4.47
COLL. DEVICE CPL. LARGE	\$3.51	\$3.30	\$4.47
27. COLL. DEVICE PVT. MINITURE	\$3.51	\$3.30	\$4.47
COLL. DEVICE PVT. LARGE	\$3.51	\$3.30	\$4.47
28. COLL. DEVICE LT. MINITURE	\$3.73	\$3.50	\$4.75
COLL. DEVICE LT. LARGE	\$3.73	\$3.50	\$4.75
29. COLL. DEVICE CPT. MINIATURE	\$3.73	\$3.50	\$4.75

ITEM	MID-SOUTH UNIFORMS	MISSISSIPPI POLICE SUPPLY	ROPER POLICE SUPPLY
COLL. DEVICE CPT. LARGE	\$3.73	\$3.50	\$4.75
30. COLL. DEVICE MAJ MINITURE	\$5.11	\$9.50	\$4.75
COLL. DEVICE MAJ LARGE	\$5.28	\$9.50	\$4.75
31. COLL. DEVICE CHIEF MINITURE	\$12.00	\$9.50	\$14.35
COLL DEVICE CHIEF LARGE	\$12.00	\$10.50	\$15.77
32. BATON PR-24 STS	\$40.00	\$47.00	\$43.98
33. BATON, ASP	\$50.00	\$49.00	\$41.85
34. BATTERY STICKS	\$31.99	\$21.00	\$24.90
35. ROAD SPIKE DEVICE	NO BID	\$350.00	\$529.00
36. LEATHER FRISK GLOVES	\$44.27	\$28.00	\$23.87
37. FINGER PRINT/BASIC	NO BID	NO BID	\$26.12
38. NYLON CUFFS	\$1.17	\$1.00	\$0.76
39. TRAFFIC VESTS	\$16.31	\$11.00	\$9.93
40. TRAFFIC CONES	NO BID	\$9.00	\$9.10
41. BARRICADE TAPE	\$15.00	\$9.15	\$10.45
42. PISTOL BELT	NO BID	\$20.50	\$24.12
43. DUTY HOLSTER	NO BID	\$40.95	\$48.79
44. HANDCUFF CASE	NO BID	\$11.00	\$12.97
45. BELT KEEPERS	NO BID	\$2.75	\$3.21

ITEM	MID-SOUTH UNIFORM	MISSISSIPPI POLICE SUPPLY	ROPER POLICE SUPPLY
46. D-CELL RING	NO BID	\$4.25	\$4.79
47. RADIO CASE	NO BID	\$23.75	\$28.19
48. PR-24 BATON RING	NO BID	\$4.80	\$5.59
49. DOUBLE MAG POUCH	NO BID	\$13.50	\$15.79
50. HOLSTER CONCEALMENT	\$26.80	\$27.00	\$24.06
51. TOTE BAG	NO BID	\$10.50	\$11.78

BIDS CONTINUED:

It was moved by Alderman Franklin, seconded by Alderman Bounds to accept the low bid on each item. All the alderman voting aye, Mayor Protempore Jones declared the motion carried.

AIR CONDITIONING
ANIMAL SHELTER:

This matter was continued from the last meeting. Alderman Sharpe recused himself from discussion and voting on this matter as he could have the appearance of having a conflict of interest. Billy Lamb presented quotes for Central Heating and Air Conditioning for the Animal Shelter. Lovette Heating \$3,350.00 and Walker Electric \$3,166.77. The current system is not adequate and what is there is working as hard as it can. Billy explained that money was not budgeted for this item. It was moved by Alderman Baker, seconded by Alderman Magee to accept the low quote of Walker Electric in the amount of \$3,166.77 and pay for it from the General Government Capital Improvement Fund. The vote was as follows:

Voting aye - Franklin, Bounds, Howell,
Baker, Magee, Jones

Not voting - Sharpe

Motion carried.

FIREWORKS SCHOOL
BIRMINGHAM:

Upon the request of Chief McDonald, it was moved by Alderman Sharpe, seconded by Alderman Baker to authorize expenses of Fire Department Personnel to go to Birmingham on April 4, 1997 to get instructions for shooting the Fireworks for the Fourth of July. All the aldermen voting aye, motion carried.

SPRINKLER HEADS
ON CITY R-O-W:

David Bennett discussed with the board that a policy is needed to address requests of citizens who are installing irrigation systems on City r-o-w. City crews may or may not know that sprinkler heads are on the right-ofpway. A committee of David, Shirley, Ben and Ed was appointed to prepare a proposed policy or ordinance for consideration by the board.

LONG RANGE PLANNING:

Alderman Baker made the following statement:

Long Range Comprehensive Planning
for Oxford, Mississippi

The need is becoming more and more evident for a long range plan to guide Oxford's growth, to provide for the revitalization of neglected areas, to protect areas having historical significance, to insure the compatibility of development in residential areas and to allow City leaders the opportunity to analyze municipal growth strategies. A Comprehensive Plan includes those elements necessary for the leaders of this City to use in making informed decisions within a long range, planned context. Paul Duffy, now deceased, and former planning commission chairman recognized these needs over ten years ago and encouraged the City to initiate the preparation of a Comprehensive Plan for our community. As witnessed at last weeks "Town Hall" meeting, our citizens are growing increasingly concerned over potential developmental conflicts with the environment and existing land uses. Our community needs and deserves a long range comprehensive plan to guide us into the 21st century.

The elements typically included in a Comprehensive Plan are:

- Existing land use plan
- Future land use plan
- Transportation and traffic plan
- Housing analysis and recommendations
- Commercial and industrial element
- Public facilities plan
- Capital expenditure plan
- Environmental and conservation element
- Noise abatement and control
- Waste management and
- Municipal expansion considerations

I believe we as elected representatives of Oxford need to listen to our constituents and initiate a long overdue program aimed at addressing these important community concerns. Our last Comprehensive Plan was prepared in 1970. This plan is over 25 years old and for all practical purposes, is useless. It is both necessary and prudent for this Board to initiate action allowing us to meet the mandate of our Citizens by authorizing the preparation of this much needed long range, comprehensive planning effort. It is my opinion that we as the Board of Aldermen, need to be more informed about the comprehensive planning process such as: exactly what is involved, how long it will take and how much it will cost.

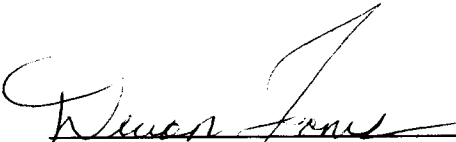
Therefore, I make a motion for this Board to initiate the Comprehensive Planning process by soliciting proposals from qualified planning consultants and appoint John Bounds, Devon Jones, and myself to a committee to bring back at the next meeting recommendations.

DEMENT—MERIDIAN 57-8720

ADJOURN:

It was moved an seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


Devon Jones, Mayor Protempore

DEMENT-MERIDIAN 57-8720

UNITED STATES OF AMERICA
 STATE OF MISSISSIPPI
 COUNTY OF LAFAYETTE
 CITY OF OXFORD

April 10, 1997

9:00 a.m.

The following Notice was served by Officers from the Oxford Police Department and a copy was posted on the front door of City Hall:

NOTICE OF SPECIAL MEETING
 OF THE MAYOR AND BOARD OF ALDERMEN
 OF THE CITY OF OXFORD

Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, John O. Leslie, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS to a SPECIAL MEETING to be held Thursday, April 10, 1997 at 9:00 a.m. for the transaction of important business. The business to be acted upon at the Special Meeting is consideration of the following:

1. To authorize advertisement for Deputy Clerk and to assign additional duties to present personnel and compensation of all.

This the 9th day of April, 1997.

John O. Leslie
 JOHN O. LESLIE, MAYOR

I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman Devon Jones on 09 April 97 at 1901 a.m./p.m.

Chris Roberts

I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman H. C. Franklin on 9 Apr 97 at 4:08 a.m./p.m.

Jimmy M. Williams

I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman John W. Bounds on 9 Apr 97 at 4:40 a.m./p.m.

Jimmy M. Williams

I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman (Coach) Ulysses Howell on 9 April 97 at 4:31 a.m./p.m.

Jimmy M. Williams

I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman Dr. William C. Baker on 09 April 97 at 1916 a.m./p.m.

Ch Roberts

I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman David Magee on 9 Apr 97 at 4:37 a.m./p.m.

Jimmy M. Williams

I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman Dr. Tom Sharpe on 9 Apr 97 at 4:24 a.m./p.m.

Jimmy M. Williams

CALL TO ORDER:

Pursuant to the Notice of Special Meeting on April 9, 1997, the Mayor and Board of Aldermen did meet on April 10, 1997 at 9:00 a.m. in City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 Devon Jones - Alderman Ward I
 H. C. Franklin - Alderman Ward II
 John Bounds - Alderman Ward III
 Ulysses Howell - Alderman Ward IV
 William Baker - Alderman Ward V
 David Magee - Alderman Ward VI
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 David Bennett - Public Works Director
 G. A. Liles - Major, Oxford Police Dept.
 Shirley Michael - Superintendent of
 Solid Waste

JOB DUTIES:

The committee appointed by the board to look into duties performed by Debbie McLarty made a report to the board. The committee feels that Tax Assessing is no longer a major job for the city as the tax data is received from the County and logged on city computer, that there is no need for a special department for that purpose. Other duties of insurance, privilege licenses and back tax reports can be reassigned to present personnel and employ one entry level deputy clerk to assist.

It was moved by Alderman Howell, seconded by Alderman Baker to increase the pay of Hattie Simmons and Mary Bishop by \$50.00 each per pay period effective April 10, 1997 to assume extra duties. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

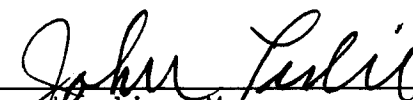
ADVERTISEMENT FOR
DEPUTY CLERK:

It was moved by Alderman Baker, seconded by Alderman Magee to authorize advertisement for employment of a Deputy Clerk at the rate of \$7.50 per hour with minimum qualifications of computer knowledge, telephone skills, people skills and cashier abilities. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

April 15, 1997

7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, April 15, 1997 in the Courtroom of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia Chrestman - City Clerk

Steve Bramlett - Chief of Police

Terry McDonald - Fire Chief

James "Bo" Ragon - City Shop Foreman

Billy Lamb - Superintendent of Buildings
& Grounds

Ben Smith - Director of Planning &
Development

Shirley Michael - Superintendent of
Solid Waste

Johnny Earnest - Superintendent of
Oxford Electric

David Bennett - Public Works Director

AGENDA:

It was moved by Alderman Bounds, seconded by Alderman Howell to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor LEslie declared the motion carried.

MINUTES:

There being no additions, or corrections, the Minutes of April 1 and April 10, 1997 were approved as printed.

ACCOUNTS:

It was moved by Alderman Franklin, seconded by Alderman Sharpe to authorize payment of the Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

REQUEST FOR FENCE
ON CITY R-O-WAY AT
414 NORTH 11th:

There came on for consideration a request of Miriam Knowlton Weems to construct a fence on City R-O-W at 414 North 11th Street. She was represented by her son at the meeting. Ben Smith advised that the height of the fence to be constructed is before the Planning Commission for a Variance. It was moved by Alderman Sharpe, seconded by Alderman Franklin to continue this request until after the Planning Commission has acted. All the aldermen voting aye, Mayor Leslie declared the motion carried.

YOKNAPATAWPHA ARTS
COUNCIL REQUEST:

Jeffrey White, Executive Director of the Yoknapatawpha Arts Council came before the Mayor and Board of Aldermen to request funds up to \$1900.00 for attending United Arts Fund Seminar, June 5-10, 1997. Mr. White advised that after he placed the item on the Agenda he has received some funds from the University and now is requesting up to \$1150.00. It was moved by Alderman Sharpe, seconded by Alderman Baker to approve the request of up to \$1150.00 to be paid from 2% Food and Beverage Funds. The vote was as follows:

YOKNAPATAWPHA ARTS CONTINUED:

Voting aye - Sharpe, Baker, Magee

Voting no - Jones, Franklin, Bounds,
Howell

Motion failed.

CONCERNED CITIZENS
FOR OXFORD:

Guy Gillespie came before the Mayor and Board of Aldermen to speak on behalf of a large group of concerned citizens for Oxford, who are concerned about the future of Oxford and the quality of life. Mr. Gillespie requested that the board consider other ideas to make the Jackson Avenue Project better, safer, cheaper and more attractive and still fulfill the traffic flow. He had a proposed drawing with the project being less lanes than the proposed five and a median in the center to be landscaped. After listening for over an hour, no action was taken.

ORDINANCE 1997-4:

It was moved by Alderman Bounds, seconded by Alderman Jones to adopt Ordinance 1997-4, "AN ORDINANCE REGULATING THE USE OF STREET RIGHT-OF-WAYS WITHIN THE CITY OF OXFORD, MS". Said Ordinance is recorded in Ordinance Book 5 at pages 383-384. All the aldermen voting aye, Mayor Leslie declared the motion carried and the Ordinance adopted.

TABULATION OF BIDS
FOR CHEMICALS FOR
PUBLIC WORKS DEPARTMENT:

Pursuant to the Public Notice in the Oxford Eagle on March 10 and 17, 1997, the following bids were received and opned at 2:00 p.m.:

BIDS CONTINUED:TABULATION OF BIDS FOR
WATER AND WASTEWATER CHEMICALS

APRIL 15, 1997

Granulated Sodium Fluoride:

HARCROS CHEMICALS	\$.64.LB.	(LOW BID)
P.B. & S. Chemicals	\$.69/lb.	
Ideal Chemical	\$.72/lb.	

Chlorine Cylinders - 150 Lbs:

HARCROS CHEMICAL	\$.38/LB.	(LOW BID)
Ideal Chemical	\$.395/lb.	
P.B.& S. Chemical Co.	\$.45/lb.	

Hydrated Lime:

IDEAL CHEMICAL	\$.08/LB.	(LOW BID)
P.B. & S. Chemical Co.	\$.10/lb.	
Harcros Chemical	No Bid	

Chlorine Cylinders - 1 Ton:

HARCROS CHEMICAL	\$.1975/LB.	(LOW BID)
P.B. & S. Chemical Co.	\$.225/lb.	
Ideal Chemical	No Bid	

Sulfur Dioxide - 1 Ton:

P.B. & S. CHEMICAL CO.	\$.225/LB.	(LOW BID)
Harcros Chemical	\$.28/lb.	
Ideal Chemical	No Bid	

BIDS CONTINUED:

It was moved by Alderman Jones, seconded by Alderman Bounds to accept the low bid on each item. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TURN LANE
ELLIOTT DRIVE
AND SOUTH LAMAR:

David Bennett, Public Works Director, presented a proposed plan for a turning lane at Elliott Drive and South Lamar. It was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize a Change Order to the Belk Street Project to extend the turn lane at Elliott Drive and South Lamar as outlined by Mr. Bennett and to authorize payment of the Change Order from the Street Department funds. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SEWER LINE
MCELROY DRIVE:

David Bennett, Public Works Director discussed with the Board the need for a new sewer line on McElroy Drive as there is no line on the side of the road to serve the new water plant and also a proposed church. The church will pay for one manhole and the boring of the road. The city will obtain quotes for the labor to lay the sewer with the city furnishing the manhole and the pipe. It was moved by Alderman Bounds, seconded by Alderman Franklin to authorize David Bennett to proceed as outlined. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SEWER LINE CONTINUED:

A new easement has been requested from Jack McCormick in connection with the proposed line and we are offering to Quit Claim back to Mr. McCormick an easement he gave the city in 1984 if he will give the new easement. It was moved by Alderman Bounds, seconded by Alderman Franklin to authorize the Mayor to execute the Quit Claim once Mr. McCormick has agreed to the new easement. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TRAFFIC SIGNAL
HERITAGE DRIVE:

Johnny Earnest, Superintendent of the Oxford Electric Department discussed a proposed drawing for a traffic signal at Heritage Drive - Harris Drive. It would be fully automated. This has been discussed with Larry McAlexander, developer of Heritage Drive and T. W. Elliott of Elliott and Britt. Mr. McAlexander was not present, but had indicated to Mr. Earnest that he would complete Heritage Drive to Anderson Road in an effort to help move the traffic in that area. This matter was continued until the next meeting.

MATCHING GRANT
TVA:

Upon the request of Johnny Earnest, it was moved by Alderman Sharpe, seconded by Alderman franklin to authorize the City of Oxford Electric Department to issue a check in the amount of \$1,250.00 to match the same amount of TVA to purchase a computer for the Oxford-Lafayette County Library to be used in the Genealogy Department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Howell to authorize payment of the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

LETTER OF RESIGNATION
WARREN KEY:

It was moved by Alderman Sharpe, seconded by Alderman Baker to accept the resignation of Warren Key from the Fire Department effective April 13, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT
LARRY DALE MCKINNEY, JR:

Upon the recommendation of Chief McDonald it was moved by Alderman Howell, seconded by Alderman Bounts to employ Larry Dale McKinney, Jr., as Fire Fighter with a start date in two weeks with the understanding that he move to Lafayette County within his six month probation period. Starting salary is \$711.50 bi-weekly for the first six months; \$735.50 bi-weekly for the second six months and \$761.50 bi-weekly after one year. All the aldermen voting aye, Mayor Leslie declared the motion carried.

DEMENT—MERIDIAN 57-8720

ARSON INVESTIGATION
SCHOOL:

It was moved by Alderman Franklin, seconded by Alderman Jones to authorize three (3) Fire Fighters to attend Arson Investigation School in Tupelo, May 17 and 18, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT
PATROLMAN:

Upon the recommendation of Chief Bramlett, it was moved by Alderman Franklin, seconded by Alderman Bounds to authorize the employment of Jason Scott Slayton as Patrolman on the condition that he move to Oxford within the six month probation period. Mr. Slayton is already certified. Effective date of employment is April 21, 1997. Starting salary is \$738.48 bi-weekly. All the aldermen voting aye, Mayor Leslie declared the motion carried.

POLICE DEPARTMENT
AIR CONDITIONING:

Chief Bramlett and Billy Lamb discussed with the board the needed repairs for the air conditioning units at the Police Department. Two units are bad and need to be replaced. It was moved by Alderman Baker, seconded by Alderman Franklin to authorize advertisement for bids for two new units for air conditioning the Police Department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

LANDSCAPING AND TREE
COMMITTEE AND TERMS
OF TREE BOARD:

David Magee requested that these matters be continued as the chairman of the tree board is to serve on the Landscape Committee and the chairman has not been selected until the term of service has been established.

COMMITTEE ON
PLANNING:

Alderman Baker advised that the committee had met and it was the consensus of the committee that we do nothing until after the new board of aldermen is selected.

BUDGET AMENDMENT:

Upon the request of David Bennett, it was moved by Alderman Bounds, seconded by Alderman Franklin to amend the Budget as follows:

HIGHWAY & STREET MAINT:

201-555	45,000.00
201-630	240,000.00
201-720	175,000.00

And that the extra \$25,000.00 on line 201-630 come from beginning cash.

WATER & SEWER BUDGET:

650-720	\$850,000.00
673-700	35,000.00
675-555	30,000.00
675-575	55,000.00
675-720	20,000.00

All the aldermen voting aye, Mayor Leslie declared the motion carried.

CITY SHOP:

Mayor Leslie appointed the following committee to work with City Shop Foreman Bo Ragon concerning EPA upgrades and changes at the City Shop:

Ben Smith
Alderman H. C. Franklin
Alderman Ulysses Howell
Shirley Michael

OXFORD HOUSING AUTHORITY:

Phyllis Johnson, Executive Director of the Oxford Housing Authority came before the Mayor and Board to request that she be allowed to cut some dead trees near the new fence at Riverside Place. Ms. Johnson was advised that this request should go to the new tree board and she is to work with Billy Lamb on this matter.

It was moved by Alderman Bounds, seconded by Alderman Jones to accept the dedicated streets of Willow Knowl and Laurel Cove upon receipt of the proper documents from the OHA attorney. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PAT PATTERSON
UNIVERSITY SPORTING GOODS:

Pat Patterson came before the Mayor and Board of Aldermen concerning a matter he brought to the board at a previous meeting concerning rate he is being charged for sanitation. He reported that it will cost him some \$4,500.00 to rewire the upstairs of his building in order to have one meter for sanitation charges. A motion was made and seconded and then withdrawn concerning this matter. A committee of Ed Perry, Johnny Earnest and Shirley Michael was appointed to develop a policy that would apply throughout the city in situations such as Mr. Patterson.

RESOLUTIONS:

It was moved by Alderman Baker, seconded by Alderman Franklin to adopt the following Resolutions. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESOLUTION

WHEREAS, Brenda F. Hartley has served faithfully in the execution of her duties as an employee of the City of Oxford from May, 1966 to April 30, 1997, and

WHEREAS, in serving the City of Oxford as Deputy Clerk and Director of Computer Operations, Brenda has set an example of dependability, capability and integrity in performing her duties on a day to day basis; and

WHEREAS, Brenda has been an effective and dedicated employee of the City of Oxford for these thirty one years.

NOW, THEREFORE BE IT RESOLVED:

Section (1) That the Mayor and Board of Aldermen of the City of Oxford, MS express its appreciation and recognition to the excellent and dedicated services of Brenda F. Hartley.

Section (2) That April 30, 1997, be designated as Brenda F. Hartley Appreciation Day in the City of Oxford.

Section (3) That a copy of this Resolution be presented to Brenda F. Hartley and that it be spread on the minutes of the Mayor and Board of Aldermen.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed, this the 15th day of April, 1997.

ATTEST:

JOHN O. LESLIE, MAYOR

VIRGINIA H. CHRESTMAN, CITY CLERK

RESOLUTION

WHEREAS, Debbie T. McLarty has served faithfully in the execution of her duties as an employee of the City of Oxford from September 1, 1975 to April 30, 1997, and

WHEREAS, in serving the City of Oxford as City Tax Assessor, along with other assigned duties, Debbie has set an example of dependability, capability and integrity in performing her duties on a day to day basis; and

WHEREAS, Debbie has been an effective and dedicated employee of the City of Oxford for almost twenty two years.

NOW, THEREFORE BE IT RESOLVED:

Section (1) That the Mayor and Board of Aldermen of the City of Oxford, MS express its appreciation and recognition to the excellent and dedicated services of Debbie T. McLarty.

Section (2) That April 30, 1997, be designated as Debbie T. McLarty Appreciation Day in the City of Oxford.

Section (3) That a copy of this Resolution be presented to Debbie T. McLarty and that it be spread on the minutes of the Mayor and Board of Aldermen.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed, this the 15th day of April, 1997.

ATTEST:

JOHN O. LESLIE, MAYOR

VIRGINIA H. CHRESTMAN, CITY CLERK

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Franklin that we consider an Executive Session for Personnel Matters. All the aldermen voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Bounds, seconded by Alderman Sharpe to remain in Executive Session for Personnel Matters. All the aldermen voting aye, Mayor Leslie declared the motion carried.

An announcement was made to the public that the board voted to remain in Executive Session for Personnel Matters

REGULAR SESSION:

It was moved by Alderman Howell, seconded by Alderman Franklin to go out of Executive Session. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TERMINATION
OTIS HILL:

It was moved by Alderman Jones, seconded by Alderman Bounds to terminate Otis Hill in the Solid Waste Department per the request of Shirley Michael, Superintendent of the Solid Waste Department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

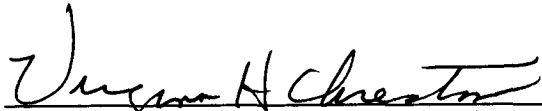
TERMINATE
JOHNNY WEBB,
BUILDING & GROUNDS
DEPARTMENT:

It was moved and seconded to terminate the employment of Johnny Webb. After discussion, the motion and second were withdrawn.

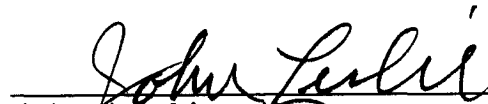
DEMENT—MERIDIAN 57-8720

RECESS MEETING:

It was moved by Alderman Magee, seconded by Alderman Franklin to recess to meet at 9:00 a.m. on Thursday, April 17, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.



Virginia H. Chrestman, City Clerk



John Leslie, Mayor

DEMENT—MERIDIAN 57-8720

TERMINATE
JOHNNY WEBB:

It was moved by Alderman Magee, seconded by Alderman Jones that bases on the recommendation of Johnnie Webb's Supervisor Mr. Lamb, that we terminate Johnnie Webb's employment immediately. The vote was as follows:

Voting aye - Jones, Franklin, Bounds, Baker
Magee, Sharpe

Voting no - Howell

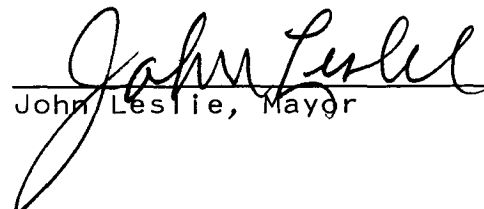
Mayor Leslie declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.



Virginia H. Chrestman, City Clerk



John Leslie, Mayor

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

May 6, 1997

7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, May 6, 1997 in the Courtroom of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William C. Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Hattie B. Simmons - Deputy Clerk

G. A. Liles - Major, Oxford Police Dept.

Terry McDonald - Fire Chief

James "Bo" Ragon - City Shop Foreman

Billy Lamb - Superintendent of Building
& Grounds

Johnny Earnest - Superintendent of
Oxford Electric

Shirley Michael - Superintendent of
Solid Waste

David Bennett - Public Works Director

Ben Smith - Director of Planning and
Development

AGENDA:

It was moved by Alderman Franklin, seconded by Alderman Howell to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SCOUT TROOP 253:

Mayor Leslie recognized Scout Troop 253 who was present in the audience. The troop is working on their Leadership Badge

MINUTES:

There being no additions or corrections, the Minutes of April 15 and 17, 1997 were approved as printed.

All the aldermen voting aye, Mayor Leslie declared the motion carried.

ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize payment of the Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

APPOINTMENT
OXFORD HOUSING AUTHORITY:

This matter was continued until the next meeting.

ORDINANCE 1997-5:

It was moved by Alderman Franklin, seconded by Alderman Howell to adopt Ordinance 1997-5, "AN ORDINANCE TO AMEND SECTION 12-25 OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI, TO PROVIDE FOR A GARBAGE COLLECTION FEE FOR A SINGLE OWNED BUSINESS WITH MORE THAN ONE ELECTRIC METER, AND TO DELETE CONTRACTING WITH A COMMERCIAL HAULER". Said Ordinance is recorded in Ordinance Book 5 at pages 386-388. All the aldermen voting aye, Mayor Leslie declared the motion carried and the Ordinance adopted.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Jones to authorize payment of the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT
REBUILD TRUCK #117:

Johnny Earnest, Superintendent of the Oxford Electric Department came before the Mayor and Board with quotes he had received for rebuilding truck #117. He presented quotes from Wren Body Works in the amount of \$11,960.00. and Bryant Air and Hydraulic, Inc. in the amount of \$14,200.00. Discussion was held concerning the possibility of getting bids for rebuilding truck #117. The City Attorney will check into this. After discussion, it was moved by Alderman Franklin, seconded by Alderman Bounds to authorize the rebuilding of truck #117 from the lowest quote. The vote was as follows:

Voting aye - Jones, Franklin, Bounds,
Howell, Baker, Magee

Voting no - Sharpe.

Mayor Leslie declared the motion carried.

TRAFFIC SIGNAL
JACKSON AVENUE WEST
AND HERITAGE DRIVE:

Upon the recommendation of Johnny Earnest, Superintendent of Oxford Electric Department, it was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize the installation of a traffic signal at Jackson Avenue West and Heritage Drive. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MAINTENANCE OF TRAFFIC
SIGNALS ON DESIGNATED
STATE HIGHWAYS WITHIN
MUNICIPALITIES:

Johnny Earnest, Superintendent of Oxford Electric Department discussed with the board maintenance of traffic signals on designated state highways within municipalities with the board. Oxford is very unique in that we own our traffic lights and maintain them. This maintenance can be done by the state but if a traffic light goes out we would have to get someone out of Jackson to repair it. This could take from a few hours to day for this to be done. If we continue to maintain our traffic signals it would only be a much shorter down period. After discussion, it was moved by Alderman Baker, seconded by Alderman Magee for the Electric Department to continue to maintain our traffic signals. All the aldermen voting aye, Mayor Leslie declared the motion carried.

JOINT POWER ACCOUNTANT
ASSOCIATION MEETING:

Upon the recommendation of Johnny Earnest, it was moved by Alderman Sharpe, seconded by Alderman Franklin to authorize Lisa Davis, Accountant, to attend the Joint Power Accountants Association meeting in Bowling Green, KY, May 21-23 with a registration fee of \$50.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR LABORER
BUILDING AND GROUNDS:

It was moved by Alderman Baker, seconded by Alderman Howell to authorize advertisement for employment of a laborer for the Building and Grounds Department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

NEW TRASH CANS

Upon the recommendation of Billy Lamb, Superintendent of Building and Grounds, it was moved by Alderman Baker, seconded by Alderman Sharpe to authorize the purchase of 4 trash cans for the Square at a cost of \$342.00 each for a total of \$1,368.00 to be paid from the 2% Food and Beverage Funds. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MMA CONVENTION
BILOXI, MS
JULY 14-17, 1997:

It was moved by Alderman Bounds, seconded by Alderman Franklin to authorize the City Clerk, Virginia Chrestman, to make reservations with a purchase order for the Mayor, City Clerk and Department Heads who will be attending the MMA Convention in Biloxi, July 14-17, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.

WASTEWATER SHORT COURSE
STARKVILLE, MAY 19-23, 1997:

Upon the recommendation of David Bennett, Public Works Director, it was moved by Alderman Sharpe, seconded by Alderman Howell to authorize Bobby Boatright and Randy Russell to attend Wastewater Short Course in Starkville May 19-23, 1997 with a registration fee of \$85.00 each. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SUMMER DARE CONFERENCE:

It was moved by Alderman Sharpe, seconded by Alderman Franklin to authorize four (4) Officers to attend Summer DARE Conference at Lake Tiak-O'Khata, June 18-20, 1997 with a registration fee of \$100.00 each to be paid from the DARE Crime Prevention Fund. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TRAINING SCHOOL FOR DARE OFFICERS:

It was moved by Alderman Howell, seconded by Alderman Bounds to authorize four (4) DARE Officers to attend training school for Junior and Middle schools at Mississippi State, August 5-7, 1997 for a total cost of \$400.00 to be paid from the DARE Fund. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PAYMENT OF DUES FOR DARE OFFICERS:

It was moved by Alderman Baker, seconded by Alderman Sharpe to authorize payment of dues for four (4) DARE Officers at \$25.00 each. All the aldermen voting aye, Mayor Leslie declared the motion carried.

GANG SCHOOL IPTM, TALLAHASSEE, FL:

It was moved by Alderman Franklin, seconded by Alderman Bounds to authorize an Officer to attend Gang School at IPTM in Tallahassee, FL, with a registration fee of \$495.00 to be paid from the Multi-Drug Fund. All the aldermen voting aye, Mayor Leslie declared the motion carried.

POLICE INTERN:


It was moved by Alderman Franklin, seconded by Alderman Bounds to authorize John Joel Fox to serve as a Police Intern. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT
FIRE FIGHTERS:

Upon the recommendation of Chief Terry McDonald, it was moved by Alderman Bounds seconded by Alderman Howell to authorize advertisement for employment of six positions in the Fire Department, with employment to begin July 1, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.



Hattie B. Simmons, Deputy Clerk



John Leslie, Mayor

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

May 20, 1997

7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor Protempore Devon Jones at 7:00 p.m. on Tuesday, May 20, 1997 in the Courtroom of City Hall when and where the following were present:

Mayor Protempore Devon Jones - Presiding

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia Chrestman - City Clerk

Steve Bramlett - Chief of Police

Terry McDonald - Fire Chief

Shirley Michael - Superintendent of
Solid Waste

James "Bo" Ragon - City Shop Foreman

Billy Lamb - Superintendent of Building
& Grounds

David Bennett - Public Works Director

Ben Smith - Director of Planning and
Development

AGENDA:

It was moved by Alderman Bounds, seconded by Alderman Sharpe to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of May 6, 1997 were approved as printed.

ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Howell to authorize payment of the Accounts as presented. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Sharpe to authorize payment of the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

MS BOYS STATE
CHAMPIONSHIP TOURNAMENT:

Rick Elliott came before the Mayor and Board of Aldermen to request funds for the second State Tournament for MS Boys State Championship for May 30-31 and June 1 and June 6-8th. They are expecting 20-25 teams per weekend for this tournament. Mr. Elliott requested \$4,500.00 to be used to pay rental on the needed gyms for the tournament. It was moved by Alderman Bounds, seconded by Alderman Franklin to approve the request with the funds to be disbursed for the actual payment of invoices for the gym rental not to exceed \$4,500.00 to be paid from 2% Food and Beverage Funds. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

APPOINT TO OXFORD HOUSING
AUTHORITY BOARD OF COMMISSIONERS:

Alderman Sharpe nominated Andrew K. Howorth. Alderman Howell nominated Mrs. Odessa Minor. A brief description of each person nominated was presented. The vote was as follows:

Voting for Howorth - Sharpe,
Bounds, Franklin, Baker

Voting for Minor - Howell, Magee

Mayor Protempore Jones announced that Andrew K. Howorth is appointed to serve a five year term on the Board of Commissioners of the Oxford Housing Authority.

RESTAURANT CONSUMPTION
PERMIT-HENRY CAFE
1006 JACKSON AVENUE EAST:

Upon the recommendation of Chief Bramlett, it was moved by Alderman Franklin, seconded by Alderman Magee to grant the request of the Henry Cafe for a Restaurant Consumption Permit. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

TABULATION OF BIDS FOR
AIR COOLED HEAT PUMP
POLICE DEPARTMENT:

Pursuant to the Public Notice in The Oxford Eagle on April 30 and May 7, 1997, the following bid was received and opened at 2:00 p.m. on May 19, 1997:

Rebelaire, Inc.....\$8,145.00

It was moved by Alderman Howell, seconded by Alderman Magee to accept the bid. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

REQUEST FOR FENCE
ON CITY R-O-W
414 NORTH 11TH STREET:

It was moved by Alderman Baker, seconded by Alderman Bounds to authorize Miriam Knowlton Weems to construct a fence on City Right-of-Way at 414 North 11th Street per drawing submitted. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

EMPLOYMENT—LABORER
BUILDING & GROUNDS:

Upon the recommendation of Billy Lamb, it was moved by Alderman Baker, seconded by Alderman Bounds to authorize the employment of Michael Mathis at an hourly rate of \$6.75 as laborer for Building and Grounds. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

ADVERTISEMENT FOR BIDS
PAINTING & WATERPROOFING
CITY HALL:

Upon the request of Billy Lamb, Superintendent of Buildings and Grounds, it was moved by Alderman Baker, seconded by Alderman Franklin to authorize advertisement for bids for painting and waterproofing exterior of City Hall. Funds for this project will be determined at the time of the bids. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

APPLICATION OF WHIRLPOOL CORPORATION
FOR EXEMPTION FROM AD VALOREM TAXES FOR
A PERIOD OF TEN YEARS AS AUTHORIZED BY
SECTION 27-31-101, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED.

TO THE Board of Aldermen, City of Oxford:

1. Whirlpool Corporation files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Board as follows:

2. Applicant, Whirlpool Corporation, is a Delaware corporation and domiciled in the City of Oxford, Lafayette County, Mississippi.

3. Applicant is now operating as an appliance manufacturing type of industry within the City of Oxford, Lafayette County, Mississippi, which factory is a bona fide expanded enterprise of public utility within the meaning of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned section by specific enumeration, namely manufacturing facility which manufactures appliances.

4. That said enterprise was completed between the 1st day of January, 1996, and the 31st day of December, 1996, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on the 1st day of January, 1997.

5. That said expansion enterprise will help maintain our current employment level of 520 with and estimated annual payroll of \$11,000,000.

6. That said exemption of the property described in "Exhibit A" should be granted for a period of ten years from the 1st day of January, 1997.

7. That said true value of all property to be exempted is \$13,163,653 Dollars, as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Board enter a finding that applicant's factory is in fact an expanded enterprise of public utility, and that the same was completed between the 1st day of January, 1996, and the 31st day of December, 1996, within the meaning of the applicable laws of Mississippi; and

That the applicant be granted an exemption from ad valorem taxation except State and School District ad valorem taxation, as provided by law for a period of ten years beginning on the 1st day of January, 1997, and ending of the 31st day of December, 2006, upon all of the tangible property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the operation of applicant's factory in Oxford, Lafayette County, Mississippi; and

That this Board approve this application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, for a period of ten years and forward the original and three certified copies of this application and a certified transcript of such approval to the said Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Board will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 31st day of January, 1997.

WHIRLPOOL CORPORATION

By:

Keith Prevost

Keith Prevost

CONTROLLER

Title

ATTEST:

WHIRLPOOL CORPORATION
 OXFORD, MISSISSIPPI

APPLICATION FOR EXEMPTION FROM AD VALOREM TAXES
 EXHIBIT "A" -- VALUE OF PROPERTY TO BE EXEMPTED

ACQ DATE	DESCRIPTION OF PROPERTY		
1/31/96	TEST ROOM OFFICE FOR SCOTT LINE	\$	5,773.00
2/29/96	MODEL 3522 ARROW AIR DRIER FOR FACTORY AIR	\$	41,463.00
2/29/96	DBL BAY LOADING DOCK BTWEEN 17 & 18 E SIDE N OF PD	\$	14,445.00
2/29/96	CUT 2 8 x 9 DOORS IN EAST WALL FOR LOADING DOCKS	\$	3,210.00
2/29/96	EXTD SCRAP DOCK AND ADD CANOPY OVER DOCK & COMPACTOR	\$	31,030.00
2/29/96	INSTALL DRIVEWAY AND TIE TO DRIVE BEHIND FURNACE	\$	4,815.00
11/30/96	RESURFACE AND REPAIRS TO TRAILER PARKING LOT, NORTH	\$	34,590.00
11/30/96	RESURFACE AND LINE EAST PARKING LOT	\$	19,534.00
1/31/96	FLOOR IN PORCELAIN AREA	\$	28,752.00
TOTAL REAL PROPERTY			\$ 183,612.00

PRESS

1/31/96	MOD 501-S-46-7-ER CONTROL FOR 500t VERNON PRESS	\$	32,314.00
1/31/96	PUNCH & DIES FOR AMADA WEST SIDE OF NE CORNER DOOR	\$	8,671.00
1/31/96	AMADA PRESS WEST SIDE OF NE CORNER DOOR	\$	680,284.00
1/31/96	NEW PRODUCT TOOLING (VISION II)	\$	2,547,477.00
1/31/96	NEW PRODUCT TOOLING (VISION II)	\$	3,408,808.00
1/31/96	DIE MOD FR FRAME ON V1.5 24" & 27"	\$	12,967.00
1/31/96	NEW PRODUCT TOOLING (VISION II)	\$	466,842.00
1/31/96	VISION II ADDITIONAL TOOLING	\$	243,885.00
1/31/96	VISION II ADDITIONAL TOOLING	\$	721,496.00
2/29/96	ECN 3185437	\$	2,715.00
2/29/96	ECN 3185941	\$	2,845.00
2/29/96	REPAIR AND SHARPEN DIE FOR 3185075 & 3185941	\$	1,342.00
2/29/96	VISION II ADDITIONAL TOOLING	\$	493,143.00
4/30/96	VISION II ADDITIONAL TOOLING	\$	88,637.00
7/31/96	VISION II ADDITIONAL TOOLING	\$	170,421.00
11/30/96	RETOOL FOR 30" & 36" NON REIGNITION PROJECT	\$	34,734.00
11/30/96	VISION II MISC TOOLING COSTS	\$	5,725.00
1/31/96	PRESS PROBE FOR ADJ DIE SHUT HEIGHT FOR QK DIE CHG	\$	45,971.00
1/31/96	PUNCH & DIES FOR AMADA LOCATED NE CORNER OF PLANT	\$	33,750.00
1/31/96	600T NIAGRA PRESS LOC IN CENTER OF OVEN LINES	\$	616,876.00
1/31/96	600T NIAGRA PRESS LOC IN CENTER OF OVEN LINES	\$	616,876.00
1/31/96	600T NIAGRA PRESS LOC IN CENTER OF OVEN LINES	\$	616,876.00
1/31/96	600T NIAGRA PRESS LOC IN CENTER OF OVEN LINES	\$	616,876.00
1/31/96	2 OBI PRESSES TO NEW PRESS AREA NR VII LINE	\$	1,926.00
2/29/96	SERVO ROLL FEED & PNEUMATIC RELEASE FOR OBI PRESSES	\$	26,555.00
1/31/96	AIR SUPPLY HARDWARE FOR RELOCATED VII PRESSES	\$	85,876.00
1/31/96	ELEC SERV FOR 2 NIAGRA PRESSES NXT TO 27" LINE	\$	15,123.00
1/31/96	DECKING FOR NIAGRA PRESSES NEXT TO 27" LINE	\$	34,723.00
1/31/96	SCRAP CONVEYORS FOR PRESSES IN COOKTOP AREA	\$	73,187.00
1/31/96	MODIFICATION TO STANDARD HYD PRESSES IN C/T AREA	\$	2,874.00
1/31/96	UPGRADE DIE TRANSFERS TO ACCOMMODATE 10500#	\$	15,733.00
2/29/96	DIE CATCHES FOR COOKTOP AND BURNER BOX DIES	\$	3,210.00
2/29/96	DOOR LINER RACK AND OVEN TUB RACK FOR VII	\$	722.00
2/29/96	FIXTURE TO CHECK HINGE PN 4448566	\$	867.00
2/29/96	UNCOILER & GUIDE DRUM FOR ROLL FEED FOR OBI PRESSES	\$	12,088.00
2/29/96	RELOCATE 2 200t & 2 250t PRESSES	\$	9,523.00
2/29/96	8 SHK ISOLATORS EACH FOR VERNON PRESS & 250T CHGO	\$	21,143.00
2/29/96	3 SETS SPARE CUTTER FOR NOTCHING FIXTURE VII ASSY	\$	1,284.00
2/29/96	RELOCATE 10 HIGH BAY MH LIGHTS IN PRESS DEPT	\$	3,408.00
2/29/96	PITS FOR 550T CLEARING, 400T BLISS, 300T WEAN UNITED	\$	48,680.00
2/29/96	TOUCH UP 4 600T NIAGRA PRESSES	\$	2,612.00
2/29/96	SHK ISOLATORS FOR CLEARING, BLOW, WEAN UNITED & BLISS	\$	28,462.00
2/29/96	4 DIE STORAGE RACKS FOR 250T PRESS	\$	9,776.00
2/29/96	ELECTRICAL PLATFORM FOR 600T NIAGRA PRESS	\$	18,768.00
2/29/96	UPRIGHT FRAMES AND STEPS FOR KANBAN STORAGE RACKS	\$	5,111.00
2/29/96	FIXTURE TO PRODUCE 4448709 & 4448710	\$	39,829.00
2/29/96	15 BLANK TABLE TO HOLD 2 SKIDS OF BLANKS	\$	7,672.00
4/30/96	TOOLING CHANGE PROTOTYPE TUBE CONTAINER	\$	4,466.00
4/30/96	INSTALL 3 CANADIAN PRESSES FOR VII	\$	17,206.00
7/31/96	CANCELLATION CHGS P/N 4450046 & 4450047	\$	31,255.00
7/31/96	15 BLANK TABLES FOR VII PRESSES	\$	7,672.00
7/31/96	LABOR & MATERIAL TO PLUMB 3 CANADIAN PRESSES	\$	4,120.00
TOTAL PRESS ACQUISITIONS			\$ 12,003,402.00

WHIRLPOOL CORPORATION
OXFORD, MISSISSIPPI

APPLICATION FOR EXEMPTION FROM AD VALOREM TAXES
EXHIBIT "A" -- VALUE OF PROPERTY TO BE EXEMPTED

ACQ DATE	DESCRIPTION OF PROPERTY		
ASSEMBLY			
1/31/96	EQUIPMENT TO FACILLITATE PRODUCTION OF VISION II PRODUCT	\$	378,177.00
1/31/96	9 VII TUB STATION FIXTURES	\$	35,251.00
1/31/96	PTT7 ELECTRIC TUGGER S/N 0061-8400	\$	9,030.00
1/31/96	10 4 WHEEL STEERING TRAILERS	\$	13,136.00
1/31/96	AIR SUPPLY HARDWARE FOR AIR GUNS ON NEW SETIN LINE	\$	15,242.00
1/31/96	BOLSTER ARM FOR SOUTHBEND 250 IN CT AREA	\$	5,347.00
1/31/96	EQUIPMENT TO FACILLITATE PRODUCTION OF VISION II PRODUCT	\$	78,403.00
1/31/96	CONVEYOR LIFT SECTION FOR 30" VII	\$	4,497.00
1/31/96	RETURNABLE CONTAINERS 50% INVEST WITH FLECK	\$	21,558.00
2/29/96	AIR TOOLS FOR VISION LINE RELOCATION	\$	601.00
2/29/96	2 COOKTOP STORAGE RACKS	\$	1,027.00
2/29/96	60 RACK WOODEN SEPARATORS IN KANBAN CARTS	\$	3,130.00
2/29/96	CLARK LIFT TRUCK MODEL GCX-50, S/N 0057-9424	\$	31,993.00
2/29/96	LIFT TABLE LOCATED ON 27" VII LINE	\$	5,684.00
2/29/96	AIR TOOL RAILS FOR VII	\$	7,731.00
2/29/96	ANTI STATIC EQUIPMENT FOR CONTROL PANEL AREAS	\$	3,727.00
2/29/96	AIR SUPPLY HARDWARE FOR VII LINES	\$	6,878.00
2/29/96	75 KANBAN CONTAINERS WITH CARD HOLDERS & PARTS CONT	\$	10,715.00
2/29/96	2 TORQUE TESTORS AND TRANSDUCERS FOR ALL VII LINES	\$	13,881.00
7/31/96	12 LIFT TABLES FOR 30" VII	\$	35,285.00
7/31/96	6 FIXTURES TO ASSEMBLE PANO GLASS SUB ASSY	\$	22,026.00
7/31/96	5 FIXTURES TO ASSEMBLE 27/30" COMBO DOOR LINERS	\$	18,233.00
7/31/96	TEST STATION FOR WHIRLPOOL DOWNDRAFT C/T CELL 18	\$	8,932.00
11/30/96	OVEN LINER PALLETS FOR VII OVEN CAVITIES	\$	14,921.00
11/30/96	NEW DOWNDRAFT COOKTOP LINE	\$	29,535.00
11/30/96	AIR LINES AND DROPS FOR NEW DOWNDRAFT LINE	\$	1,685.00
11/30/96	ELECTRIC FOR NEW DOWNDRAFT COOKTOP LINE	\$	4,617.00
	TOTAL ASSEMBLY ACQUISITIONS	\$	781,242.00
FABRICATION			
2/29/96	DISCONN, LOAD & DEL 3 COMPRESSORS, 3 DRIERS, & 3 PWDR COAT	\$	4,815.00
7/31/96	PORCELAIN WASHER TOOLING	\$	16,807.00
11/30/96	LAGUN MILL MODEL FTV-3LDELUSC FOR TOOL ROOM	\$	21,636.00
1/31/96	PLEXIGLASS ENCLOSURE FOR SCOTT LINE	\$	4,280.00
1/31/96	PROGRAMMABLE MESSAGE DISPLAY FOR SCOTT LINE	\$	3,216.00
1/31/96	SCRAP HOPPERS FOR SCOTT LINE	\$	8,344.00
2/29/96	COST TO ADJ SCOTT LINE FOR VII CAVITY REVISION	\$	18,728.00
11/30/96	QUICK DIE CHANGE EQUIPMENT FOR SCOTT LINE	\$	56,571.00
	TOTAL FABRICATION ACQUISITIONS	\$	134,397.00
OTHER			
1/31/96	HP NETSERVER WITH ATTACHMENTS	\$	20,919.00
1/31/96	BAR CODE SYSTEM FOR DELIVERY SYSTEM TO PD WHSE	\$	49,331.00
1/31/96	486DX33 PC FOR 30" LINE & TEST PRINTERS FOR VII	\$	4,729.00
1/31/96	WONDERWARE UPGRADE FOR VII TESTORS	\$	6,209.00
1/31/96	PENTIUM 100 LOCATED IN DAVID REYNOLDS' OFFICE	\$	3,745.00
1/31/96	PENTIUM 100 LOCATED IN DAVID REYNOLDS' OFFICE	\$	3,745.00
1/31/96	STORAGE SHELVES FOR NEW TOOL CRIB	\$	5,221.00
1/31/96	XEROX 2512 ENGR DRAFT COPIER	\$	6,067.00
1/31/96	AT&T SYSTEM CONSULTANT SOFTWARE	\$	5,477.00
2/29/96	COMM CARD FOR NOTEBOOK COMPUTER LOC D REYNOLDS'	\$	1,342.00
2/29/96	38 x 50 AWNING OVER EAST DOOR NEXT TO PD WHSE	\$	21,186.00
11/30/96	NEW FENCE AROUND TRAILER DROP PARKING LOT	\$	4,216.00
11/30/96	AIR CONDITIONER FOR MATERIAL DEPARTMENT TRAILER	\$	21,510.00
	TOTAL OTHER ACQUISITIONS	\$	153,697.00
TOTAL PERSONAL PROPERTY		\$	12,919,041.00
INVENTORIES (1995 AVG. VS. 1996 AVG.)		\$	61,000.00
TOTAL		\$	13,163,653.00

RESOLUTION OF OXFORD, MISSISSIPPI**GRANTING EXEMPTION FROM****AD VALOREM TAXES**

The Board next took up for consideration the matter of granting tax exemption from ad valorem taxes for WHIRLPOOL CORPORATION, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF TEN (10) YEARS, TO WHIRLPOOL CORPORATION AS AUTHORIZED BY SECTION 27-31-101 et seq., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, WHIRLPOOL CORPORATION filed in triplicate with this Board its Application for exemption from ad valorem taxation; and

WHEREAS, WHIRLPOOL CORPORATION has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed for exemption, the completion date of said enterprise; and

WHEREAS, this Board finds as a fact that the property described in the aforesaid Application constitutes an industrial enterprise of public utility which was completed on the 31 day of December, 1996, and that said Company is entitled to the exemption sought for a period of Ten (10) years, beginning on January 1, 1997, subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Board of Aldermen of the City of Oxford, Mississippi, as follows:

1. That the Application for ad valorem tax exemption by WHIRLPOOL CORPORATION for a period of Ten (10) years, beginning January 1, 1997, on the property described in the Application filed by said Company for tax exemption, be and the same is hereby approved, subject to approval and certification by the Mississippi State Tax Commission.

2. That WHIRLPOOL CORPORATION is hereby granted tax exemption on ad valorem taxes, except School District ad valorem taxation, for a period of Ten (10) years, beginning January 1, 1997.

3. That the Clerk of this Board be, and she is hereby directed to spread a copy of this Order on the minutes of this Board; and that said Clerk shall forward the original and three certified copies of the Application and a certified copy of the transcript of this Order approving said Application to the Mississippi State Tax Commission for its approval and certification; and said Clerk shall also forward one certified copy to the Tax Assessor of Lafayette County and obtain the Certificate of said Tax Assessor stating that both the real and personal property as itemized in the application has been placed on the appropriate tax roll as "Non-Taxable", except for School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Mr. Bounds moved that the foregoing Resolution be adopted and said motion was seconded by Mr. Sharpe, and upon the question being put to a vote, the Resolution was unanimously adopted by the affirmative vote of the members of the Board of Aldermen present.

WHEREUPON, the foregoing Resolution was declared passes and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi; on this, 20 day of May, 1997.

CERTIFIED A TRUE COPY

(S E A L)

BY: _____
CLERK

OFFICERS SURVIVAL TRAINING
MCCOMB, MS:

Upon the request of Chief Bramlett, it was moved by Alderman Sharpe, seconded by Alderman Bounds to authorize Kevin Stark to attend Officers Survival Training in McComb, MS, June 2-4, 1997 with a registration fee of \$200.00. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

EXPENDITURE
DARE PREVENTION FUND:

Upon the request of Chief Bramlett, it was moved by Alderman Franklin, seconded by Alderman Baker to authorize the expenditure of \$348.00 from the DARE Prevention Fund for workbooks for Junior High curriculum. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

DARE CONFERENCE
SALT LAKE CITY, UTAH:

Upon the request of Chief Bramlett, it was moved by Alderman Howell, seconded by Alderman Sharpe to authorize Andrew Moore to attend DARE Conference in Salt Lake City, Utah and that the \$150.00 registration fee be paid from DARE Crime Prevention funds and that the Regional DARE will pay other expenses. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

JAIL AGREEMENT:

Chief Bramlett reported that the agreement between Oxford and Lafayette County for the use of the Lafayette County Jail is being written and should be ready for consideration by the board soon.

PARKING ORDINANCE:

It was moved by Alderman Baker, seconded by Alderman Franklin to authorize the Chief of Police and City Attorney to prepare an Ordinance addressing parking on City right-of-way between the sidewalk and curb to be considered at the next meeting. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

RESERVE POLICE OFFICER:

Upon the recommendation of Chief Bramlett it was moved by Alderman Franklin, seconded by Alderman Sharpe to authorize the appointment of Michael Lee Carpenter as Reserve Police Officer. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

DONATION OF VEHICLE
TO POLICE DEPARTMENT:

Chief Bramlett reported to the Board that Dr. James Rayner is donating a 1990 Toyota Cressida, 4-door, 6 cylinder vehicle that has 125,000 miles to the Police Department. It has been checked out by the personnel at the City Shop. It was moved by Alderman Bounds, seconded by Alderman Franklin to accept the vehicle and to authorize it to be listed as an unmarked vehicle for special undercover work. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

FIRE PREVENTION PRINCIPALS
AND PRACTICES SCHOOL:

Upon the request of Chief McDonald, it was moved by Alderman Sharpe, seconded by Alderman Franklin to authorize Mike Hill to attend Fire Prevention Principals and Practices School in Jackson, July 7-11, at a cost of \$250.00. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

MS FIRE FIGHTERS/CHIEF'S
CONFERENCE-NATCHEZ, MS:

It was moved by Alderman Bounds, seconded by Alderman Franklin to authorize Chief McDonald, Jerry Johnson and two other fire personnel to attend the MS Fire Fighters/Chief's Conference in Natchez, MS, June 18-22 with a registration fee of \$65.00 each. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

INTERNATIONAL FIRE CHIEF
CONVENTION - DALLAS, TEXAS:

It was moved by Alderman Franklin, seconded by Alderman Howell to authorize Chief McDonald to attend International Fire Chief's Convention in Dallas, August 23-27, with a registration fee of \$235.00. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

REQUEST FOR EQUIPMENT:

Shirley Michael, Director of Solid Waste, presented each member with a request for equipment for her department to be paid for from the Capital Improvement Fund. This is equipment requested in October at the time the budget was prepared, but was not funded. Each department was requested to prepare such a request to be delivered in the next Agenda packet.

FINAL SUBDIVISION PLAT
AZALEA COVE:

Upon the recommendation of David Bennett and the Planning Commission, it was moved by Alderman Franklin, seconded by Alderman Bounds to accept the final Subdivision Plat for proposed Azalea Cove on the condition that Richard Doty provides a Letter of Credit. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

PRELIMINARY PLAT APPROVAL
SETHI DRIVE:

Upon the recommendation of David Bennett and the Planning Commission, it was moved by Alderman Bounds, seconded by Alderman Franklin to approve the preliminary subdivision plat for Sethi Drive. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

ACTIVITY CENTER ROOF:

It was discussed that the new roof at the Oxford Activity Center is leaking.

CHANGE ORDER
WATER SYSTEM IMPROVEMENTS:

Upon the recommendation of David it was moved by Alderman Bounds, seconded by Alderman Baker to authorize Change Order as outlined by Mr. Bennett for the Water System Improvements and adding the relocation of Jackson Avenue Pipe.

CITY OF OXFORD
 WATER SYSTEM IMPROVEMENTS
 RECAP OF CONTRACT AMOUNTS
 MAY 20, 1997

Contract	Original Contract Amount	Current Contract Amount	Net Change
Wells	\$221,474.00	\$221,474.00	\$0.00
Treatment Plant	767,000.00	773,338.00	6,338.00
Hydropillar	825,600.00	807,686.35	(17,913.65)
Distribution	454,473.00	454,473.00	0.00
Tank Site Work	55,515.21	55,499.71	(15.50)
Total	\$2,324,062.21	\$2,312,471.06	(\$11,591.15)

**CITY OF OXFORD WATER IMPROVEMENTS
 CONTRACT "D"- DISTRIBUTION IMPROVEMENTS
 PROPOSED CHANGE ORDER ITEMS**

DELETIONS:

Original Project

1.	12" Ductile Iron Pipe: 230 L.F. @ 14.75/L.F.	\$ 3,392.50
2.	10" Ductile Iron Pipe: 198 L.F. @ 12.50/L.F.	2,475.00
3.	8" Ductile Iron Pipe: 8 L.F. @ 10.75/L.F.	86.00
	Total Deletions	<\$5,953.50>

ADDITIONS:

Original Project

1.	10" Steel Casing, Bored 3.0 L.F. @ 40.00/L.F.	\$120.00
2.	12" Bore, No Casing 108.0 L.F. @ 40.00/L.F.	4,320.00
3.	10" Bore, No Casing 22.0 L.F. @ 38.00/L.F.	836.00
	Subtotal - Additions on Original Project	\$ 5,276.00

Jackson Avenue Relocation (Existing Pipe in Conflict with Road Construction)

4.	Wet Tap - 12" x 12" x 12" Tapping Tee & Valve 1 Each @ \$3,000.00/Each	\$3,000.00
5.	Wet Tap - 8" x 8" x 8" Tapping Tee & Valve 1 Each @ \$2,700.00/Each	\$2,700.00
	Subtotal - Additions for Jackson Ave. Relocation	\$ 5,700.00

Jackson Avenue 12" Main Extension from Country Club Road to Rebel Barn

6.	12" Bore, No Casing (2 Sites) 200 L.F. @ \$40.00/L.F.	\$8,000.00
7.	12" Gate Valve & Box 2 Each @ \$800.00/Each	\$1,600.00
8.	Additional Trench Compaction 1,900 L.F. @ \$1.00/L.F.	<u>\$1,900.00</u>
	Subtotal - Additions for Jackson Ave. Extension	\$11,500.00
TOTAL ADDITIONS.....		\$22,476.00
TOTAL DELETIONS		<u><\$5,953.50></u>
NET INCREASE IN DISTRIBUTION CONTRACT.....		\$16,522.50

CITY OF OXFORD
WATER SYSTEM IMPROVEMENTS
PROPOSED BUDGET WITH DISTRIBUTION CHANGE ORDER
MAY 20, 1997

Contract	Original Contract Amount	Proposed Contract Amount	Net Change
Wells	\$221,474.00	\$221,474.00	\$0.00
Treatment Plant	767,000.00	773,338.00	6,338.00
Hydropillar	825,600.00	807,686.35	(17,913.65)
Distribution	454,473.00	470,995.50	16,522.50
Tank Site Work	55,515.21	55,499.71	(15.50)
Total	\$2,324,062.21	\$2,328,993.56	\$4,931.35

All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Howell to consider an Executive Session for a Personnel Matter. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

It was moved by Alderman Franklin, seconded by Alderman Baker to declare an Executive Session for a Personnel Matter in the Solid Waste Department. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

An announcement was made that the Board voted to remain in Executive Session to consider a Personal Matter.

REGULAR SESSION:

It was moved by Alderman Magee, seconded by Alderman Sharpe to go out of Executive Session. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

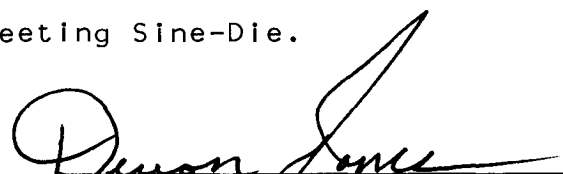
DISMISSAL
DELAINE ROCKETTE:

It was moved by Alderman Franklin, seconded by Alderman Magee to accept the recommendation of Mrs. Shirley Michael and to dismiss Delaine Rockette from the Solid Waste Department effective today. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


Mayor Protempore Devon Jones

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

May 29, 1997

1:00 p.m.

The following Notice was served by the Chief of Polce, Steve Bramlett, and a copy was posted on the front door of City Hall:

NOTICE OF SPECIAL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF OXFORD

Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, John O. Leslie, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS to a SPECIAL MEETING to be held Thursday, May 29, 1997 at 1:00 p.m. for the transaction of important business. The business to be acted upon at the Special Meeting is consideration of the following:

1. To discuss needed major repairs of rear loader garbage truck or to authorize advertising for bids for 1997 truck and chassis to be used as a rear loader garbage truck.

This the 29th day of May, 1997.


JOHN O. LESLIE, MAYOR

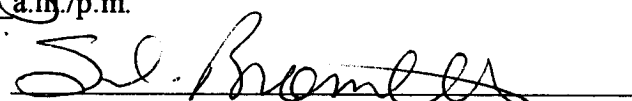
I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman Devon Jones on 5-29-97 at 9:47 a.m./p.m.



I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman H. C. Franklin on 5-29-97 at 9:25 a.m./p.m.



I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman John W. Bounds on 5-29-97 at 9:49 a.m./p.m.



I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman (Coach) Ulysses Howell on 5/29/97 at 5:35 (a.m.)/p.m.

Steve Bramlett

I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman Dr. William C. Baker on _____ at _____ a.m./p.m.

I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman David Magee on 5-29-97 at 9:29 (a.m.)/p.m.

Steve Bramlett

I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman Dr. Tom Sharpe on 5-29-97 at 10:00 (a.m.)/p.m.

Steve Bramlett

CALL TO ORDER:

Pursuant to the Notice of Special Meeting on MAY 29, 1997, the Mayor and Board of Aldermen did meet on Thursday, May 29, 1997 at 1:00 p.m. in City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 Devon Jones - Alderman Ward I
 H. C. Franklin - Alderman Ward II
 John Bounds - Alderman Ward III
 Ulysses Howell - Alderman Ward IV
 David Magee - Alderman Ward VI
 Tom Sharpe - Alderman At-Large
 Virginia Chrestman - City Clerk
 Shirley Michael - Superintendent of
 Solid Waste
 James "Bo" Ragon - City Shop Foreman
 Steve Bramlett - Chief of Police

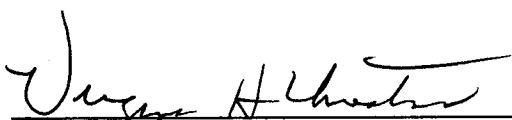
GARBAGE TRUCK:

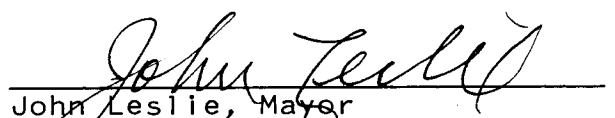
Shirley Michael, Director of Solid Waste and Bo Ragon, City Shop Foreman discussed with the board the need of a new motor vor a rear loader garbage truck. They outlined how much money has been spent on the truck. It is a 1988 truck with 83,000 miles. Estimated cost of the new engine is \$9,919.42. Shirley advised the board that she had contacted the State Office of Purchasing and the State Contract for a truck this size expired March 30, 1997. They advised her who the dealers were on State Contract. She contacted the dealer and he agreed if the State says it is O K to sell the truck that was on State Contract Price and could deliver it in 90 days at an approximate cost of \$37,000.00.

It was moved by Alderman Sharpe, seconded by Alderman Franklin to declare an emergency for the truck as we only have one truck and a spare to pick up garbage and if something should happen to one of them we would be in trouble with picking up the garbage and to authorize the purchase of the new truck and chassis to be paid for from the General Fund Capital Improvement Fund provided that approval can be obtained from the State Purchasing Office. All the aldermen present voting aye, Mayor Lelsie declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

June 3, 1997

7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor Protempore Devon Jones at 7:00 p.m. on Tuesday, June 3, 1997 in the Courtroom of City Hall when and where the following were present:

Devon Jones, Mayor Protempore - Presiding

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Hattie B. Simmons - Deputy Clerk

G. A. Liles, Major - Oxford Police Dept.

Terry McDonald - Fire Chief

James "Bo" Ragon - City Shop Foreman

Johnny Earnest - Superintendent of Oxford
Electric Department

Shirley Michael - Superintendent of Solid
Waste

David Bennett - Public Works Director

Ben Smith - Director of Community
Planning & Development

Allen Jones - Director of Parks &
Recreation

AGENDA:

It was moved by Alderman Howell, seconded by Alderman Sharpe to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of May 20 and May 29, 1997 were approved as printed.

ACCOUNTS:

It was moved by Alderman Franklin, seconded by Alderman Bounds to authorize approval for payment the Accounts as presented. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Franklin, seconded by Alderman Magee to authorize payment of the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

OXFORD YOUTH BASEBALL:

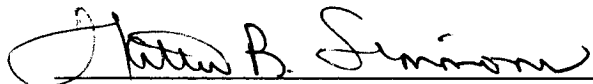
Brent Smith came before the Mayor and Board of Aldermen requesting funds for the 1997 Babe Ruth Mississippi State Tournament, which is to be held here July 17 - 21. The amount requested is \$7,202.71. After discussion, it was moved by Alderman Howell, seconded by Alderman Franklin to authorize the amount of \$7,202.71 to be paid from 2% Food and Beverage Funds by the Invoices that come in. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

RESIGNATION - JASON SUGGS
OXFORD FIRE DEPARTMENT:

It was moved by Alderman Baker, seconded by Alderman Sharpe to accept the resignation of Jason Suggs from the Oxford Fire Department. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

RECESS MEETING:

It was moved by Alderman Franklin, seconded by Alderman Howell to recess to meet at 5:00 p.m. on Tuesday, June 10, 1997. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.



Hattie B. Simmons, Deputy Clerk



Mayor Protempore Devon Jones

RECESS MEETING

June 10, 1997

5:00 p.m.

CALL TO ORDER:

Pursuant to that order of June 3, 1997, the Mayor and Board of Aldermen did meet on Tuesday, June 10, 1997 at 5:00 p.m. in City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William Baker - Alderman Ward V

Tom Sharpe - Alderman At-Large

Virginia H. Chrestman - City Clerk

Ben Smith - Director of Planning &
Development

David Bennett - Director of Public Works

Terry McDonald - Fire Chief

Steve Bramlett - Chief of Police

RETIREMENT:

It was moved by Alderman Bounds, seconded by Alderman Franklin to accept the letters of retirement of Ross Lindsey, Jimmy Kitchens and Eugene Smith from the Oxford Fire Department effective June 30, 1997. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

WATER LINE
RAYNER ROAD:

Upon the recommendation of David Bennett, Public Works Director, it was moved by Alderman Baker, seconded by Alderman Jones to authorize the residents of Rayner Road to construct a water line to the city's specifications to be dedicated to the city for maintenance. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT
FIRE FIGHTERS:

Chief Terry McDonald advised the board that in the contract with the University, we agreed to employ 6 additional fire fighters to staff the ladder truck. Applications have been taken, the tests given and the interview board has interviewed. Upon the recommendation of Chief McDonald, it was moved by Alderman Bounds, seconded by Alderman Jones to authorize the employment of the following persons: Joey Gardner, Gary Hensley, Jason Logan, Michael Millam, Jon Cullen and Rickey Thweatt, effective July 7, 1997 and that for the first three weeks they work 40 hours per week and be paid by the hour. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

FIRE STATION:

Chief McDonald advised the board that with the retirement of the three, that it might be necessary to close one of the fire stations until the new persons can be trained.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

June 17, 1997

7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor John Leslie at 7:00 p.m. on Tuesday, June 17, 1997 in the Courtroom of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Billy Lamb - Superintendent of Building
& Grounds

Steve Bramlett - Chief of Police

Jerry Johnson - Assistant Fire Chief

James "Bo" Ragon - City Shop Foreman

Johnny Earnest - Superintendent of
Oxford Electric

Shirley Michael - Superintendent of
Solid Waste

David Bennett - Public Works Director

Ben Smith - Director of Planning and
Development

Allen Jones - Director of Parks and
Recreation

AGENDA:

It was moved by Alderman BAker, seconded by Alderman Bounds to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of June 3 and June 10, 1997 were approved as printed.

ACCOUNTS:

It was moved by Alderman Bounds, seconded by Alderman Howell to authorize approval of the Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Sharpe, seconded by Alderman Franklin to authorize approval for payment the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

QUIT CLAIM DEED
WEST 1/2 OF NORTH
16TH STREET:

Upon the request of Sidney Johnson, it was moved by Alderman Bounds, seconded by Alderman Jones to authorize the Mayor and Clerk to execute Quit Claim Deed to 15 feet, which is the West 1/2 of North 16th Street adjacent to part of Lot 155 with the City retaining utility easement. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PRELIMINARY SUBDIVISION
PLAT - GOOSE CREEK ESTATES
SUBDIVISION ON ANDERSON ROAD:

It was moved by Alderman Bounds seconded by Alderman Jones to accept the recommendation of the Planning Commission and accept the preliminary subdivision plat for proposed Goose Creek Estates on Anderson Road. All the aldermen voting aye, Mayor Leslie declared the motion carried.

REZONING 13 ACRES FROM
"A" TO MULTI-FAMILY
RESIDENTIAL ON SOUTH
LAMAR EXTENDED:

Ben Smith reported that the Planning Commission heard a request to rezone 13 acres from Agricultural to Multi-Family Residential on South Lamar Extended and voted 3 - 1 to not rezone the property. It was moved by Alderman Howell, seconded by Alderman Baker to accept the recommendation of the Planning Commission and not rezone the property. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESOLUTION - KITCHENS, LINDSEY, SMITH: It was moved by Alderman Bounds, seconded by Alderman to adopt resolutions as follows:

RESOLUTION

WHEREAS, *James A. "Jimmy" Kitchens*, is a trusted and valued member of the Oxford Mississippi Fire Department, and

WHEREAS, he will retire from municipal fire service on June 30, 1997, after a distinguished career with the City, and

WHEREAS, he was employed with the City of Oxford, Mississippi Fire Department on January 1, 1971, and

WHEREAS, while he was employed with the City of Oxford Fire Department rose to and attained the rank of Assistant Chief, and

WHEREAS, he has provided exemplary service to the City of Oxford bringing honor and achievement to himself, his family, and the City, and

WHEREAS, he has previously rendered public service as a employee of Lafayette County, Mississippi and the University of Mississippi and Oxford Police Departments, and

WHEREAS, he and his lovely wife Peggy are the proud parents of 2 sons, Tony and Rickey, and

WHEREAS, it is customary for the City to recognize longtime and dedicated service of its employees.


NOW THEREFORE, be it resolved that the Mayor and Board of Aldermen of the City of Oxford, Mississippi do hereby publicly recognize and commend the public service of *James A. "Jimmy" Kitchens*, and wish him the very best in his future endeavors.

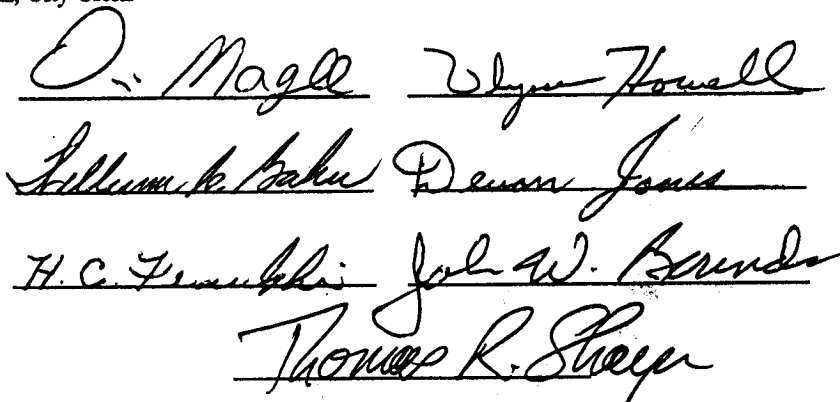
Be it further resolved that a copy of this resolution be presented to him spread upon the minutes of the Mayor and Board of Aldermen and copies furnished to the media.

Signed this the 17th day of 1997.


John O. Leslie, Mayor

Attested:


Virginia H. Crestman, City Clerk


D. Magle Wynne Howell
William H. Baker Deann Jones
H. C. Fambelli John W. Bonds
Thomas R. Steyer

DEMENT—MERIDIAN 57-8720

RESOLUTION

WHEREAS, *Ross A. Lindsey*, is a trusted and valued member of the Oxford Mississippi Fire Department, and

WHEREAS, he will retire from municipal fire service on June 30, 1997, after a distinguished career with the City, and

WHEREAS, he was employed with the City of Oxford, Mississippi Fire Department on March 1, 1974, and

WHEREAS, while he was employed with the City of Oxford Fire Department rose to and attained the rank of Captain, and

WHEREAS, he has provided exemplary service to the City of Oxford bringing honor and achievement to himself, his family, and the City, and

WHEREAS, both his sons have followed him in the fire service for the City of Oxford, Mississippi, and

WHEREAS, he and his lovely wife Sue are the proud parents of 2 daughters, Suzanne and Stacy and 2 sons, Larry and Terry, and

WHEREAS, it is customary for the City to recognize longtime and dedicated service of its employees.

NOW THEREFORE, be it resolved that the Mayor and Board of Aldermen of the City of Oxford, Mississippi do hereby publicly recognize and commend the public service of *Ross A. Lindsey*, and wish him the very best in his future endeavors.

Be it further resolved that a copy of this resolution be presented to him spread upon the minutes of the Mayor and Board of Aldermen and copies furnished to the media.

Signed this the 17th day of 1997.

John O. Leslie
John O. Leslie, Mayor

Attested:

Virginia H. Crestman
Virginia H. Crestman, City Clerk

O. Magee *Wynne Howell*
William L. Baker *Dwain Jones*
H.C. Fennell *Lab W. Brand*
Thomas R. Shaepe

RESOLUTION

WHEREAS, Gene "Possum" Smith, is a trusted and valued member of the Oxford Mississippi Fire Department, and

WHEREAS, he will retire from municipal fire service on June 30, 1997, after a distinguished career with the City, and

WHEREAS, he was employed with the City of Oxford, Mississippi Fire Department on October 15, 1971, and

WHEREAS, while he was employed with the City of Oxford Fire Department rose to and attained the rank of Captain, and

WHEREAS, he has provided exemplary service to the City of Oxford bringing honor and achievement to himself, his family, and the City, and

WHEREAS, he served the City of Oxford as a volunteer firefighter for ten (10) years prior to being employed full time, and

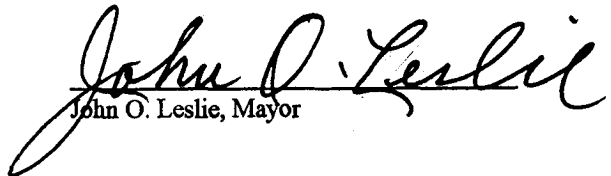
WHEREAS, he and his lovely wife Janie are the proud parents of one (1) daughter, Ramona and one (1) son, Larry, and

WHEREAS, it is customary for the City to recognize longtime and dedicated service of its employees.

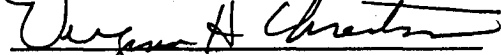
NOW THEREFORE, be it resolved that the Mayor and Board of Aldermen of the City of Oxford, Mississippi do hereby publicly recognize and commend the public service of *Gene "Possum" Smith*, and wish him the very best in his future endeavors.

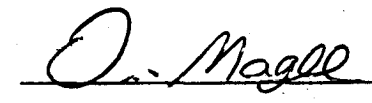
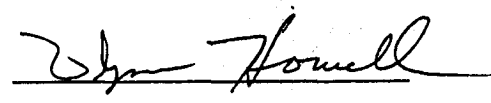
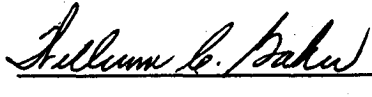

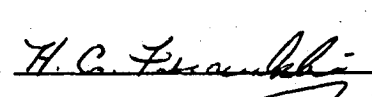
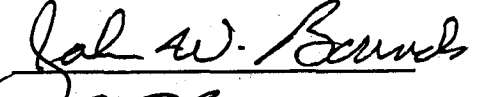

Be it further resolved that a copy of this resolution be presented to him spread upon the minutes of the Mayor and Board of Aldermen and copies furnished to the media.

Signed this the 17th day of 1997.


John O. Leslie, Mayor

Attested:


Virginia H. Crestman, City Clerk

RESOLUTIONS CONTINUED:

All the aldermen voting aye, Mayor Leslie declared the motion carried.

PAY FOR RETIRING FIREMEN:

City Attorney Ed Perry outlined the pay schedule for firemen working shift work. They consider a day to be 24 hours as that is the shift they work. Firemen work 728 hours more in a year than other employees who work 8 hour days. The current policy addresses days not hours. It was moved by Alderman Baker, seconded by Alderman Bounds to authorize the pay for the retiring firemen based on 30 days at 24 hours per day and authorize the new board to look into the policy. All the aldermen voting aye, Mayor Leslie declared the motion carried.

CONFINE SPACE RESCUE AT STATE FIRE ACADEMY:

It was moved by Alderman Howell, seconded by Alderman Jones to authorize two fire personnel to attend the Confine Space Rescue at the State Fire Academy, June 23-27 with MEMA paying the registration fee and city providing meal expense. All the aldermen voting aye, Mayor Leslie declared the motion carried.

POLICE RESERVE MIKE HOOD:

Upon the request of Chief Bramlett, it was moved by Alderman Franklin, seconded by Alderman Jones to authorize Mike Hood to serve as a Police Reserve. All the aldermen voting aye, Mayor Leslie declared the motion carried.

CABINET FOR PROJECTION
SYSTEM AT LIBRARY:

Billy Lamb reported that the projection system purchased from the 2% Food and Beverage Funds for the Library has been installed and is working great. Billy requested \$175.00 for a cabinet to be built by Rawson Cabinets so that the system can be stored and locked. It was moved by Alderman Baker, seconded by Alderman Bounds to authorize the expenditure of the \$175.00 from 2% Food and Beverage Funds with the City having a key and Mrs. Fitts having a key to the cabinet. All the aldermen voting aye, Mayor Leslie declared the motion carried.

FRONT LAWN
CITY HALL:

Billy Lamb, Director of Buildings and Grounds discussed with the Board the front lawn of City Hall outside of the Mayor's Office. The diseased Magnolia tree has been removed as authorized by the Tree Board. Billy requested \$1,113.35 to be used for sod, fertilizer, 4 crepe myrtles, foster holley, compacta holleys, and mulch to restore the area. It was moved by Alderman Bounds, seconded by Alderman Magee to authorize the expenditure of \$1,113.35 from the 2% Food and Beverage Funds. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTION REPORTS:

It was moved by Alderman Franklin, seconded by Alderman Howell to authorize the results of recent elections to be included in the Minutes. All the aldermen voting aye, Mayor Leslie declared the motion carried.

DEMENT-MERIDIAN 57-8720

Oxford Municipal Republican Executive Committee

April 5, 1997

Virginia Chrestman
Oxford City Hall
Oxford, Mississippi 38655

Dear Virginia,

The Oxford Municipal Republican Executive Committee met on April 5, 1997, and certified the following candidates who will face each other in the May 6th Republican Primary.

<u>Mayor</u>	May 6 Results
Dr. William (Bill) Baker	337
Patricia Chadwick Lamar	403 *

At the same meeting the Oxford Municipal Republican Executive Committee certified the following candidates, who have no primary opposition, as the Republican nominees to be placed on the June 3rd, 1997 ballot.

Alderman At-Large
Lance Butler

Alderman Ward 1
Les Huntington

Alderman Ward 2
Ernest (E. O.) Oliver

Alderman Ward 3
Ed Cardwell

Alderman Ward 4
N/A

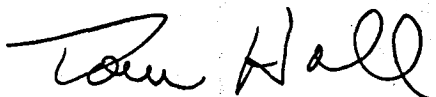
Alderman Ward 5
Kelly Allen

Alderman Ward 6
David Magee

Please accept this correspondence as official notification that the candidates listed above have been certified by the Oxford Municipal Republican Executive Committee.

Sincerely,

OXFORD MUNICIPAL REPUBLICAN EXECUTIVE COMMITTEE



Tom Hall, Chairman

CC: MS Republican Party
P. O. Box 60
Jackson, MS 39205-0060

* Declared Winner of the May 6th Election

DATE: may 8, 1997

MUNICIPAL ELECTION COMMISSIONERS
CITY OF OXFORD
OXFORD, MS 38655

DEAR COMMISSIONERS:

THE OXFORD MUNICIPAL DEMOCRATIC COMMITTEE WOULD LIKE TO TAKE THIS MEANS OF ADVISING YOUR COMMITTEE AS TO THE RESULTS OF THE FIRST PRIMARY OF OUR MUNICIPAL DEMOCRATIC ELECTION HELD ON MAY 6, 1997.

WE HEREBY REQUEST THAT THESE INDIVIDUALS BE PLACED ON THE GENERAL ELECTION BALLOT AS THE DEMOCRATIC NOMINEE:

THE OFFICIAL RESULTS ARE AS FOLLOWS:

MAYOR:	* JOHN W. BOUNDS	UNOPPOSED
ALDERMAN AT-LARGE:	ANNETTE D. LEE	<u>456</u>
	* TOM SHARPE	<u>555</u>
ALDERMAN WARD I	LEE EVANS	<u>81</u>
	** THOMAS W. "BUDDY" FAULKNER	<u>104</u>
	** JOHN MISTILIS	<u>109</u>
	W. T. (BILL) WEST	<u>83</u>
ALDERMAN WARD II	* H. C. FRANKLIN	UNOPPOSED
ALDERMAN WARD III	* JANICE ANTONOW	<u>114</u>
	E.K. "KEN" MCCULLOUGH, SR.	<u>47</u>
ALDERMAN WARD IV	* (COACH) ULYSSES HOWELL	UNOPPOSED
ALDERMAN WARD VI	* LANE VINES	UNOPPOSED

* INDICATES WINNER

** RUNOFF REQUIRED TO BE HELD ON MAY 20, 1997

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT-MERIDIAN 67-8720

DATE: May 21, 1997

TO: Municipal Election Commissioners
City of Oxford
Oxford, MS 38655

Dear Commissioners:

The Oxford Municipal Democratic Committee would like to take this means of advising your committee as to the results of the Democratic Runoff held on May 20, 1997 for Ward I:

Alderman Ward I:	Thomas W. "Buddy" Faulkner	<u>176</u>
	John Mistilis	<u>183</u>

We hereby certify John Mistilis as the Democratic nominee for Alderman Ward I, and request that his name be placed on the ballot for the General Election on June 3, 1997.

DEMOCRATIC EXECUTIVE COMMITTEE

John D. Claus

Queenie Barne

Elise W. Gillespie

R. F. Bonds

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

RESULTS OF THE GENERAL ELECTION HELD IN OXFORD, MS ON JUNE 3, 1997:

MAYOR

John W. Bounds (D)	545	
John W.(Jay) Eads (I)	816	
Patricia Chadwick Lamar (R)	884	*

ALDERMAN WARD 1

Les Huntington (R)	170	
John Mistilis (D)	386	*

ALDERMAN WARD 2

H. D. Franklin (D)	154	
Ernest (E.O.) Oliver (R)	191	*

ALDERMAN WARD 3

Janice Antonow (D)	235	*
Ed Cardwell (R)	190	

ALDERMAN WARD 4

Ulysses Howell (D)	153	*
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ALDERMAN WARD 5

Kelly Allen (R)	85	*
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ALDERMAN WARD 6

David Magee (R)	469	*
Lane Vines (D)	170	

ALDERMAN AT-LARGE

Lance Butler (R)	912	
Tom Sharpe (D)	1304	*

* Declared the winner and certified to the Secretary of State

ANNOUNCEMENT:

Mayor Leslie announced that Ben Banahan's term expires on the Oxford Park Commission. The appointment will be made in July.

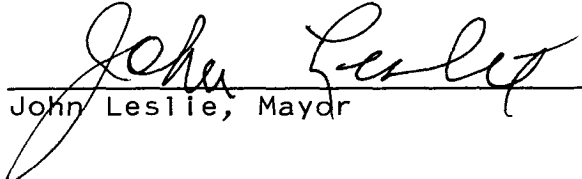
ORDINANCE 1997-6:

It was moved by Alderman Sharpe, seconded by Alderman Baker to adopt Ordinance 1997-6, "AN ORDINANCE TO ADD A NEW SECTION 28-276 TO THE CODE OF ORDINANCES OF OXFORD, MISSISSIPPI, TO PROHIBIT CERTAIN PARKING ON PRICE STREET". Said Ordinance is recorded in Ordinance Book 5 at page 390. All the aldermen voting aye, Mayor Leslie declared the motion carried and the Ordinance adopted.

RECESS:

It was moved by Alderman Bounds, seconded by Alderman Baker to recess to meet at noon on Friday, June 27, 1997. All the aldermen voting aye, Mayor Leslie declared the motion carried.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

RECESS MEETING

June 27, 1997

12:00 Noon

CALL TO ORDER:

Prusuant to that order of June 17, 1997 the Mayor and Board of Aldermen did meet on Friday, June 27, 1997 in City Hall when and where the following were present:

Devon Jones, Mayor Protempore - Presiding

H. C. Franklin - Alderman Ward II

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Terry McDonald - Fire Chief

David Bennett - Public Works Director

Ben Smith - Director of Planning &
Development

James "Bo" Ragon - City Shop Foreman

Steve Bramlett - Chief of Police

Shirley Michael - Superintendent of
Solid Waste

Billy Lamb - Superintendent of Building
& Grounds

AGENDA:

It was moved by Alderman Sharpe, seconded by Alderman Howell to approve the Agenda for the meeting. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of June 17, 1997 were approved as printed.

DEMENT—MERIDIAN 57-8720

SEWER OUTSIDE
CITY LIMITS:

There came on for consideration a request of Michael Wayne Bennett for sewer outside the city limits to a parcel of land situated in Section 18 Township 8 South, Range 3 West and within one mile of the corporate limits. The proposal is for Mr. Bennett to construct a lift station to be tied to Lakeway Gardens and ABE (Gordon Tollison) will operate the lift station. It was moved by Alderman Howell, seconded by Alderman Baker to continue this matter for consideration by the new Board of Aldermen. All voting aye, Mayor Protempore Jones declared the motion carried.

TABULATION OF BIDS FOR
WATERPROOFING CITY HALL:

Pursuant to the Public Notice in The Oxford Eagle on May 28 and June 4, 1997, the following bids were received for cleaning, painting, waterproofing exterior of City Hall:

Marchbanks Speciality Co.	\$35,987.00
Cook & Riley	\$39,690.00
Lloyd G. Oliphant & Son Paint Co.	\$83,877.00

It was moved by Alderman Franklin, seconded by Alderman Bounds to reject the bids. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

LETTER:

A letter from Mayor Leslie dated June 24, 1997 mailed to the Board of Aldermen and the City Clerk concerning his resignation effective June 30, 1997 for retirement purposes was received and acknowledged.

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, to consider an Executive Session for a Personnel problem in the Police Department.

It was moved by Alderman Bounds, seconded by Alderman Sharpe to declare an Executive Session to discuss personnel problem. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

REGULAR SESSION:

It was moved by Alderman Howell, seconded by Alderman Sharpe to go out of Executive Session. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

RECOMMENDATION
CHIEF BRAMLETT
REGARDING OFFICER
ED TOLES:

It was moved by Alderman Magee, seconded by Alderman Franklin to accept the recommendation of Chief Bramlett concerning Officer Toles that he be suspended without pay for five days, beginning June 27, 1997 and ending July 1, 1997 and that he be reassigned for the month of July to work foot patrol in the Central Business District from 9:00 a.m. - 5:00 p.m., Monday through Friday, July 2 through July 31, 1997 and that a letter of reprimand be placed in his personnel file as a permanent record of unacceptable job performance and should he be involved in another collision while operating a city vehicle and that said collision be determined

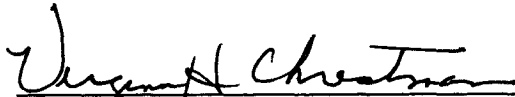
DEMENT—MERIDIAN 57-8720

RECOMMENDATION CONTINUED:

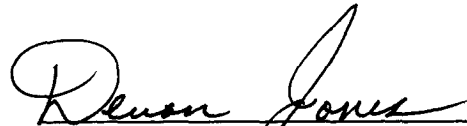
to be his fault, this would be grounds for immediate dismissal from the Oxford Police Department. All the aldermen voting aye, Mayor Protempore Jones declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.



Virginia H. Chrestman, City Clerk



Mayor Protempore Devon Jones

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF OXFORD

COUNTY OF LAFAYETTE

REGULAR MEETING

July 1, 1997

7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor Protempore Devon Jones at 7:00 p.m. on Tuesday, July 1, 1997 in the Courtroom of City Hall when and where the following were present:

Devon Jones - Mayor Protempore - Presiding

John Bounds - Alderman Ward III

Ulysses Howell - Alderman Ward IV

William Baker - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Steve Bramlett - Chief of Police

Terry McDonald - Fire Chief

Shirley Michael - Superintendent of
Solid Waste

Ben Smith - Director of Planning &
Development

Virginia H. Chrestman - City Clerk

Billy Lamb - Superintendent of Buildings
& Grounds

AGENDA:

It was moved by Alderman Sharpe, seconded by Alderman Howell to adopt the Agenda for the meeting. All the aldermen present voting aye, Mayor Protempore Jones declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of June 27, 1997 were approved as printed.

ACCOUNTS:

It was moved by Alderman Baker, seconded by Alderman Bounds to authorize approval of the Accounts as presented. All the aldermen present voting aye, Mayor Protempore Jones declared the motion carried.

LAST MEETING
THIS ADMINISTRATION:

Mayor Protempore Jones announced that this is the last meeting for Alderman Baker, Alderman Bounds and himself. He gave each one an opportunity to say a few words. Alderman Baker thanked his colleagues on the board, the Department Heads and employees. He also recognized Mayor John Leslie for his 24 years of service to Oxford. It was moved by Alderman Baker, seconded by Alderman Sharpe to authorize Ed Perry, City Attorney, to prepare an appropriate resolution commending John Leslie for 24 years of service to this city. All the aldermen present voting aye, Mayor Protempore Jones declared the motion carried.

Mayor Protempore Jones thanked his fellow Board members and stated that he had enjoyed working with each of them. He further thanked the Department Heads and the people who work for the Department Heads for going beyond the call of duty.

Alderman Bounds expressed his appreciation to fellow Board members and even though we did not always agree on issues we have remained friends. He thanked City Attorney Ed Perry and other Department Heads and also commended the Mayor for 24 years of service.

LAST MEETING
CONTINUED:

Alderman Magee made a few remarks about coming through an election, everybody wants to say what is wrong with the city and what they are going to do and there had been so much focus on the change and new ideas and he has thought a lot lately about looking around the city and seeing such things as the Activity Center, the Double Decker Bus and the City Swimming Pool and how the City has changed because so many new people have moved here and John Leslie has served the City well. This Board has put in countless hours and I think it is important that people stop and say "thank you and I appreciate your service and the City is in pretty good shape."

Chief McDonald thanked the Board on behalf of the Fire Department. Chief Bramlett thanked them for allowing him to serve as Chief. Shirley Michael thanked the Board for giving her an opportunity to serve as Director of Solid Waste. City Attorney, Ed Perry, summed it up for all Department and thanked the Board.

RESOLUTION

WHEREAS, *John Oliver Leslie*, is retiring from public life after serving the people of Oxford, Mississippi as Mayor continuously since 1973, and

WHEREAS, *Mayor Leslie*, prior to serving as mayor, served on the City of Oxford Planning Commission and the Oxford -Lafayette County Hospital Board serving as Chairman of both bodies, and

WHEREAS, *Mayor Leslie* has also served as President of the Mississippi State Pharmaceutical Association and was appointed by President Jimmy Carter to serve on a fifteen member committee as "advisor to the National Community Development Board" where he served as vice-chairman, and


WHEREAS, during his service as Mayor of the City of Oxford, significant strides were made in the betterment of life for all the people of Oxford, and

WHEREAS, during his tenure as Mayor of the City of Oxford there has been untold accomplishments too numerous to name but a few notable areas include street improvements, other capital improvements and tourism improvements, and

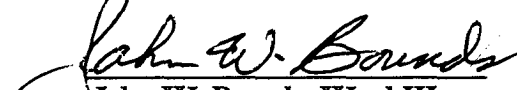
WHEREAS, *Mayor Leslie* has the lasting respect and admiration of the people of Oxford for his fairness and forthright approach in dealing with problems, willingness to make hard decisions, and unwavering loyalty and devotion to the people whom he served.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, that we do hereby commend and express our deepest appreciation to *John O. Leslie* for his tireless efforts, many enduring accomplishments and unparalleled contributions to the City of Oxford and for all his years of public service.

This the 1st day of July, 1997



Devon Jones, Mayor Pro-Tem


H. C. Franklin, Ward II


John W. Bounds, Ward III


Ulysses Howell, Ward IV


William Baker, Ward V


David Magee, Ward VI

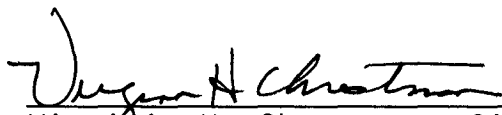

Tom Sharpe, Alderman-at-Large

Attest:

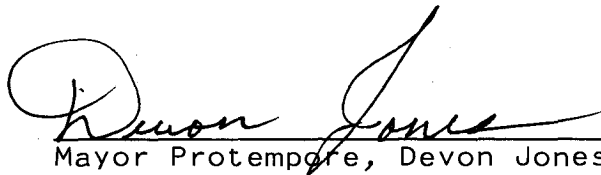

Virginia H. Chrestman

RECESS:

It was moved by Alderman Baker, seconded by Alderman Magee to recess to meet at 7:00 p.m. on July 8, 1997. All the aldermen present voting aye, Mayor Protempore Jones declared the motion carried.



Virginia H. Chrestman, City Clerk



Mayor Protempore, Devon Jones

RECESS MEETING

July 8, 1997

7:00 p.m.

CALL TO ORDER:

Pursuant to that order of July 1, 1997, the newly elected Mayor and Board of Aldermen did convene in the Court Room of the Oxford City Hall. The following persons were present:

Patricia C. Lamar, Mayor - Presiding

John Mistilis - Alderman Ward I

E. O. Oliver - Alderman Ward II

Janice Antonow - Alderman Ward III

Ulysses Howell - Alderman Ward IV

Kelly Allen - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Ben Smith - Director of Planning &
Development

David Bennett - Public Works Director

Shirley Michael - Superintendent of Solid
Waste

Johnny Earnest - Superintendent of Oxford
Electric

James "Bo" Ragon - City Shop Foreman

Terry McDonald - Fire Chief

Steve Bramlett - Chief of Police

Virginia H. Chrestman - City Clerk

Allen Jones - Director of Parks & Recreation

AGENDA:

After additions and corrections and re-arranging, it was moved by Alderman Sharpe, seconded by Alderman Howell to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Lamar declared the motion carried.

EMPLOYMENT OF
CITY PERSONNEL:

It was moved by Alderman Sharpe, seconded by Alderman Magee to authorize the re-employment of all city personnel, including the City Attorney, City Judge, City Prosecutor and City Public Defender. All the aldermen voting aye, Mayor Lamar declared the motion carried.

MAYOR PROTEMPORE:

It was moved by Alderman Sharpe, seconded by Alderman Magee to appoint Ulysses Howell as Mayor Protempore. All the aldermen voting aye, Mayor Leslie declared the motion carried.

OXFORD SCHOOL BUDGET:

Charles Webb of the Oxford School System came before the Mayor and Board of Aldermen to present the 1997-98 Budget for the Oxford School District in the total amount of \$17,740,431.80 with a total operations ad valorem tax request of \$3,903,727.00 and debt service ad valorem tax request of \$438,840.00. Alderman Howell excused himself from the discussion due to a possible conflict. It was moved by Alderman Antonow, seconded by Alderman Oliver to accept the budget as presented. All the aldermen excluding Howell voting aye, Mayor Lamar declared the motion carried.

JACKSON AVENUE
COMMITTEE REPORT:

Tom Howorth presented a report on behalf of the Task Force formed to consider the Jackson Avenue Project made up of himself, Tom Hall, Andy Mullins (who did not get to attend any meetings), Tom Sharpe, E. O. Oliver, John Mistilis, Janice Antonow, Kelly Allen and Guy Gillespie. He explained that the committee met four or five times along with T. W. Elliott of Elliott and Britt. The charge was to ascertain the status of the West Jackson Avenue Project and in view of the well publicized discussion about the project see if there might be some ways of responding to what seemed like a solid concern of a number of citizens. The committee brainstormed and assumed that the project as designed and is being constructed represented one way to do the project. Toward that end the committee looked at possibilities and alternatives and options available and some cannot be pursued due to no money being available. The group does not have any recommendations to make, but do have some alternatives that merit consideration and they are going to require the assistance of people who do know highway construction. It was moved by Alderman Sharpe, seconded by Alderman Mistilis to look at the alternatives of the committee at a recess meeting on Thursday, July 10, 1997 at 5:00 p.m. All the aldermen voting aye, Mayor Lamar declared the motion carried.

FAULKNER STATUE:

Questions concerning the Faulkner Statue were raised by Alderman Antonow. City Attorney Ed Perry attempted to be as factual as he could be concerning this matter. The previous Board of Aldermen authorized \$25,000.00 of the 2% Food and Beverage to be used for the Faulkner Statue. It was stated to the Board at that time by the Faulkner Centennial Committee that the \$25,000.00 would be utilized toward the total cost of \$50,000.00 which would be raised by private funds. The Board authorized the funds and that the statue would be placed on the grounds of City Hall. The City of Oxford is not a party to the Contract entered into by the committee and the sculptor. Alderman Magee expressed concern about the amount of concrete in front of City Hall and wanted to see how it could be altered. Archives and History must approve anything that goes on City Hall property as it is on the Historical Register. An application is pending before them. Dr. McLarty of the Centennial Committee came forward and made statements about the financing and that they want high visibility of the statue. He read the motion from the minutes of the Mayor and Board of Aldermen from the October, 1996 meeting when the money was authorized. It was moved by Alderman Sharpe, seconded by Alderman Magee that we withdraw approval of the placement of the Faulkner Statue on City property until or unless we resolve the issues and decide that City

FAULKNER STATUE
CONTINUED:

property is indeed the proper place to place the statue. All the aldermen voting aye, Mayor Lamar declared the motion carried.

It was moved by Alderman Magee, seconded by Alderman Howell to continue this matter until July 22, 1997 at 5:00 p.m. All the aldermen voting aye, Mayor Lamar declared the motion carried.

SEWER SERVICE OUTSIDE
CORPORATE LIMITS:

It was moved by Alderman Sharpe, seconded by Alderman Allen to approve the Agreement as proposed by Michael Wayne Bennett for sewer service to a parcel of land outside the Corporate Limits. All the aldermen voting aye, Mayor Lamar declared the motion carried.

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

AGREEMENT

This Agreement, made and entered into by and among the City of Oxford, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi, hereinafter referred to as "City"; A.B.E., Inc., a private corporation organized and existing under the laws of the State of Mississippi, hereinafter referred to as "ABE"; and Michael Wayne Bennett and Lisa Leigh Chandler, individuals, hereinafter referred to as "Bennett", shall be as enumerated below:

Whereas, Bennett desires to develop a parcel of land situated in Section 18, Township 8 South, Range 3 West, Lafayette County, Mississippi, and also situated within one mile of the corporate limits of the City, a description of said parcel being attached hereto as Exhibit "A"; and

Whereas, City water and sewer facilities are not presently available to serve said property; and

Whereas, water and sewer facilities are presently available to serve said property from the water and sewer system owned and operated by ABE, said ABE sewage system being connected into the City system under a previous agreement between the City and ABE; and

Whereas, the City, ABE and Bennett desire to enter into an Agreement whereby water and sewage facilities from ABE may be utilized to serve Bennett's proposed development.

Now therefore, the City, ABE and Bennett (the Parties) agree as follows:

1. That this Agreement shall replace and supersede any previous agreements, whether written or oral, between the City and ABE related to Lakeway Gardens Subdivision.

2. That Bennett shall construct, to City specifications, a sewage lift station, collection

lines and force main adequate to serve Bennett's

the doctor
13-04-98

proposed development, Lakeway Gardens Subdivision and future development of Bennett's property. Said sewage lift station shall include a flow meter approved by the City. All such facilities shall be constructed at no cost to City or ABE.

3. That the new sewage system shall be inspected by City and ABE, and upon approval by City and ABE, said system shall be donated by Bennett to ABE for operation and maintenance. Said system shall be conveyed to ABE through deed and/or easements, which shall be transferable to City.
4. That Bennett shall provide to City and ABE a plan of development, including engineering plans and specifications for the sewage system. Engineering plans and specifications for any water lines serving the development shall be provided to ABE by Bennett, and shall be subject to ABE approval.
5. That Bennett shall obtain all required approvals from all state and/or federal agencies having jurisdiction over the water and sewer facilities proposed to be constructed.
6. That in the event any portion of Bennett's Development, as shown on the development plan, shall be classified as a "subdivision" by City, said development shall be subject to all requirements of the City of Oxford Subdivision Regulations.
7. That City shall release to ABE all water and sewer rights to the acreage included within Bennett's proposed development as shown on the development plan. No land outside the development shall be released by City. Bennett shall provide a legal description of land within the proposed development as shown on the development plan.
8. That ABE shall obtain certificates of convenience

as shown on the development plan.

8. That ABE shall obtain certificates of convenience and necessity from the Mississippi Public Service Commission for water and sewer service.
9. That ABE shall pay to City all charges for sewer discharge into City's system in accordance with Section 31-24(b) of the Code of Ordinances of the City of Oxford, Mississippi.
10. That City plumbing permits shall be required for all buildings connected into the sewer system constructed under the terms of this Agreement.
11. That in the event the area released unto ABE under the terms of this Agreement shall ever be annexed into the corporate limits of the City of Oxford, ABE shall convey said sewage lift station, force main, collection lines and flow meter to City at no cost to City. Said conveyance shall be by deed or easement.

The execution of this Agreement shall not preclude the Parties from entering into any future agreements, or modifications of this Agreement, as they deem appropriate. This Agreement shall be binding upon all heirs and assigns of the Parties hereto.

IN WITNESS HEREOF, the City, ABE and Bennett have executed this Agreement on this the _____ day of June, 1997.

FOR THE CITY OF OXFORD, MISSISSIPPI:

Patricia C. Lamar
Mayor

ATTEST:

Virginia H. Chrestman
City Clerk

DEMENT—MERIDIAN 57-8720

(seal)

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This day personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named Patricia C. Lamar and Virginia H. Chrestman, Mayor and City Clerk, respectively, of the City of Oxford, Mississippi, who each acknowledged that they signed and delivered the above and foregoing Agreement on the day and year therein stated, after being authorized to so do.

Given under my hand and official seal on this the _____ day of June, 1997.

NOTARY PUBLIC

My Commission Expires:

FOR A.B.E., INC.:

Gordon T. Tollison
President

Annette P. Tollison
Secretary-Treasurer

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This day personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named Gordon T. Tollison and Annette P. Tollison, President and Secretary-Treasurer, respectively, of A.B.E., Inc., who each acknowledged that they signed and delivered the above and foregoing Agreement on the day and year therein stated.

Given under my hand and official seal on this the _____ day of June, 1997.

NOTARY PUBLIC

My Commission Expires:

DEMENT—MERIDIAN 57-8720

FOR MICHAEL WAYNE BENNETT AND LISA LEIGH CHANDLER:

Michael Wayne Bennett

Lisa Leigh Chandler

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This day personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named Michael Wayne Bennett and Lisa Leigh Chandler, who acknowledged that they signed and delivered the above and foregoing Agreement on the day and year therein stated.

Given under my hand and official seal on this the _____ day of June, 1997.

NOTARY PUBLIC

My Commission Expires:

APPOINTMENT
OXFORD PARK COMMISSION
BOARD:

It was moved by Alderman Magee, seconded by Alderman Mistillis to authorize the appointment of Tom Rankin to the Oxford park Commission Board for a 5-year term. All the aldermen voting aye, Mayor Lamar declared the motion carried.

PLANNING COMMISSION
ORDINANCE:

City Attorney Ed Perry, at the request of Mayor Lamar, presented a proposed Ordinance changing the number of members for the Planning Commission from 5 to 7 and to clarify who makes the appointments to the Planning Commission.

It was moved by Alderman Antonow, seconded by Alderman Sharpe to continue this matter until the Thursday meeting. All the aldermen voting aye, Mayor Lamar declared the motion carried.

LIAISONS FOR
CITY DEPARTMENTS:

Mayor Lamar announced the appointment of the following to serve as Liaisons for City Departments:

LIAISONS CONTINUED:**REPRESENTATIVE TO TOURISM - KELLY ALLEN**

**TOUR BUS COMMITTEE: DAVID MAGEE
 KELLY ALLEN
 LOUISE AVENT**

THREE RIVERS PLANNING & DEVELOPMENT DISTRICT - E. O. OLIVER

*

*

*

*

FEASIBILITY STUDY FOR
TELECOMMUNICATIONS NETWORK:

Johnny Earnest, Superintendent of the Electric Department, requested permission for a feasibility study for Telecommunications Network estimated to cost \$27,500.00. If started in September, it could be completed by November 30th. This matter was continued for the Electric Department liaisons to get with Mr. Earnest and put on the Agenda for the July 22nd meeting.

APPOINTMENTS TO THE
ECONOMIC DEVELOPMENT
FOUNDATION:

Appointments to the Economic Development Foundation run concurrent with the Mayor and Board of Aldermen.

Alderman Allen nominated Dr. William C. Baker. Alderman Mistilliis nominated Vickie Cook. Alderman Oliver nominated Dr. Ernest Lowe. Alderman Antonow nominated Tom Sharpe as the alderman representative. It was moved by Alderman Magee, seconded by Alderman Oliver to authorize the appointments as nominated to the Economic Development Foundation. All the aldermen voting aye, Mayor Lamar declared the motion carried.

LANDSCAPE COMMITTEE:

The following Landscape/Board Committee was announced:

David Magee, Chairman
Tom Sharpe
Janice Antonow
Ben Smith
Johnny Earnest

VISIT/WALK THROUGH CITY DEPARTMENTS:

Alderman Sharpe suggested that it would be very helpful to the new aldermen if times could be set up for the Mayor and Aldermen to walk through and visit all city departments in order to become more familiar with the operation of each department. This item will be placed on the Agenda for July 22nd to set up dates and time.

GUIDELINES FOR PREPARATION OF CITY BUDGET:

Alderman Sharpe proposed that the Mayor appoint a committee of Aldermen to meet with her to develop guidelines for approval of the entire board to be used in forming the budget for 1997-98. Mayor Lamar stated that she would make appointments soon.

REPAIR POLICE CAR #9:

Chief Bramlett reported quotes obtained to repair Car #9.

Belk	\$ 7,483.81
Chandler	\$10,561.69
Southland	\$10,697.99

It was moved by Alderman Magee, seconded by Alderman Howell to authorize the repair of the car by Belk.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

RESIGNATION
GREG PETTIS
POLICE DEPARTMENT:

It was moved by Alderman Howell, seconded by Alderman Allen to accept the resignation of Greg Pettis as of June 30, 1997 with regrets. All the aldermen voting aye, Mayor Lamar declared the motion carried.

REPLACEMENT
POLICE OFFICER:

Chief Bramlett requested that a replacement be selected from the last group of applicants. This matter was continued until Thursday, July 10.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Howell, seconded by Alderman Sharpe to authorize approval for payment the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ELECTRIC DEPARTMENT
BUDGET:

It was moved by Alderman Sharpe, seconded by Alderman Howell to approve the Electric Department Budget as presented with the exception of salaries and that any increase in salaries be considered at the time other city departments are considered. All the aldermen voting aye, Mayor Lamar declared the motion carried.

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Magee to consider an Executive Session for a Personnel Matter in the Fire Department. All the aldermen voting aye, Mayor Lamar declared the motion carried.

EXECUTIVE SESSION
CONTINUED:

It was moved by Alderman Magee, seconded by Alderman Howell to declare an Executive Session for a Personnel Matter.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

City Clerk Chrestman made an announcement in the hall to the public that the board voted to declare an Executive Session for a Personnel Matter in the Fire Department.

REGULAR MEETING:

It was moved by Alderman Magee, seconded by Alderman Allen to to out of Executive Session.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

TERMINATION
GARY HENSLEY
FIRE DEPARTMENT:

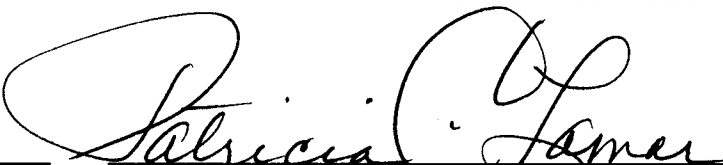
It was moved by Alderman Magee, seconded by Alderman Howell to terminate the employment of Gary Hensley from the Fire Department. All the aldermen voting aye, Mayor Lamar declared the motion carried.

RECESS:

It was moved by Alderman Sharpe, seconded by Alderman Magee to Recess to meet at 5:00 p.m., Thursday, July 10, 1997.

All the aldermen voting aye, Mayor Lamar declared the motion carried.


Virginia H. Chrestman, City Clerk


Patricia C. Lamar, Mayor

RECESS RECESS MEETING

July 10, 1997

5:00 p.m.

CALL TO ORDER:

Pursuant to that order of July 8, 1997 the Mayor and Board of Aldermen did meet on July 10, 1997 at 5:00 p.m. in City Hall with the following present:

Patricia C. Lamar, Mayor - Presiding

John Mistilis - Alderman Ward I

E. O. Oliver - Alderman Ward II

Janice Antonow - Alderman Ward III

Ulysses Howell - Alderman Ward IV

Kelly Allen - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Virginia H. Chrestman - City Clerk

Ed Perry - City Attorney

Terry McDonald - Fire Chief

Steve Bramlett - Chief of Police

Shirley Michael - Superintendent of
Solid Waste

David Bennett - Public Works Director

James "Bo" Ragon - City Shop Foreman

Ben Smith - Director of Planning and
Development

CONSIDERATION OF
JACKSON AVENUE
PROJECT:

In the absence of the Task Force Chairman, Tom Howorth, T. W. Elliott of Elliott and Britt Engineers spoke about the Jackson Avenue Project. Different concepts of the project were discussed and citizens were given an opportunity to ask questions about this matter. After much discussion, it was moved by Alderman Allen, seconded by Alderman Antonow to authorize the Engineering firm of Elliott and Britt to prepare a design for the on going Phase I to include four lanes with a median at a

JACKSON AVENUE
PROJECT CONTINUED:

cost for the redesign of \$5,000 to \$8,000 so that we can then have the contractor give a cost estimate of the proposed new design. After some more discussion, all the aldermen voted aye and Mayor Lamar declared the motion carried.

ORDINANCE 1997-7:

It was moved by Alderman Antonow, seconded by Alderman Sharpe to adopt Ordinance 1997-7, "AN ORDINANCE TO AMEND SECTION 2-55 AND 2-57 AND 2-59 OF THE CODE OF ORDINANCES OF OXFORD, MS, TO INCREASE THE NUMBER OF PLANNING COMMISSION MEMBERS AND TO PROVIDE FOR VACANCIES". Said Ordinance is recorded in Ordinance Book 5 at pages 392-393. All the aldermen voting aye, Mayor Lamar declared the motion carried and the ordinance effective immediately as it was passed unanimously.

APPOINTMENTS TO THE
PLANNING COMMISSION:

Mayor Lamar announced the following appointments to the Planning Commission:

APPOINTMENTS CONTINUED:**PLANNING COMMISSION**

**HILL LAWHEAD
TOM HOWORTH
BUDDY FAULKNER
DONNA BUCHANAN
RICHARD BARNES, CHAIRMAN**

**TOM HORTON
VADA BAIRD**

ALDERMEN ASSIGNED TO PLANNING COMMISSION

JULY 1997 - 1998	JANICE ANTONOW
JULY 1998 - 1999	E. O. OLIVER
JULY 1999 - 2000	KELLY ALLEN
JULY 2000 - 2001	DAVID MAGEE

It was moved by Alderman Howell, seconded by Alderman Magee to authorize approval of the Mayor's appointments to the Planning Commission. All the aldermen voting aye, Mayor Lamar declared the motion carried.

EMPLOYMENT OF
POLICE OFFICER:

There came on for consideration the employment of a Police Officer to fill the position vacated by Greg Pettis. The applications on file in the pool of applications from the last advertisement are more than 90 days from the cutoff date. City Policy is that applications remain on file and be used within a 90-day period from the cutoff date. Chief Bramlett explained that the cutoff date for applications for Police Officer was March 10. Once the applications are taken, there is some time involved in background check, physical fitness test and interviews. In this case it was 42 days. There is a shortage of two officers

POLICE OFFICER CONTINUED:

on this particular shift as he has one officer on leave because of surgery. He is not expected to return to work until September 1st. It was moved by Alderman Magee, seconded by Alderman Howell that in this particular situation we make a special exception due to the shortage on this shift and authorize the employment of Chad Redditt from the applicants on file from the advertisement closing of March 10th. All the aldermen voting aye, Mayor Lamar declared the motion carried.

EMPLOYMENT OF
FIRE FIGHTER:

Chief McDonald requested that a person be employed to replace Gary Hensley and further that consideration be given to employing four fire fighters to replace the three retirees and one who resigned recently. In order to hire the four replacements, there is not sufficient money in the Personnel Budget. City Attorney Perry explained that being a new board the Budget could be amended in August to cover this item if there is sufficient money to amend the Budget. Chief McDonald explained that when the six new fire fighters go to the Academy it may be necessary to close one of the fire stations as there will not be sufficient personnel to cover three stations. It was moved by Alderman Magee, seconded by Alderman Allen to authorize the employment of Rodrick Storrs to be

DEMENT—MERIDIAN 57-8720

EMPLOYMENT OF
FIRE FIGHTER CONTINUED:

employed effective July 14, 1997.
All the aldermen voting aye, Mayor
Lamar declared the motion carried.

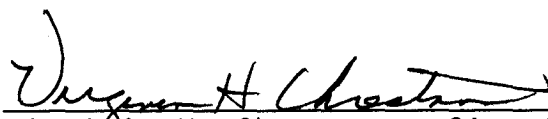
Alderman Magee, as liaison for the
Fire Department will get with Chief
to go over the other request to be
considered at a later time.

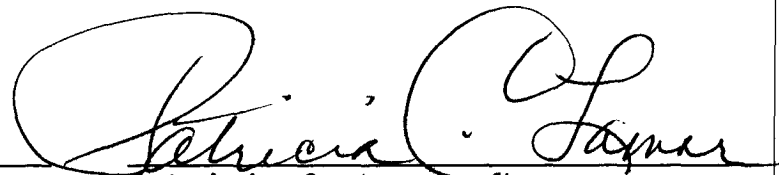
FAULKNER STATUE:

Mayor Lamar announced that we had
voted at the meeting of July 8, 1997
to consider the Faulkner Statue at a
meeting to be held on July 22. This
matter will be continued until July
29 as our attorney has a conflict on
the 22nd and will not be in attendance
at the meeting.

RECESS:

It was moved by Alderman Sharpe,
seconded by Alderman Antonow to recess
to meet at 7:00 p.m. on July 22, 1997
as the regular scheduled meeting for
the third Tuesday in the month will
not be held due to a conflict with
the Mississippi Municipal Association
Annual Meeting in Biloxi. All the
aldermen voting aye, Mayor Lamar
declared the motion carried.


Virginia H. Chrestman, City Clerk


Patricia C. Lamar, Mayor

EMPLOYMENT OF
FIRE FIGHTER CONTINUED:

employed effective July 14, 1997.
All the aldermen voting aye, Mayor
Lamar declared the motion carried.

Alderman Magee, as liaison for the
Fire Department will get with Chief
to go over the other request to be
considered at a later time.


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Annual Meeting in Biloxi. All the
aldermen voting aye, Mayor Lamar
declared the motion carried.


Virginia H. Chrestman, City Clerk


Patricia C. Lamar, Mayor

DEMENT—MERIDIAN 57-8720

MINUTES:

There being no additions or corrections, the Minutes of July 1, July 8 and July 10th were approved as printed.

LIBRARY REQUEST:

Darry Whittington and Dotsy Fitts of the Library came before the Mayor and Board of Aldermen to request \$74,800.00 for support of the Library for 1997-98.

DONOR FUNDS
FOR BICYCLE
PATH SIGNS:

Dr. Robert Cooper came before the Mayor and Board of Aldermen to present a check for \$350.00 from Tourism Council, which represents funds raised to fund signs for bicycle path for downtown route. He requested that we continue to look into mapping other routes and Rails to Trails was also discussed.

SEWER SERVICE:

Whitman Smith came before the Mayor and Board of Aldermen to discuss sewer service to a piece of property owned by his father, Ben Mistilis. Alderman John Mistilis recused himself from discussing this matter. Mr. Smith requested that the City Ordinance Section 31-61, (2) and (6) be reviewed. He feels that it is unfair. Public Works Director has estimated the cost of construction, the estimated sewer bill and the difference to be paid by the owner as required by the Ordinance. Mayor Lamar appointed the following committee to study this matter:

Alderman E. O. Oliver
David Bennett
Ed Perry

OXFORD TOURISM COUNCIL:

Robyn Tannehill, Director of the Oxford Tourism Council came before the Mayor and Board of Aldermen to request funding in the amount of \$160,000.00 from the 2% Food and Beverage Fund to fund advertising and promotion for 1997-98. This matter will be placed on the Agenda for the third Tuesday in August meeting.

NEWSLETTER
INFORMED CITIZENS, INC.:

Jimmie Frierson came before the Mayor and Board of Aldermen to offer services of a newsletter from Informed Citizens, Inc. They will be happy to publish articles submitted by the Mayor and/or Board of Aldermen to better inform our citizens of action of city government. Deadline for submitting articles is the 15th of each month. Circulation is expected to be between 5,000 and 8,000.

JACKSON AVENUE
PROJECT, PHASE I:

T. W. Elliott gave an informational update on the Jackson Avenue Project. The firm is proceeding along the line as instructed at the last meeting. It will take 3-4 weeks to pull together the final design and cost estimate based on unit prices. The safety concerns have been addressed and there will be enough green to have a visible impact on the project.

REZONING CASE 625
(BRAMLETT BLVD AND
631 MCLARTY ROAD):

Ben Smith reported that the Planning Commission continued Case #625 and did not recommend rezoning Case #631 from R-B to R-C. It was moved by Alderman Sharpe, seconded by Alderman Howell to accept the recommendation of the Planning Commission.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

ORRWOOD SUBDIVISION:

It was moved by Alderman Magee, seconded by Alderman Sharpe to accept the recommendation of the Planning Commission and approve the Preliminary and Final Subdivision Plat for Orrwood Subdivision located east of Cullen Road. All the aldermen voting aye, Mayor Lamar declared the motion carried.

GOOSE CREEK ESTATES
SUBDIVISION:

David Bennett advised the board that the Planning Commission approved the Preliminary and Final Subdivision Plat for Goose Creek Estates Subdivision. The letter of credit has been posted. It was moved by Alderman Howell, seconded by Alderman Allen to approve preliminary and final subdivision plat for Goose Creek Estates Subdivision located on Anderson Road. All the aldermen voting aye, Mayor Lamar declared the motion carried.

RESIGNATION
KEITH RAY
SEWER DEPARTMENT:

It was moved by Alderman Mistilis, seconded by Alderman Magee to accept the resignation of Keith Ray from the Sewer Department, effective July 31, 1997 and to authorize advertisement for a replacement with the salary stated in the advertisement.

All the aldermen voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT
FIRE FIGHTERS:

It was moved by Alderman Magee, seconded by Alderman Oliver to authorize the employment of:

Wade Smith
Reed Naron
Brent Miller
Russell Gardner

as fire fighters to replace the persons who resigned and retired in the past month. Budget will need to be amended in August to cover some of the payroll. All the aldermen voting aye, Mayor Lamar declared the motion carried.

FEASIBILITY STUDY
TELECOMMUNICATIONS
INFRASTRUCTURE FOR
CITY OF OXFORD:

Johnny Earnest, Superintendent of the Electric Department requested that we conduct a feasibility study on a telecommunications infrastructure for City of Oxford at a cost of \$27,500.00. The study should be completed by the middle of November.

It was moved by Alderman Howell, seconded by Alderman Magee to authorize the feasibility study as outlined by Mr. Earnest. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Allen, seconded by Alderman Sharpe to authorize payment of the electric Department Accounts as presented.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

ACCOUNTS:

It was moved by Alderman Sharpe, seconded by Alderman Antonow to authorize payment of Water and Sewer Fund and Trust and Agency Accounts as presented.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

TIME CHANGE
FOR MEETINGS:

It was moved by Alderman Allen, seconded by Alderman Magee to authorize the attorney to prepare a proposed ordinance to be considered at the next meeting changing the meeting time from 7:00 p.m. to 5:30 p.m. Citizens are encouraged to comment on this proposal prior to the next meeting.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

DEPARTMENTAL VISITS:

Alderman Sharpe will confer with Virginia Chrestman to develop a schedule for the Departmental Visits. It was determined that Monday is not a good day for visits.

BUDGETS FOR
1997-98:

Each department head was requested to have budget prepared by the third Tuesday in August. Alderman Antonow requested that job descriptions and salary history be a part of the information submitted. The budget and mill rate are to be adopted by 9-15-97.

DEPUTY CLERK
POSITION:

City Clerk, Virginia Chrestman, stated that the Deputy Clerk position was advertised in April with a cut off date of 4-22-97. 65 applications were received, but time has not allowed for interviews and selection of an applicant. She requested that the applications be continued to allow for interviews. This request was granted.

ANNOUNCEMENT:

Mayor Lamar announced that a request has been made for a legal opinion from the Attorney General's office concerning the Faulkner Statue. The opinion is not expected by 7-29-97 and that the Recess Meeting will not be held on 7-29-97. Notice will be given when a meeting on this matter is scheduled.

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Magee that we consider going into Executive Session concerning litigation. All the aldermen voting aye, Mayor Lamar declared the motion carried.

EXECUTIVE SESSION CONTINUED:

It was moved by Adlerman Magee, seconded by Alderman Sharpe to declare an Executive Session for attorney Timothy Threadgill to bring us up-to-date on a lawsuit.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

City Clerk Chrestman announced in the hall that the board voted to remain in Executive Session concerning litigation.

REGULAR SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Magee to go out of Executive Session.

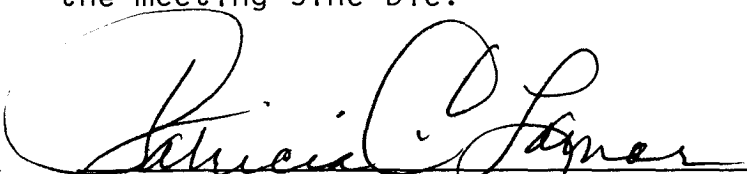
All the aldermen voting aye, Mayor Lamar declared the motion carried.

No action was required as the result of the Executive Session.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


Patricia C. Lamar, Mayor

UNITED STATES OF AMERICA
 STATE OF MISSISSIPPI
 CITY OF OXFORD
 COUNTY OF LAFAYETTE

REGULAR MEETING

August 5, 1997

7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor Patricia C. Lamar at 7:00 p.m. on Tuesday, August 5, 1997 in the Courtroom of City Hall when and where the following were present:

Patricia C. Lamar, Mayor - Presiding
 John Mistilis - Alderman Ward I
 E. O. Oliver - Alderman Ward II
 Janice Antonow - Alderman Ward III
 Ulysses Howell - Alderman Ward IV
 Kelly Allen - Alderman Ward V
 David Magee - Alderman Ward VI
 Tom Sharpe - Alderman At-Large
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Shirley Michael - Superintendent of
 Solid Waste
 Johnny Earnest - Superintendent of
 Oxford Electric
 Billy Lamb - Superintendent of Buildings
 & Grounds
 Steve Bramlett - Chief of Police
 Terry McDonald - Fire Chief
 David Bennett - Public Works Director
 Bo Ragon - City Shop Foreman
 Ben Smith - Director of Planning and
 Development

AGENDA:

It was moved by Alderman Sharpe, seconded by Alderman Antonow to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Lamar declared the motion carried

MINUTES:

There being no additions or corrections to the Minutes of July 22, 1997 were approved as printed.

WEST OXFORD LOOP
STREET ASSESSMENT:

Attorney William Sloan on behalf of James and Bernice Davis and P and P Land Development came before the Mayor and Board of Aldermen to request that Special Street Improvements on West Oxford Loop that are currently assessed to Davis and P and P be split and assessed to the new owners of the property. 1,139.39 front feet were assessed to the Davis' and P and P Land Developments, Inc. Since October of 1994, 858 of these front feet have been sold to others. The names and addresses of the buyers were presented by Mr. Sloan. Certified Notices have been mailed to the new owners. Mr. Ed Roberts was present to represent Mr. Harwell and Mr. Danford. Mr. and Mrs. Jesse Beard were also present at the meeting. Mr. Roberts stated that his clients do not wish to pay the front foot assessment as they feel that it was a lien on the property at the time of the sale and should be paid by Mr. and Mrs. Davis and P and P. All sides were given an opportunity to speak. It was moved by Alderman Howell, seconded by Alderman Antonow to deny the request to split the front foot Assessment. The vote was as follows:

Voting aye - Mistilis, Oliver,
Antonow, Howell,
Magee, Sharpe

Voting no - Allen

Mayor Lamar declared the motion carried.

OXFORD HUMANE SOCIETY:

Alderman Sharpe recused himself from this matter as he could have the appearance of a conflict of interest.

Clara Lee Arnold, President of the Oxford Humane Society and Lois Laseur Director of the Animal Shelter came before the Mayor and Board of Aldermen to report on operations of the Shelter and to request additional funding for the Shelter for 1997-98. Minimum wage has increased and created the need for additional funding. The request for the next year is for an additional \$2400.00 per month.

This request will be considered when the aldermen consider the budget.

TRAFFIC CONTROL OFFICER
FOR OXFORD-UNIVERSITY SCHOOL:

There came on for consideration the request of Oxford University School for a Traffic Control Officer for the 1997-98 school year at 2402 South Lamar. OUS will pay the expense for the Traffic Officer. The first day of school for OUS is August 13, 1997. It was moved by Alderman Magee, seconded by Alderman Sharpe that we grant the request of OUS with the school paying the salary of the Officer of \$2,002.00 plus FICA for the year. All the aldermen voting aye, Mayor Lamar declared the motion carried.

QUIT CLAIM DEED TO
UNOPENED SOUTH 13TH STREET:

Upon the request of Attorney Bob Whitwell, it was moved by Alderman Allen, seconded by Alderman Sharpe to authorize the Mayor and Clerk to execute a Quit Claim Deed to Francis D. Veazey for a portion of unopened South 13th Street at 1215 Pierce Avenue. All the aldermen voting aye, Mayor Lamar declared the motion carried.

APPOINTMENT
CITY ELECTION
COMMISSIONERS:

It was moved by Alderman Sharpe, seconded by Alderman Howell to authorize the appointment of Katherine Dailey, Chairman and Barbara Carr to the City Election Commission. All the aldermen voting aye, Mayor Lamar declared the motion carried. The third appointment will be made at the next meeting.

MEETING TIME CHANGE:

Attorney Ed Perry presented an Ordinance as requested from a prior meeting changing the time of the Board Meeting from 7:00 p.m. to 5:30 p.m. It was moved by Alderman Antonow, seconded by Alderman Sharpe to continue this matter until the next meeting to give citizens time to express their opinion about this matter. All the aldermen voting aye, Mayor Lamar declared the motion carried.

DEMENT—MERIDIAN 57-8720

PROHIBITION OF ROLLER
SKATES, ETC., WITHIN
SIDEWALKS AND PARKING
LOTS OF CENTRAL BUSINESS
DISTRICT:

There came on for consideration an Ordinance that would prohibit roller skates, etc., within sidewalks and parking lots of the Central Business District. There was much discussion about this matter. Jose' Garibay, Eric Lundahl and Michael Atwood addressed the board and requested a place to be designated for them to use skateboards, roller blades, etc. Aldermen expressed concern that the ordinance as drafted would prohibit families from using the sidewalks in the business district for kids under supervision to roller skate, stroll baby strollers, etc. The following committee was appointed to study this matter:

John Mistilis
Ulysses Howell
Kelly Allen
Steve Bramlett
Ed Perry

TIPS WORKSHOP
MEMPHIS, TN:

Upon the request of Chief Bramlett, it was moved by Alderman Howell, seconded by Alderman Allen to authorize Kevin Stark and Andrew Moore to attend TIPS Workshop in Memphis, October 6-7 with a registration fee of \$100.00 each. All the aldermen voting aye, Mayor Lamar declared the motion carried.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, DECLARING ITS INTENTION TO PROVIDE ITS PRO RATA SHARE OF THE OXFORD-LAFAYETTE COUNTY VOCATIONAL-TECHNICAL CENTER (OXFORD-LAFAYETTE COUNTY VOCATIONAL-TECHNICAL INDUSTRIAL COMPLEX)

WHEREAS, the Board of Trustees of the Oxford Municipal Separate School District unanimously adopted a Resolution and Order requesting the Mayor and Board of Aldermen of the City of Oxford, Mississippi, to levy taxes in the amount of \$ 138,680.00 to assist in the operation of the Oxford-Lafayette County Vocational Center (Oxford-Lafayette County Business and Industrial Complex) in order to enable the Oxford Municipal Separate School District to pay its pro rata share of the operation of the Oxford-Lafayette County Vocational-Technical Center during the 1997-98 school session; and

WHEREAS, the Oxford Municipal Separate School District, under agreement entered into by and between the Oxford Municipal Separate School District, dated September 28, 1971, is obligated to pay its pro rata share of the operation of the Oxford-Lafayette County Vocational-Technical Center (Oxford-Lafayette County Business and, Industrial Complex); and,

WHEREAS, as required by law, and particularly Section 37-7-409, Mississippi Code of 1972, Annotated, and amendments thereto, the Mayor and Board of Aldermen are required to make such levy as requested in said Resolution and Order of said Board of Trustees, and to declare its intention to so do by this Resolution, and as hereinafter provided, and in accord with said Section 37-7-409.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD of Aldermen of the City of Oxford, as follows:

Section 1: Pursuant to the aforesaid Resolution and Order of the Board of Trustees of the Oxford Municipal Separate School District and as required by law, and particularly said Section 37-7-409, Mayor and Board of Aldermen declare its intention to levy

taxes in the amount of \$ 138,680.00 for the purpose of providing funds to said school district to assist in the operation of the Oxford-Lafayette County Vocational-Technical Center (Oxford-Lafayette County Business and Industrial Complex) as provided by law and in particular said Section 37-7-409.

Section 2: That this Mayor and Board of Aldermen proposes to make said levy at a meeting of said Mayor and Board of Aldermen to be held on September 2, 1997 at 7:00 P.M. If twenty percent (20%) of the qualified electors of the Oxford Municipal Separate School District shall file a petition against the making of said levy herein provided for within the time specified in Section 3 of this Resolution, and requesting an election on the proposition of levying such additional tax for school purposes, then such levy shall not be made until an election on the proposition of levying such additional tax for school purposes, then such levy shall not be made until and election shall be held to determine whether or not a majority of qualified electors of said district shall favor the additional levy for school purposes.

Section 3: That this Resolution shall be published once a week for not less than three (3) consecutive weeks in The Oxford Eagle, a newspaper published and having a general circulation in Lafayette County and is a qualified newspaper under the provisions of Chapter 427, Laws of Mississippi of 1948, and amendments thereto. The first publication of this Resolution shall be made not less than twenty-one (21) days prior to the date fixed in Section 2, of this Resolution for the making of such additional levy, and the last publication shall be made not more than seven (7) days prior to such date. That if within fifteen (15) days after the final publication of the Resolution a petition signed by at least twenty percent of the qualified electors of the Oxford Municipal Separate School District requesting an election on the proposition of levying such additional taxes for school purposes is filed with the City Clerk of the City of Oxford, such levy shall

not be made until an election shall be held to determine whether or not a majority of qualified electors of the Oxford Municipal Separate School District shall be made by the Mayor and Board of Aldermen in the manner, form and time as required by law. All as provided in said Section 37-7-409, Mississippi Code of 1972, Annotated, and amendments thereto.

Section 4: That the City Clerk shall be and she is hereby directed to obtain from the publisher of the aforesaid newspaper, the customary Proof of Publication of this Resolution, and shall have the same before the Mayor and Board of Aldermen on the date specified in Section 2 of this Resolution.

Alderman Sharpe made the motion which was seconded by Alderman Magee to adopt the foregoing Resolution, which was introduced in writing at the meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, held on August 5, 1997, and was at said meeting, read, considered, and adopted, paragraph by paragraph, section by section then as a whole, and the question being put to a roll call vote, the result was as follows:

Alderman Mistilis	voted <u>aye</u>
Alderman Oliver	voted <u>aye</u>
Alderman Antonow	voted <u>aye</u>
Alderman Howell	voted <u>aye</u>
Alderman Allen	voted <u>aye</u>
Alderman Magee	voted <u>aye</u>
Alderman Sharpe	voted <u>aye</u>

Approved, this the 5th day of August, 1997.

/s/ Patricia C. Lamar
PATRICIA C. LAMAR, MAYOR

ATTEST;

/s/ Virginia H. Chrestman
VIRGINIA H. CHRESTMAN, CITY CLERK

Publish: August 11, 18, 25, September 1, 1997

ADVERTISEMENT FOR BIDS
FOR PAINTING AND
WATERPROOFING CITY HALL:

It was moved by Alderman Sharpe, seconded by Alderman Allen to authorize advertisement for bids for painting and waterproofing City Hall. All the aldermen voting aye, Mayor Lamar declared the motion carried.

1997 CONGRESS OF CITIES -
PHILADELPHIA, PA
DECEMBER 2-6, 1997:

It was moved by Alderman Howell, seconded by Alderman Magee to authorize payment of registration fee in the amount of \$365.00 for Mayor Lamar to attend 1997 Congress of Cities Seminar in Philadelphia, PA, December 2-6, 1997. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ATTORNEY WITH
ARTS SPECIALTY:

It was moved by Alderman Magee, seconded by Alderman Antonow to authorize the employment of Steve McDavid, Attorney, who specializes in the arts to assist and serve as a mediator with the Faulkner Statue. All the aldermen voting aye, Mayor Lamar declared the motion carried.

STUDY TASK FORCE
MASTER PLAN FOR
THE 21ST CENTURY:

Each alderman named two members to the Task Force and Mayor Lamar named six and the Ex-Officio Members as follows:

Planning Task Force

	Home Phone
<u>Vaughn Grisham, Chairman</u>	234-2409
<u>John Mistilis</u>	236-6422
Francesca Diggs	281-8714
Darlene Washington	
<u>Ulysses Howell</u>	234-0938
Bob King (Middle School)	234-8167
Leonard Thompson	234-6148
<u>Tom Sharpe</u>	234-2953
Frank Anderson	234-5438
Mary Ann Fruge Tom Davis	234-6357 234-0747
<u>David Magee</u>	234-9399
Mary Dendy	234-4476
Ben Pettis	234-0561
<u>Janice Antonow</u>	234-1640
Paula Shanks	234-8817
Tina Davis	
<u>E. O. Oliver</u>	234-1681
Margaret Hall	236-1570
Larry Overstreet	236-1924
<u>Kelly Allen</u>	234-7687
Martha Whitwell	234-9110
Bo Elliott, III	234-8153

Patricia Chadwick Lamar

Kay Cobb	236-2367
Jesse Davis	234-8893
Mike Slaughter	234-0958
Gloria Kellum	232-5826
John Kloha	234-1410
Mary Ann Walsh	234-3722

Ex Officio

Steve Bramlett	232-2400
Johnny Earnest	232-2371
Ben Smith	232-2305
Shirley Michael	232-2359
Richard Barnes	234-0497
Gary Massey	234-7855
Chris Christenberry	234-5615 (US P.O.)
Buck Buchanan	234-3351 (US Atty)
John Jordon	234-3541 (OHS)
Jeffrey White	236-6429

Vaughn Grisham will chair the Task Force Committee and notify members of the meeting.

EMPLOYMENT OF
DEPUTY CLERK:

Interviews were conducted from the applications from April. An applicant was selected for recommendation to you, but she has withdrawn. It was moved by Alderman Magee, seconded by Alderman Oliver that we readvertise the position of Deputy Clerk/Collector with job description as presented at an hourly rate of \$8.00 per hour. All the aldermen voting aye, Mayor Lamar declared the motion carried.

RE-EMPLOYMENT OF
BRENDA HARTLEY
AS NEEDED:

It was moved by Alderman Sharpe, seconded by Alderman Magee to authorize the re-employment of Brenda Hartley to work in the Clerk's office on an as needed basis in compliance with State Retirement Guidelines at the rate of \$15.00 per hour. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ADVERTISEMENT FOR
EMPLOYMENT OF
DEPUTY CLERK/SECRETARY:

It was moved by Alderman Allen, seconded by Alderman Howell to authorize the advertisement for the employment of a Deputy Clerk/Secretary at an annual salary of between \$19,500 - \$20,000.00. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ACCOUNTS:

It was moved by Alderman Allen, seconded by Alderman Howell to authorize payment of the Accounts as presented. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ELECTRIC DEPARTMENT ACCOUNTS:

It was moved by Alderman Sharpe, seconded by Alderman Mistillis to authorize payment of the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Lamar declared the motion carried.

SCHEDULE OF DEPARTMENT VISITS:

It was moved by Alderman Sharpe, seconded by Alderman Antonow that the Board of Aldermen visit the Departments as outlined on a calendar presented to each alderman and also make the schedule available to The Oxford Eagle for media and public if they want to attend. All the aldermen voting aye, Mayor Lamar declared the motion carried.

Police Department - 4:00 August 5th

Fire Department - 4:00 August 6th

Solid Waste & Shop - 12:00 Noon - August 12

Park Commission - 4:00 Park Commission - meet at Stone Park

Streets, Water, Sewer, Wastewater - 4:00 August 14

Animal Shelter - 4:00 August 20th

Zoning, Court, Financial, Bldg. & Grounds - August 21 - 4:00 p.m. at City Hall

Electric Department - August 27 at 4:00 p.m.

AIRPORT FEASIBILITY COMMITTEE:

Mayor Lamar announced the following members who have been appointed to an Airport Feasibility Committee:

AIRPORT AUTHORITY FEASIBILITY COMMITTEE

Name	Address	Phone	Fax
Harry Sneed, Chairman	723 Shady Oaks Circle	(H)234-5854 (W)234-3232	234-3259
Susan Barksdale	1003 Jefferson Avenue	(H)234-1523 (W) 236-5600	236-6763
Andy Mullins	203 Rachelle Drive	(H)234-1430 (W) 232-7064	232-5935
Gary Massey	35 K David	(H) 234-7855 (W)234-6123	
Kelly Allen	409 Country Club Road	(H)234-7687	236-7157
Doug Fancher	619 Van Buren Avenue	(H)234-1359	236-6604
David Abbey	425 Van Buren Avenue Apt 7	(H)234-6723	281-1340
Kathy Nelson	Whirlpool, 927 Whirlpool Drive	(H)234-7116 (W)234-3131	234-0483
Ken Wooten	Route 3 Box 223, Water Valley, MS 38965	(H) 234-6934 (W)473-1122	234-0608
Sherwin Haynie	Abbeville Bank, P. O. Box 39, Abbeville, MS 38601	(W)234-5520 Call before fax	234-5520
Richard Taylor	P. O. Box 423, University, MS 38677	(H)236-2032 (W)234-0430 (W)281-8795	232-7752
Rogers Lyles	1617 Pierce Ave Extd	(H)234-6471	232-7752

LIAISON
ANIMAL SHELTER:

Mayor Lamar announced that John Mistilis is appointed to serve as liaison to the Animal Shelter.

ANNOUNCEMENTS:

Mayor Lamar called attention to the Ordinance on removal of Dog Waste from the sidewalks and that it will be strictly enforced.

Mayor Lamar announced that the District Post Office authority has approved a Contract Office for Oxford (second location) pending a favorable bid.

Ammended Budgets will be considered at the August 19th meeting.

RESOLUTION OF INTENTION

The Mayor and Board of Alderman, acting for and on behalf of City of Oxford, Mississippi took up for consideration the matter of supporting the Northwest Mississippi Incubator Network, a Not-for-profit corporation, for the purpose of promoting economic development in the area of Panola, Lafayette, and Grenada Counties.

Thereupon Alderman Sharpe offered and moved the adoption of the following resolution:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMAN OF OXFORD, MISSISSIPPI, TO SUPPORT THE NORTHWEST MISSISSIPPI INCUBATOR NETWORK FOR THE PURPOSE OF PROMOTING COMMERCE AND ECONOMIC DEVELOPMENT IN THE AREA OF PANOLA, LAFAYETTE, AND GRENADA COUNTIES.

Therefore, be it resolved by the Governing Body of the City, as follows:

Section 1. The Governing Body of the City, does hereby declare its support of the Northwest Mississippi Incubator Network for the purpose of promoting economic development in the counties of Panola, Lafayette, and Grenada.

Section 2. The Governing Body accepts the responsibility of appointing policy board members as structured below:

Four (4) Board members, selected by the Board, with economic development authority representative as at least one of the appointees.

Section 3. The Governing Body places on the members of said Board the responsibility to guide policy for the overall program, to approve budgets and to attend to such matters that are important to the operation of the Northwest Mississippi Incubator Network.

Alderman Magee seconded the motion to adopt the foregoing Resolution and the vote thereupon was as follows:

Alderman Mistilis	voted <u>aye</u>
Alderman Oliver	voted <u>aye</u>
Alderman Antonow	voted <u>aye</u>
Alderman Howell	voted <u>aye</u>
Alderman Allen	voted <u>aye</u>
Alderman Magee	voted <u>aye</u>
Alderman Sharpe	voted <u>aye</u>

THIS the 5th day of August, 1997.

/s/ Patricia C. Lamar
PATRICIA C. LAMAR, Mayor

ATTEST:

/s/ Virginia H. Chrestman
VIRGINIA H. CHRESTMAN, City Clerk

INCUBATOR PROJECT:

It was moved by Alderman Antonow, seconded by Alderman Allen that the City of Oxford serve as applicant to the project and that the proposed operating money of \$20,000.00 per year for three years be split between the City and Lafayette County on a 50-50 basis. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ADVERTISEMENT FOR
ARCHITECTURAL FIRM
FOR INCUBATOR PROJECT:

It was moved by Alderman Sharpe, seconded by Alderman Magee that we authorize the advertisement for Architect for the purpose of assisting us with application and developing and designing a facility for the Incubator Project to follow EDA Guidelines. All the aldermen voting aye, Mayor Lamar declared the motion carried.

COMMITTEE REPORT
WHITMAN SMITH
SEWER PROJECT:

Alderman Oliver stated that he and Mr. Bennett and Mr. Perry met and recommend that the Ordinance not be changed.

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Allen to consider going into Executive Session to:

1. Consider a possible land purchase
2. A legal matter.
3. A personnel matter
4. A security/personnel plans or devices matter

All the aldermen voting aye, Mayor Lamar declared the motion carried.

Explanations were made concerning each item to be considered in Executive Session.

EXECUTIVE SESSION CONTINUED:

It was moved by Alderman Sharpe, seconded by Alderman Allen to remain in Executive Session for the four matters listed above. All the aldermen voting aye, Mayor Lamar declared the motion carried.

City Clerk, Chrestman, made the announcement in the hall that the Board voted to remain in Executive Session for the following matters:

1. Legal Matter
2. Possible Land purchase
3. Personnel Matter
4. Security Matter

REGULAR SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Magee to return to Regular Session. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ART WORK:

It was moved by Alderman Howell, seconded by Alderman Sharpe to authorize Mayor Lamar to have any and all art in City Hall appraised, cleaned, restored, insured and to investigate the cost of a security system for City Hall. All the aldermen voting aye, Mayor Lamar declared the motion carried.

TASK GROUP FOR
LAND ACQUISITION:

Mayor Lamar announced that the following persons are appointed to a Task Group to study future land acquisitions for the City.

Tom Sharpe, Chairman
E. O. Oliver
John Mistilis

MINUTE BOOK No. 48, CITY OF OXFORD

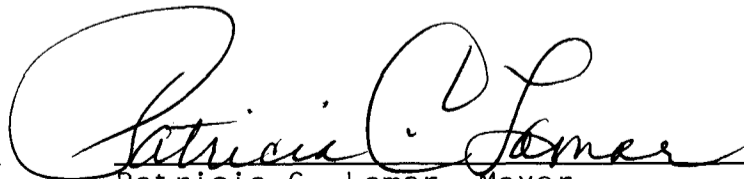
DEMENT—MERIDIAN 57-8720

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.



Virginia H. Chrestman, City Clerk



Patricia C. Lamar, Mayor

United States of America City of Oxford
State of Mississippi County of Lafayette

August 14, 1997 4:00 p.m.

The Following Notice was served by the Chief of Police, Steve Bramlett, and a copy was posted on the front door of City Hall:

NOTICE OF SPECIAL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF OXFORD

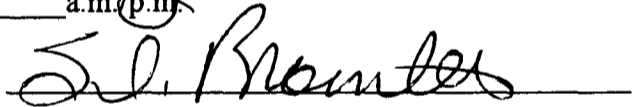
Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Patricia C. Lamar, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS to a **Special Meeting** to be held on **Monday, August 18, 1997 at 4:00 p.m.** for the transaction of important business. The business to be acted upon at the Special Meeting is consideration of the following:

1. For the purpose of an Executive Session under the Open Meetings Law to consider a legal matter.
2. At the end of the Special Called Meeting all members of the Board of Aldermen are asked to remain for a work session on the Budget in which the public is welcome.

This the 14th day of August, 1997.


PATRICIA CHADWICK LAMAR, MAYOR

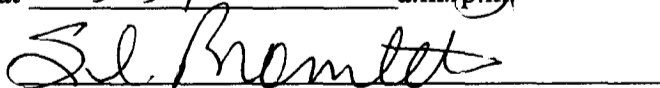
I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman John Mistilis on 8-14-97 at 4:12 a.m./(p.m.)



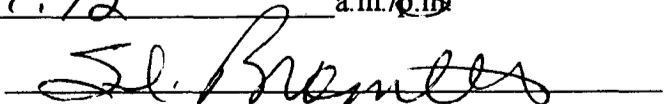
I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman Earnest (E.O.) Oliver, Jr. on 8-14-97 at 4:12 a.m./(p.m.)



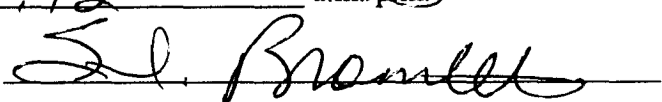
I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman Janice Antonow on 8-14-97 at 3:37 a.m./(p.m.)



I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman Ulysses Howell on 8-14-97 at 4:12 a.m./(p.m.)



I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman Kelly Allen on 8-14-97 at 4:12 a.m./(p.m.)



I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman David Magee on 8-14-97 at 3:51 a.m./p.m.

Stephen L. Bramlett

I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Alderman Dr. Tom Sharpe on 8-14-97 at 3:51 a.m./p.m.

Stephen L. Bramlett

CALL TO ORDER:

Pursuant to the Notice of Special Meeting on August 14, 1997, the Mayor and Board of Aldermen did meet on Monday, August 18, 1997 at 4:00 p.m. in City Hall when and where the following were present:

Patricia C. Lamar, Mayor - Presiding
 John Mistilis - Alderman Ward I
 E. O. Oliver - Alderman Ward II
 Janice Antonow - Alderman Ward III
 Ulysses Howell - Alderman Ward IV
 Kelly Allen - Alderman Ward V
 David Magee - Alderman Ward VI
 Tom Sharpe - Alderman At Large
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Steve Bramlett - Chief of Police

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Antonow to consider an Executive Session for a legal matter concerning the Faulkner Statue. All the aldermen voting aye, Mayor Lamar declared the motion carried.

EXECUTIVE SESSION CONTINUED:

It was moved by Alderman Sharpe, seconded by Alderman Allen to declare an Executive Session for a legal matter to hear from the Attorney, Steve McDavid, concerning the Faulkner Statue. All the aldermen voting aye, Mayor Lamar declared the motion carried.

City Attorney, Ed Perry, made the announcement in the hall that the board voted to remain in Executive Session to discuss a legal matter.

REGULAR SESSION:


It was moved by Alderman Howell, seconded by Alderman Antonow to go out of Executive Session. All the aldermen voting aye, Mayor Lamar declared the motion carried.

Mayor Lamar announced that no action is being taken in regard to the Executive Session.

Budget work sessions for the 1997-98 fiscal year were held.

The meeting adjourned at 6:00 p.m.


Virginia H. Chrestman, City Clerk


Patricia C. Lamar, Mayor

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

REGULAR MEETING

August 19, 1997

7:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor Patricia C. Lamar at 7:00 p.m. on Tuesday, August 19, 1997 in the Courtroom of City Hall when and where the following were present:

Patricia C. Lamar - Mayor - Presiding

John Mistilis - Alderman Ward I

E. O. Oliver - Alderman Ward II

Janice Antonow - Alderman Ward III

Ulysses Howell - Alderman Ward IV

Kelly Allen - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Steve Bramlett - Chief of Police

Terry McDonald - Fire Chief

Shirley Michael - Superintendent of
Solid Waste

Bo Ragon - City Shop Foreman

Ben Smith - Director of Planning and
Development

David Bennett - Public Works Director

Allen Jones - Director of Parks and
Recreation

Johnny Earnest - Superintendent of
Oxford Electric

AGENDA:

It was moved by Alderman Howell, seconded by Alderman Antonow to adopt the Agenda for the meeting.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

MINUTES:

It was moved by Alderman Sharpe, seconded by Alderman Howell to authorize approval of the Minutes of August 5, 1997 with a correction by adding Ulysses Howell as chairman of the committee to look into ordinance concerning roller blading. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ENGINEERING REPORT
JACKSON AVENUE:

T. W. Elliott came before the Mayor and Board of Aldermen to report on the request of the board to consider an alternate to the Jackson Avenue Project to incorporate a median. The proposed increase to the project is estimated to be \$254,986.47 with most of the expense being sawing and removing the existing concrete pavement and removing it from the site. It is not feasible to put the median over the concrete as the water that would be held would probably drown out any vegetation planted. The board expressed disappointment that the cost is such that funding is not available for the median in Phase I.

JIMMY FAULKNER:

Jimmy Faulkner came before the Mayor and Board of Aldermen to speak for the Faulkner Family and made quotes from one of William Faulkner's public letters. The title is on privacy. The American dream. "What happened to it: a few years ago a well known literary and essayist, a good friend of long standing, told me that a wealthy, widely circulated weekly pictorial magazine had offered him a good price to write a piece about me, not about my work or works, but about me as a private citizen, individual. I said no and

JIMMY FAULKNER CONTINUED:

explained why. My belief that only a writer's works were in the public domain to be discussed, investigated and written about. The writer himself having put them there by submitting them for publication and accepting money for them; therefore, he not only would, but must accept whatever the public wishes to say or do about them from praising to burning, but that--until the writer committed a crime--or ran for public office his private life was his own. Not only had he the right to defend his privacy, but the public had the duty to do so. Since one man's liberty must stop at exactly the point where the next ones begins. I believe that any one of taste and responsibility would agree with me."

Now I am speaking for the Faulkner Family. To us the issue of where the Statue of William Faulkner will be permanently located not just tomorrow or the next day, but for many years to come past our lifetime and hundreds of years past that. Brother Will as we called our Uncle, William Faulkner, and Jill's father would not like to be put on display on the town square and used as a tourist attraction and we would not like it either.

He was a shy, private man and was against people using and exploiting other people for their own self aggrandizement. Like he said in his address to Jill's graduation class, he did not like publicity. Back in the 1950's Oxford wanted to paint on the water tank, Oxford, Home of William Faulkner. He asked them not to and they didn't. He built a brick wall extending eastward from the southeast corner of his home so that he

JIMMY FAULKNER CONTINUED:

have privacy in his own side yard and porch. He wrote some of his stories here and it was here where the title *Light in August* came from.

He put a sign at the entrance to his driveway—a big white piece of plywood with dark letters saying "Please keep out." He was in such a hurry to put it up that the paint on the letters was still wet and it ran making it look like pleading tear drops. He was at the filling station on South Lamar and University Avenue one day a year after that and heard a filling station attendant giving someone from out of town directions to his house. The attendant told the visitor how to get there and said, you will see a sign saying "please keep out: just go right on by and there the house is. Brother Will got in his car and hurried home and took the sign down.

He was working in his yard one day wearing an old torn sweatshirt and a ragged worn out pair of pants, old pair shoes and a sunhat. Some people drove up, stopped and asked him if Mr. Faulkner were around. He said I don't know I just work here.

He landed at Washington airport once and later a reporter recognized him, rushed up to him, put a microphone in his face and asked "Mr. Faulkner, what do you think is wrong with the world today?" He answered, "Lady, just what you're doing right now." This is just to tell you how he was, how he felt. It seems

JIMMY FAULKNER CONTINUED:

to me that if he is put on the town square as a tourist attraction, you are saying come look at him and leave your dollars with us. He wouldn't like that.

I am trying to do everything I can to carry out what I know would be his wished because when and if I meet him in hereafter I want to be able to say I did all I could to do what I know you'da wanted done. And I ask and plea for you to find a way for Brother Will to go home to Rowan Oak and there finally rest in peace forever. I'd like to ask you this question. If Brother Will was standing here where I am right now tonight and he asked you not to put an image of himself on the square, could you look him in the eye and conscientiously not honor his right of privacy?

Thank you, Ma'am.

MAYOR LAMAR:

Thank you. Jimmy I know that I speak for this whole board, we want to extend to you and the Faulkner Family our deepest regrets if the handling of the statue of William Faulkner has caused you any distress. We apologize that you were not consulted often and early with regard to the plans surrounding the creation and location of the statue. Many in the community and city government are deeply saddened by the failure to include you and other members of the family in the decision making process. We apologize and ask you to hear our apology.

JIMMY FAULKNER:

I understand how it went on six months ago.

MAYOR LAMAR:

Item Number 6 Steve McDavid.

FAULKNER STATUE:

Steve McDavid came before the Mayor and Board of Aldermen to give a report on the Faulkner Statue.

A couple of weeks ago you asked that I look into trying to resolve some of the issues involved in the Faulkner Statue, particularly the legal issues of ownership of the statue, ownership of the rights of reproduction, cost involved in the creation of the statue and its location and with the directive y'all gave me, I've talked with those members of the Faulkner Centennial Fund. I've talked with Downtown Council, and some other folks about it, and I believe that I have a tentative agreement on the major issues that I was sent out to try and work on. I gave y'all copies of those yesterday but just to summarize the three agreements: (1) once the statue is delivered to the City, the statue becomes the City's property and the City will assume at that time the legal responsibility for its maintenance and its liability; (2) all cost which the fund has incurred to date including the debt to Mr. Beckwith will be paid by the fund and will not be city obligations and the fund will not have the authority to create any obligations with regard to the placement of the statue or with the ceremony surrounding the site; (3) the third tentative agreement is with Mr. Beckwith and it in song gives to the city a right to reproduce the statue in a two dimensional format—photographs, postcards—without having to pay Mr. Beckwith a royalty. It does not address three dimensional he completely owns those rights and he continues to have the copyright interest in the two dimensional image as well. It is just that the city does not have to pay him for the city's right to reproduce. That is a summary of them. If you have any particular questions about them I will be glad to answer them as best I can.

DEMENT—MERIDIAN 57-8720

FAULKNER STATUE CONTINUED:

Mayor Lamar presented the new design for the location of the statue in front of City Hall using plants that were favorites of Mr. Faulkner. Rolling Hills nursery has donated the plan to the city. Citizens in the audience questioned the decision to put the statue in front of City Hall. Mayor Lamar explained that we are trying to make the best of the situation.

It was moved by Alderman Sharpe, seconded by Alderman Magee to approve the Contract as outlined.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

AGREEMENT REGARDING FAULKNER STATUE

WHEREAS, on October 1, 1996, the Mayor and the Board of Aldermen of Oxford, Mississippi (the "City") did authorize the allocation of \$25,000 from the Food and Beverage Tax Fund to be paid to the Faulkner Centennial Fund for the construction of the William Faulkner Statue (the "Monument") to be erected in front of City Hall, and

WHEREAS, the City did pay over to the Faulkner Centennial Fund the sum of \$25,000 pursuant to the motion as approved on October 1, 199~~6~~, and

WHEREAS, the Faulkner Centennial Fund did thereafter enter into an agreement dated October 14, 1997 with William N. Beckwith ("Beckwith") for the construction and delivery of the Monument, as amended March 27, 1997, June 9, 1997, and July 28, 1997, pursuant to said agreement Beckwith has been paid a portion of the funds for the construction and installation of said Monument, and

WHEREAS, the Faulkner Centennial Fund is an unincorporated association comprised of Mr. John Leslie and Dr. Chester McLarty, and no other individual or legal entity, and

WHEREAS, the City is ready and willing to accept the Monument and place the same on the southwest lawn of City Hall, and

WHEREAS, all parties wish to clarify and finalize the Agreement,

NOW, THEREFORE, the City, the Faulkner Centennial Fund, and William N. Beckwith do herein represent and agree that;

(1) Beckwith will deliver and install the Monument on the southwest lawn of the City Hall on or before September 24 1997,

(2) Once the Monument is installed on the southwest lawn of the City Hall, the City

JOC
W.N.B.

W.N.B.

agrees that the Monument will remain in this location for the term of the present Mayor and Board of Aldermen, and it is the intention of the City for the Monument to remain in this location thereafter, and

(3) The Faulkner Centennial Fund will place the final funds due and payable to Beckwith with a disinterested escrow agent at least two weeks prior to the anticipated date of installation as identified above, and notify Beckwith of the same,

(4) Upon installation of the Monument, Beckwith will immediately be paid by the escrow agent of the Faulkner Centennial Fund the remainder of funds due under his agreement with the Faulkner Centennial Fund,

(5) Upon the installation of the Monument by Beckwith, the Monument will become City property, and the liability and responsibility for the maintenance of the Monument will become the City's; however, the reproduction rights in the Monument will remain with Beckwith, subject to his rights of disposition,

(6) The Faulkner Centennial Fund shall have no further obligations or responsibilities with regard to the installation of the Monument, other than the payment of the final funds due Beckwith,

(7) The Faulkner Centennial Fund and Beckwith warrant that except for the payment of the sum due Beckwith identified herein, there are no additional debts or obligations outstanding to any person or legal entity, and no further obligations will be contracted for or incurred by Beckwith or the Faulkner Centennial Fund with regard to the Monument and its installation on City property, and that the City will have no liability to any person or legal entity for any work ordered or performed, or materials or items used or consumed in the creation or installation of the Monument on City property,

JOL
xl.N.B.

[Signature]

DEMENT—MERIDIAN 57-8720

(8) The Faulkner Centennial Fund and Beckwith agree that to the extent that the City or City property or personnel will in any manner be involved in the ceremonies planned for or surrounding the unveiling of the Monument, the schedule and plan for such event will be conveyed to the Mayor of the City in writing two weeks prior any scheduled event, and to the extent that City property or personnel are required and requested for such ceremony, the City reserves the right to approve such use of its property and personnel. Furthermore, the parties agree that the City will have no financial obligation related to the ceremonies planned for or surrounding the unveiling of the Monument, unless agreed to in writing by the City, and

(9) The provisions of this Agreement are controlling to the extent that this Agreement conflicts with any of the provisions of any prior agreements referenced herein.

Agreed to on this the __ day of August, 1997.

CITY OF OXFORD

Faulkner Centennial Fund

Charles D. Mcarty
John O. Ladd

William N. Beckwith

William N. Beckwith

AGREEMENT REGARDING DUTIES AND COSTS OF FAULKNER STATUE

WHEREAS, on October 1, 1996, the Mayor and the Board of Aldermen of Oxford, Mississippi (the "City") did authorize the allocation of \$25,000 from the Food and Beverage Tax Fund to be paid to the Faulkner Centennial Fund (the "Fund") for the construction of the William Faulkner Statue (the "Monument") to be erected in front of City Hall, and

WHEREAS, the City did pay over to the Fund the sum of \$25,000 pursuant to the motion as approved on October 1, 199~~6~~, and

WHEREAS, the Fund does represent that;

(1) it did enter into an agreement dated October 14, 1997 with William N. Beckwith ("Beckwith") for the construction and delivery of the Monument, as amended March 27, 1997, June 9, 1997, and July 28, 1997, and pursuant to said agreements the Fund has paid Beckwith \$32,000 towards his fee of \$50,000 for the construction and installation of said Monument, and that \$18,000 is remaining to be paid to Beckwith, and that by separate agreement, the Fund has agreed to place \$18,000 with an escrow agent at least two weeks prior to installation of the monument, to be paid to Beckwith upon installation,

(2) it has incurred and paid certain expenses with regard to the preparation of the location for the Monument, which total expenses include, \$2,050 for work on the fence of City Hall, \$556 and \$1600 for concrete and its installation, \$1,650 for slate, and \$900 for landscape design of the area, totaling \$6756,

(3) it anticipates certain additional expenses and obligations with regard to finalizing the location and installation of the Monument, and the ceremony surrounding the unveiling of the Monument, which include, \$1650 for the labor to install the slate, \$600 for a public

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DEMENT—MERIDIAN 57-8720

announcement system for the ceremonies, \$800 for the printing of the programs for the ceremony, as well as possible additional expenses, and

WHEREAS, the Downtown Council for the City of Oxford, and the First National Bank of Oxford (the "Bank") wish to assist in the financial obligations of the Fund with regard to locating the Monument on the southwest lawn of the City Hall, and

WHEREAS, all parties wish to clarify and finalize the responsibilities and obligation of all parties with regard to the obligations, both financial and physical, for the preparation of the location and installation of the Monument, and the ceremony surrounding the same,

NOW, THEREFORE, the City, the Faulkner Centennial Fund, the First National Bank and The Downtown Council all represent and agree that;

(1) the City shall be responsible for and in control of all future obligations, both financial and physical, with regard to (a) the preparation of the City Hall property for the Ceremony set for September 25, 1997 for 10:00 a.m. until 12:00 a.m., (b) the preparation of the location of the Monument, including the payment for all labor relating to the installation of the slate, and (c) assisting Beckwith on the installation of the Monument on City Hall property, and

(2) The Downtown Council of Oxford will contribute to the Fund for use in placing the Monument on the southwest lawn of the City Hall, the sum of \$2,500. However, this pledge of funds is subject to ultimate approval by the Downtown Council pursuant to its bylaws and regulations,

(3) The Fund shall be responsible for (a) the planning and execution of the ceremony itself, except to the extent City personnel and property are required, (b) the preparation of and payment for the programs for the ceremony, and (c) the Fund will obtain from the Bank a loan, and with these funds and other funds raised by the Fund, it shall pay all previously incurred



DEMENT—MERIDIAN 57-8720

expenses regarding the preparation of the location for the Monument, any additional funds needed to fulfill the Fund's obligation to Beckwith, and any other of the Fund's expenses not otherwise specifically allocated to the City herein,

(4) The Fund agrees that except for the payment of the sum due Beckwith or otherwise identified herein, there are no additional debts or obligations outstanding to any person or legal entity, and no further obligations will be contracted for or incurred by the Fund, which will or might create liability for the City.

(5) The provisions of this Agreement are controlling to the extent that this Agreement conflicts with any of the provisions of any prior agreements referenced herein.

Agreed to on this the __ day of August, 1997.

CITY OF OXFORD

Faulkner Centennial Fund

Charles R. McGarty

John O. Lucile

Downtown Council of Oxford

George M. Peterson
Its: President

First National Bank

William R. Gault
Its: President

PROPOSAL FOR CEREMONY SURROUNDING FAULKNER STATUE UNVEILING

Following are the thoughts and suggestions of Dr. Chester McLarty, on behalf of the Faulkner Centennial Committee, with regard to the anticipated ceremony set for September 25, 1997.

1. The platform adjacent to Neilson's is large and in place, and would be the most appropriate place for the ceremony.

2. It is anticipated that both the past and present Board of Aldermen, and other selected officials, will be located on the platform immediately behind or to the side of the speakers.

3. It is anticipated that the program will begin at 10:00 a.m. and will conclude before 12:00 noon. Dr. McLarty anticipates contacting the appropriate City school officials to see if the Oxford High School Band could play from 9:00 until 9:45 a.m., just prior to the ceremony, and be located in the Courthouse yard.

4. It is suggested that a reserve seating area for the family members of the officials and speakers be designated to include 60 to 100 seats. In addition, it is expected that a number of seats will be provided in the area in front of the platform and City Hall for the general public.

5. It is anticipated that the national and international press will be present, although no definitive estimate of the number can be made at this time. It is suggested that the Tourism Council be selected to deal with the Press both in planning for the event, and during their stay in our community. In addition, it would be appropriate for a moderate-sized trailer to be located in an area where the television and still photography may have an elevated view of the platform.

6. It would be expected that the police would block off the northbound traffic on North Lamar around the Square, and do its usual, excellent job in directing traffic in this congested area.

7. The program itself is still being finalized, but it is anticipated that Willie Morris will

be the Master of Ceremonies. He will introduce Mayor Lamar to make opening comments, followed by Bishop Marble, who will deliver the invocation. Mr. Morris will then introduce the Chancellor, who will second the welcoming of the crowd, as will the next speaker, Mr. Gary Massey on behalf of the Board of Supervisor. Mr. Morris will then introduce Shelby Foote, ~~who will speak briefly~~. Mr. Morris will then introduce Neal Biggers, federal judge for the Northern District of Mississippi, who will introduce the keynote speaker, the Honorable John Bratamous, who is a former congressman from the Northern District of Indiana and presently President Emeritus of NYU. (Dr. Bratamous was a student and classmate of former Mayor Leslie at Ole Miss just after WWII.)

8. Following Dr. ^{Bratamous} ~~Bratamous~~, Mr. Beckwith will be introduced, and the conclusion of Mr. Beckwith's remarks, if any, the unveiling will proceed.
9. At this time, the exact plans for the unveiling are still under consideration.

Chas Mcarty

AGREEMENT REGARDING REPRODUCTION OF FAULKNER STATUE

WHEREAS, on October 1, 1996, the Mayor and the Board of Aldermen of Oxford, Mississippi (the "City") did authorize the allocation of \$25,000 from the Food and Beverage Tax Fund to be paid to the Faulkner Centennial Fund for the construction of the William Faulkner Statue (the "Monument") to be erected in front of City Hall, and

WHEREAS, the City did pay over to the Faulkner Centennial Fund the sum of \$25,000 pursuant to the motion as approved on October 1, 199~~6~~, and

WHEREAS, the Faulkner Centennial Fund did thereafter enter into an agreement dated October 14, 1997 with William N. Beckwith ("Beckwith") for the construction and delivery of the Monument, as amended March 27, 1997, June 9, 1997, and July 28, 1997, and with the the City by Agreement dated August 7, 1997, and pursuant to said agreements, as amended, Beckwith has been paid a portion of the funds for the construction and installation of said Monument, and

WHEREAS, the City is ready and willing to accept the Monument and place the same on the southwest lawn of City Hall, and

WHEREAS, Beckwith, by reason of the July 28, 1997 amendment to the original agreement with the Faulkner Centennial Fund, has retained all reproduction and copyright interests in the Monument,

WHEREAS, the parties wish to enter into an agreement with regard to the reproduction rights of the Monument (the "Agreement"),

W.N.B.
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NOW, THEREFORE, the City and William N. Beckwith do herein agree as follows;

(1) Beckwith warrants and agrees that he is the sole and only owner of all rights of reproduction and copyrights in the Monument, and that he has full power and authority to sell, transfer and convey to the City some or all of his rights therein,

(2) Beckwith acknowledges the receipt and sufficiency of consideration paid by the City in the form of ten dollars (\$10) and other good and valuable consideration, and does in exchange, sell, transfer, convey and warrant to the City the limited rights of reproduction and the limited copyright interests in the Monument only insofar as those rights extent to the Monument's image being reproduced by photographic means, electronic means, or other two dimensional means. It is the intent of this Agreement that the City be allowed to reproduce the image of the Monument in the mediums identified without any financial obligations to Beckwith by reason of his ownership interest in the copyright interest or rights of reproduction in the Monument. Beckwith and City agree to execute any further documentation necessary to fully transfer said rights between the parties. This is a limited conveyance of copyright interest. In the event that copyright royalties become payable as the result of reproduction by photographic, electronic or other two dimensional means, said royalties will be divided between City and Beckwith with the City receiving 25% and Beckwith receiving 75% of the amount paid. The City cannot waive the right to royalties for the reproduction of the Monument, although Beckwith is given the right to waive royalties on the Monument on behalf of himself and the City.

(4) Beckwith agrees to a waiver, and does hereby waive his rights of attribution and

W.N.B.
D.P.T.

integrity pursuant to 17 U.S.C. Section 106A, in the Monument as installed by Beckwith on City property pursuant to this agreement, and

(5) The provisions of this Agreement are controlling to the extent that this Agreement conflicts with any of the provisions of any prior agreements referenced herein.

Agreed to on this the __ day of August, 1997.

CITY OF OXFORD
Patricia Lamar, Mayor

William N. Beckwith

William N. Beckwith

WATER AND SEWER
OUTSIDE CORPORATE
LIMITS ON HIGHWAY
314 (OLD SARDIS ROAD):

There came on for consideration a request to extend water and sewer on Highway 314 (Old Sardis Road) by Mike Bennett. At a previous meeting Mr. Bennett requested sewer service outside the corporate limits and permission was granted. That agreement was not signed. That agreement was involved with ABE. Since that time Mr. Mike Bennett has requested water service also. He will run his lines from the city limits. The ordinance allows David Bennett, City Engineer, to dictate what size line the developer will install. David does not think an 8 inch line is sufficient and feels that it would be better to install a 12 inch line. Mike Bennett will pay for the cost of an 8 inch line and the city will pay for the difference in the 12 inch line being installed. The city will bid the 8 inch and 12 inch line and Mike Bennett will pay the difference per the bids. A proposed agreement was presented but the last paragraph will have to be changed in accordance with instructions from the State Auditor's Office.

It was moved by Alderman Allen, seconded by Alderman Oliver to authorize the extension of water and sewer outside the city limits of Oxford to Mike Bennett's development and to approve the agreement as amended. All the aldermen voting aye, Mayor Lamar declared the motion carried.

This is the revised agreement.

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

AGREEMENT

This Agreement, entered into by and between the City of Oxford, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi, hereinafter referred to as "City", and Big Leaf Development, Inc., a Mississippi corporation, hereinafter referred to as "Big Leaf", shall be as enumerated below:

Whereas, Big Leaf desires to develop two parcels of land situated in Section 18, Township 8 South, Range 4 West and Section 13, Township 8 South, Range 3 West, Lafayette County, Mississippi, and also situated within one mile of the corporate limits of the City, a description of said parcel being attached hereto as Exhibit "A"; and

Whereas, City water and sewer facilities are not presently available to serve said development and dedicate said facilities to the City for operation and maintenance; and

Whereas, the City and Big Leaf desire to enter into an Agreement whereby water and sewer facilities may be installed in accordance with Section 31-51 of the Code of Ordinances of the City of Oxford, Mississippi.

Now, therefore, the City and Big Leaf (the Parties) agree as follows:

1. That the City shall construct, to City specifications, a twelve inch (12") water system to serve Big Leaf's development which shall be connected into the City system at such locations as shall be determined by the City.
2. That Big Leaf shall provide to the City engineering plans and specifications for the new water and sewer systems and obtain all required approvals from all state and/or federal agencies having jurisdiction over the facilities to be constructed.
3. That in the event any portion of Big Leaf's development shall be determined by the City to be a "subdivision", that such portion shall be developed in accordance with the City of Oxford Subdivision Regulations.
4. That Big Leaf shall obtain all necessary easements required by the City for such facilities, such easements to be in the name of the City, and in the event facilities are to be constructed upon property owned by Big Leaf, Big Leaf shall grant unto the City any necessary easements, or if appropriate, warranty deeds, at no cost to the City.
5. That in no event shall the City own or maintain any water or sewer lines situated outside any such dedicated easements or deeded property. It is the express intent of this Agreement that all facilities located within Big Leaf's development (other

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

- than those which may be situated within a street right-of-way if the development becomes a subdivision) are to be owned and maintained by Big Leaf.
6. That City plumbing permits shall be required for all buildings connected into the water and sewer system constructed under this Agreement.
 7. That the sewer system specified in this Agreement is to be constructed by Big Leaf at no cost to the City. Said sewer system shall include a lift station and force main, all constructed to city specifications. Upon completion and acceptance of said sewer system by the City, Big Leaf shall dedicate said system to the City for operation and maintenance.
 8. That water system to be constructed under this Agreement is to be jointly installed by the City and Big Leaf as follows:
 - A. The City shall obtain bids for complete installation of approximately 6,000 linear feet of eight inch (8") and twelve inch (12") water lines. Based upon the bids received, Big Leaf shall pay to the City the bid price of the eight inch line, and the City shall pay to the contractor the bid price of the twelve inch line. Big Leaf shall pay the cost of the eight inch line to the City at the time of contract award for the twelve inch line.

The execution of this Agreement shall not preclude the Parties from entering into any future Agreements, or modifications of this Agreement, as they deem appropriate. This Agreement shall be binding upon all heirs and assigns of the Parties hereto.

IN WITNESS HEREOF, the City and Big Leaf have executed this Agreement on this the _____ day of _____, 1998.

FOR THE CITY OF OXFORD, MISSISSIPPI:

Patricia C. Lamar
Mayor

Virginia H. Chrestman
City Clerk

(seal)

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This day personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named Patricia C. Lamar and Virginia H. Chrestman, Mayor and City Clerk, respectively, of the City of Oxford, Mississippi, who each acknowledged that they signed and delivered the above and foregoing Agreement on the day and year therein stated, after being authorized to so do.

Given under my hand and official seal on this the _____ day of _____, 1998.

NOTARY PUBLIC

My Commission Expires:

FOR BIG LEAF DEVELOPMENT, INC.:

Michael Wayne Bennett
President

Lisa Chandler Bennett
Vice-President

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This day personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named Michael Wayne Bennett and Lisa Chandler Bennett, who acknowledged that they signed and delivered the above and foregoing Agreement on the day and year therein stated.

Given under my hand and official seal on this the _____ day of _____, 1998.

NOTARY PUBLIC

My Commission Expires:

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

EXHIBIT "A"Parcel No. 1:

SECTION 13: Beginning at the intersection of the East line of Section 13, Township 8 South, Range 4 West, with the South right-of-way line of Mississippi #314, said point being 1182.4 feet South of the Northeast corner of Section 13; thence along said right-of-way line, North 54 degrees 15 minutes West, 1155.8 feet; thence South 9 degrees 00 minutes West 957.5 feet; thence South 32 degrees 11 minutes East, 952.8 feet; thence South 56 degrees 20 minutes East, 695.0 feet to the East line of Section 13; thence along said section line, 14457.6 feet to the beginning point.

LESS AND EXCEPT: The right-of-way deed to Lafayette County for the Western Hills County Road.

The above described property contains 30 acres, more or less, in the Northeast One-Fourth of Section 13, Township 8 South, Range 4 West, Lafayette County, Mississippi.

LESS AND EXCEPT: That parcel of 3.95 acres, more or less, conveyed to Robert C. Jones and wife, Peggy L. Jones, by Warranty Deed recorded in Book 410 at Page 310.

Intending to convey herein 26 acres, more or less, said land being located East of Western Hills County Road.

Parcel No. 2:

Begin at an iron rod marking the Northwest corner of Section 18, T-8-S, R-3-W in Lafayette County, Mississippi.

From said point of beginning run South 89 deg. 32 min. East to and along a fence for 1,189.5 feet to an iron pipe, run thence South 87 deg. 41 min. East to and along said fence for 238.8 feet to an iron rod, run thence South 00 deg. 15 min. East to and along the East line of the West 1/2 of the Northwest 1/4 of said Section 18 for 1,989.2 feet to a stake on the North right of way line of Mississippi Highway No. 314, run thence South 00 deg. 29 min. West for 183.8 feet to a stake on the South right of way of said Highway No. 314, run thence South 00 deg. 15 min. East to and along the East line of said West 1/2 of the Northwest 1/4 of Section 18 for 434.1 feet to a stake set at the Southeast corner of said West 1/2 of the Northwest 1/4, run thence South 89 deg. 32 min. West to and along the South line of said West 1/2 of the Northwest 1/4 for 1,431.6 feet to a stake set at the Southwest corner of said West 1/2 of the Northwest 1/4, run thence North 00 deg. 03 min. East to and along the West line of said Section 18 for 1,474.0 feet to a concrete marker on the South right of way line of said Highway No. 314, run thence North 00 deg. 29 min. East for 183.8 feet to a concrete marker set on the North right of way line of said Highway No. 314, run thence North 00 deg. 29 min. West to and along the West line of said Section 18 for 980.3 feet to the point of beginning, containing 86.0 acres more or less.

LESS AND EXCEPT a strip of land 150 feet in width, (being 75 feet right and left of the center line of said Highway No. 314) and 1,759.9 feet in length. Begin at a point where the center line of said Highway No. 314 intersects the West line of Section 18, T-8-S, R-3-W and run South 54 deg. 15 min. East for 1,759.9 feet to a point where the center line of said Highway intersects the East line of the West 1/2 of the Northwest 1/4 of said Section 18. Containing 6.0 acres, more or less.

EXHIBIT "A"Parcel No. 2, Con't:

LESS AND EXCEPT begin at an iron rod, marking the Northwest corner of Section 18, T-8-S, R-3-W, in Lafayette County, Mississippi. From said point of beginning run South 89 deg. 32 min. East to and along a fence on the North line of said Section 18 for 707.5 feet to a point on said fence, run thence South 00 deg. 22 min. East for 1,484.70 feet to a point on the North right of way line of Mississippi Highway No. 314, run thence North 54 deg. 15 min. West to and along said Highway No. 314 for 873.2 feet to a concrete marker set on the North right of way of said Highway No. 314 at the West section line of said Section 18, run thence North 00 deg. 29 min. West to and along said West line of Section 18 for 980.3 feet to the point of beginning. Containing 20.0 acres, more or less.

LESS AND EXCEPT begin at a point on a fence on the North line of Section 18, T-8-S, R-3-W in Lafayette County, Mississippi, said point being 5.8 feet South and 707.5 feet East of the Northwest corner of said Section 18.

From said point of beginning run South 89 deg. 32 min. East to and along a fence for 482.0 feet to an iron pipe, run thence South 87 deg. 41 min. East to and along a fence for 238.8 feet to an iron rod marking the

Northeast corner of the West 1/2 of the Northwest 1/4 of said Section 18, run thence South 00 deg. 15 min. East to and along the East line of the West 1/2 of the Northwest 1/4 (which is coincidental with the West line of Lakeway Gardens) for 1,989.2 feet to a stake set on the North right of way line of Highway No. 314, run thence North 54 deg. 15 min. West to and along the North right of way line of said Highway No. 314 for 886.7 feet to a point, run thence North 00 deg. 22 min. West for 1,484.7 feet to the point of beginning. Containing 28.7 acres, more or less.

LESS AND EXCEPT:

A fraction of the Northwest Quarter of Section 18, Township 8 South, Range 3 West, Lafayette County, Mississippi and being described in more particular detail as follows:

Beginning at an iron rod on the South right of way line of Mississippi Highway No. 314, said iron rod being located South 54° 12' 58" East a distance of 1215.11 feet from a concrete right of way marker at the intersection of the South right of way line of Mississippi Highway No. 314 with the West line of said Section 18, run thence South 54° 12' 58" East along said right of way line a distance of 541.96 feet to an existing iron pipe; thence South 0° 14' 31" East leaving said right of way line a distance of 434.10 feet to an iron rod; thence North 89° 48' 11" West a distance of 284.40 feet to an iron rod; thence North 46° 52' 23" West a distance of 312.04 feet to an iron rod; thence North 7° 32' 52" East a distance of 417.26 feet to an iron rod; thence North 7° 23' 39" East a distance of 124.30 feet to the iron rod marking the point of beginning of this description.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

EXHIBIT "A"**Parcel No. 2, Con't:**

This property contains 6.21 acres, more or less. All bearings are referenced to bearings as determined by Solar observation. All iron rods set are one-half inch (1/2") iron rods.

AND ALSO LESS AND EXCEPT:

A fraction of the Northwest Quarter of Section 18, Township 8 South, Range 3 West, Lafayette County, Mississippi, and described in more detail as follows:

Beginning at an iron rod on the South right of way line of Highway No. 314, said point being located South 54° 12' 58" East, 1215.11 feet from the intersection of the West line of said Section 18, and the South line of Highway 314; run thence South 7° 23' 39" West 124.30 feet to an iron rod; thence South 7° 32' 52" West 180 feet to an iron rod; thence North 82° 27' 00" West 120.00 feet to an iron rod; thence North 7° 32' 52" East 155.00 feet to an iron rod; thence North 59° 19' 24" East 57.55 feet to an iron rod; thence North 7° 23' 39" East 153.89 feet to an iron rod on the South line of Highway No. 314; thence South 54° 12' 58" East along said South Line 84.98 feet to the Point of Beginning.

This property contains 0.74 acres, more or less. All bearings are referenced to a true meridian as determined by solar observation.

DEMENT—MERIDIAN 57-8720

SIDEWALKS:

Moses Loya came before the Mayor and Board of Aldermen with Johnny Earnest as his spokesman requesting sidewalks be made more handicap accessible. Moses presented pictures of access on South Lamar that he is particularly concerned about.

Mayor Lamar explained that we are aware of the problems and will continue to try to address them.

MINISTER OF CULTURE:

Ron Shapiro came before the Mayor and Board of Aldermen to request that consideration be given to establishing a Minister of Culture for the City of Oxford. Oxford has great potential for cultural events and he wants Oxford to be the most cultural city. Mayor Lamar thanked Ron for coming and sharing his ideas.

FUNDING FOR
OXFORD TOURISM
COUNCIL:

It was moved by Alderman Allen, seconded by Alderman Magee to authorize the \$160,000.00 requested by Oxford Tourism from the 2% Food and Beverage Funds to be paid monthly for 1997-98 fiscal year to be used for additional advertising to promote Oxford. The vote was as follows:

Voting aye - Mistilis, Oliver, Antonow,
Allen, Magee, Sharpe

Voting no - Howell

Motion carried.

RECOMMENDATION FROM
PLANNING COMMISSION
CASE #625 AND #634:

Ben Smith reported that the Planning Commission does not recommend rezoning Case #625 and #634. Appeals have been filed, fees paid. These cases will be heard on 9-16-97.

ORDINANCE 1997-8:

It was moved by Alderman Sharpe, seconded by Alderman Magee to adopt Ordinance 1997-8, "AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OXFORD, MISSISSIPPI 1971, SO THAT CERTAIN PROPERTY OF THE DINNERSTEIN COMPANIES IS REZONED FROM SHOPPING CENTER AND INDUSTRIAL TO RC MULTI-FAMILY RESIDENTIAL." Said Ordinance is recorded in Ordinance book 5 at pages 395-397.

All the aldermen voting aye, Mayor Lamar declared the motion carried and the ordinance adopted.

ORDINANCE 1997-9:

It was moved by Alderman Antonow, seconded by Alderman Mistilis to adopt Ordinance 1997-9, "AN ORDINANCE TO AMEND SECTION 2-40 OF THE CODE OF ORDINANCE OF OXFORD, MISSISSIPPI, TO CHANGE THE TIME OF REGULAR MEETING." Said Ordinance is recorded in Ordinance Book 5 at page 399.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

ROLLER BLADE, ETC.
COMMITTEE:

Allen Jones, Director of the Oxford Park Commission reported that he had met with the three young men who attended the last board meeting concerning a place to skate. The lower end of Avent Park was offered. They wanted to go to the University to see what might be available there and report back to Allen. Allen requested to be made a part of the Committee. He has secured ordinances from some other cities to be considered by the committee. He will continue to work with the three young men.

ELECTION COMMISSION:

It was moved by Alderman Oliver, seconded by Alderman Magee to authorize the appointment of Bob Church to the City Election Commission. All the aldermen voting aye, Mayor Lamar declared the motion carried.

CONSIDERATION OF ORDINANCE
INCREASING WATER AND SEWER
RATES:

It was moved by Alderman Oliver, seconded by Alderman Allen to authorize the City Attorney to prepare an ordinance for consideration by the board to increase the water rate by \$1.00 per 1,000 gallons and the sewer rate by \$.50 per 1,000 gallons. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ADVERTISEMENT FOR BIDS:

Upon the request of David Bennett, it was moved by Alderman Magee, seconded by Alderman Oliver to authorize advertisement for bids to relay sewer from Jefferson to Price Street per specifications presented.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

PERSONNEL DIRECTOR:

Alderman Antonow requested that consideration be given to establishing the position of Personnel Director. A proposed job description was presented. This matter will be placed on the Agenda for the next meeting.

OXFORD TOUR BUS:

David Magee reported that the Bus Committee has met and prepared proposed guidelines for the Bus. It was moved by Alderman Magee, seconded by Alderman Oliver to adopt the following guidelines for the bus to be effective October 15, 1997.

PROPOSAL FOR USE OF DOUBLE DECKER BUS

1. Bus tours must have a tour guide and be related to tourism.
2. The bus will not be used for shuttle purposes, parties, or anything that is not related to tourism.
3. Tours will not be less than 1½ hours and not more than 5 hours in length.
4. The fees for the bus will be \$100.00 for the first hour and \$50.00 for every hour thereafter. A deposit for the first hour of \$100.00 must be made in advance.
5. The fees for the bus will not be waived by committee members.
6. There will be no tours outside city limits.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

TOURISM COUNCIL:

It was moved by Alderman Allen, seconded by Alderman Antonow to authorize the appointment of Nan Davis and Bill Gottshall to three-year terms on the Oxford Tourism Council.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

ADVERTISEMENT FOR BIDS FOR FUEL, OIL AND RELATED SUPPLIES:

Upon the request of Bo Ragon, Shop Foreman, it was moved by Alderman Sharpe, seconded by Alderman Oliver to authorize advertisement for bids for fuel, oil and related supplies for the shop for a 12 month period.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

ADVERTISEMENT FOR BIDS FOR MATERIALS FOR THE ELECTRIC DEPARTMENT:

Upon the request of Johnny Earnest, it was moved by Alderman Sharpe, seconded by Alderman Allen to authorize advertisement

for bids for:

CITY OF OXFORD ELECTRIC DEPARTMENTLIST OF NEEDED MATERIALS FOR VARIOUS JOB ORDERS

1. Concrete poles for street lighting
2. Transformers of various sizes (25 KVA to 75 KVA)
3. Underground and overhead cable of various sizes
4. Connectors of various sizes
5. Underground primary junction boxes of various sizes
6. Metal Halide street lights

All the aldermen voting aye, Mayor Lamar declared the motion carried.

TOURISM COUNCIL:

It was moved by Alderman Allen, seconded by Alderman Antonow to authorize the appointment of Nan Davis and Bill Gottshall to three-year terms on the Oxford Tourism Council.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

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All the aldermen voting aye, Mayor Lamar declared the motion carried.

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1. Concrete poles for street lighting
2. Transformers of various sizes (25 KVA to 75 KVA)
3. Underground and overhead cable of various sizes
4. Connectors of various sizes
5. Underground primary junction boxes of various sizes
6. Metal Halide street lights

All the aldermen voting aye, Mayor Lamar declared the motion carried.

DEMENT—MERIDIAN 57-8720

BENJI HANKS
LINEMAN CLIMBING SCHOOL:

It was moved by Alderman Sharpe, seconded by Alderman Howell to authorize Benji Hanks to attend Lineman Climbing School in Nashville, October 6-10 with a registration fee of \$325.00. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Antonow, seconded by Alderman Howell, to authorize approval for payment the Electric Department Accounts. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ACCOUNTS:

It was moved by Alderman Mistilis, seconded by Alderman Oliver to authorize payment of the Accounts as presented. All the aldermen voting aye, Mayor Lamar declared the motion carried.

AMEND BUDGETS:

It was moved by Alderman Magee, seconded by Alderman Howell to amend the budgets as follows:

**OXFORD FIRE DEPARTMENT
BUDGET ADMENDMENT
1996-1997**

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>1996-1997 BUDGET</u>	<u>AMENDED BUDGET</u>	<u>DIFFERENCE (+ or -)</u>
1-160-410	Fire Admin. Salary	116,661.00	113,140.00	-3,521.00
1-160-420	Fire Non-Adm. Salary	885,500.00	893,000.00	+7,500.00
1-160-460	Fire Retirement	97,711.00	97,950.00	+ 239.00
1-160-470	Fire FICA Taxes	76,666.00	76,852.00	+ 186.00
	<u>TOTAL</u>	<u>1,176,538.00</u>	<u>1,180,942.00</u>	<u>+4,404.00</u>
1-160-535	Fire Clothing	15,000.00	20,000.00	+5,000.00
1-160-555	Fire Operating Supplies	12,000.00	12,000.00	0.00
1-160-575	Fire Other Maintenance & Repair	7,000.00	9,000.00	+2,000.00
	<u>TOTAL</u>	<u>34,000.00</u>	<u>41,000.00</u>	<u>+7,000.00</u>
1-160-605	Fire Communications	12,000.00	12,000.00	0.00
1-160-610	Fire Travel (includes Schools)	25,000.00	25,000.00	0.00
1-160-615	Fire Advertising	500.00	511.00	+ 11.00
1-160-630	Fire Utilities	20,000.00	20,000.00	0.00
1-160-690	Fire Miscellaneous	3,000.00	3,128.06	+ 128.06
1-160-691	Fire Assistant Program	3,000.00	3,070.00	+ 70.00
	<u>TOTAL</u>	<u>63,500.00</u>	<u>63,709.06</u>	<u>+ 209.06</u>
1-160-730	Fire Machinery and Equip.	71,230.12	74,074.02	+ 2,843.90
<u>FIRE DEPARTMENT</u>	<u>TOTAL</u>	<u>1,345,268.12</u>	<u>1,359,725.08</u>	<u>+14,456.96</u>

Oxford Police Department Budget Amendment for Fy 96-97 in Dollars

Account No	Account Name	Budgeted	Spent Year to Date	Balance	%	Adjustments	
1-100-420	Police Salaries	\$1,337,745.00	\$884,006.99	\$453,738.01	66.08%	(\$11,358.00)	\$1,326,387.00 ✓
1-100-460	Retirement	\$130,430.00	\$87,173.44	\$43,256.56	66.84%		\$130,430.00
1-100-470	F.I.C.A.	\$102,340.00	\$66,141.92	\$36,198.08	64.63%		\$102,340.00
	SUB-TOTAL	\$1,570,515.00	\$1,051,803.40	\$504,230.55	66.97%		\$1,559,157.00
1-100-520	Prisoner Care	\$204,142.00	\$148,651.72	\$55,490.28	72.82%		\$204,142.00
1-100-535	Clothing	\$18,000.00	\$10,360.90	\$7,639.10	57.56%		\$18,000.00
1-100-555	Operating Supplies	\$15,000.00	\$14,926.69	\$73.31	99.51%	\$5,000.00	\$20,000.00 ✓
1-100-575	Maintenance & Repair	\$7,900.00	\$226.97	\$7,673.03	2.87%	\$2,000.00	\$9,900.00 ✓
	SUB-TOTAL	\$245,042.00	\$174,166.28	\$70,875.72	71.08%		\$252,042.00
1-100-601	Training	\$15,000.00	\$11,039.39	\$3,960.61	73.60%	\$1,000.00	\$16,000.00 ✓
1-100-605	Comm-Telephone	\$2,000.00	\$1,113.11	\$886.89	55.66%		\$2,000.00 ✓
1-100-606	Com-Radio	\$4,500.00	\$3,372.84	\$1,127.16	74.95%		\$4,500.00 ✓
1-100-610	Travel	\$3,000.00	\$2,189.98	\$810.02	73.00%		\$3,000.00 ✓
1-100-615	Advertising	\$500.00	\$217.21	\$282.79	43.44%		\$500.00 ✓
1-100-630	Utilities	\$13,325.00	\$8,756.00	\$4,569.00	65.71%		\$13,325.00 ✓
1-100-690	Miscellaneous	\$1,000.00	\$917.75	\$82.25	91.78%	\$1,000.00	\$2,000.00 ✓
1-100-691	Info & Buy Money	\$500.00	\$150.00	\$350.00	30.00%		\$500.00 ✓
1-100-692	I.D. Bureau	\$2,700.00	\$2,697.80	\$2.20	99.92%	\$2,000.00	\$4,700.00 ✓
1-100-698	Grant-Traffic	\$500.00	\$52.65	\$447.35	10.53%		\$500.00 ✓
1-100-699	Grant Anti-Drug	\$15,000.00	\$15,000.00	\$0.00	100.00%		\$15,000.00 ✓
	SUB-TOTAL	\$58,025.00	\$45,506.73	\$12,518.27	78.43%		\$62,025.00
1-100-730	Machinery & Equipment	\$36,566.00	\$36,924.00	(\$358.00)	100.98%	\$358.00	\$36,924.00 ✓
	GRAND TOTAL	\$1,910,148.00	\$1,308,400.41	\$601,747.59	68.50%	\$11,358.00	\$1,910,148.00

MINUTE BOOK No. 48, CITY OF OXFORD

269

ACCOUNT NO	ACCOUNT NAME	PROJECTED	REC/SPENT MTD	REC/SPENT YTD	BALANCE	% OF YR BUD
BUILDING & GROUNDS						
1-092-410	SALARIES/BLDG & GROUNDS	57,294.00	4,525.66	47,045.17	10,248.83	82.11
1-092-460	RETIREMENT/BLDG & GROUNDS	5,587.00	441.26	4,586.95	1,000.05	82.10
1-092-470	FICA/BLDG & GROUNDS	4,383.00	342.82	3,564.27	818.73	81.32
	TOTAL	67,264.00	5,309.74	55,196.39	12,067.61	82.06
1-092-535	CLOTHING/BLDG & GROUNDS	1,200.00	59.55	1,032.92	167.08	86.08
1-092-545	INSTITUTIONAL SUPPLIES	1,200.00	116.37	1,083.47	116.53	90.29
1-092-555	OPERATING SUPPLIES	4,000.00	181.71	4,002.40	2.40	100.06
1-092-575	OTHER MAINT/REP SUPPLIES	2,000.00			2,000.00	
	TOTAL	8,400.00	359.63	6,118.79	2,281.21	72.84
1-092-690	MISCELLANEOUS	500.00	410.00	435.00	65.00	87.00
	TOTAL	500.00	410.00	435.00	65.00	87.00
1-092-730	MACHINERY & EQUIPMENT	1,500.00		932.88	567.12	62.19
	TOTAL	1,500.00		932.88	567.12	62.19
BUILDING & GROUNDS TOTAL		77,664.00	6,079.37	62,683.06	14,980.94	80.71

*Requested
adjustment*

Save

*1200.00 ✓
1450.00 ✓
5250.00 ✓
~~2322.00~~ ✓
10,222.00*

500.00

1500.00

79,486.00

*Requested
adjustment \$1822.00*

RESOLUTION

APPLICATION FOR GRANT FUNDED BY THE STATE OF MISSISSIPPI AND DISTRIBUTED BY THE DEPARTMENT OF PUBLIC SAFETY FOR CRIME PREVENTION PURPOSES AS AUTHORIZED BY 1997 LEGISLATIVE SESSION.

WHEREAS, this day there came on before the Mayor and Board of Aldermen of the City of Oxford, Mississippi, the matter of the application for a grant funded by the State of Mississippi and distributed by the Department of Public Safety for crime prevention purposes, and,

WHEREAS, the Mayor advised the Board of Aldermen that the sum of \$6,000.90 is available to the City through such a program pursuant to Senate Bill 3160, regular session of 1997 legislature, to be used for crime prevention purposes within the City of Oxford, Mississippi, and,

WHEREAS, the Mayor further advised that such grants must be applied for by **October 31, 1997** and must be obligated by **June 30, 1998**.

BE IT, THEREFORE, RESOLVED AS FOLLOWS:

The Mayor and City Clerk of the City of Oxford are hereby authorized to execute any and all documents and forms relative to the securing the sum of \$6,000.90, or so much as may be available from the State of Mississippi through the Department of Pubic Safety to be used for the purpose of preventing crime in the City of Oxford and the Mayor and City Clerk are further directed and authorized to submit such forms and documents to the Department of Public Safety prior to **October 31, 1997**.

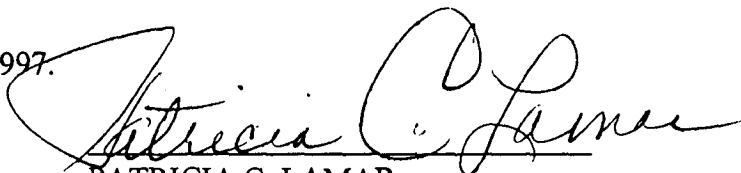
After through discussion and consideration of same, a motion was made by Tom Sharpe and seconded by Ulysses Howell to authorize the Mayor to request the aforementioned funds under the Crime Prevention Program and to authorize the Mayor and City Clerk to execute any and all documents and forms relative to securing such funds.

The Motion was brought forward for a roll call vote and the result was as follows:


JOHN MISTILIS	VOTED <u> AYE </u>
ERNEST (E.O.) OLIVER	VOTED <u> AYE </u>
JANICE ANTONOW	VOTED <u> AYE </u>
ULYSSES HOWELL	VOTED <u> AYE </u>
KELLY ALLEN	VOTED <u> AYE </u>
DAVID MAGEE	VOTED <u> AYE </u>
TOM SHARPE	VOTED <u> AYE </u>

The Motion having received the majority affirmative vote of the Aldermen present, the Mayor declared the motion carried.

This the 19TH day of August 1997.


 PATRICIA C. LAMAR

ATTEST:


 Virginia H. Crestman, City Clerk

QUOTES FOR TESTING
BREATHING APPARATUS
FOR FIRE DEPARTMENT:

Upon the request of Chief McDonald, it was moved by Alderman Magee, seconded by Alderman Allen to accept the quotes of Tupelo Fire Equipment for testing breathing apparatus for Fire Department at the cost of \$35.00 per unit, with no travel cost and no hourly rate.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

ROPE RESCUE
STATE FIRE ACADEMY:

It was moved by Alderman Howell, seconded by Alderman Magee to authorize two fire fighters to attend Rope Rescue at the State Fire Academy in Jackson on September 8 with no registration fee.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

MS FIRE
INVESTIGATORS MEETING:

Upon the request of Chief McDonald, it was moved by Alderman Magee, seconded by Alderman Antonow to authorize four fire fighters to attend MS Fire Investigators meeting in Vicksburg, October 1-3 with a registration fee of \$65.00 each.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

SCHOOL VOILENCE SEMINAR
LITTLEROCK, ARKANSAS:

Upon the requeust of Chief Bramlett, it was moved by Adlerman Sharpe, seconded by Alderman Mistillis to authorize three officers to attend School Violence Seminar in Littlerock, Arkansas with a registration fee of \$130.00 to be paid from the DARE Fund.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

RESIGNATION
VIC ESTOCK
METRO NARCOTICS:

It was moved by Alderman Allen, seconded by Alderman Howell to accept the resignation of Vic Estock from Metro Narcotics and to authorize replacement from within the three departments (University, Sheriff and/or City). All the aldermen voting aye, Mayor Lamar declared the motion carried.

ANNOUNCEMENTS:

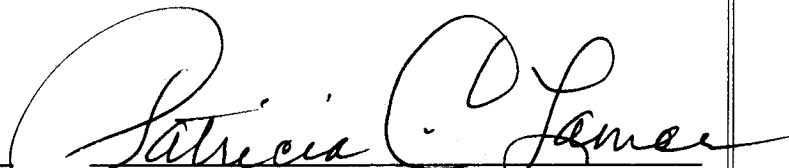
Mayor Lamar announced that if a neighborhood wants to schedule a "Listening to Oxford Session", please call the Mayor's office. The first neighborhood has been scheduled for August 28th at 6:00 at Ralph and Shirley Coleman's. The walk through of departments will continue on Wednesday the 20th for the Animal Shelter, Thursday, the 21st for the City Clerk's Office, Court, Planning and Zoning and Building and Grounds. Wednesday, the 27th the Electric Department.

RECESS:

It was moved by Alderman Sharpe, seconded by Alderman Mistilis to Recess to meet at 4:00 p.m., on Tuesday, August 26, 1997.

All the aldermen voting aye, Mayor Lamar declared the motion carried.


Virginia H. Chrestman, City Clerk


Patricia C. Lamar, Mayor

RECESS MEETING

August 26, 1997

4:00 p.m.

CALL TO ORDER:

Pursuant to that order of August 19, 1997 the Mayor and Board of Aldermen did meet on Tuesday, August 26, 1997 at 4:00 p.m. in City Hall when and where the following were present:

Patricia C. Lamar, Mayor - Presiding

John Mistilis - Alderman Ward I

E. O. Oliver - Alderman Ward II

Janice Antonow - Alderman Ward III

Ulysses Howell - Alderman Ward IV

Kelly Allen - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Bo Ragon - City Shop Foreman

Shirley Michael - Superintendent of
Solid Waste

Allen Jones - Director of Parks and
Recreation

Steve Bramlett - Chief of Police

Johnny Earnest - Superintendent of
Oxford Electric

BIKE PATROL:

Chief Bramlett and Officer Jamie King presented information about a bike patrol for the central business district. Special bikes and special training is needed for such a patrol. This matter will be continued for study and proceed to add expenditures in the preparation of the budget.

SECURITY SYSTEM
CITY HALL ART WORK:

It was moved by Alderman Sharpe, seconded by Alderman Howell to authorize the expenditure of \$545.00 for monitors for the Glen Ray Tutor painting, the Theore Hamblett painting and the John McCrady painting in City Hall and to authorize the expenditure of \$18.50 monthly for the monitoring fee.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

DEPUTY CLERK/
SECRETARY:

It was moved by Alderman Sharpe, seconded by Alderman Magee to authorize the employment of Dickie King as Deputy Clerk/Secretary at an annual salary of \$19,500.00.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

DEPUTY CLERK/
COLLECTOR:

It was moved by Alderman Magee, seconded by Alderman Howell to authorize the employment of LeAnn Foster Klepzig as Deputy Clerk/Collector at an hourly rate of \$8.00 effective 9-2-97.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

BUDGET WORK SESSION:

Shirley Michael, Solid Waste
Bo Ragon, City Shop
David Bennett, Water, Sewer, Streets
and Allen Jones, Park Commission
presented their budget request for
1997-98.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

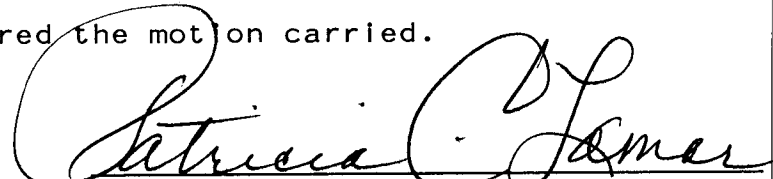
RECESS:

It was moved by Alderman Magee, seconded by Alderman Allen to Recess to meet at 4:00 p.m. on 9-2-97.

All the aldermen voting aye, Mayor Lamar declared the motion carried.



Virginia H. Chrestman, City Clerk



Patricia C. Lamar, Mayor

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

RECESS RECESS MEETING

September 2, 1997

4:00 p.m.

CALL TO ORDER:

Pursuant to that order of August 26, 1997, the Mayor and Board of Aldermen did meet on Tuesday, September 2, 1997 at 4:00 p.m. in City Hall when and where the following were present:

Patricia C. Lamar, Mayor - Presiding

John Mistilis - Alderman Ward I

E. O. Oliver - Alderman Ward II

Janice Antonow - Alderman Ward III

Ulysses Howell - Alderman Ward IV

Kelly Allen - Alderman Ward V

Tom Sharpe - Alderman At Large

David Magee - Alderman Ward VI

Virginia Chrestman - City Clerk

Allen Jones - Director of Parks and
Recreation

Johnny Earnest - Superintendent of
Oxford Electric

Terry McDonald - Fire Chief

Billy Lamb - Superintendent of Buildings
& Grounds

Steve Bramlett - Chief of Police

BUDGET WORK SESSIONS:

Allen Jones, Billy Lamb, and Terry McDonald discussed with the board budget requests for 1997-98.

It was moved by Alderman Magee, seconded by Alderman Allen to not raise the Mill Rate for 1997-98 and to authorize the City Clerk to publish the notice in the newspaper that there will be no tax increase and the intent is for the total budget increase not to exceed 9%. All the aldermen voting aye, Mayor Lamar declared the motion carried.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, seconded by Alderman Antonow to consider an Executive Session. All the aldermen voting aye, Mayor Lamar declared the motion carried.

It was moved by Alderman Sharpe, seconded by Alderman Antonow to remain in Executive Session to discuss land acquisition. All the aldermen voting aye, Mayor Lamar declared the motion carried.

City Clerk Chrestman announces in the hall that the board voted to remain in Executive Session to discuss possible land acquisition.

REGULAR SESSION:


It was moved by Alderman Magee, seconded by Alderman Allen to return to Regular Session. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.



Virginia H. Chrestman, City Clerk



Patricia C. Lamar, Mayor

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT-MERIDIAN 57-8720

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE
CITY OF OXFORD

REGULAR MEETING

September 2, 1997

6:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor Patricia C. Lamar at 6:00 p.m. on Tuesday, September 2, 1997 in the Courtroom of City Hall when and where the following were present:

Patricia C. Lamar, Mayor - Presiding
John Mistillis - Alderman Ward I
E. O. Oliver - Alderman Ward II
Janice Antonow - Alderman Ward III
Ulysses Howell - Alderman Ward VI
Kelly Allen - Alderman Ward V
David Magee - Alderman Ward VI
Tom Sharpe - Alderman At Large
Ed Perry - City Attorney
Virginia H. Chrestman - City Clerk
Billy Lamb - Superintendent of Buildings
& Grounds
Steve Bramlett - Chief of Police
Terry McDonald - Fire Chief
Bo Ragon - City Shop Foreman
Johnny Earnest - Superintendent of Oxford
Electric
Shirley Michael - Superintendent of Solid
Waste
David Bennett - Public Works Director
Ben Smith - Director of Planning and
Development
Allen Jones - Director of Parks and
Recreation

AGENDA:

It was moved by Alderman Mistillis, seconded by Alderman Allen to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Lamar declared the motion carried.

MINUTES:

There being no additions or corrections, the Minutes of August 18, 19, and 26, 1997 were approved as presented.

AMERICAN RED CROSS:

Sherry Koontz with the American Red Cross came before the Mayor and Board of Aldermen to request funding for the Red Cross at the rate of \$300.00 per month. This request will be considered with other budget requests.

TREE BOARD:

Seth Dabney of the Tree Board came before the Mayor and Board of Aldermen to request permission and approval that Billy Lamb be authorized to attend the Building with Trees workshop put on by the National Arbo Day Foundation. It is a one day seminar in Memphis on September 24 with the tuition charge of \$125.00 with reservations taken two weeks prior. He is leaving information for others at the suggestion of Mayor Lamar in case others are interested in attending.

Mr. Dabney has been asked to discuss the history of the Tree Board that has been in existence for four meetings.

Billy Lamb can give day to day details. The Tree Board has dealt with small petitions, 3/4 of which have been approved. Competitive grants program from Mississippi Forestry Commission. Nan Davis wrote a grant which was submitted under her signature. If it comes to pass you will have the opportunity to accept or deny. The grant was to do a tree inventory which can be updated on a computer. The request budget was \$7300.00 with an in-kind match of approximately half that amount. The ordinance is functioning fairly well. We have appointed John Arrechea as the day to day contact.

It was moved by Alderman Magee, seconded by Alderman Sharpe to authorize Billy Lamb to attend the September 24 meeting. Mayor Lamar advised that September 24 is the day before the Faulkner unveiling and

TREE BOARD CONTINUED:

that Mr. Lamb will be busy and cannot attend. It was then decided to authorize and allow the expenditure of the registration fee for a Tree Board member to attend. All the aldermen voting aye, Mayor Lamar declared the motion carried.

WEST OXFORD LOOP
STREET ASSESSMENT:

Attorney William Slaon, representing Combine Builders, came before the Mayor and board of Aldermen to request that the street assessment on West Oxford Loop be divided to reflect that Combine Builders, Inc., has purchased 150 feet on the West side of West Oxford Loop and they want to pay their share of the Street Assessment. It was moved by Alderman Antonow, seconded by Alderman Sharpe to authorize the City Clerk to correct the Special Assessment Roll to show Combine Builders with 150 feet to be deducted from James Davis and P and P Land Development on the West side of the street. All the aldermen voting aye, Mayor Lamar declared the motion carried.

THEATER OXFORD:

Christopher Shager, Oxford High School teacher, came before the Mayor and Board of Aldermen to request \$1,000.00 for traveling expense for Jason Milligan, Oxford native and playwright, to come to Oxford. Theatre Oxford is built on O'Conner Theatre Project and is a not for profit corporation. Other donations have been collected to help defray some of the expense. The production will cost \$8.00 for adults

THEATRE OXFORD CONTINUED:

and will be held in the Oxford High School, which will seat 90 per performance. It was also pointed out by the board that guidelines for grants for the 2% Food and Beverage Fund have not been completed. It was moved by Alderman Antonow, seconded by Alderman Magee to approve the \$1,000.00 request from the 2% Food and Beverage Funds. After further discussion, and upon realization that all the aldermen did not have the advanced information concerning the project the motion and second were withdrawn. The matter will be continued for further study.

WATER AND SEWER
SERVICE OUTSIDE
CORPORATE LIMITS
OLD TAYLOR ROAD:

Upon the recommendation of David Bennett, it was moved by Alderman Allen, seconded by Alderman Oliver to grant permission for Bubba Veazey to obtain Water and Sewer outside the corporation limits on Old Taylor Road with the agreement to be prepared by the City Attorney. All the aldermen voting aye, Mayor Lamar declared the motion carried.

WASTEWATER
SHORT COURSE:

Upon the request of David Bennett, it was moved by Alderman Sharpe, seconded by Alderman Oliver to authorize two operators to attend Wastewater Short Course, September 8-12, in Biloxi with a registration fee of \$65.00 each. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ACCEPTANCE, MAINTENANCE
WATER, SEWER, STREETS
AZALEA SUBDIVISION
PHASE II:

Alderman Mistillis recused himself from this matter.

Upon the recommendation of David Bennett, it was moved by Alderman Magee, seconded by Alderman Allen to accept maintenance water, sewer, streets, Azalea Subdivision, Phase II. All the aldermen with the exception of Mistillis, voting aye, Mayor Lamar declared the motion carried.

ORDINANCE 1997-10:

There came on for consideration an Ordinance to raise the rates for Water and Sewer. It was moved by Alderman Oliver, seconded by Alderman Allen to adopt the Ordinance as written and recorded in Ordinance Book 5 at pages 401-402. Alderman Sharpe offered an amended motion to raise the rate outside the corporate limits to \$4.50 per 1,000 gallons and a minimum of \$9.00 for water. The amended motion died for lack of a second. All the aldermen voting aye on the motion to adopt the Ordinance, Mayor Lamar declared the motion carried and the ordinance adopted.

ACCOUNTS:

It was moved by Alderman Howell, seconded by Alderman Mistillis to authorize approval of the Accounts as presented. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Sharpe, seconded by Alderman Howell to authorize payment of the Electric Department Accounts as presented. All the aldermen voting aye, Mayor Lamar declared the motion carried.

TVPPA ACCOUNTING
CONFERENCE:

Upon the request of Johnny Earnest, it was moved by Alderman Howell, seconded by Alderman Allen to authorize Lisa Davis to attend TVPPA Accounting Conference in Chattanooga, TN, September 24-26, with a registration fee of \$275.00. All the aldermen voting aye, Mayor Lamar declared the motion carried.

OXFORD PLUS
1 PROGRAM:

Johnny Earnest gave an update on the Oxford Plus One Program. We currently have 302 contributors out of 6,128 customers. A total of \$25,478 has been collected with a pay out of \$22,671.32.

DERRICK TRUCK:

Johnny Earnest discussed with the Board his need for a new Derrick Truck. The one currently in use is a 1968 model. He presented lease information with a purchase at the end. Total cost of the unit is estimated at \$95,440.00. The lease is estimated at \$2,800.00 per month. After much discussion, this matter was continued.

COMPUTER AND
ACCOUNTING PROGRAMS:

Virginia Chrestman discussed with the Board the need to upgrade the computer and software being used in the Financial Department. Three Rivers Planning and Development Agency has looked at the system and has software that can be used with a conversion fee of not to exceed \$2,500.00 and for \$250.00 monthly maintenance fee. Quotes have been obtained for upgrading the computer from 2.2 to 3.2 with the low quote being \$2,500.00. The other quote is \$3,700 from IBM. It was

COMPUTER ETC., CONTINUED:

moved by Alderman Howell, seconded by Alderman Oliver to proceed to get the computer upgraded from the low quote of \$2,500.00 and to authorize Three Rivers to convert the software and maintenance fee. All the aldermen voting aye, Mayor Lamar declared the motion carried.

LETTER OF RESIGNATION
STEVEN R. LEWIS:

It was moved by Alderman Howell, seconded by Alderman Sharpe to accept Letter of Resignation from Steven R. Lewis, Patrolman effective August 28th with regrets. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ADVERTISEMENT FOR
EMPLOYMENT - PATROLMAN:

Upon the request of Chief Bramlett, it was moved by Alderman Sharpe, seconded by Alderman Antonow to authorize advertisement for employment of a Patrolman as a replacement. All the aldermen voting aye, Mayor Lamar declared the motion carried.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF OXFORD, MISSISSIPPI, DECLARING
AND ADDITIONAL 1.70 MILLS LEVY FOR SCHOOL PURPOSES

WHEREAS, on August 5, 1997, the Mayor and Board of Aldermen of the City of Oxford, Mississippi, adopted a resolution declaring its intention to provide its pro-rata share of the operation of the Oxford-Lafayette County Vocational Technical Center (Oxford-Lafayette County Business Industrial Complex) in order to enable the Oxford Municipal Separate School District to pay its pro-rata share of the operation of the Oxford-Lafayette County Vocational-Technical Center during the 1997-1998 school session; and,

WHEREAS, pursuant to said resolution, the City Clerk caused the same to be published in its entirety in The Oxford Eagle, a newspaper published and of general circulation in the City of Oxford, said resolution having been published on August 11, 18, 25 and September 2, 1997.

WHEREAS, the City Clerk reported that no protests or objections or petitions of any kind or character whatsoever were made or filed against the making of the proposed levy.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Oxford, Mississippi:

Section 1. That the Mayor and Board of Aldermen hereby determine to levy additional taxes in the amount of 1.70 mills to assist in the operation of the Oxford-Lafayette County Vocational-Technical Center (Oxford-Lafayette County Business and Industrial Complex) in order to enable the Oxford Municipal Separate School District to pay its pro-rata share of the operation of the Oxford-Lafayette County Vocational Technical Center during the 1997-1998 school session.

Section 2. That such levy shall be made and collected within the manner, for and time as required by law, as provided in Section 37-7-409, Mississippi Code of 1972, Annotated, and amendments thereto.

Section 3. That the Mayor and Board of Alderman find that due to the Oxford Municipal Separate School District's Current responsibility to pay its pro-rata share of the operation of the Oxford-Lafayette County Vocational-Technical Center during the 1997-1998 school session and due to the shortness of the time in which to collect taxes for the Oxford Municipal Separate School District, it is necessary to the public health, safety and welfare that this resolution take effect immediately from and after its adoption.

Alderman Magee made the motion, which was seconded by Alderman Howell to adopt the foregoing Resolution, which was introduced in writing at the meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, held on September 2, 1997, and was at said meeting, read, considered, and adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a roll call vote, the result was as follows:

Alderman Mistillis	voted <u>aye</u>
Alderman Oliver	voted <u>aye</u>
Alderman Antonow	voted <u>aye</u>
Alderman Howell	voted <u>aye</u>
Alderman Allen	voted <u>aye</u>
Alderman Magee	voted <u>aye</u>
Alderman Sharpe	voted <u>aye</u>

Approved, this the 2nd day of September, 1997.

/s/ Patricia C. Lamar
Patricia C. Lamar, Mayor

/s/ Virginia H. Chrestman
Virginia H. Chrestman, City Clerk

POLICY:

It was moved by Alderman Mistilis, seconded by Alderman Sharpe to adopt the following policy for all departments:

SEPTEMBER 3, 1997

MEMO TO ALL CITY EMPLOYEES

FROM: MAYOR AND BOARD OF ALDERMEN

AT THE BOARD MEETING OF SEPTEMBER 2, 1997, THE FOLLOWING ACTION WAS TAKEN CONCERNING POLICY. PLEASE ADHERE TO THIS POLICY IMMEDIATELY.

THIS POLICY IS FOR ALL DEPARTMENTS: ONLY THE VEHICLES THAT THE EMPLOYEES NEED TO GET TO AND FROM WORK ARE TO BE ALLOWED TO BE PARKED ON THE PREMISES OF CITY PROPERTY. THOSE VEHICLES SHOULD NOT HAVE TRAILERS, CAMPERS OR ANY OTHER TYPE OF RECREATIONAL VEHICLES ATTACHED TO THEM ON CITY PROPERTY. NO VEHICLES FOR SALE SHALL BE ALLOWED ON CITY PROPERTY. NO WASHING OF ANY PERSONAL VEHICLE ON CITY PROPERTY WILL BE ALLOWED.

All the aldermen voting aye, Mayor Lamar declared the motion carried and the policy adopted effective immediately.

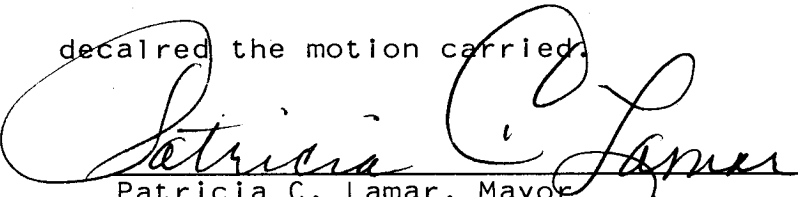
ANNOUNCEMENT:

Johnny Earnest announced that on September 17, 1997 at 5:30 p.m. a public discussion will be held in the Courtroom on telecommunications. All citizens are invited to attend.

RECESS:

It was moved by Alderman Antonow, seconded by Alderman Sharpe to Recess to meet at 4:30 p.m. on Tuesday, September 9, 1997. All the aldermen voting aye, Mayor Lamar declared the motion carried.


Virginia H. Chrestman, City Clerk


Patricia C. Lamar, Mayor

RECESS MEETING

September 9, 1997

4:30 p.m.

CALL TO ORDER:

Pursuant to that order of September 2, 1997, the Mayor and Board of Aldermen did meet on Tuesday, September 9, 1997 at 4:30 p.m. in City Hall when and where the following were present:

Patricia C. Lamar, Mayor - Presiding

John Mistilis - Alderman Ward I

E. O. Oliver - Alderman Ward II

Janice Antonow - Alderman Ward III

Ulysses Howell - Alderman Ward IV

Kelly Allen - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Johnny Earnest - Superintendent of Oxford Electric

David Bennett - Public Works Director

Ben Smith - Director of Planning and Development

Billy Lamb - Superintendent of Buildings & Grounds

Terry McDonald - Fire Chief

Steve Bramlett - Chief of Police

HOSPITAL UPDATE:

John Pate of JMGR, Architects for the Hospital Project came before the Mayor and Board of Aldermen to give an update on projects at Baptist Memorial Hospital. Mr. Pate had a drawing of the proposed phases for work at the Hospital. The parking garage will be 4 story and can park 650 cars. Projected completion date of the parking garage is March, 1998. They are adding 46 more beds. Other additions are planned in phases. Traffic needs were discussed. Baptist has agreed to pay for a traffic study in an effort to get cars in and out. The study will look into opening Elliott Drive to 18th Street and three laning South Lamar to the Bypass Bridge. Mayor Lamar thanked Mr. Pate for coming.

POST OFFICE SITE:

Discussion was held concerning the request of the Huff Corporation for rezoning property on McElory Drive from A to Commercial. This matter was before the Planning Commission last night. David Magee stated that he attended the Planning Commission meeting and is concerned about the site and the requests that have been made for a Special Exception before the Planning Commission, which was denied and is on appeal in Circuit Court, with no date set for the hearing. A comment was made by one of the Planning Commission members that he was not comfortable with the rezoning request, but would be agreeable to revisit the request for Special Exception if requested to do so. Ed Perry and Ben Smith pointed out the by-laws of the Commission. The applicant cannot reapply for a Special Exception for 6 months, but the by-laws do not keep the Commission from re-examining a Special Exception if additional information is now available. Public Notice would have to be given for the Planning Commission to reconsider the Special Exception request. It was moved by Alderman Magee, seconded by Alderman Sharpe that we ask the Planning Commission to reconsider the Special Exception application made by the Huff Corporation for the Post Office site on McElory Drive and that public notice be given and the matter considered in a Special Meeting of the Commission. All the aldermen voting aye, Mayor Lamar declared the motion carried.

RESIGNATION
JOHN DEAL, DISPATCHER
OXFORD POLICE DEPARTMENT:

It was moved by Alderman Howell, seconded by Alderman Antonow to accept the resignation of John Deal, Dispatcher at the Police Department effective September 15, 1997 and to authorize advertisement for replacement. All the aldermen voting aye, Mayor Lamar declared the motion carried.

M.T.O. A.
TRAINING CONFERENCE:

Upon the request of Chief Bramlett, it was moved by Alderman Allen, seconded by Alderman Sharpe to authorize nine officers to attend 1997 M.T.O.A Training Conference October 20-24, at Camp Shelby with a registration fee of \$35.00 each for a total of \$315.00 and to authorize payment of \$50.00 dues for the team members. The expenditures will come from Training Police Department. All the aldermen voting aye, Mayor Lamar declared the motion carried.

DEPUTY CLERK/COLLECTOR:

It was moved by Alderman Magee, seconded by Alderman Oliver to authorize the employment of Paula Morris as Deputy Clerk/Collector at an hourly rate of \$8.00 effective 9-29-97. All the aldermen voting aye, Mayor Lamar declared the motion carried.

DERRICK TRUCK LEASE:

Johnny Earnest presented quotes for leasing the Derrick Truck. After discussion that if we are to proceed with a lease-purchase, it must be bid because of the cost involved. Also it was discussed that we may not need it but for one year. Mr. Earnest decided that he will not proceed with the matter at this time.

STEPS IN
CITY HALL:

Mayor Lamar discussed with the Board the front steps of City Hall. In preparing the front for the Faulkner statue, it was determined that one of the front steps is hollow. We are getting quotes on repairing and will present later.

The carpet has been removed from the steps in City Hall. Quotes have been obtained for sanding and refinishing them. Mayo quoted \$4,280.00 and Puttman Brothers quoted \$5,000.00. Alderman Magee suggested that a list of all the things that need to be done to City Hall be prepared so that we can bid a total renovation project. The request for the steps involve a floor finisher. It was moved by Alderman Sharpe, seconded by Alderman Allen to accept the low quote of Mayo. All the aldermen voting aye, Mayor Lamar declared the motion carried.

BUDGET WORK SESSIONS:

The board continued to work on proposed budgets for 1997-98. Johnny Earnest discussed salary increases for his department based on information he obtained from other Electric Departments.

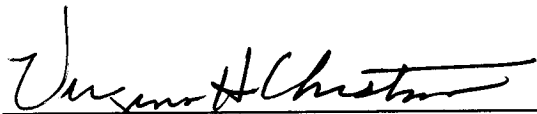
Personnel Director was discussed. Projected salary of \$32,000.00 plus fringes should be added to the budget along with \$2,500.00 for possible relocation expenses.

Ben and David discussed another employee to be split between the two departments for code enforcement. A vehicle will be needed. Estimated cost for salary, fringes and vehicle is \$20,000.00 per department.

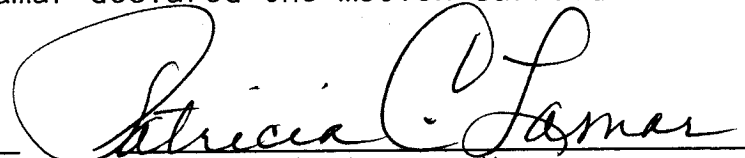
DEMENT—MERIDIAN 57-8720

RECESS:

It was moved by Alderman Howell, seconded by Alderman Sharpe to Recess to meet at 4:30 p.m. on Wednesday, September 10, 1997. All the aldermen voting aye, Mayor Lamar declared the motion carried.



Virginia H. Chrestman, City Clerk



Patricia C. Lamar, Mayor

RECESS, RECESS MEETING

September 10, 1997

4:30 p.m.

CALL TO ORDER:

Pursuant to that order of September 9th, 1997, the Mayor and Board of Aldermen did meet on Wednesday September 10, 1997 in City Hall when and where the following were present:

Patricia C. Lamar, Mayor - Presiding

John Mistilis - Alderman Ward I

E. O. Oliver - Alderman Ward II

Janice Antonow - Alderman Ward III

Ulysses Howell - Alderman Ward IV

Kelly Allen - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At Large

Virginia H. Chrestman - City Clerk

Shirley Michael - Superintendent of
Solid Waste

Billy Lamb - Superintendent of Buildings
& Grounds

Terry McDonald - Fire Chief

Allen Jones - Director of Parks &
Recreation

Steve Bramlett - Chief of Police

ANNOUNCEMENT:

Mayor Lamar announced to the Board that she had quoted an incorrect figure for refinishing the steps and hallway. The low quote is \$4,920.00 from Mayo. The Board voted yesterday to accept the low quote.

BUDGET WORK SESSION:

The board continued to work on the proposed budgets for 1997-98.

ANNOUNCEMENT:

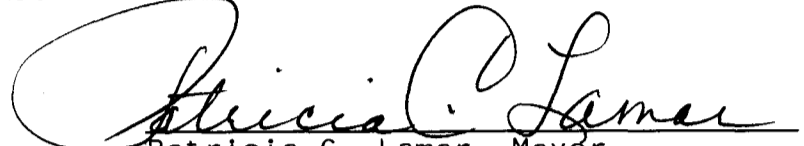
Steve Bramlett, Chief of Police, announced that the Metro Narcotics Board has met and selected Dennis Gossett to transfer from the Oxford Police Department to Metro Narcotics to replace Vick Estock.

DEMENT—MERIDIAN 57-8720

RECESS:

It was moved by Alderman Mistilis, seconded by Alderman Antonow to Recess to meet on Monday, September 15, at 4:30 p.m. to work on the budget. All the aldermen voting aye, Mayor Lamar declared the motion carried.


Virginia H. Chrestman, City Clerk


Patricia C. Lamar, Mayor

RECESS, RECESS, RECESS, MEETING

September 15, 1997 4:30 p.m.

CALL TO ORDER:

Pursuant to that order of September 10, 1997, the Mayor and Board of Aldermen did meet on Monday, September 15, 1997 in City Hall when and where the following were present:

Patricia C. Lamar, Mayor - Presiding
 John Mistilis - Alderman Ward I
 E. O. Oliver - Alderman Ward II
 Janice Antonow - Alderman Ward III
 Ulysses Howell - Alderman Ward IV
 Kelly Allen - Alderman Ward V
 David Magee - Alderman Ward VI
 Virginia Chrestman - City Clerk
 David Bennett - Public Works Director
 Steve Bramlett - Chief of Police
 Terry McDonald - Fire Chief

BUDGET WORK SESSION:

The Board continued to work on Budgets for 1997-98.

EXECUTIVE SESSION:

It was moved by Alderman Magee, seconded by Alderman Oliver to consider an Executive Session to discuss Personnel Matters. All the aldermen present voting aye, Mayor Lamar declared the motion carried.

It was moved by Alderman Oliver, seconded by Alderman Magee to remain in Executive Session to discuss specific employees and salary. All the aldermen present voting aye, Mayor Lamar declared the motion carried.

It was moved by Alderman Magee, seconded by Alderman Allen to go out of Executive Session. All the aldermen present voting aye, Mayor Lamar declared the motion carried.

DEMENT—MERIDIAN 57-8720

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


Patricia Chadwick Lamar, Mayor

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

REGULAR MEETING

September 16, 1997

6:00 p.m.

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi was called to order by Mayor Patricia C. Lamar at 6:00 p.m. on Tuesday, September 16, 1997 in the Courtroom of City Hall when and where the following were present:

Patricia C. Lamar, Mayor - Presiding

John Mistilis - Alderman Ward I

E. O. Oliver - Alderman Ward II

Janice Antonow - Alderman Ward III

Ulysses Howell - Alderman Ward IV

Kelly Allen - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At-Large

Ed Perry - City Attorney

Virginia Chrestman - City Clerk

Steve Bramlett - Chief of Police

Billy Lamb - Superintendent of Buildings
& Grounds

Terry McDonald - Fire Chief

Bo Ragon - City Shop Foreman

Johnny Earnest - Superintendent of Oxford
Electric

Shirley Michael - Superintendent of Solid
Waste

Ben Smith - Director of Planning and
Development

David Bennett - Public Works Director

AGENDA:

It was moved by Alderman Howell, seconded by Alderman Antonow to adopt the Agenda for the meeting. All the aldermen voting aye, Mayor Lamar declared the motion carried.

MINUTES:

There being no additions or corrections, it was moved by Alderman Mistillis, seconded by Alderman Oliver to approve the Minutes as printed. All the aldermen voting aye, Mayor Lamar declared the motion carried.

THEATRE OXFORD:

Christopher Shager came before the Mayor and Board of Aldermen to request \$1,000.00 to fund New York Playwright, Jason Mulligin coming to Oxford for a Community Theatre. It was moved by Alderman Sharpe, seconded by Alderman Antonow to approve the expenditure of \$1,000.00 through the Yoknapatawpha Arts Council, if they will accept this project from the 2% Food and Beverage Funds as Theatre Oxford does not have non-profit corporation papers completed at this time. All the aldermen voting aye, Mayor Lamar declared the motion carried.

PERFORMANCE CONTRACTING
ENERGY SURVEY:

Mike Walters, Account Executive of Johnson Controls came before the Mayor and Board of Aldermen to outline a proposal for energy services contract for the City of Oxford. Johnson Controls will make an initial preliminary study of the facilities and then report back.

STATE ARCHIVES & HISTORY:

Will Lewis, member of the Oxford-Lafayette Heritage Foundation, introduced Michelle Weaver, Local Government Assistance Coordinator from State Archives and History who talked about the Certified Local Government Program. Currently 23 Communities are participating in the program. No monetary charge to participate. An Ordinance is required. Mayor Lamar thanked her for coming and advised that we will pass the information to our attorney and take the matter under advisement as we are committed to what makes Oxford special.

PLAYGROUND COMMITTEE:

Kathy Shoemire of the Playground Committee came before the Mayor and Board to state that the committee is working on a plan to build a playground at Avent Park. A public meeting will be held on Thursday at the Public Library. All citizens are encouraged to get involved as the community builds a park. There is a job for everyone. This is a Leathers & Associate proposal. They would like to build the playground in the Spring. The community raises the money and the community builds the playground. It is usually built in 5 days.

The Mayor and Board of Aldermen of the City of Oxford, Mississippi, took up the matter of approving the issuance of Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi) Series 1997 by Lafayette County, Mississippi, in the maximum aggregate principal amount of \$26,000,000. After a discussion of the subject, Alderman _____ offered and moved the adoption of the following resolution:

RESOLUTION APPROVING THE ISSUANCE OF HOSPITAL REVENUE REFUNDING BONDS (BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI) SERIES 1997 BY LAFAYETTE COUNTY, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$26,000,000, FOR THE PURPOSE OF REFUNDING THE OUTSTANDING PORTION OF THE HOSPITAL REVENUE REFUNDING BONDS (BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI) SERIES 1991A OF SAID COUNTY IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,870,000, DATED MARCH 1, 1991, AND THE OUTSTANDING PORTION OF THE HOSPITAL REVENUE BONDS (BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC. PROJECT) SERIES 1991B OF SAID COUNTY IN THE ORIGINAL PRINCIPAL AMOUNT OF \$20,000,000, DATED MARCH 1, 1991; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND INDENTURE OF TRUST WITH RESPECT TO SAID BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL HOSPITAL LEASE AGREEMENT NO. 2; APPROVING THE FORM OF AND DISTRIBUTION OF A PRELIMINARY PRIVATE PLACEMENT MEMORANDUM AND APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A FINAL PRIVATE PLACEMENT MEMORANDUM; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS; AND RELATED MATTERS.

WHEREAS, the Board of Supervisors of Lafayette County, Mississippi (the "Board"), acting for and on behalf of Lafayette County, Mississippi (the "County"), pursuant to the Constitution and laws of the State of Mississippi, particularly the provisions of Chapter 884, Local and Private Laws of Mississippi, Regular Session 1983 (the "1983 Act"), and pursuant to the provisions of a Bond Indenture of Trust from the County and the City of Oxford, Mississippi (the "City"), to National Bank of Commerce, Memphis, Tennessee, as trustee, dated as of March 1, 1991 (the "Series 1991 Indenture"), did heretofore issue its Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi) Series 1991A, dated March 1, 1991, in the original principal amount of \$3,870,000 (the "Series 1991A Bonds"), the proceeds of which were used to refund the County's Hospital Revenue Bonds (Oxford-Lafayette County Hospital Project) Series 1984 dated as of November 1, 1984, in the original principal amount of \$4,500,000 (the "Series 1984 Bonds"); and

WHEREAS, the Series 1984 Bonds were issued pursuant to the provisions of a Trust Indenture from the County, the City and the Board of Trustees of Oxford-Lafayette County Hospital to First National Bank of Jackson, Jackson, Mississippi, as trustee, dated as of November 1, 1984 (the "Series 1984 Indenture"), and the proceeds of the Series 1984 Bonds were used to remodel, renovate, add to, extend, equip and furnish facilities comprising the Oxford-Lafayette

Medical Center (now known as Baptist Memorial Hospital-North Mississippi) (as the same has been or will be extended, renovated or improved, the "Hospital"); and

WHEREAS, the Series 1984 Bonds have been defeased and are no longer outstanding under the Series 1984 Indenture, and the lien of the Series 1984 Indenture has been satisfied and discharged; and

WHEREAS, pursuant to the provisions of Chapter 848, Local and Private Laws of Mississippi, Regular Session 1989, as amended by House Bill No. 1738, Local and Private Laws of Mississippi, Regular Session 1990 (the "1990 Act"), and pursuant to the Series 1991 Indenture, the County did heretofore issue its Hospital Revenue Bonds (Baptist Memorial Hospital-North Mississippi, Inc. Project), Series 1991B, dated March 1, 1991 in the original principal amount of \$20,000,000 (the "Series 1991B Bonds," and together with the Series 1991A Bonds, the "Series 1991 Bonds"), the proceeds of which were used to improve, maintain, extend, equip and furnish the Hospital; and

WHEREAS, the Series 1991A Bonds are currently outstanding in the principal amount of \$3,580,000 and the Series 1991B Bonds are currently outstanding in the principal amount of \$18,480,000; and

WHEREAS, First Tennessee Bank National Association, Memphis, Tennessee, currently serves as the trustee under the Series 1991 Indenture (in such capacity, the "Series 1991 Trustee"); and

WHEREAS, the City and the County jointly own the Hospital and have leased it to Baptist Memorial Hospital-North Mississippi, Inc., a Mississippi nonprofit corporation (the "Lessee"), pursuant to a Hospital Lease Agreement dated as of May 31, 1989 (the "Original Lease"), as supplemented and amended by a Supplemental Hospital Lease Agreement No. 1 dated as of March 1, 1991 (the "First Supplemental Lease") and a Supplemental Hospital Lease Agreement No. 2 dated as of October 1, 1997 (the "Second Supplemental Lease," and together with the Original Lease and the First Supplemental Lease, the "Lease"); and

WHEREAS, the Series 1991 Bonds are limited obligations of the County, the principal of, premium, if any, and interest on which are payable solely from and secured by a pledge of the Trust Estate (as defined in the Series 1991 Indenture); and

WHEREAS, pursuant to that certain Master Trust Indenture dated as of March 1, 1991 (the "Master Indenture"), by and among the Lessee and certain of its affiliated corporations, all as Members of the Obligated Group (as defined in the Master Indenture), and National Bank of Commerce, as Master Trustee, there has been issued a Master Note, Series 1991A (the "Series 1991A Note") in the principal amount of \$23,870,000, payable to the County, in order to provide additional security for the payment of the principal of, premium, if any, and interest on the Series 1991 Bonds; and

WHEREAS, the County has determined that pursuant to the provisions of Section 31-27-1 et seq. of the Mississippi Code of 1972, as amended (the "Refunding Act"), it should issue its Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi) Series 1997, in the maximum aggregate principal amount of \$26,000,000 (the "Series 1997 Bonds") for the purpose of advance refunding the Series 1991 Bonds and satisfying and discharging the lien of the Series 1991 Indenture in accordance with the terms thereof; and

WHEREAS, the Series 1997 Bonds shall be issued pursuant to a Bond Indenture of Trust dated as of October 1, 1997 (the "Indenture"), between the County, the City and First Tennessee Bank National Association, as trustee (in such capacity, the "Trustee"); and

WHEREAS, in connection with the refunding of the Series 1991 Bonds, the Series 1991A Note will be redeemed and terminated; and

WHEREAS, Baptist Memorial Health Care Corporation ("BMHCC") and its Affiliates (as defined in the hereinafter referenced Master Loan Agreement) and certain commercial banks and other lenders listed therein have executed a Master Loan Agreement dated as of June 1, 1997 (the "Master Loan Agreement") in order to provide security for certain obligations to be incurred by BMHCC and its Affiliates; and

WHEREAS, pursuant to the provisions of the Master Loan Agreement, BMHCC has executed a Guaranty Agreement dated as of October 1, 1997 (the "Guaranty Agreement"), to the Trustee in order to further secure the payment of principal, premium, if any, and interest on the Series 1997 Bonds; and

WHEREAS, the obligations of the Lessee under the Lease pursuant to the provisions of Section 3.1-8 thereof and the guaranty of the payment of the principal of, premium, if any, and interest on the Series 1997 Bonds pursuant to the provisions of the Indenture constitute obligations secured by the provisions of the Master Loan Agreement; and

WHEREAS, pursuant to the Lease, the Lessee is required to make sufficient rental payments to the County to provide for the payment of the principal of, premium, if any, and interest on the Series 1997 Bonds; and

WHEREAS, all acts, conditions and things relating to the passage of this Resolution, to the issuance of the Series 1997 Bonds and to the execution of the Indenture required by the Refunding Act or the Constitution or laws of the State to happen, exist and be performed precedent to and in the passage of this Resolution, and precedent to the issuance of the Series 1997 Bonds and the execution of the Indenture, have happened, do exist and have been performed as so required by law; and

WHEREAS, at this meeting there has been presented to the Mayor and Board of Aldermen (the "Governing Body") of the City the following documents which the Governing Body proposes to enter into or to approve in order to effectuate the proposed refunding of the Series 1991 Bonds:

1. The Indenture setting forth the terms and conditions of the Series 1997 Bonds and the security for the Series 1997 Bonds;
2. The Second Supplemental Lease providing for, among other things, rental payments in an amount sufficient to pay the principal of, premium, if any, and interest on the Series 1997 Bonds; and
3. The Preliminary Private Placement Memorandum dated September __, 1997 (the "Preliminary Private Placement Memorandum"), in connection with the offering for sale of the Series 1997 Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, as follows:

SECTION 1. Definitions. All words and phrases defined in the Indenture shall have the same meaning in this Resolution unless the context or use indicates another or different meaning or intent. In addition to such words and phrases and to the words and phrases elsewhere defined in this Resolution, the following words and phrases as used in this Resolution shall have the following meanings unless the context or use indicates another or different meaning or intent.

"Bond Documents" means the Indenture, the Second Supplemental Lease and the Preliminary Private Placement Memorandum.

"City Clerk" means the Clerk of the City.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder from time to time.

"Mayor" means the Mayor of the City.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Resolution as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter gender. Unless the context shall otherwise indicate, defined terms include both singular and plural.

In the event of conflict between the provisions of this Resolution and the provisions of the Indenture, the Indenture shall govern.

SECTION 2. Approval of Series 1997 Bonds. (a) The Series 1997 Bonds shall be and the same are hereby approved, authorized, and directed to be issued in the maximum aggregate principal amount of \$26,000,000 for the purpose of advance refunding the outstanding portion of the Series 1991 Bonds.

(b) The Series 1997 Bonds, in substantially the form and content set forth in the Indenture now before this meeting, subject to appropriate insertions and revisions in order to comply

with provisions of the Indenture, be and the same hereby are in all respects approved and confirmed, and the provisions of the Indenture with respect to the Series 1997 Bonds (including, without limitation, the maturity dates, rates of interest and redemption provisions) and the use of the proceeds thereof be and the same hereby are authorized, approved and confirmed and are incorporated herein by reference.

(c) The Governing Body hereby recognizes that pursuant to the authority of the Refunding Act, the Board has reserved the rights (1) to establish the final aggregate principal amount of the Series 1997 Bonds, which may not exceed \$26,000,000, (2) to establish the principal amount of the Series 1997 Bonds maturing in each year, with the final maturity of the Series 1997 Bonds to be no later than March 1, 2009, (3) to establish interest rates for each maturity of the Series 1997 Bonds, which shall never exceed thirteen percent (13%) per annum; (4) to establish the date, time and place of sale of the Series 1997 Bonds; and (5) to sell the Series 1997 Bonds on a negotiated basis at a price not less than 98% of the aggregate principal amount thereof plus accrued interest. Such determinations may be reflected in the Indenture as the same is completed pursuant to the provisions of Section 3 hereof.

SECTION 3. Execution of Indenture. The Series 1997 Bonds shall be issued upon the terms and conditions set out in and in conformity with the Indenture by and between the County, the City and the Trustee, a national banking association duly organized and existing under and by virtue of the laws of the United States of America with its principal office located at Memphis, Tennessee, and authorized to accept trusts of the character herein set out, which said banking institution is hereby designated as Trustee for the purposes set out in the Indenture, and such Series 1997 Bonds shall be secured by the Indenture in accordance with the terms thereof; to that end the Governing Body hereby authorizes the Mayor to execute in the name of the City and the City Clerk to attest under the seal of the City, and to deliver to the Trustee the Indenture, and except as provided below, all provisions of the Indenture are incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein. The Indenture shall be in substantially the following form, with such completions, changes, insertions, and modifications as shall be approved by the officials of the City executing and delivering the same, the execution thereof by such officials to be conclusive evidence of such approval:

BOND INDENTURE OF TRUST

By and Between

LAFAYETTE COUNTY, MISSISSIPPI
as Issuer

AND

CITY OF OXFORD, MISSISSIPPI

TO

FIRST TENNESSEE BANK NATIONAL ASSOCIATION
Memphis, Tennessee,
as Trustee

Dated as of October 1, 1997

Pertaining to:

\$ _____
LAFAYETTE COUNTY, MISSISSIPPI
Hospital Revenue Refunding Bonds
(Baptist Memorial Hospital - North Mississippi)
Series 1997

BOND INDENTURE OF TRUST

TABLE OF CONTENTS

(This Table of Contents is not a part of this Bond Indenture of Trust and is only for convenience of reference.)

<u>Section</u>	<u>Heading</u>	<u>Page</u>
Parties		
Recitals		
Series 1997 Bond Form		

ARTICLE I

DEFINITIONS: BOND INDENTURE TO CONSTITUTE CONTRACT

Section 1.01.	Definitions
Section 1.02.	Bond Indenture to Constitute Contract

ARTICLE II

AUTHORIZATION, TERMS,
EXECUTION AND ISSUANCE OF BONDS

Section 2.01.	Authorized Amount of Series 1997 Bonds
Section 2.02.	All Bonds Equally and Ratably Secured by Trust Estate Except as Expressly Provided Herein; Limited Obligation of Bonds and Pledges Securing the Same
Section 2.03.	Authorization of Series 1997 Bonds
Section 2.04.	Execution of Bonds
Section 2.05.	Registration, Transfer and Exchange of Bonds; Persons Treated as Owners
Section 2.06.	Lost, Stolen, Destroyed and Mutilated Bonds
Section 2.07.	Delivery of Series 1997 Bonds
Section 2.08.	Bond Trustee's Authentication Certificate
Section 2.09.	Issuance of Additional Bonds
Section 2.10.	Requirements for Authentication and Delivery of Additional Bonds
Section 2.11.	Cancellation and Destruction of Bonds by the Bond Trustee
Section 2.12.	Temporary Bonds
Section 2.13.	Application of Bond Proceeds
Section 2.14.	Sale of Bonds; Right of First Refusal
Section 2.15.	Book-Entry System

ARTICLE III

REVENUES AND FUNDS

Section 3.01.	Pledge of Trust Estate
Section 3.02.	Establishment of Funds and Accounts
Section 3.03.	Payments into the Bond Principal Fund and the Bond Interest Fund
Section 3.04.	Use of Moneys in the Bond Principal Fund and the Bond Interest Fund
Section 3.05.	Custody of the Bond Principal Fund and the Bond Interest Fund .
Section 3.06.	Refunding Fund
Section 3.07.	Reserved
Section 3.08.	Reserved
Section 3.09.	Payments into and Use of Moneys in the Series 1997 Issuance Expense Fund
Section 3.10.	Custody of the Issuance Expense Fund
Section 3.11.	Nonpresentment of Bonds
Section 3.12.	Moneys to be Held in Trust
Section 3.13.	Repayment From the Funds
Section 3.14.	Creation of Additional Accounts and Subaccounts
Section 3.15.	Reserved
Section 3.16.	Reserved
Section 3.17.	Reserved
Section 3.18.	Tax Regulatory Agreement and Investment Instructions

ARTICLE IV

COVENANTS OF THE COUNTY

Section 4.01.	Performance of Covenants
Section 4.02.	Instruments of Further Assurance
Section 4.03.	Payment of Principal, Premium, If Any, and Interest
Section 4.04.	Conditions Precedent
Section 4.05.	Supplemental Bond Indentures; Recordation of Bond Indenture, Supplemental Bond Indentures, and Security Instruments
Section 4.06.	Rights Under the Lease
Section 4.07.	Tax Exempt Status of Bonds

ARTICLE V

REDEMPTION OF BONDS PRIOR TO MATURITY

Section 5.01. Optional Redemption of Series 1997 Bonds

Section 5.02. Optional Redemption of Series 1997 Bonds Upon
Occurrence of Certain Events

Section 5.03. Sinking Fund - Series 1997 Bonds

Section 5.04. Method of Selecting Bonds

Section 5.05. Notice of Redemption

Section 5.06. Bonds Due and Payable on Redemption Date; Interest
Ceases to Accrue

Section 5.07. Cancellation

Section 5.08. Partial Redemption of Bonds

ARTICLE VI

INVESTMENTS

Section 6.01. Investment of Bond Principal Fund, Bond Interest Fund,
Issuance Expense Fund, Refunding Fund and Project Fund

Section 6.02. Arbitrage

Section 6.03. Allocation and Transfers of Investment Income

Section 6.04. Investment of Rebate Fund

Section 6.05. Valuation of Investments

ARTICLE VII

DISCHARGE OF BOND INDENTURE

Section 7.01. Discharge of this Bond Indenture

Section 7.02. Source of Bond Debt Service Payments

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01. Events of Default

Section 8.02. Remedies on Events of Default

Section 8.03. Majority of Bondholders May Control Proceedings

Section 8.04. Rights and Remedies of Bondholders

Section 8.05. Application of Moneys

Section 8.06. Bond Trustee May Enforce Rights Without Bonds

Section 8.07. Bond Trustee to File Proofs of Claim in Receivership, Etc.

Section 8.08. Delay or Omission No Waiver

Section 8.09. No Waiver of One Default to Affect Another

Section 8.10. Discontinuance of Proceedings on Default; Position of Parties Restored

Section 8.11. Waivers of Events of Default

Section 8.12. Bond Trustee to Notify Parties of Default and Disclose Information Relating to Default

Section 8.13. Notice to Bondholders if Default Occurs

ARTICLE IX

CONCERNING THE BOND TRUSTEE

Section 9.01. Duties of the Bond Trustee

Section 9.02. Fees and Expenses of Bond Trustee

Section 9.03. Resignation or Replacement of Bond Trustee

Section 9.04. Conversion, Consolidation, or Merger of Bond Trustee

Section 9.05. Bond Trustee May Be A Bondowner

ARTICLE X

SUPPLEMENTAL BOND INDENTURES
AND AMENDMENTS OF THE LEASE

Section 10.01. Supplemental Bond Indentures Not Requiring Consent of Bondholders

Section 10.02. Supplemental Bond Indentures Requiring Consent of Bondholders

Section 10.03. Execution of Supplemental Bond Indentures

Section 10.04. Consent of Lessee

Section 10.05. Amendments, Etc., of the Lease Not Requiring Consent of Bondholders

Section 10.06. Amendments, Etc., of the Lease Requiring Consent of Bondholders

Section 10.07. Reserved

Section 10.08. Discretion of Bond Trustee in Entering into Supplements and Amendments

ARTICLE XI

MISCELLANEOUS

Section 11.01. Evidence of Signature of Bondholders and Ownership of Bonds

Section 11.02. Parties Interested Herein

Section 11.03. Titles, Headings, Etc.

Section 11.04. Severability

Section 11.05. Governing Law

Section 11.06. Execution in Counterparts

Section 11.07. Notices

Section 11.08. Payments Due on Non-Business Days

Section 11.09. Reliance on Directions of Duly Authorized Officer of the
Lessee

Section 11.10. Certain Determinations to be Made by Bond Trustee

ARTICLE XII

SURETIES AND INSURANCE POLICIES

Section 12.01. General

Section 12.02. Consent of Sureties

Section 12.03. Notices and Information to be Furnished to Sureties

SIGNATURES AND SEALS

ACKNOWLEDGMENTS

BOND INDENTURE OF TRUST

THIS BOND INDENTURE OF TRUST, dated as of October 1, 1997 (as supplemented and amended, this "Bond Indenture"), by and between LAFAYETTE COUNTY, MISSISSIPPI (the "County"), a political subdivision of the State of Mississippi organized and existing under the constitution and laws of the State of Mississippi, the CITY OF OXFORD, MISSISSIPPI, (the "City"), a body corporate and politic organized and existing under the constitution and laws of the State of Mississippi, and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, having an office and principal place of business in Memphis, Tennessee, duly organized and existing under the laws of the United States of America, being authorized to accept and execute trusts of the character herein set out (hereinafter referred to as "Bond Trustee");

WITNESSETH:

WHEREAS, Baptist Memorial Hospital-North Mississippi, formerly known as Oxford-Lafayette County Hospital (the "Hospital") is a community hospital organized under and pursuant to the provisions of Section 41-13-10 et seq., Mississippi Code of 1972 (the "Hospital Act"), jointly owned by the County and the City; and

WHEREAS, pursuant to the provisions of Chapter 884, Local and Private Laws of Mississippi, Regular Session 1983 (the "1983 Act"), and pursuant to the provisions of a Trust Indenture from the County and the City and the Board of Trustees of Oxford-Lafayette County Hospital (the "Board of Trustees") to First National Bank of Jackson, as Trustee, dated as of November 1, 1984, as amended and supplemented (the "Series 1984 Indenture"), the County did heretofore issue its Hospital Revenue Bonds (Oxford-Lafayette County Hospital Project), Series 1984 dated as of November 1, 1984 (the "Series 1984 Bonds"), in the original principal amount of \$4,500,000, the proceeds of which were used to remodel, renovate, add to, extend, equip and furnish facilities comprising the Hospital); and

WHEREAS, the County and the City have leased the Hospital to Baptist Memorial Hospital-North Mississippi, Inc., a Mississippi nonprofit corporation (the "Lessee") pursuant to a hospital lease agreement dated as of May 31, 1989 (as the same has been and may be supplemented and amended, the "Lease"); and

WHEREAS, the Series 1984 Bonds were refunded utilizing, in part, the proceeds of those certain Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi) Series 1991A, dated March 1, 1991 (the "Series 1991A Bonds"), issued by the County pursuant to the 1983 Act and a Bond Indenture of Trust between the County, the City and National Bank of Commerce, Memphis, Tennessee, as Trustee, dated as of March 1, 1991 (the "Series 1991 Indenture") in the original principal amount of \$3,870,000 and the lien of the Series 1984 Indenture was satisfied in accordance with the provisions thereof; and

WHEREAS, pursuant to the provisions of Chapter 848, Local and Private Laws of Mississippi, Regular Session 1989, as amended by House Bill No. 1738, Local and Private Laws of Mississippi Regular Session 1990 (the "1990 Act") and the Series 1991 Indenture, the County issued its Hospital Revenue Bonds (Baptist Memorial Hospital-North Mississippi, Inc. Project), Series 1991B, dated March 1, 1991 (the "Series 1991B Bonds") in the original principal amount of \$20,000,000, the proceeds of which were used to improve, maintain, extend, equip and furnish the Hospital; and

WHEREAS, the County has determined that pursuant to the provisions of Section 31-27-1 et seq. Mississippi Code of 1972, as amended (the "Refunding Act"), it should issue its Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi, Inc. Project), Series 1997, in the aggregate principal amount of \$ _____ (the "Series 1997 Bonds") in order to provide funds to refund the Series 1991A Bonds and the Series 1991B Bonds (collectively, the "Series 1991 Bonds"); and

WHEREAS, the Series 1997 Bonds will be limited obligations of the County, the principal of, redemption premium, if any, and interest on which shall be payable solely from and shall be secured by the Trust Estate; and

WHEREAS, the Lessee will agree, pursuant to the terms of the Lease, as supplemented, to pay to the County an amount sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 1997 Bonds; and

WHEREAS, the execution and delivery of this Bond Indenture, the issuance of the Series 1997 Bonds under the Refunding Act have been in all respects duly and validly authorized by resolutions duly passed and approved by the County; and

WHEREAS, provision is made herein for the issuance from time to time of additional bonds (hereinafter called "Additional Bonds") which will rank on a parity with the Series 1997 Bonds for the purposes, upon the terms and subject to the conditions provided for herein; and

WHEREAS, the Series 1997 Bonds and the Bond Trustee Certificate of Authentication to be endorsed thereon are to be in substantially the following respective forms, and any Additional Bonds and Bond Trustee's Certificate of Authentication are also to be in substantially the following forms (except as to redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Bond Indenture, to-wit:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration or transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entry as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NEITHER THIS BOND NOR ANY PORTION THEREOF MAY BE TRANSFERRED BY THE REGISTERED HOLDER UNLESS THE REGISTERED HOLDER FIRST OFFERS THE SAME TO BAPTIST MEMORIAL HEALTH CARE CORPORATION, IN ACCORDANCE WITH THE PROVISIONS OF THE BOND INDENTURE REFERENCED HEREIN.

LAFAYETTE COUNTY, MISSISSIPPI

HOSPITAL REVENUE REFUNDING BOND

(BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI)

Series 1997

No. \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
		October 1, 1997	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

Lafayette County, Mississippi, a political subdivision of the State of Mississippi (the "County"), for value received, hereby promises to pay, but solely from and to the extent of the sources hereinafter described, the principal amount stated above in lawful money of the United States of America to the Registered Owner stated above, on the Maturity Date stated above (unless this bond shall have been duly called for prior redemption, in which case on such redemption date), upon the presentation and surrender hereof in Memphis, Tennessee, at the principal office of First Tennessee Bank National Association, or at the principal office of its successor as trustee (the "Bond Trustee") under a Bond Indenture of Trust, dated as of October 1, 1997 (the "Bond Indenture"), by and between the County, the City of Oxford, Mississippi (the "City") and the Bond Trustee, and to pay, but solely from and to the extent of like sources, interest (computed on the basis of a 360-day

year of twelve 30-day months) thereon from the Dated Date referenced above, or from the most recent interest payment date to which interest has been paid, semiannually on March 1 and September 1 in each year at the per annum Interest Rate stated above, commencing March 1, 1998, until payment of the principal hereof has been made at or after the maturity hereof or any earlier redemption date. The interest so payable, and punctually paid or duly provided for, on any interest payment date will, as provided in the Bond Indenture, be paid to the Person in whose name this bond is registered on the registration books kept for that purpose at the office of the Bond Trustee at the close of business on the Regular Record Date for such interest payment, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date. Any such interest not so punctually paid shall forthwith cease to be payable to the Registered Owner on such Regular Record Date, and shall be payable to the Registered Owner hereof at the close of business on a Special Record Date (as defined in the Bond Indenture) for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Bond Trustee whenever moneys become available for payment of the defaulted interest, and notice of such Special Record Date shall be given to the Registered Owner hereof not less than ten days prior thereto. The Bond Trustee shall make payments of principal upon maturity or earlier redemption and payments of interest by wire transfer to any Bondholder owning at least \$1,000,000 principal amount of Series 1997 Bonds (as herein defined) requesting the same in writing addressed to the Bond Trustee as provided in the Bond Indenture and agreeing to pay the cost thereof. If the date for making any payment or the last day for performance of any act or the exercise of any right, as provided in this bond, shall be a Saturday, Sunday or other day on which banks generally located in Memphis, Tennessee, are authorized to close, such payment may be made or act performed or right exercised on the next succeeding day which is not such a day with the same force and effect as if done on the nominal date provided in this bond.

This bond is one of a duly authorized series of bonds of the County designated as its "Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi) Series 1997" (the "Series 1997 Bonds") in the aggregate principal amount of \$_____ issued under and equally and ratably secured by the Bond Indenture. The Series 1997 Bonds have been issued pursuant to Section 31-27-1 et seq., Mississippi Code of 1972, as amended (the "Refunding Act"), to advance refund the outstanding portion of the County's Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi), Series 1991A issued in the original principal amount of \$3,870,000, dated March 1, 1991 (the "Series 1991A Bonds") and the County's Hospital Revenue Bonds (Baptist Memorial Hospital-North Mississippi, Inc. Project), Series 1991B issued in the original principal amount of \$20,000,000, dated March 1, 1991 (the "Series 1991B Bonds"). The proceeds of the Series 1991A Bonds were used to refund the County's Hospital Revenue Bonds (Oxford-Lafayette County Hospital Project), Series 1984 (the "Series 1984 Bonds"), the proceeds of which were used to remodel, renovate, add to, extend, equip and furnish facilities comprising the Oxford-Lafayette County Hospital, now known as Baptist Memorial Hospital-North Mississippi (as the same has been or will be extended, renovated or improved, the "Hospital"). The proceeds of the Series 1991B Bonds were used to remodel, renovate, add to, extend, equip and furnish the Hospital.

The Series 1997 Bonds shall never constitute an indebtedness of the County, the City, the State of Mississippi or any subdivision thereof, within the meaning of any constitutional provision

or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the County, the City, the State of Mississippi, or any subdivision thereof or a charge against its general credit or taxing power.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF. SUCH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HEREON.

Neither the Board of Supervisors of the County nor any individual executing the Series 1997 Bonds shall be liable personally on the Series 1997 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution or statutes of the State of Mississippi, including the Refunding Act or the Bond Indenture to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed.

This bond shall not be entitled to any benefit under the Bond Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose until the Bond Trustee shall have signed the certificate of authentication hereon by manual signature.

IN WITNESS WHEREOF, LAFAYETTE COUNTY, MISSISSIPPI has caused this bond to be signed in its name and on its behalf by the manual or facsimile signature of the President of its Board of Supervisors, and a facsimile or impress of its official seal to be affixed hereon and attested by the manual or facsimile signature of the Clerk of the Board of Supervisors.

[SEAL]

LAFAYETTE COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

By: _____
Clerk, Board of Supervisors

[BACK OF BOND]

This bond is a limited obligation of the County payable solely from and to the extent of and secured by (a) certain rental payments pursuant to the Hospital Lease Agreement, dated as of May 31, 1989 (as the same is supplemented and amended, the "Lease"), by and between the County, the City and Baptist Memorial Hospital-North Mississippi, Inc., a Mississippi nonprofit corporation (the "Lessee"), (b) all rights, title and interest of the County and the City in the Funds and Revenues (all as defined in the Bond Indenture) and (c) all rights, title and interests of the County under the Guaranty Agreement dated as of October 1, 1997, between Baptist Memorial Health Care Corporation and the Bond Trustee, and all rights, title and interest of the County under and pursuant to the Baptist Memorial Health Care Corporation Master Loan Agreement (the "Master Loan Agreement") dated as of June 1, 1997, by and among Baptist Memorial Health Care Corporation ("BMHCC") and the commercial banks and other lenders listed on Exhibit A attached thereto.

The refunding of the Series 1991 Bonds has been authorized by a resolution duly adopted by the County pursuant to the laws of the State of Mississippi, including, without limitation, the Refunding Act.

Additional series of bonds (the "Additional Bonds") may be issued by the County in accordance with the limitations and conditions of the Bond Indenture, which bonds shall be secured by the Bond Indenture on a parity with the Series 1997 Bonds. Such Additional Bonds may be issued at different times and in various principal amounts and denominations, may mature at different times, may bear interest at different rates, may be redeemable at different prices and may otherwise vary as in the Bond Indenture provided. The Series 1997 Bonds and such Additional Bonds are herein collectively called the "Bonds" Reference is hereby made to the Bond Indenture and all indentures supplemental thereto for a description of the revenues pledged, the nature and extent of the security, the rights, duties and obligations of the County, the Bond Trustee, the owners of the Bonds and the terms and conditions upon which the Bonds are, and are to be, secured and a statement of the rights, duties, immunities and obligations of the County and the Bond Trustee.

The Series 1997 Bonds maturing on March 1, 2002 are subject to mandatory sinking fund redemption in part on March 1, 1998, and on each March 1 thereafter by lot in such manner as the Bond Trustee may determine pursuant to the Bond Indenture at a redemption price equal to 100% of the principal amount thereof plus accrued interest as set forth in the Bond Indenture, in accordance with the following schedule:

<u>Date</u>	<u>Sinking Fund Payment</u>
1998	\$ _____
1999	_____
2000	_____
2001	_____
2002 (final maturity)	_____

The Series 1997 Bonds maturing on March 1, 2009 are subject to mandatory sinking fund redemption in part on March 1, 2003, and on each March 1 thereafter by lot in such manner as the Bond Trustee may determine pursuant to the Bond Indenture at a redemption price equal to 100% of the principal amount thereof plus accrued interest as set forth in the Bond Indenture, in accordance with the following schedule:

<u>Date</u>	<u>Sinking Fund Payment</u>
2003	\$ _____
2004	_____
2005	_____
2006	_____
2007	_____
2008	_____
2009 (final maturity)	_____

The Series 1997 Bonds are also subject to redemption by the County at the direction of the Lessee in whole or from time to time in part prior to maturity within the time specified in the Bond Indenture after the occurrence of certain casualty losses or condemnations described in the Bond Indenture affecting the Hospital at a redemption price equal to the principal amount thereof plus accrued interest, without premium.

The Series 1997 Bonds are also subject to redemption in whole at any time at the principal amount thereof plus accrued interest to the date fixed for redemption and without premium if, as a result of any applicable legislation or the final determination by a court of competent jurisdiction the Lessee would be legally required, if the Bonds were to remain Outstanding and not otherwise, to operate the Hospital in a manner which the Lessee believes in good faith to be contrary to the principles and beliefs of the Baptist Church and the Lessee requests such redemption.

The Series 1997 Bonds are also subject to redemption in part at any time at the principal amount thereof plus accrued interest to the date fixed for redemption and without premium if, as a result of a change in use of a portion of the Hospital, it is necessary in the opinion of nationally recognized bond counsel selected by the Lessee, to redeem a portion of the outstanding Series 1997 Bonds in order to maintain the tax-exempt status of the Series 1997 Bonds; provided, the maximum amount of the Series 1997 Bonds which shall be subject to this extraordinary optional redemption shall be limited to twenty percent (20%) of the principal amount of the Series 1997 Bonds.

Notice of the call for redemption shall be given by the Bond Trustee by mailing a copy of the redemption notice at least thirty days prior to the redemption date to the registered owners of Series 1997 Bonds to be redeemed in whole or in part at the address of such registered owner last showing on the registration books. Failure to give such notice or any defect therein shall not affect the validity of any proceedings for the redemption of such Series 1997 Bonds for which no such failure or defect occurs. All Series 1997 Bonds called for redemption will cease to bear interest after

the specified redemption date, provided funds for their payment are on deposit at the place of payment on the redemption date.

The Series 1997 Bonds are issuable as fully registered bonds in the denominations of \$500,000 and any integral multiple of \$5,000 in excess thereof. Subject to the conditions and upon payment of the charges provided in the Bond Indenture, Series 1997 Bonds, upon surrender thereof at the office of the Bond Trustee, may, at the option of the owner thereof, be exchanged for an equal aggregate principal amount of Series 1997 Bonds of the same maturity and other authorized denominations.

This bond is fully transferable by the Registered Owner hereof in person or by his duly authorized attorney on the registration books kept at the principal office of the Bond Trustee upon surrender of this bond together with a duly executed written instrument of transfer satisfactory to the Bond Trustee. The Bond Trustee shall not be required, however, to register the transfer of or to exchange (i) any Series 1997 Bond during the 15 calendar days preceding the selection of Series 1997 Bonds to be redeemed or thereafter until after the close of business on the day of first mailing of such notice of redemption thereof or (ii) any Series 1997 Bond which has been selected for redemption, except in either case on request of an owner of not less than \$1,000,000 aggregate principal amount of Series 1997 Bonds or (iii) any Series 1997 Bond which has not been first offered to the Lessee in accordance with the provisions of Section 2.14 of the Bond Indenture.

Upon such transfer a new fully registered bond or bonds of authorized denomination or denominations for the same aggregate principal amount and maturity will be issued to the transferee in exchange herefor, all upon payment of the charges and subject to the terms and conditions set forth in the Bond Indenture. The County and the Bond Trustee may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment (except as provided above with respect to Regular and Special Record Dates) and for all other purposes, and neither the County nor the Bond Trustee shall be affected by any notice to the contrary.

The Bond Trustee may make appropriate arrangements for the Bonds (or any portion thereof) to be issued or held by means of a book-entry system administered by The Depository Trust Company ("DTC") with no physical distribution of Bonds made to the public (other than those Bonds, if any, not held under such book-entry system). References in the remainder of this paragraph and in the next five succeeding paragraphs to a Bond or the Bonds shall be construed to mean the Bond or Bonds held under the book-entry system. In such event, one Bond for each maturity shall be issued to DTC, and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in Authorized Denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded

through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE BOND TRUSTEE SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THE INDENTURE, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE BOND TRUSTEE TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THE INDENTURE.

Payments of principal, premium, interest and purchase price with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Bond Trustee directly to DTC or its nominee, Cede & Co. as provided in the Issuer's Letter of Representation dated _____ (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County, the Lessee and the Bond Trustee shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County or the Bond Trustee determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the Bond Trustee shall authenticate and deliver replacement Bonds pursuant to the written instructions of DTC.

THE COUNTY, THE LESSEE AND THE BOND TRUSTEE SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (a) THE BONDS; (b) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (c) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (d) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BENEFICIAL OWNERS; (e) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (f) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS REGISTERED OWNER.

In the event that a book-entry system of evidence and transfer of ownership of the Bonds is discontinued pursuant to the provisions of the Indenture, the Bonds shall be delivered solely as fully registered Bonds without coupons in the Authorized Denominations, shall be lettered "R" and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions hereof and of the Indenture.

Neither the Bonds nor any portion thereof may be sold, assigned, conveyed or otherwise transferred by the registered holders thereof and the Bond Trustee shall not register any Bond in the

name of any purchaser, assignee or transferee (a "Transferee") unless such Bond is first offered for sale to Baptist Memorial Health Care Corporation ("BMHCC") on the same terms as those offered to such proposed Transferee. In the event the registered holder wishes to sell, assign, convey or otherwise transfer a Bond or any portion thereof, such registered holder shall provide BMHCC and the Bond Trustee with notice of the same, including the terms of such proposed sale. BMHCC may purchase the Bond or such portion proposed to be transferred on the same terms as those offered to such proposed Transferee. In order to exercise such purchase option, BMHCC shall so state in writing to the registered holder, with a copy to the Bond Trustee, not later than 5 Business Days following the receipt by BMHCC of such notice. If BMHCC fails to respond to such offer within such 5 Business Day period, BMHCC shall be deemed to have elected not to exercise such Purchase Option. If such purchase option is exercised, BMHCC shall consummate such purchase not later than 10 Business Days following the receipt by BMHCC of such notice. If such purchase option is not exercised within such 5 Business Day period, such Bonds shall be registered at the direction of the registered holder to such Transferee upon certification by the registered holder that such sale was consummated upon the terms and conditions referenced in the notice previously submitted to BMHCC. The provisions of the right of first refusal set forth above shall not apply to any transfers of Bonds by operation of law or transfers involving no monetary consideration. Notices to BMHCC hereunder shall be deemed given when delivered in writing to BMHCC at 899 Madison Avenue, Memphis, Tennessee 38146, Attention: Chief Financial Officer.

To the extent permitted by, and as provided in, the Bond Indenture, modifications or amendments of the Bond Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the County and of the owners of the Bonds may be made with the consent of the County and, in certain instances, with the consent of the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding; provided, however, that no such modification or amendment shall be made which will affect the terms of payment of the principal of, premium, if any, or interest on any of the Bonds, which are unconditional, unless consented to by all Bondholders. Any such consent by the owner of this bond shall be conclusive and binding upon such owner and upon all future owners of this bond and of any bond issued upon the transfer or exchange of this bond whether or not notation of such consent is made upon this bond.

The owner of this bond shall have no right to enforce the provisions of the Bond Indenture or to institute action to enforce the pledge, assignment or covenants made therein or to take any action with respect to an event of default under the Bond Indenture or to institute, appear in or defend any suit, action or other proceeding at law or in equity with respect thereto, except as provided in the Bond Indenture. In case an event of default under the Bond Indenture shall occur, the principal of all the Bonds at any such time outstanding under the Bond Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Bond Indenture. The Bond Indenture provides that such declaration may in certain events be rescinded and annulled by the Bond Trustee under certain circumstances.

[LEGAL OPINION CERTIFICATE]

I, the undersigned on behalf of Lafayette County, Mississippi, do hereby certify that the following is a true and complete legal opinion of Watkins Ludlam & Stennis, P.A., the original of

which was manually executed, dated and issued as of the date of payment for and delivery of this bond:

[Legal Opinion of Watkins Ludlam & Stennis, P.A.
to Appear Here]

I further hereby certify that an executed copy of the above legal opinion is on file in my office and that an executed copy thereof has been furnished to the Trustee.

LAFAYETTE COUNTY, MISSISSIPPI

By: _____
Title: _____

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE

TAX IDENTIFICATION OR SOCIAL SECURITY NO.

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Series 1997 Bonds described in the within mentioned Bond Indenture of Trust.

First Tennessee Bank National Association,
as Trustee

Dated: _____

By: _____
Authorized Representative

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

The undersigned Clerk of the Board of Supervisors of Lafayette County, Mississippi does hereby certify that the within bond has been validated and confirmed by Decree of the Chancery Court of Lafayette County, Mississippi, rendered on the _____ day of _____, 1997.

Clerk, Board of Supervisors

[END OF FORM OF SERIES 1997 BOND]

WHEREAS, all things necessary to make the Series 1997 Bonds, when authenticated by the Bond Trustee and issued as in this Bond Indenture provided, the valid, binding and legal obligations of the County and to constitute this Bond Indenture a valid, binding and legal instrument for the security of the Series 1997 Bonds and any Additional Bonds (the Series 1997 Bonds and any Additional Bonds being collectively referred to herein as the "Bonds") in accordance with its terms, have been done and performed;

NOW, THEREFORE, THIS BOND INDENTURE WITNESSETH:

That the County and the City, in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Series 1997 Bonds by the owners thereof and any Additional Bonds from time to time issued and of the sum of One Dollar to it duly paid by the Bond Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on all Bonds at any time outstanding under this Bond Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Bonds and herein contained, and to declare the terms and conditions upon and subject to which the Bonds are issued and secured, has executed and delivered this Bond Indenture and has granted, bargained, sold, alienated, assigned, pledged, set over and confirmed, and by these presents does grant, bargain, sell, alien, assign, pledge, set over and confirm unto First Tennessee Bank National Association, Memphis, Tennessee, as Bond Trustee, and to its successors and assigns forever, all and singular the following described property, franchises and income (the "Trust Estate"):

A. All payments under the Lease pursuant to Section 3.1-8 (as amended) thereof and all rights specifically granted to the Trustee under the Lease.

B. All right, title and interest of the County, if any, in the Master Loan Agreement and the Guaranty Agreement.

C. All Funds as hereinafter defined created in this Bond Indenture and all moneys therein and investments thereof and all Revenues (hereinafter defined) paid to the Bond Trustee by or for the account of the County and the City, subject only to the provisions of this Bond Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Bond Indenture. Moneys segregated or deposited and held in trust for the payment of principal, premium, if any, and interest becoming due hereunder on or after the due date shall not be part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled to such principal, premium or interest. Moneys held in trust by the Bond Trustee for the payment of principal, premium and interest on the Bonds need not be segregated from other funds, except to the extent required by law or as further provided herein.

TO HAVE AND TO HOLD the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Bond Trustee and its successors in said trust and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms herein set forth for the equal and proportionate benefit, security and protection of all owners of the Bonds issued under and secured by this Bond Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds except as specifically provided herein;

PROVIDED, HOWEVER, that if the County, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the premium, if any, and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Principal Fund and the Bond Interest Fund as hereinafter required or shall provide, as permitted hereby, for the payment thereof by depositing with the Bond Trustee the entire amount due or to become due thereon, or certain securities as herein permitted, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Bond Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Bond Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments or deposits, as applicable, this Bond Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Bond Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights, interests and revenues and funds hereby pledged and assigned are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the County has agreed and covenanted, and does hereby agree and covenant with the Bond Trustee and with the respective owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS; BOND INDENTURE TO CONSTITUTE CONTRACT

Section 1.01. Definitions. All words and phrases not otherwise defined herein shall have the same meanings as assigned to such words and phrases in Section 7 of the Master Loan Agreement (hereinafter defined). In addition, the following terms, except where the context indicates otherwise, shall have the respective meanings set forth below:

“Additional Bonds” means Bonds authorized to be issued pursuant to Section 2.09 hereof.

“Affiliate” means any not-for-profit or for profit corporation, the sole or controlling member or shareholder of which is BMHCC or another corporation, the sole or controlling member or shareholder of which is directly or indirectly BMHCC, and means any corporation more than fifty percent (50%) of the voting power or interests in which are controlled, directly or indirectly, by BMHCC, provided, however, Affiliate shall not include any joint venture, limited liability company, general partnership or limited partnership in which BMHCC and/or one of its Affiliates serves as a general partner unless such entities have expressly agreed in a separate written agreement to be an Affiliate for purposes of the Master Loan Agreement.

“Authorized Denominations” means \$500,000 or any integral multiple of \$5,000 in excess thereof.

“BMHCC” means Baptist Memorial Health Care Corporation, its successors and assigns.

“Bond Indenture” means this Bond Indenture of Trust, dated as of October 1, 1997, by and among the County, the City and the Bond Trustee, as supplemented and amended from time to time.

“Bond Trustee” means First Tennessee Bank National Association, Memphis, Tennessee, a national banking association organized and existing under the laws of the United States, as trustee under this Bond Indenture, and any of its successors and assigns hereunder.

“Bondholder” or “holder” or “owner” of Bonds means the registered owner of any Bond and, when used in Sections 5.05, 8.12 and 8.13 hereof, includes any person or entity that claims in writing to the Bond Trustee to be a bondholder (or beneficial holder of bonds) in the event that all or part of the issue is registered in the name of any depository institution.

“Bonds” means the Series 1997 Bonds and any Additional Bonds.

“Business Day” or “business day” means a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions generally in the State of Mississippi, New York or the state in which the principal corporate trust office of the Trustee is located, are authorized by law to close, (b) a day on which the New York Stock Exchange is closed, or (c) a day on which the Federal Reserve Bank of Atlanta, New Orleans branch is closed.

DEMENT—MERIDIAN 57-8720

"Cede & Co." means Cede & Co., the nominee of DTC or any successor nominee of DTC with respect to the Bonds.

"City" means the City of Oxford, Mississippi, a body politic and corporate organized and existing under the Constitution and laws of the State of Mississippi.

"County" means Lafayette County, Mississippi, a political subdivision of the State of Mississippi organized and existing under the Constitution and laws of the State of Mississippi.

"DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

"DTC Participant" or "DTC Participants" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC system.

"Escrow Agreement" means the Escrow Agreement, dated as of October 1, 1997, by and among the County, the City, the Lessee and First Tennessee Bank National Association, Memphis, Tennessee, as escrow agent thereunder.

"Event of Default" means those defaults specified in Section 8.01 hereof.

"Funds" means the Refunding Fund, the Bond Principal Fund, the Bond Interest Fund, the Issuance Expense Fund and the Rebate Fund, all as established and created by Section 3.02 hereof.

"Guaranty Agreement" means the Guaranty Agreement between Baptist Memorial Health Care Corporation, as Guarantor and the Trustee, dated as of October 1, 1997.

"Insurance Policy" means each insurance policy issued by a Surety with the consent of the County insuring the payment when due of the principal of and interest on the Bonds of any series and any stated maturity as provided therein.

"Investment Instructions" means the letter of instructions set forth as an exhibit to the Tax Regulatory Agreement of the County dated the date of the initial delivery of the Series 1997 Bonds.

"Issuance Expense Fund" means the Series 1997 Issuance Expense Fund referenced in Section 3.09(a).

"Lease" means the Hospital Lease Agreement, dated as of May 31, 1989, between and among the County, the City and Baptist Memorial Hospital-North Mississippi, Inc., as supplemented and amended from time to time.

"Lessee" means Baptist Memorial Hospital-North Mississippi, Inc., a nonprofit corporation duly organized and existing under the laws of the State of Mississippi, and its successors and assigns.

“Lessee Representative” means the President, any Vice President or other officer of the Lessee or any other person designated as the Lessee Representative by an instrument in writing delivered to the County and the Bond Trustee by the President, any Vice President or other officer of the Lessee.

“Master Loan Agreement” means that certain Master Loan Agreement by and among Baptist Memorial Health Care Corporation and its affiliates and certain commercial banks and other lenders listed therein, dated as of June 1, 1997, as the same is amended and supplemented.

“Master Trust Indenture” means that certain Master Trust Indenture dated as of March 1, 1991 by and among Baptist Memorial Health Care Development Corporation, the entities referenced therein and National Bank of Commerce, as Master Trustee, as the same may be supplemented and amended from time to time.

“1991 Bond Trustee” means First Tennessee Bank National Association, Memphis, Tennessee, as trustee for the Series 1991 Bonds.

“Outstanding” means, as of any particular time, all Bonds which have been duly authenticated and delivered by the Bond Trustee under this Bond Indenture, except:

(a) Bonds theretofore canceled by the Bond Trustee or delivered to the Bond Trustee for cancellation after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash funds (or securities to the extent described in Section 7.01 hereof) shall have been theretofore deposited with the Bond Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Bond Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Bond Trustee, shall have been filed with the Bond Trustee; and

(c) Bonds in lieu of which other Bonds have been authenticated under Sections 2.05 and 2.06 hereof;

provided however, that in determining whether the holders of the requisite principal amount of Outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the Lessee or any Affiliate of the Lessee shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Bond Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bond Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Bond Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Lessee or any Affiliate of the Lessee.

“Permitted Investments” means any of the following which at the time are legal investments under the laws of the State of Mississippi for moneys held hereunder and then proposed to be invested therein:

- (i) United States Government Obligations;
- (ii) Federal Housing Administration debentures;
- (iii) Obligations of government sponsored agencies which are not backed by the full faith and credit of the United States government as follows:
 - (a) Federal Home Loan Mortgage Corp. (FHLMC);
 - (b) Farm Credit System;
 - (c) Federal Home Loan Banks (FHL Banks);
 - (d) Federal National Mortgage Association (FNMA);
 - (e) Student Loan Marketing Association (SLMA);
 - (f) Financing Corp. (FICO);
 - (g) Resolution Funding Corp. (REFCORP);
 - (h) Government National Mortgage Association (GNMA);
- (iv) Federal funds, unsecured certificates of deposit, time deposits, and bankers acceptances (having maturities of not more than 365 days) of any bank, the short-term obligations of which are rated “A-1+” or higher by Standard & Poor's Corporation, Inc.;
- (v) Deposits which are fully insured by the Federal Deposit Insurance Corporation (FDIC);
- (vi) Debt obligations rated “AA” or higher by Standard & Poor's Corporation, Inc. (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date);
- (vii) Commercial paper rated “A-1+” or higher by Standard & Poor's Corporation, Inc. maturing not more than 365 days;
- (viii) Investment in money market funds rated “AAm” or “AAm-G” or higher by Standard & Poor's Corporation, Inc.;
- (ix) Repurchase agreements with any transferor with debt rated “AA” or higher or commercial paper rated “A-1+” or higher by Standard & Poor's Corporation, Inc.;
- (x) Stripped Securities
 - (a) United States Treasury STRIPS.

"Project" means the projects financed with the proceeds of the Series 1984 Bonds and the Series 1991B Bonds.

"Rating Agency" means Standard & Poor's Rating Group and its successors and assigns.

"Regular Record Date" means the fifteenth day of the calendar month (whether or not a Business Day) next preceding each regularly scheduled interest payment date for the Bonds.

"Revenues" means all payments received by the County, the City or by the Bond Trustee for the account of the County or the City, pursuant to Sections 3.1-2 and 3.1-8 of the Lease and all recoveries of the security therefor.

"Series 1991 Bonds" means the Series 1991A Bonds and the Series 1991B Bonds, collectively.

"Series 1991A Bonds" means the Lafayette County, Mississippi Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi), Series 1991A, dated as of March 1, 1991, originally issued in the principal amount of \$3,870,000.

"Series 1991B Bonds" means the Lafayette County, Mississippi Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi Project), Series 1991B, dated as of March 1, 1991, originally issued in the principal amount of \$20,000,000.

"Series 1997 Bonds" means the County's \$_____ Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi) Series 1997 issued pursuant to Article II hereof.

"Special Record Date" means a special record date fixed to determine the names and addresses of registered owners for purposes of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 2.03(a) and Section 2.03(b) hereof.

"State" means the State of Mississippi.

"Surety" means any person obligated on an Insurance Policy, if any.

"Tax Regulatory Agreement" means the Tax Regulatory Agreement, by and among the County, the Bond Trustee and Baptist Memorial Hospital-North Mississippi, Inc. and including any amendments or supplements thereto.

"Trust Estate" means the property pledged, assigned and mortgaged to the Bond Trustee pursuant to the granting clauses hereof, except as otherwise provided in such clauses.

"United States Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is fully guaranteed by, the United States

of America, together with certificates or receipts representing direct ownership of future interest or principal payments on direct obligations of or obligations fully guaranteed by the United States of America or any of its agencies or instrumentalities, the obligations of which are backed by the full faith and credit of the United States, which obligations are held by the Bond Trustee or a custodian in safe keeping on behalf of the holders of such receipts, which custodial arrangement is in form and substance acceptable to the Bond Trustee, endorsed in favor of or registered in the name of the Bond Trustee, or, if uncertificated, is delivered in such a way that the Bond Trustee has "control" thereof within the meaning of the Mississippi Uniform Commercial Code.

Section 1.02. Bond Indenture to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall own the same from time to time, the provisions of this Bond Indenture shall be part of the contract of the County with the owners of the Bonds, and shall be deemed to be and shall constitute contracts among the County, the Bond Trustee and the owners from time to time of the Bonds. The pledge made in this Bond Indenture and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the owners of any and all of the Bonds except as specifically provided herein. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or pursuant to this Bond Indenture.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF BONDS

Section 2.01. Authorized Amount of Series 1997 Bonds. No Bonds may be issued under this Bond Indenture except in accordance with this Article. The total principal amount of Series 1997 Bonds that may be issued hereunder is hereby expressly limited to \$ _____.

Section 2.02. All Bonds Equally and Ratably Secured by Trust Estate Except as Expressly Provided Herein; Limited Obligation of Bonds and Pledges Securing the Same. All Bonds issued under this Bond Indenture and at any time Outstanding shall in all respects be equally and ratably secured hereby, without preference, priority or distinction on account of the date or dates or the actual time or times of the issue or maturity of the Bonds, so that all Bonds at any time issued and Outstanding hereunder shall have the same right, lien and preference under and by virtue of this Bond Indenture, and shall all be equally and ratably secured hereby except as otherwise expressly provided herein. The Bonds shall be limited obligations of the County payable solely out of the security specified in this Bond Indenture.

The Series 1997 Bonds are special and limited obligations of the County. No covenant or agreement in the Series 1997 Bonds or in the Bond Indenture and no obligation therein imposed upon the County and no breach thereof shall constitute or give rise to or impose upon the County a general liability or a charge upon its general credit or property other than the Trust Estate pledged under the Bond Indenture. The County has no power at any time or in any manner to pledge the

faith and credit or taxing power of the City, the County, the State or any other political subdivision to the payment of the principal of, premium, if any, or interest on the Series 1997 Bonds nor shall any of the obligations of the County be deemed to be obligations of the City, the State or any other political subdivision thereof, nor shall the City, the State, or any political subdivision thereof be liable for the payment of the principal of, premium, if any, or interest on the Series 1997 Bonds. The Series 1997 Bonds shall never constitute an indebtedness of the County, the City, the State or any subdivision thereof, within the meaning of any constitutional provision or statutory limitations and shall never constitute nor give rise to a pecuniary liability of the County, the City, the State or any subdivision thereof or a charge against its general credit or taxing power.

Section 2.03. Authorization of Series 1997 Bonds. There is hereby authorized to be issued hereunder and secured hereby an issue of bonds designated as the “Lafayette County, Mississippi Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi), Series 1997.” They shall be issuable only as fully registered bonds in the denomination of \$500,000 or any integral multiple of \$5,000 in excess thereof. The Series 1997 Bonds shall be lettered and numbered as the Bond Trustee shall determine.

The Series 1997 Bonds, as initially issued, shall be dated October 1, 1997. Except as described in the next sentence, subsequently issued Series 1997 Bonds will be dated as of the later of October 1, 1997 or the most recent preceding interest payment date to which interest has been paid thereon. Series 1997 Bonds issued on an interest payment date to which interest has been paid will be dated as of such date. The Series 1997 Bonds shall bear interest from October 1, 1997, or the most recent interest payment date to which interest has been paid, until payment of the principal thereof has been made or duly provided for at or after the maturity thereof or any earlier redemption date, payable semiannually on March 1 and September 1 of each year, with the first interest payment to be due on March 1, 1998. The Series 1997 Bonds shall bear interest (based on a 360 day year of twelve 30-day months) at the respective rates and shall mature, subject to prior redemption as provided herein, on March 1 in each of the years and in the principal amounts set forth in the following schedule:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2002	\$ _____	_____ %
2009	\$ _____	_____ %

The principal of and premium, if any, on the Series 1997 Bonds shall be payable in Memphis, Tennessee, at the principal office of the Bond Trustee or at the principal office of its successor in trust upon presentation and surrender of the Series 1997 Bond. Payment of interest on any Series 1997 Bond shall be made to the person in whose name such Series 1997 Bond is registered as of the close of business on the preceding Regular Record Date by check or draft mailed on the interest payment date by the Bond Trustee to such registered owner at his address as it last appears on the registration books kept by the Bond Trustee at the close of business on the Regular Record Date for such interest payment date, but any such interest not so timely paid or duly provided for shall cease to be payable to the registered owner thereof at the close of business on the Regular

DEMENT—MERIDIAN 67-6720

Record Date and shall be payable to the registered owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Bond Trustee whenever moneys become available for payment of the defaulted interest, and notice of such Special Record Date shall be given to the registered owners of the Series 1997 Bonds not less than ten days prior thereto by first-class mail to each such registered owner as shown on the Bond Trustee's registration books on the date selected by the Bond Trustee, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. Payment of redemption price, principal, premium and interest on the Series 1997 Bonds shall be paid by check or draft mailed to the registered owner thereof at his address as it appears on the registration books on the applicable record date. Notwithstanding the foregoing, at the written request addressed to the Bond Trustee of any Bondholder owning at least \$1,000,000 principal amount of the Series 1997 Bonds and agreeing to pay the costs thereof, payments of redemption price, principal, premium and interest shall be paid by wire transfer to the bank account number filed no later than the applicable record date with the Bond Trustee for such purpose. All payments on the Series 1997 Bonds shall be made in lawful money of the United States of America.

The Bond Trustee covenants to provide CUSIP number identification with appropriate dollar amounts for each CUSIP number for all payments of principal, premium, and interest, whether by check or by wire transfer.

The Series 1997 Bonds are subject to the sinking fund provisions of Section 5.03 hereof. The Series 1997 Bonds are otherwise subject to prior redemption as herein set forth. The Series 1997 Bonds shall be substantially in the form and tenor hereinabove recited with such appropriate variations, omissions and insertions as are permitted or required by this Bond Indenture.

Section 2.04. Execution of Bonds. The Bonds shall be executed in the name and on behalf of the County by the manual or facsimile signature of the President of the Board of Supervisors of the County and its official seal or a facsimile thereof shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Clerk of the Board of Supervisors; provided that at least one (1) signature, which signature may be that of the authenticating agent, on each Bond shall be manual. The official seal of the County for the purposes of execution of the Bonds shall be the seal of the Chancery Court. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the County by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office.

Section 2.05. Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The County shall cause books for the registration and for the transfer of the Bonds as provided in this Bond Indenture to be kept by the Bond Trustee which is hereby appointed the transfer agent of the County for the Bonds. Notwithstanding such appointment, the Bond Trustee is hereby authorized to make any arrangements with other institutions which it deems necessary or desirable in order that such institutions may perform the duties of transfer agent for the Bonds. Upon surrender for transfer of any Bond at the principal office of the Bond Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing,

the County shall execute and the Bond Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds for a like aggregate principal amount of the same series and maturity.

Bonds may be exchanged at the principal office of the Bond Trustee for a like aggregate principal amount of fully registered Bonds of the same series and the same maturity in authorized denominations. The County shall execute and the Bond Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously outstanding. The execution by the County of any fully registered Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Trustee shall thereby be authorized to authenticate and deliver such fully registered Bond.

Neither the County nor the Bond Trustee shall be required to register the transfer of or to exchange (i) any Series 1997 Bond during the 15 calendar days preceding the selection of Series 1997 Bonds to be redeemed or thereafter until after the close of business on the day of first mailing of notice of such redemption thereof, (ii) any Series 1997 Bond which has been selected for redemption, except in either case on request of an owner of not less than \$1,000,000 aggregate principal amount of Series 1997 Bonds, or (iii) any Bond which has not been offered to the Lessee in accordance with the provisions of Section 2.14 hereof.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on any fully registered Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums paid.

The Bond Trustee shall require the payment by any Bondholder requesting exchange or transfer of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The Lessee shall under the Lease be liable to pay all expenses and charges of the County and of the Bond Trustee in connection with such exchange or transfer.

Section 2.06. Lost, Stolen, Destroyed and Mutilated Bonds. Upon receipt by the Bond Trustee of evidence satisfactory to the Bond Trustee of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to the Bond Trustee and the County, and upon surrender and cancellation of the Bond, if mutilated, (i) the County shall execute, and the Bond Trustee shall authenticate and deliver, a new Bond of the same series, maturity and denomination in lieu of such lost, stolen, destroyed or mutilated Bond or (ii) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the County may pay such Bond. Any such new Bond shall bear a number not contemporaneously outstanding. The applicant for any such new Bond may be required to pay all expenses and charges of the County and of the Bond Trustee in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted

by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 2.07. Delivery of Series 1997 Bonds. Upon the execution and delivery of this Bond Indenture, the County shall execute and deliver to the Bond Trustee and the Bond Trustee shall authenticate the Series 1997 Bonds and deliver them to the initial purchasers thereof as directed by the County and as hereinafter in this Section provided.

Prior to the delivery by the Bond Trustee of any of the Series 1997 Bonds, there shall have been filed with or delivered to the Bond Trustee the following:

1. A resolution duly adopted by the Board of Supervisors of the County, certified by the Clerk thereof, authorizing the advance refunding of the Series 1991 Bonds, the execution and delivery of the Lease and this Bond Indenture and the issuance of the Series 1997 Bonds;
2. A duly executed copy of this Bond Indenture;
3. A duly executed copy of the Lease;
4. A duly executed copy of the Master Loan Agreement;
5. A duly executed copy of the Guaranty Agreement;
6. The written order of the County as to the delivery of the Series 1997 Bonds, signed by the President of the Board of Supervisors of the County; and
7. The duly executed Escrow Agreement providing, inter alia, irrevocable instructions of the County to the escrow agent thereunder to apply such amounts to the redemption of the Series 1991 Bonds in accordance with the terms thereof.

Section 2.08. Bond Trustee's Authentication Certificate. The Bond Trustee's authentication certificate upon the Bonds shall be substantially in the form and tenor hereinbefore provided. No Bond shall be secured hereby or entitled to the benefit hereof, or shall be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Bond Trustee by manual signature; and such certificate of the Bond Trustee upon any Bond shall be conclusive evidence and the only competent evidence that such Bond has been authenticated and delivered hereunder. The Bond Trustee's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized representative of the Bond Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.09. Issuance of Additional Bonds. If permissible under applicable legislation, Additional Bonds may be issued by the County under and secured by this Indenture. If the Lessee requests the issuance of Additional Bonds, it shall file with the County and the Bond Trustee a

certificate specifying the amount of Additional Bonds to be issued and the purposes for such issuance.

Thereupon, the County may, in its discretion, request the authentication and delivery of such Additional Bonds; provided that the Lessee and the County shall have entered into an amendment to the Lease to provide, among other things, for additional Rent Payments in an amount at least sufficient to pay the principal of, premium, if any, and interest on the Additional Bonds when due, and for such additional covenants or conditions as the County and such other parties shall deem desirable. All Additional Bonds shall be secured in the same manner as and rank on a parity with the Series 1997 Bonds theretofore issued, except as otherwise expressly provided herein (including any supplement or amendment hereto), but shall bear such date or dates, bear such interest rate or rates, have such maturity dates, redemption dates, options and premiums, and be issued at such prices as shall be approved in writing by the County and the Lessee. Upon the execution and delivery of appropriate supplements to this Bond Indenture and appropriate amendments to the Lease, the County may, in its discretion, execute and deliver to the Bond Trustee, and the Bond Trustee shall authenticate, such Additional Bonds and deliver them to the initial purchasers thereof as directed by the County, upon receipt by the Bond Trustee of the documents specified in Section 2.10 hereof.

Section 2.10. Requirements for Authentication and Delivery of Additional Bonds. Whenever requesting the authentication and delivery under this Article II of any Additional Bonds the County shall furnish the Bond Trustee the following:

(a) Certified Resolution. A resolution duly adopted by the Board of Supervisors of the County, certified by the Clerk thereof, authorizing the issuance of the Additional Bonds and the execution and delivery of the amendment to the Lease and the supplemental Bond Indenture.

(b) Amendment to Lease. Originally executed counterparts of the amendment to the Lease.

(c) Supplemental Bond Indenture. Originally executed counterparts of an indenture supplemental hereto, designating the new series to be created and prescribing expressly or by reference to the Bonds of such series:

- (1) the principal amount of the Bonds of such series;
- (2) the text of the Bonds of such series;
- (3) the maturity dates thereof;
- (4) the rate or rates of interest and the date from which, and the date or dates on which, interest is payable;
- (5) provisions as to redemption;

DEMENT—MERIDIAN 57-8720

- (6) any other provisions necessary to describe and define such series within the provisions and limitations of this Bond Indenture; and
- (7) any other provisions and agreements in respect thereof provided, or not prohibited, by this Bond Indenture.

(d) No Default Certificate. An Officer's Certificate of the Lessee that no Event of Default (and no event or condition which could become an Event of Default with the passage of time, the giving of notice, or both) then exists under the Lease or the Master Loan Agreement and that upon issuance of the Additional Bonds then applied for, no event of default (or event or condition which could become an event of default with the passage of time, the giving of notice, or both) will exist under the Lease or the Master Loan Agreement; provided, however, in connection with the issuance of Additional Bonds which are issued to refund any Bonds theretofore issued and then Outstanding, such certificate may state that upon the issuance of such Additional Bonds any event of default theretofore existing under the Lease or the Master Loan Agreement will be cured.

(e) Opinion of Independent Counsel. An opinion or opinions of independent counsel (who may serve as Bond Counsel or counsel to the County) acceptable to the Bond Trustee that:

- (1) all instruments furnished the Bond Trustee conform to the requirements of this Bond Indenture and constitute sufficient authority hereunder for the Bond Trustee to authenticate and deliver the Additional Bonds then applied for;
- (2) all laws and requirements with respect to the form and execution by the County of the supplemental Bond Indenture, the amendment to the Lease, and the execution and delivery by the County of the Additional Bonds then applied for have been complied with;
- (3) the County has the requisite power to issue such Additional Bonds and has taken all necessary action for that purpose, and the Additional Bonds, when issued, will constitute valid and legal obligations of the County;
- (4) the Additional Bonds then applied for, when issued, will be secured by the lien of this Bond Indenture equally and ratably with all other Bonds theretofore issued and then outstanding hereunder except as otherwise expressly provided herein; and
- (5) the validity and exemption from Federal income taxation of the interest on the Outstanding Series 1997 Bonds and any other tax-exempt Bonds Outstanding will not be impaired by the issuance of the Additional Bonds then applied for.

Section 2.11. Cancellation and Destruction of Bonds by the Bond Trustee. Whenever any outstanding Bonds shall be delivered to the Bond Trustee for the cancellation thereof pursuant to this Bond Indenture, upon payment of the principal amount or interest represented thereby, or for replacement pursuant to Section 2.06 hereof, such Bonds shall be promptly canceled and cremated or otherwise destroyed by the Bond Trustee and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Bond Trustee to the County and the Lessee.

Section 2.12. Temporary Bonds. Pending the preparation of definitive Bonds, the County may execute and the Bond Trustee shall authenticate and deliver temporary Bonds. Temporary Bonds shall be issuable as fully registered Bonds without coupons, of any authorized denomination, and substantially in the form of the definitive Bonds but with such omissions, insertions and variations as may be appropriate for temporary Bonds, all as may be determined by the County. Every temporary Bond shall be executed by the County and be authenticated by the Bond Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Bonds. As promptly as practicable the County shall execute and shall furnish definitive Bonds and thereupon temporary Bonds may be surrendered in exchange therefor without charge at the principal office of the Bond Trustee, and the Bond Trustee shall authenticate and deliver in exchange for such temporary Bonds a like aggregate principal amount of definitive Bonds. Until so exchanged the temporary Bonds shall be entitled to the same benefits under this Bond Indenture as definitive Bonds.

Section 2.13. Application of Bond Proceeds. The proceeds from the sale of the Series 1997 Bonds shall be deposited (net of discount) as follows:

- (i) Into the Bond Interest Fund an amount equal to accrued interest on the Series 1997 Bonds from October 1, 1997.
- (ii) An amount equal to \$_____ of the proceeds of the Series 1997 Bonds into the Series 1997 Issuance Expense Fund.
- (iii) Into the Refunding Fund, the balance of the proceeds derived from such sale.

Section 2.14. Sale of Bonds; Right of First Refusal. Neither the Bonds nor any portion thereof may be sold, assigned, conveyed or otherwise transferred by the registered holders thereof and the Bond Trustee shall not register any Bond in the name of any purchaser, assignee or transferee (a "Transferee") unless such Bond is first offered for sale to BMHCC on the same terms as those offered to such proposed Transferee. In the event the registered holder wishes to sell, assign, convey or otherwise transfer a Bond or any portion thereof, such registered holder shall provide BMHCC and the Bond Trustee with notice of the same, including the terms of such proposed sale. BMHCC may purchase the Bond or such portion proposed to be transferred on the same terms as those offered to such proposed Transferee. In order to exercise such purchase option, BMHCC shall so state in writing to the registered holder, with a copy to the Bond Trustee, not later

than 5 Business Days following the receipt by BMHCC of such notice. If BMHCC fails to respond to such offer within such 5 Business Day period, BMHCC shall be deemed to have elected not to exercise such purchase option. If such purchase option is exercised, BMHCC shall consummate such purchase not later than 10 Business Days following the receipt by BMHCC of such notice. If such purchase option is not exercised within such 10 Business Day period, such Bonds shall be registered at the direction of the registered holder to such Transferee upon certification by the registered holder that such sale was consummated upon the terms and conditions referenced in the notice previously submitted to BMHCC. The provisions of the right of first refusal set forth above shall not apply to any transfers of Bonds by operation of law or transfers involving no monetary consideration which fact may be conclusively established by an opinion of independent counsel delivered by the registered holder to the Bond Trustee and to BMHCC. The provisions of this Section are for the benefit of BMHCC and BMHCC may waive all or a portion of such provisions as the same apply to a particular Bondholder. Any such waiver shall not apply to any Bondholder not granted such a waiver. Notices to BMHCC under this Section 2.14 shall be deemed given when delivered in writing to BMHCC at 899 Madison Avenue, Memphis, Tennessee 38146, Attention: Chief Financial Officer.

Section 2.15. Book-Entry System. The County may make appropriate arrangements for the Bonds (or any portion thereof) to be issued or held by means of a book-entry system administered by DTC with no physical distribution of Bonds made to the public (other than those Bonds, if any, not held under such book-entry system). References in this Section 2.15 to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the book-entry system. In such event, one Bond of each maturity shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in Authorized Denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of Ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE BOND TRUSTEE SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS INDENTURE, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE BOND TRUSTEE TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS INDENTURE.

Payments of principal, interest, premium, if any, and purchase price with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Bond Trustee directly to DTC or its nominee, Cede & Co. as provided in the [Blanket] Issuer Letter of Representation dated [] from the Issuer to DTC (the "Letter of Representation") with respect to the Bonds. DTC

shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County, the Lessee and the Bond Trustee shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

Notwithstanding anything to the contrary contained in this Indenture, for so long as Cede & Co. is the sole registered owner of the Bonds, all tenders and deliveries of Bonds under the provisions of this Indenture shall be made pursuant to DTC's procedures in effect from time to time and neither the County, nor the Bond Trustee shall have any responsibility for or liability with respect to the implementation of such procedures.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds of any Series or (2) the County or the Bond Trustee determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County shall, at the request of the Lessee or the Bond Trustee, discontinue the book-entry system with DTC with respect to the Bonds. If the County fails to identify another qualified securities depository to replace DTC, the Bond Trustee shall authenticate and deliver replacement Bonds in the form of fully registered Bonds pursuant to the written instructions of DTC.

THE COUNTY, THE LESSEE AND THE BOND TRUSTEE SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS INDENTURE TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

In the event that a book-entry system of evidence and transfer of ownership of the Bonds is discontinued pursuant to the provisions of this Section, the Bonds shall be delivered solely as fully registered Bonds without coupons in the Authorized Denominations, shall be lettered "R" and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions hereof.

The County shall not be limited to utilizing a book-entry system maintained by DTC but may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Bond Trustee serving in the capacity of custodian) to provide for a book-entry or similar method for the registration and registration of transfer of all or a portion of the Bonds.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE OF TRANSFER OF OWNERSHIP OF ALL THE BONDS IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THIS INDENTURE RELATING TO THE DELIVERY OF PHYSICAL BOND CERTIFICATES WITH

RESPECT TO THE BONDS SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM.

ARTICLE III

REVENUES AND FUNDS

Section 3.01. Pledge of Trust Estate. Subject only to the rights of the County to apply amounts under the provisions of this Article III, a pledge of the Trust Estate to the extent provided herein is hereby made, and the same is pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds. The pledge hereby made shall be valid and binding from and after the time of the delivery by the Bond Trustee of the first Bond authenticated and delivered under this Bond Indenture. The security so pledged and then or thereafter received by the County shall immediately be subject to the lien of such pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the County, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 3.02. Establishment of Funds and Accounts. The County hereby establishes and creates the following funds and accounts, which shall be special trust funds and accounts held by the Bond Trustee:

- (a) Bond Principal Fund;
- (b) Bond Interest Fund;
- (c) Refunding Fund; and
- (d) Series 1997 Issuance Expense Fund.

Section 3.03. Payments into the Bond Principal Fund and the Bond Interest Fund. There shall be deposited into the Bond Interest Fund all accrued interest, if any, received from the sale of a series of Bonds to the initial purchasers thereof. In addition, there shall be deposited into the Bond Principal Fund or the Bond Interest Fund, as appropriate, and as and when received (i) all payments pursuant to Section 3.1-8 of the Lease, (ii) all moneys transferred to the Bond Principal Fund or Bond Interest Fund from the Issuance Expense Fund pursuant to Section 3.09 hereof, (iii) all other moneys required or permitted to be deposited into the Bond Principal Fund or Bond Interest Fund pursuant to the Lease or this Bond Indenture, including any supplements hereto and (iv) all amounts paid by Baptist Memorial Health Care Corporation or an Affiliate under the Guaranty Agreement and all other moneys received by the Bond Trustee when accompanied by directions not inconsistent with the Lease or this Bond Indenture that such moneys are to be paid into the Bond Principal Fund or Bond Interest Fund. There shall also be retained in the Bond Principal Fund and Bond Interest Fund, respectively, interest and other income received on investment of moneys in the Bond Principal Fund and Bond Interest Fund to the extent provided in Section 6.03 hereof. If the Bond Trustee does not receive payments into the Bond Principal Fund and the Bond Interest Fund pursuant to Section 3.1-8 of the Lease when due, the Bond Trustee will immediately notify the

County, the Lessee and Baptist Memorial Health Care Corporation and any holders of more than 50% of the Outstanding principal amount of the Bonds of such nonpayment.

Section 3.04. Use of Moneys in the Bond Principal Fund and the Bond Interest Fund. The accrued interest deposited in the Bond Interest Fund pursuant to the first sentence of Section 3.03 hereof shall be used to pay interest on the Bonds. Except as provided in this Section and in Sections 3.13, 6.03 and 8.05 hereof, moneys in the Bond Principal Fund shall be used solely for the payment of the principal of and premium, if any, on the Bonds, and moneys in the Bond Interest Fund shall be used solely for the payment of the interest on the Bonds. Whenever the total amount in the Bond Principal Fund and the Bond Interest Fund is sufficient to redeem all of the Bonds outstanding and to pay interest to accrue thereon prior to such redemption, and redemption premium, if any, the County, subject to the requirements of the Lease, covenants to take and cause to be taken the necessary steps to redeem all of the Bonds on the redemption date for which the required redemption notice has been given.

Section 3.05. Custody of the Bond Principal Fund and the Bond Interest Fund. All moneys paid into the Bond Principal Fund and the Bond Interest Fund shall be in the custody of the Bond Trustee in trust for the benefit of the Bondholders but the Funds shall be styled in the name of the County; however, the Bond Trustee has full and sole authority to withdraw sufficient funds from the Bond Principal Fund to pay the principal of and premium, if any, on the Bonds as the same become due and payable, and to withdraw sufficient funds from the Bond Interest Fund to pay the interest on the Bonds as the same becomes due and payable.

Section 3.06. Refunding Fund. The proceeds of the sale of the Series 1997 Bonds designated in Section 2.13(iii) shall be deposited into the Refunding Fund. Such amounts shall be promptly paid by the Bond Trustee to the escrow agent under the Escrow Agreement and used as provided in the Escrow Agreement.

Section 3.07. Reserved.

Section 3.08. Reserved.

Section 3.09. Payments into and Use of Moneys in the Series 1997 Issuance Expense Fund.

(a) There shall be deposited into the Series 1997 Issuance Expense Fund, pursuant to Section 2.13(ii) from the proceeds of the Series 1997 Bonds, the amounts designated in such Section. There shall also be retained in the Issuance Expense Fund interest and other income received on investments of Issuance Expense Fund moneys as provided in Section 6.03 hereof. Such moneys shall be expended to pay costs of issuance and expenses in accordance with the provisions of Section 3.09(b) and the County, upon request, shall be furnished with all copies of requisitions received by the Bond Trustee pursuant to such Section. The Bond Trustee is hereby authorized and directed to issue its checks on the Issuance Expense Fund for each payment in accordance with Section 3.09(b) herein.

(b) The Bond Trustee is hereby authorized and directed to make payments from the Issuance Expense Fund for the payment of expenses as provided in this Section. Amounts on deposit in the Series 1997 Issuance Expense Fund may be disbursed only to pay costs of issuance with respect to the Series 1997 Bonds. Payments shall be made from the Issuance Expense Fund only for paying the costs of title policies, legal, accounting, organization, marketing or other special services and other fees and expenses incurred or to be incurred by or on behalf of the County or the Lessee in connection with the issuance of the Series 1997 Bonds. Each payment out of the Issuance Expense Fund shall be made only upon receipt by the Bond Trustee of a requisition signed by the Lessee Representative.

(c) The Bond Trustee shall keep and maintain adequate records pertaining to the Issuance Expense Fund and all payments therefrom, which shall be open to inspection by the County and the Lessee or their duly authorized agents during normal business hours of the Bond Trustee. The Bond Trustee shall file with the County and the Lessee on or before the fifteenth day of each month, a statement of all expenditures from the Issuance Expense Fund during the preceding calendar month. After all expenses incurred in connection with the issuance of the Series 1997 Bonds have been paid and a certificate of payment of all costs filed as provided in Section 3.09(d) hereof, the Bond Trustee shall file a statement of income and disbursements with respect thereto with the County and with the Lessee.

(d) Upon the earlier of ninety (90) days following the initial issuance and delivery of the Series 1997 Bonds or receipt by the Bond Trustee of a certificate signed by a Lessee Representative stating that all expenses incurred in connection with the issuance of the Series 1997 Bonds have been paid, any moneys remaining in the Issuance Expense Fund shall be transferred, at the option of the Lessee, into the Bond Principal Fund or the Bond Interest Fund.

Section 3.10. Custody of the Issuance Expense Fund. The Issuance Expense Fund shall be in the custody of the Bond Trustee but in the name of the County.

Section 3.11. Nonpresentment of Bonds. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity, the date fixed for redemption thereof, or otherwise, if funds sufficient for the payment thereof shall have been deposited in the Bond Principal Fund and the Bond Interest Fund or otherwise made available to the Bond Trustee for deposit therein, all liability of the County to the owner or owners thereof for the payment of such Bonds, shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Bond Trustee to hold such fund or funds in a separate trust account for the benefit of the owner or owners of such Bonds, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his, her or their part under this Bond Indenture with respect to said Bond or on, or with respect to, said Bond. Such moneys shall be invested by the Bond Trustee in Permitted Investments at the written direction and expense of the Lessee. If any Bond shall not be presented for payment within the period of two years following the date of final maturity of all Bonds, the Bond Trustee shall return to the Lessee the funds theretofore held by it for payment of such Bond and such Bond shall, subject to any earlier required escheat by operation of law, thereafter be an unsecured obligation of the Lessee.

Section 3.12. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Bond Trustee under any provision of this Bond Indenture shall be held by the Bond Trustee in a separate trust fund for the purposes specified in this Bond Indenture and shall be subject to the lien hereof.

Section 3.13. Repayment From the Funds. Any amounts remaining in the Funds after payment in full of the Bonds (or making provision for such payment in accordance with Article VII), the fees and expenses of the Bond Trustee and all amounts which, pursuant to the provisions of the Indenture and Section 3.1-8 of the Lease are required to be paid to the County and all other amounts required to be paid hereunder shall be paid as a duly authorized officer of the Lessee shall direct in writing.

Section 3.14. Creation of Additional Accounts and Subaccounts. The Bond Trustee shall, at the written request of the Lessee and the County, establish such additional accounts within any of the Funds established under this Bond Indenture, and subaccounts within any of the accounts established under this Bond Indenture, as shall be specified in such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from such Funds, accounts and subaccounts; but the establishment of any such additional accounts or subaccounts shall not alter or modify any of the requirements of this Bond Indenture with respect to the deposit or use of the moneys in any Fund established hereunder.

Section 3.15. Reserved.

Section 3.16. Reserved.

Section 3.17. Reserved.

Section 3.18. Tax Regulatory Agreement and Investment Instructions. The use and investment of moneys in any of the Funds shall be subject to the provisions of the Tax Regulatory Agreement and the Investment Instructions, and the County and the Bond Trustee, in the performance of their duties thereunder, agree to comply with the same.

ARTICLE IV

COVENANTS OF THE COUNTY

Section 4.01. Performance of Covenants. The County covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Indenture, in any and every Bond and in all proceedings of the County pertaining thereto. The County covenants, represents, warrants and agrees that it is duly authorized under the Constitution and laws of the State of Mississippi, including particularly and without limitation the Refunding Act, to issue the Series 1997 Bonds and to execute this Bond Indenture, to pledge the property described herein and pledged hereby and to pledge the Trust Estate in the manner and to the extent herein set forth, that all actions on its part required for the issuance of the Series 1997

Bonds and the execution and delivery of this Bond Indenture have been duly and effectively taken or will be duly taken as provided herein, and that this Bond Indenture is a valid and enforceable instrument of the County and that the Series 1997 Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the County according to the terms thereof.

Section 4.02. Instruments of Further Assurance. The Bond Trustee will, at the reasonable expense of the Lessee, take all necessary action to maintain, preserve and keep perfected the lien and security interest of this Bond Indenture and the Trust Estate created hereunder, and the priority thereof, so long as any Bond is Outstanding.

The County covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Bond Trustee may reasonably require for the better assuring, transferring, pledging and hypothecating unto the Bond Trustee all and singular the Trust Estate to the payment of the principal of, premium, if any, and interest on the Bonds.

Section 4.03. Payment of Principal, Premium, If Any, and Interest. The County will promptly pay or cause to be paid the principal of, premium, if any, and interest on all Bonds issued hereunder according to the terms hereof. The principal, premium, if any, and interest payments are payable solely from the Trust Estate, which is hereby specifically pledged to the payment thereof in the manner and to the extent herein specified. Nothing in the Bonds or in this Bond Indenture shall be considered or construed as pledging any funds or assets of the County other than those pledged hereby or creating any liability of the County's Board of Supervisors, employees or other agents.

Section 4.04. Conditions Precedent. Upon the date of issuance of any of the Series 1997 Bonds, the County hereby covenants that all conditions, acts and things required by the Constitution or statutes of the State of Mississippi or by this Bond Indenture to exist, to have happened or to have been performed precedent to or in the issuance of the Series 1997 Bonds shall exist, have happened and have been performed. The County hereby represents that the issuance of the Series 1997 Bonds and the refunding of the Series 1991 Bonds will result in an overall net present value savings to maturity of not less than two percent (2%) of the Series 1991 Bonds.

Section 4.05. Supplemental Bond Indentures; Recordation of Bond Indenture, Supplemental Bond Indentures, and Security Instruments. The County shall cause the Lessee to cause this Bond Indenture, the Lease and all supplements hereto and thereto as well as all security instruments, financing statements and all supplements thereto and other instruments as may be required at all times to be recorded, registered and filed by the Lessee and to be kept, recorded, registered and filed in such manner and in such places as may be required by law in order fully to preserve and protect the security of the Bondholders and all rights of the Bond Trustee hereunder.

The provisions of this Section 4.05 notwithstanding, the Bond Trustee has assumed no obligation under the Lease and no responsibility for the validity or sufficiency of the Lease.

Section 4.06. Rights Under the Lease. The County and the City will observe all of the obligations, terms and conditions required on its part to be observed or performed under the Lease. The County and the City agree that wherever in the Lease it is stated that the County and the City will notify the Bond Trustee, whenever the Lease gives the Bond Trustee some right or privilege, or in any way attempts to confer upon the Bond Trustee the ability for the Bond Trustee to protect the security for payment of the Bonds, that such part of the Lease shall be as though it were set out in this Bond Indenture in full.

The Bond Trustee acknowledges that (a) it has reviewed the Lease, (b) the only rights of the County and the City under the Lease that have been assigned to the Bond Trustee are those set forth in the Granting Clauses of this Bond Indenture, and (c) the Bond Trustee may not independently exercise any remedies set forth in Section 18.2 of the Lease. The County and the City acknowledge that upon the occurrence of an event of default under the Lease, the Revenues of the Hospital should be applied to the satisfaction of the obligations of the Lessee under the Lease (in the order of priority set forth in the Lease) regardless of any remedies exercised by the County and the City, including, without limitation, the termination of the Lease.

The provisions of this Section 4.06 notwithstanding, the Bond Trustee has assumed no obligation under the Lease and no responsibility for the validity or sufficiency of the Lease.

Section 4.07. Tax Exempt Status of Bonds. The County and the City hereby covenant for the benefit of each owner of the Bonds that they will take no action which will adversely affect the tax exempt status of interest on the Bonds.

ARTICLE V

REDEMPTION OF BONDS PRIOR TO MATURITY

Section 5.01. Reserved.

Section 5.02 Optional Redemption of Series 1997 Bonds Upon Occurrence of Certain Events.

(a) The Series 1997 Bonds shall be subject to redemption by the County at the option of the Lessee in whole or, in connection with the events described in (1) or (2) below, from time to time in part, prior to maturity, on any date within 365 days following the occurrence of any of the following events (or, if later, at the direction of the Lessee, within 60 days following the receipt of any proceeds relating to such event):

(1) The Hospital is damaged or destroyed to such an extent that, in the opinion of the Lessee, (i) the Lessee could not reasonably expect to complete the required restoration and repair within a period of six months, (ii) the Lessee is prevented or would likely be prevented from using the Hospital or a substantial portion thereof for its normal purposes for a period of six months or more, or (iii) the restoration or repair would not be economically practical or desirable; or

(2) Title to any substantial portion of the Hospital or the use or possession thereof is taken or condemned by a competent authority to such an extent that, in the opinion of the Lessee, the Lessee is prevented or would likely be prevented from using such portion for its normal purposes for a period of six months or more.

(3) If, as a result of any applicable legislation or the final determination by a court of competent jurisdiction the Lessee would be legally required, if the Bonds were to remain Outstanding and not otherwise, to operate the Hospital in a manner which the Lessee believes in good faith to be contrary to the principles and beliefs of the Baptist Church; and the Lessee requests such redemption, and such request shall be conclusive evidence of such facts.

(b) The Series 1997 Bonds are also subject to redemption in part at any time at the principal amount thereof plus accrued interest to the date fixed for redemption and without premium if, as a result of a change in use of a portion of the Hospital, it is necessary, in the opinion of nationally recognized bond counsel selected by the Lessee, to redeem a portion of the outstanding Series 1997 Bonds in order to maintain the tax-exempt status of the Series 1997 Bonds; provided, the maximum amount of the Series 1997 Bonds which shall be subject to this extraordinary optional redemption shall be limited to twenty percent (20%) of the principal amount of the Series 1997 Bonds then outstanding.

Section 5.03. Mandatory Sinking Fund Redemption. As and for a sinking fund for the redemption of Series 1997 Bonds there shall be deposited in the Bond Principal Fund and Bond Interest Fund a sum which is sufficient to redeem (after credit as provided below) the following principal amounts of Series 1997 Bonds and accrued interest to the redemption date:

Series 1997 Bonds Maturing March 1, 2002

Year	Principal Amount
1998	_____
1999	_____
2000	_____
2001	_____
2002(final maturity)	_____

Series 1997 Bonds Maturing March 1, 2009

<u>Year</u>	<u>Principal Amount</u>
2003	_____
2004	_____
2005	_____
2006	_____
2007	_____
2008	_____
2009 (final maturity)	_____

Not more than forty-five days nor less than thirty days prior to a sinking fund payment date for the Series 1997 Bonds, the Bond Trustee shall proceed to select for redemption (by lot in such manner as the Bond Trustee may determine) from all Series 1997 Bonds Outstanding which are subject to sinking fund redemption on such date a principal amount of such Series 1997 Bonds equal to the aggregate principal amount of Series 1997 Bonds so to be redeemed, and shall call such Series 1997 Bonds for redemption from the particular sinking fund on the next March 1, and give notice of such call. Provided, that to the extent any redemption increment to be allocated to any Series 1997 Bonds would leave an amount of such Series 1997 Bond Outstanding below \$500,000, then such increment shall be allocated so that no Series 1997 Bond shall be Outstanding in a denomination of less than \$500,000.

At the option of the Lessee to be exercised by delivery of a written certificate to the Bond Trustee and the County not less than 45 days next preceding any sinking fund redemption date, it may (i) deliver to the Bond Trustee for cancellation Series 1997 Bonds which are subject to sinking fund redemption on such date in an aggregate principal amount designated by the Lessee or (ii) specify a principal amount of such Series 1997 Bonds which prior to said date have been redeemed (otherwise than through the operation of such sinking fund) and canceled by the Bond Trustee and not theretofore applied as a credit against any sinking fund redemption obligation for such Series 1997 Bonds. Each Series 1997 Bond so delivered or previously redeemed shall be credited by the Bond Trustee at 100% of the principal amount thereof against the obligation of the Lessee on such sinking fund redemption date and any excess shall be so credited against the next sinking fund redemption obligations for Series 1997 Bonds. In the event the Lessee shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the Series 1997 Bonds to be canceled.

Section 5.04. Method of Selecting Bonds. In the event that less than all of the Outstanding Bonds shall be redeemed at the option of the Lessee, the Bonds redeemed shall be redeemed in such order of series as the Lessee shall determine (less than all of the Bonds of a single maturity within a series to be selected by lot in such manner as the Bond Trustee may determine) and such optional redemption shall be applied to mandatory sinking fund payments with respect to the Bonds of such maturity in such order of payment as the Lessee shall determine. In case a fully registered Series

1997 Bond is of a denomination larger than \$500,000, a portion of such Series 1997 Bond may be redeemed, but only to the extent that no Bond would remain Outstanding in a principal amount less than \$500,000.

Section 5.05. Notice of Redemption. Bonds shall be called for optional redemption by the Bond Trustee pursuant to Sections 5.01 and 5.02 upon receipt by the Bond Trustee at least 45 days prior to the redemption date of an Officer's Certificate of the Lessee specifying the principal amount of the Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Bond Indenture pursuant to which such Bonds are to be called for redemption, provided that such certificate shall not be required with respect to a sinking fund redemption pursuant to Section 5.03 and Series 1997 Bonds shall be called for redemption by the Bond Trustee pursuant to such Section without the necessity of any action by the County or the Lessee. In the case of every redemption, the Bond Trustee shall cause notice of such redemption to be given by mailing a copy of the redemption notice by first-class mail, postage prepaid, to the registered owner of any Bonds designated for redemption in whole or in part, at their address as the same shall last appear upon the registration books, in each case not less than thirty nor more than sixty days prior to the redemption date, provided, however, that failure to give such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of such Bonds for which no such failure or defect occurs.

Each notice of redemption shall state at a minimum, the complete official name of the issue, including series designation, CUSIP number, certificate number, amounts called of each certificate (for partial calls), publication date, date of issue, interest rate, maturity date, the date fixed for redemption, the redemption price, the place or places of payment, including the redemption agent name and appropriate address or addresses with name of contact person and telephone number, that payment will be made upon presentation and surrender of the Bonds to be redeemed, that interest accrued to the date fixed for redemption will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue. If less than all the Outstanding Bonds are to be redeemed, the notice of redemption shall specify the series of Bonds to be redeemed, and if less than all of any series of Bonds is to be redeemed, the numbers of the Bonds or portions thereof of such series to be redeemed.

In addition, such redemption notice shall also be given by the Bond Trustee in sufficient time so that they are received at least two days before the general publication date, by certified mail, return receipt requested, to each of the following entities:

- (1) The Depository Trust Company
711 Stewart Avenue
Garden City, New York 11530
Facsimile transmissions: (516) 227-4039
(516) 227-4190

- (2) Midwest Securities Trust Company
Capital Structures-Call Notification
440 South LaSalle Street
Chicago, Illinois 60605
Facsimile transmissions: (312) 663-2243
- (3) Philadelphia Depository Trust Company
Reorganization Division
1900 Market Street
Philadelphia, Pennsylvania 19103
Facsimile transmission: (215) 596-5058
- (4) Moody's Municipal and Government
99 Church Street, 8th Floor
New York, New York 10007
Attention: Municipal News Reports
Facsimile transmission: (212) 608-4593
- (5) Standard & Poor's Called Bond Record
25 Broadway, 3rd Floor
New York, New York 10004
Facsimile transmission: (212) 208-8388

Further, not less than 30 nor more than 60 days before the redemption date, such redemption notice shall be given by the Bond Trustee by certified mail, return receipt requested, to two of the following services:

- (1) Financial Information, Inc.
Financial Daily Called Bond Service
30 Montgomery Street, 10th Floor
Jersey City, New Jersey 07302
Attention: Editor
- (2) Interactive Data Corporation's Bond Service
22 Cortlandt Street
New York, New York 10007
- (3) Kenny Information Service's Notification Service
65 Broadway, 16th Floor
New York, New York 10006

A second notice of redemption shall be given within 60 days after the redemption date in the manner required above to the registered Bondholders of redeemed Bonds which have not been presented for payment within 30 days after the redemption date.

If any of the Bonds are redeemed pursuant to an advance refunding, notice of such advance refunding and redemption shall be given in the same manner as above provided, and within the same time period with respect to the actual redemption date.

Section 5.06. Bonds Due and Payable on Redemption Date; Interest Ceases to Accrue. On or before the Business Day next preceding the redemption date specified in the notice of redemption, an amount of money sufficient to redeem all the Bonds called for redemption at the appropriate redemption price, including accrued interest to the date fixed for redemption, shall be deposited with the Bond Trustee. On the redemption date the principal amount of each Bond to be redeemed, together with the accrued interest thereon to such date and redemption premium, if any, shall become due and payable; and from and after such date, notice having been given and deposit having been made in accordance with the provisions of this Article V, then, notwithstanding that any Bonds called for redemption shall not have been surrendered, no further interest shall accrue on any of such Bonds. From and after such date of redemption (such notice having been given and such deposit having been made) the Bonds to be redeemed shall not be deemed to be Outstanding hereunder, and the County shall be under no further liability in respect thereof, as provided in Section 3.11 hereof.

Section 5.07. Cancellation. All Bonds which have been redeemed shall be canceled by the Bond Trustee and destroyed as provided in Section 2.11 hereof.

Section 5.08. Partial Redemption of Bonds. Upon surrender of any Bond for redemption in part only, the County shall execute and the Bond Trustee shall authenticate and deliver to the owner thereof, the cost of which shall be paid by the Lessee, a new Bond or Bonds of the same series and maturity and of authorized denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

ARTICLE VI

INVESTMENTS

Section 6.01. Investment of Bond Principal Fund, Bond Interest Fund, Issuance Expense Fund and Refunding Fund. Subject to Section 3.18 hereof, any moneys held as part of the Bond Principal Fund, Bond Interest Fund and Issuance Expense Fund shall, on instructions signed by a Lessee Representative, be invested by the Bond Trustee in Permitted Investments (i) with respect to the Issuance Expense Fund maturing in the amounts and at the times necessary to provide funds to make the payments to which such moneys are applicable as estimated in a certificate of a Lessee Representative filed with the Bond Trustee, and (ii) with respect to the Bond Principal Fund and the Bond Interest Fund maturing in the amounts and at the times necessary to provide funds to make the payments to which such moneys are applicable as determined by the Bond Trustee; provided, however, money on deposit in the Bond Principal Fund and the Bond Interest Fund shall be invested only in Permitted Investments which mature as needed. Any moneys held by the Escrow Agent under the Escrow Agreement shall be invested as provided in the Escrow Agreement. In the absence of any instructions by the Lessee Representative, the Bond Trustee shall invest any moneys held under this Bond Indenture in Permitted Investments. All such Permitted Investments purchased

shall mature or be redeemable on a date or dates prior to the time when the moneys so invested will be required for expenditure. Subject to Section 6.05 hereof, computing for any purpose hereunder the amount in any Fund on any date, Permitted Investments purchased, if due within one year after such date, shall be valued at the Book Value plus accrued interest, or, if not due within one year after such date, shall be valued at the lower of cost or market value including accrued interest. The Bond Trustee shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in a Fund is insufficient for the purposes of such Fund. The Bond Trustee may make any and all investments permitted by the provisions of this Section through its trust or bond departments.

Section 6.02. Arbitrage. In reliance upon the covenant of the Lessee in Section 26.8 of the Lease, the County hereby covenants for the benefit of each owner of the Series 1997 Bonds that no use will be made of the proceeds of the Bonds or of any moneys in the Funds and that no other action shall be taken which will cause the Series 1997 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, or "hedge bonds" within the meaning of Section 149 of the Code, and the regulations prescribed thereunder.

Unless otherwise required by Section 148 of the Code, the President of the Board of Supervisors or any other officer of the County having responsibility with respect to the issuance of the Series 1997 Bonds shall, on or prior to the date of issuance of the Series 1997 Bonds, either alone or in conjunction with any other officer, employee, consultant or agent of the County deliver to the Bond Trustee and the Lessee the certification required by the regulations promulgated under Section 148 of the Code to evidence that such Series 1997 Bonds will not be "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations thereunder. Such certificates may rely upon certificates of the Lessee delivered to the County with respect to such matters.

Section 6.03. Allocation and Transfers of Investment Income. Any investments shall be held by or under the control of the Bond Trustee and shall be deemed at all times a part of the Fund from which the investment was made. Any loss resulting from such investments shall be charged to such Fund. Any interest or other gain from any Fund from any investment or reinvestment pursuant to Section 6.01 hereof shall be allocated and transferred, subject to the Tax Regulatory Agreement, as follows:

(a) Any interest or other gain realized as a result of any investments or reinvestments of moneys in the Bond Principal Fund, the Bond Interest Fund and the Issuance Expense Fund shall be retained in the respective Fund.

(b) Notwithstanding the foregoing, any interest or other gain realized as a result of any investments or reinvestments of moneys in Funds pursuant to Section 6.01 hereof shall first be deposited in the Rebate Fund to the extent amounts required to be deposited therein pursuant to Section 3.16 hereof have not been so deposited.

Section 6.04. Investment of Rebate Fund. Moneys on deposit in the Rebate Fund shall be invested only in Permitted Investments, and otherwise in accordance with Section 3.15 hereof.

Section 6.05. Valuation of Investments. For the purpose of determining the amount on deposit to the credit of each Fund other than the Bond Principal Fund and the Bond Interest Fund, obligations in which money in each Fund shall have been invested shall be valued as of the last business day of each month and shall be computed as follows:

(a) For obligations the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if such prices are not published in The Wall Street Journal but are published on a regular basis in The New York Times, then in The New York Times), at the average of the bid and asked prices for such obligations so published on the date of such valuation (or, if not so published on the date of such valuation, on the most recent date so published prior to the date of such valuation);

(b) For obligations the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times, at the average price bid for such obligations on the date of valuation by any two nationally recognized government securities dealers (selected by the Bond Trustee in its sole discretion) who are on the date of such valuation making a market in such obligations or, at the option of the Bond Trustee, at the bid price published by a nationally recognized pricing service;

(c) For obligations which are either certificates of deposit or bankers acceptances, at the face amount thereof plus accrued interest to the date of valuation; and

(d) For obligations not described in Subsections (a) through (c), the value thereof established by prior agreement between the Bond Trustee and the Lessee.

ARTICLE VII

DISCHARGE OF BOND INDENTURE

Section 7.01. Discharge of this Bond Indenture. If the Bonds secured hereby shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Bond Indenture and the Trust Estate and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. Also if all Outstanding Bonds secured hereby shall have been purchased by the Lessee and delivered to the Bond Trustee for cancellation, all fees and expenses of the Bond Trustee and all other sums payable hereunder have been paid, or provision shall have been made for the payment of the same, then this Bond Indenture and the Trust Estate and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such events, upon the request of the Lessee, the Bond Trustee shall assign and transfer to the Lessee all property then held by the Bond Trustee hereunder and shall execute such documents as may be reasonably required by the County and shall turn over any surplus in any Fund as a duly authorized officer of the Lessee shall direct in writing, other than the Rebate Fund. The undertakings by the Lessee to continue to comply with its covenants contained in Sections 26.8 and 21.2 of the Lease shall survive until all Bonds are actually paid.

Payment of any outstanding Bonds of any one or more series, or any maturity within a series, prior to the maturity or redemption date thereof shall be deemed to have been provided for within the meaning and with the effect expressed in this Section if (i) in case said Bonds are to be redeemed on any date prior to their maturity, the Lessee shall have given to the Bond Trustee in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 5.05 hereof notice of redemption of such Bonds on said redemption date, (ii) there shall have been deposited with the Bond Trustee either moneys in an amount which shall be sufficient, or United States Government Obligations which shall not contain provisions permitting the redemption thereof at the option of the issuer before the date the principal thereof will be required, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Bond Trustee at the same time, shall be sufficient to pay when due the principal of and premium, if any, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Bonds are not by their terms subject to redemption within the next 45 days, the Lessee shall have given the Bond Trustee in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 5.05 hereof, a notice to the owners of such Bonds that the deposit required by (ii) above has been made with the Bond Trustee and that payment of said Bonds has been provided for in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of and premium, if any, and interest on said Bonds. At such time as payment of any series of Bonds has been provided for as aforesaid, such series of Bonds shall no longer be secured by or entitled to the benefits of this Bond Indenture, except for the purpose of any payment from such moneys or securities deposited with the Bond Trustee.

The release of the obligations of the County under this Section shall be without prejudice to the right of the Bond Trustee to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of the trust hereby created and the performance of its powers and duties hereunder.

Section 7.02. Source of Bond Debt Service Payments. Upon compliance with the provisions of Section 7.01 hereof with respect to all series of Bonds then outstanding, this Bond Indenture may be discharged in accordance with the provisions of this Article VII and the owners of the Bonds shall thereafter be entitled to payment only out of the moneys or securities deposited with the Bond Trustee as provided in Section 7.01 hereof. Upon compliance with the provisions of Section 7.01 hereof with respect to any one series of Bonds then Outstanding, the owners of such Series of Bonds shall thereafter be entitled to payment only out of the moneys or securities deposited with the Bond Trustee as provided in Section 7.01 hereof; provided, however, that any money and United States Government Obligations deposited with the Bond Trustee for such purpose shall be held by the Bond Trustee in a segregated account in trust for the Bondholders with respect to which such deposit is made and, together with any investment income therefrom, shall be disbursed solely to pay the principal, premium, if any, and interest on such Bonds when due. No money or United States Government Obligations so deposited pursuant to this Article shall be invested or reinvested unless in United States Government Obligations and unless such money not invested, such United States

Government Obligations not reinvested, and such new investments are together certified by an independent accountant of national reputation to be of such amounts, maturities, and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to make such payments.

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01. Events of Default. Each of the following is hereby defined as and shall be deemed an "Event of Default":

(a) Default in the payment of the principal of or premium, if any, on any Bond when the same shall become due and payable, whether by acceleration, at the stated maturity thereof, on a sinking fund payment date, or upon proceedings for redemption.

(b) Default in the payment of any installment of interest on any Bond when the same shall become due and payable.

(c) Default shall be made in the observance or performance of any covenant, contract or other provision in the Bonds or this Bond Indenture contained (other than as referred to in (a), (b) or (g) of this Section) and such default shall continue for a period of thirty days after written notice to the County, the Bond Trustee and the Surety, if any, from the owners of at least 25% in aggregate principal amount of the Bonds then Outstanding or to the County from the Bond Trustee specifying such default and requiring the same to be remedied, provided, with respect to any such failure covered by this subsection (c), no Event of Default shall be deemed to have occurred so long as a course of action adequate to remedy such failure shall have been commenced within such 30 day period and shall thereafter be diligently prosecuted to completion and the failure shall be remedied thereby.

(d) The occurrence of an "event of default" under Section 18.1 of the Lease; provided, however, that if any such event of default is waived or cured pursuant to the Lease, such event of default shall also be deemed to be waived or cured hereunder.

(e) The occurrence of an "event of default" under the Tax Regulatory Agreement; provided however, that if any such event of default is waived or cured pursuant to the Tax Regulatory Agreement, such event of default shall also be deemed to be waived or cured hereunder.

(f) Commencement by the County of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or any other applicable Federal or state law of similar import, or the consent or acquiescence by the County to the commencement of a case under such Code or law or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of the County or the Trust Estate, or the taking of action by the County in furtherance of any such action and, in the case of any such event,

a court shall not have limited such case, petition or possession so as to remove the Trust Estate from the control, supervision and jurisdiction of such court or custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official within 90 days after such commencement, consent or acquiescence.

(g) Default in the performance, or breach, of any covenant or warranty of the County in this Bond Indenture or of the Lessee in the Lease or the Tax Regulatory Agreement, which default or breach in the opinion of nationally recognized bond counsel delivered to the Bond Trustee adversely affects, or unless cured could adversely affect, any exemption from federal income taxation of interest on any Bond of any series, and continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the County and the Lessee by the Bond Trustee, or by any Bondholder of such series with a copy to the Bond Trustee, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a notice of default; provided, however, that if such default or breach cannot be corrected within such 30-day period, but can together with any such adverse effect on any such exemption be corrected with due diligence, it shall not constitute an event of default if corrective action is instituted by the County or the Lessee, as the case may be, within such 30-day period and diligently pursued until such default or breach and such effect thereof is cured.

(h) The occurrence of an "event of default," under the Master Loan Agreement as defined in Section 6 therein or the Guaranty Agreement as defined in Section 4.01 thereof.

Section 8.02. Remedies on Events of Default. Upon the occurrence of an Event of Default, the Bond Trustee shall have the following rights and remedies:

(a) Acceleration. The Bond Trustee may, or (i) at the request of the Surety, if any, obligated thereon (except with respect to an Event of Default described in Section 8.01(g)) or (ii) upon the written request of the owners of not less than 50% in aggregate principal amount of Bonds then Outstanding (with the written consent of the Surety obligated on any Insurance Policy issued in respect of such Bonds, if any), shall, by notice in writing given to the County and the Lessee, declare the principal amount of all Bonds then Outstanding and the interest accrued thereon to be immediately due and payable and said principal and interest shall thereupon become immediately due and payable.

If an Event of Default (except an Event of Default described in Section 8.01(g) hereof) occurs and is continuing in respect of the Bonds of any series which are insured by an Insurance Policy, then and in every such case the Bond Trustee shall, at the request of the Surety obligated thereon, if such Surety has advanced to the Bond Trustee funds which, together with funds then held by the Bond Trustee under this Bond Indenture, are sufficient to pay the principal of and accrued interest on such Bonds in full, declare the principal of all such Outstanding Bonds to be due and payable immediately, by a notice in writing to the County and the Lessee, and upon any such declaration such principal shall become immediately due and payable.

If an Event of Default under Section 8.01(g) hereof occurs and is continuing, then and in every such case the Bond Trustee or the holders of not less than 50% in aggregate principal amount of the Outstanding Bonds of the affected series may (with the written consent of the Surety obligated on any Insurance Policy issued in respect of such Bonds, if any) declare the principal of all the Outstanding Bonds of such series to be immediately due and payable by a notice in writing to the County and the Lessee, and upon any such declaration such principal shall become immediately due and payable.

(b) Legal Proceedings. The Bond Trustee may (with the written consent of the Surety obligated on any Insurance Policy issued in respect of such Bonds, if any), by mandamus, or other suit, action or proceeding at law or in equity, enforce the rights of the Bondholders, and require the County, the Lessee, the Affiliates or any of them to carry out the agreements with or for the benefit of the Bondholders, and to perform its or their duties, under the Refunding Act, the Lease, the Master Loan Agreement and this Bond Indenture. The Bond Trustee may also (with the written consent of the Surety obligated on any Insurance Policy issued in respect of such Bonds), by action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

(c) Receivership. Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Bond Trustee and of the Bondholders, the Bond Trustee shall be entitled as a matter of right (with the written consent of the Surety obligated on any Insurance Policy issued in respect of such Bonds) to the appointment of a receiver or receivers of the Trust Estate, and of the rents, revenues, income, products and profits thereof, pending such proceedings, but, notwithstanding the appointment of any receiver, trustee or other custodian, the Bond Trustee shall be entitled to the possession and control of any cash, securities or other instruments at the time held by, or payable or deliverable under the provisions of this Bond Indenture to, the Bond Trustee.

(d) Suit for Judgment on the Bonds. The Bond Trustee shall be entitled to sue for and recover judgment (with the written consent of the Surety obligated on any Insurance Policy issued in respect of such Bonds), either before or after or during the pendency of any proceedings for the enforcement of the lien of this Bond Indenture, for the enforcement of any of its rights, or the rights of the Bondholders hereunder, but any such judgment against the County shall be enforceable only against the Trust Estate. No recovery of any judgment by the Bond Trustee shall in any manner or to any extent affect the lien of this Bond Indenture or any rights, powers or remedies of the Bond Trustee hereunder, or any lien, rights, powers or remedies of the owners of the Bonds, but such lien, rights, powers and remedies of the Bond Trustee and of the Bondholders shall continue unimpaired as before.

(e) Actions Under Master Loan Agreement or Guaranty Agreement. The Bond Trustee may take any actions provided in the Master Loan Agreement or Guaranty Agreement.

In the event written notice is given by the Bondholders or the Bond Trustee under Section 8.01(c) hereof, the Bond Trustee shall immediately give notice with respect to such default to the Lessee and the Surety.

No right or remedy is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute.

If any Event of Default shall have occurred and if requested by the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 9.01 hereof, the Bond Trustee shall be obligated (upon receipt of the written consent of the Surety obligated on any Insurance Policy issued in respect of such Bonds) to exercise such one or more of the rights and powers conferred by this Section as the Bond Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

Section 8.03. Majority of Bondholders May Control Proceedings. Anything in this Bond Indenture to the contrary notwithstanding, the owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing executed and delivered to the Bond Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Indenture, or for the appointment of a receiver, or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof. The Bond Trustee shall not be required to act on any direction given to it pursuant to this Section unless indemnified as provided in Section 9.01 hereof.

Section 8.04. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Bond Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Bond Trustee has been notified as provided in Section 9.01 hereof, or of which by said Section it is deemed to have notice, nor unless such default shall have become an Event of Default and the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding shall have made written request to the Bond Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless they have also offered to the Bond Trustee indemnity as provided in Section 9.01 hereof nor unless the Bond Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Bond Trustee to be conditions precedent to the execution of the powers and trusts of this Bond Indenture, and to any action or cause of action for the enforcement of this Bond Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have the right in any manner whatsoever to affect, disturb or prejudice the lien of this Bond Indenture by his, her or their action or to enforce any right hereunder except in the manner herein provided and that all proceedings at law or in equity shall be instituted, had and maintained

in the manner herein provided and for the equal benefit of the owners of all Bonds then Outstanding. Nothing in this Bond Indenture contained shall, however, affect or impair the right of any owner of Bonds to enforce the payment, by the institution of any suit, action or proceeding in equity or at law, of the principal of, premium, if any, or interest on any Bond at and after the maturity thereof, or the obligation of the County to pay the principal of, premium, if any, and interest on each of the Bonds to the respective owners of the Bonds at the time and place, from the source and in the manner herein and in the Bonds expressed.

Section 8.05. Application of Moneys. All moneys received by the Bond Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and the expenses, liabilities and advances incurred or made by the Bond Trustee, first, to the extent of any deficiency of required amounts in a rebate fund or similar accounts established with respect to Additional Bonds, be deposited in such rebate fund, and thereafter shall be deposited in the Bond Principal Fund and the Bond Interest Fund and all moneys so deposited in the Bond Principal Fund and the Bond Interest Fund and all moneys held or deposited in the Bond Principal Fund and the Bond Interest Fund during the continuance of an Event of Default shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment to the persons entitled thereto of all installments of interest then due on the Outstanding Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, and interest on any of the Outstanding Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Bond Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Outstanding Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal of all the Outstanding Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon all of the Outstanding Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, or of any series of Bonds over any other series of Bonds, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bond Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bond Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Bond Trustee shall give such notice as it may deem appropriate of the deposit of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all of the Outstanding Bonds and interest thereon have been paid under the provisions of this Section and all expenses and fees of the Bond Trustee and all other amounts to be paid to the County hereunder or under the Lease with respect to the Bonds, have been paid, any balance remaining in the Funds shall be paid as provided in Section 3.13 hereof.

Section 8.06. Bond Trustee May Enforce Rights Without Bonds. All rights of action and claims under this Bond Indenture or any of the Bonds Outstanding hereunder may be enforced by the Bond Trustee without the possession of any of the Bonds or the production thereof in any trial or proceedings relative thereto; and any suit or proceeding instituted by the Bond Trustee shall be brought in its name as Bond Trustee, without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the ratable benefit of the owners of the Outstanding Bonds, subject to the provisions of this Bond Indenture.

Section 8.07. Bond Trustee to File Proofs of Claim in Receivership, Etc. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Trust Estate or the Lessee, or the County, the Bond Trustee shall, to the extent permitted by law, be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Bond Trustee and of the Bondholders allowed in such proceedings for the entire amount due and payable by the County under this Bond Indenture, or by the Lessee, as the case may be, at the date of the institution of such proceedings and for any additional amounts which may become due and payable by it after such date, without prejudice, however, to the right of any Bondholder to file a claim in his own behalf.

Section 8.08. Delay or Omission No Waiver. No delay or omission of the Bond Trustee or of any Bondholder to exercise any right, remedy, or power given by this Bond Indenture shall exhaust or impair any such right, remedy or power or shall be construed to be a waiver of any such

default, or acquiescence therein; and every right, remedy and power given by this Bond Indenture may be exercised from time to time and as often as may be deemed expedient.

Section 8.09. No Waiver of One Default to Affect Another. No waiver of any default hereunder, whether by the Bond Trustee or the Bondholders, shall extend to or affect any subsequent default or any other then existing default or shall impair any rights or remedies consequent thereon.

Section 8.10. Discontinuance of Proceedings on Default; Position of Parties Restored. In case the Bond Trustee shall have proceeded to enforce any rights under this Bond Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Bond Trustee, then and in every such case the County and the Bond Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Bond Trustee shall continue as if no proceedings had been taken.

Section 8.11. Waivers of Events of Default. Subject to prior notice to and consent of the County, the Bond Trustee may (with the written consent of the Surety obligated on any Insurance Policy issued in respect of such Bonds, if any) in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the owners of a majority in aggregate principal amount of all the Bonds then Outstanding in respect of which default exists; provided, however, that there shall not be waived (i) any Event of Default in the payment of the principal of or premium on any Outstanding Bonds at the date of maturity or redemption thereof, or (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest or all arrears of payments of principal and premium, if any, and all fees and expenses of the Bond Trustee, and all amounts to be paid to the County hereunder and under Sections 3.1-2 and 3.1-8 of the Lease, in connection with such default are paid in full. In case of any such waiver or rescission, or in case any proceedings taken by the Bond Trustee on account of any such default shall have been discontinued or abandoned or determined adversely to the Bond Trustee, then and in every such case the County, the Bond Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to or affect any subsequent or other default, or impair any rights or remedies consequent thereon.

Section 8.12. Bond Trustee to Notify Parties of Default and Disclose Information Relating to Default. The Bond Trustee shall immediately notify in writing the County, the Lessee and the Surety (if any) of any default hereunder or of the occurrence of any Event of Default of which it has notice as provided in Section 9.01(h) herein. The Bond Trustee shall notify in writing all Bondholders of the occurrence of any Event of Default and shall make available to any such Bondholder all information reasonably requested of the Bond Trustee concerning the Event of Default, the Bonds, the Lessee, and any other information relevant to the Event of Default.

With regard to any alleged default concerning which notice is given under the provisions of this Section 8.12, the County hereby grants the Lessee full authority for the account of the County

to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the County with full power to do any and all things and acts to the same extent that the County could do and perform any such things and acts with power of substitution.

Section 8.13. Notice to Bondholders if Default Occurs. Upon the occurrence of an Event of Default, or if an event occurs which could lead to a default with the passage of time, and of which the Bond Trustee is required to take notice, the Bond Trustee shall, within 30 days, give written notice thereof by first-class mail to the owners of all Bonds then Outstanding, shown by the list of Bondholders required to be kept at the office of the Bond Trustee.

ARTICLE IX

CONCERNING THE BOND TRUSTEE

Section 9.01. Duties of the Bond Trustee. The Bond Trustee hereby accepts the trusts imposed upon it by this Bond Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Bond Indenture against the Bond Trustee:

(a) The Bond Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Bond Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Bond Trustee shall exercise such of the rights and powers vested in it by this Bond Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Bond Trustee may execute any of the trusts hereof or powers hereunder and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to act upon an opinion of independent counsel concerning all matters of the trust hereof and its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Bond Trustee may act upon an opinion of independent counsel and shall not be responsible for any loss or damage resulting from any action or non-action taken by or omitted to be taken in good faith in reliance upon such opinion of independent counsel.

(c) The Bond Trustee shall not be responsible for any recital herein or in the Bonds (except in respect to the certificate of authentication of the Bond Trustee endorsed on the Bonds), or for insuring any property or collecting any insurance moneys or for the validity of the execution by the County of this Bond Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of or title to any property. Additionally, the Bond Trustee shall not be responsible for and shall not be liable or accountable for any statements or

representations made on the accuracy, completeness or sufficiency of any disclosure in connection with the offering or sale of the Bonds and assumes no responsibility or obligation except as expressly set forth in this Bond Indenture to monitor the financial condition of the County or the Lessee or Baptist Memorial Health Care Corporation or any Affiliate and assumes no obligation concerning the ability of the County, the Lessee or the Affiliates to pay the Bonds as they mature. The Bond Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the County, except as hereinafter set forth; but the Bond Trustee may require of the County or the Lessee full information and advice as to the performance of the covenants, conditions and agreements as to the condition of property contained herein or in the Lease. The Bond Trustee shall have no obligation to perform any of the duties of the County under the Lease; and the Bond Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.01 hereof.

(d) The Bond Trustee shall not be accountable for the use by the Lessee of the proceeds of any Bonds authenticated or delivered hereunder. The Bond Trustee may become the owner of the Bonds with the same rights which it would have if not Bond Trustee.

(e) The Bond Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Bond Trustee pursuant to this Bond Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bonds shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Bond Trustee shall be entitled to rely upon a certificate signed on behalf of the County by the President of the Board of Supervisors of the County or such other person as may be designated for such purpose by the County as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Bond Trustee has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive rights of the Bond Trustee to do things enumerated in this Bond Indenture or the Master Loan Agreement shall not be construed as a duty and the Bond Trustee shall not be answerable for other than its negligence or willful default, subject to Section 9.01(a) hereof.

(h) The Bond Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the County to cause to be made the payments to the Bond Trustee required to be made by Article III hereof unless the Bond Trustee shall be

specifically notified in writing of such default by the County or by one or more owners of Bonds then Outstanding and all notices or other instruments required by this Bond Indenture to be delivered to the Bond Trustee, must, in order to be effective, be delivered at the principal office of the Bond Trustee, and, in the absence of such notice so delivered, the Bond Trustee may conclusively assume that there is no default except as aforesaid.

(i) All moneys received by the Bond Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Bond Indenture or law. The Bond Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(j) At any and all reasonable times the Bond Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but shall not be required, to inspect any and all of the Trust Estate, including all books, papers and records of the County pertaining to the Project and the Bonds.

(k) The Bond Trustee shall not be required to give any note or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) Notwithstanding anything in this Bond Indenture contained, the Bond Trustee shall have the right, but shall not be required, to demand in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Bond Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Bond Trustee, deemed desirable for the purpose of establishing the right of the County to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Bond Trustee.

(m) The Bond Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under this Bond Indenture or under the Lease or the Guaranty, or to enter any appearance in or in any way defend against any suit, in which it may be made a defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability; the Bond Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Bond Trustee, without indemnity, and in such case the County shall cause the Lessee to reimburse the Bond Trustee from funds available therefor under the Lease for all costs and reasonable expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Lessee shall fail to make reimbursement, the Bond Trustee may reimburse itself from any moneys in its possession under the provisions of this Bond Indenture and shall be entitled to a preference over any of the Bonds.

(n) The Bond Trustee shall always be a bank or trust company, qualified to act hereunder, and having a capital and surplus of not less than Twenty-five Million Dollars. If at any time the Bond Trustee shall cease to be eligible in accordance with this provision, it shall resign immediately in the manner and with the effect specified in Section 9.03 of this Bond Indenture.

Section 9.02. Fees and Expenses of Bond Trustee. Subject to the provisions of any contract relating to the compensation of the Bond Trustee, the County shall cause the Lessee to pay to the Bond Trustee its reasonable fees and charges in accordance with Section 3.1-8 of the Lease. If the Lessee shall fail to make any payment required by this Section 9.02, the Bond Trustee may, but shall be under no obligation to, make such payment from any moneys in its possession (other than moneys on deposit in the Rebate Fund) under the provisions of this Bond Indenture and shall be entitled to a preference therefor over any of the Bonds outstanding hereunder.

Section 9.03. Resignation or Replacement of Bond Trustee. The Bond Trustee may resign by giving to the County, the Lessee, the Bondholders and the Surety, thirty days' notice of such resignation, specifying the date when such resignation shall take effect. Subject to the last sentence of this paragraph, such resignation shall take effect on the date specified in such notice unless a successor shall be previously appointed as hereinafter provided, in which event such resignation shall take effect immediately on the appointment of such successor. The present or any future Bond Trustee may be removed at any time by an instrument in writing, executed (i) by the County and the Lessee (except during the subsistence of an Event of Default or an event which could become an Event of Default with the passage of time, the giving of notice, or both), (ii) by the owners of a majority in aggregate principal amount of the Bonds then Outstanding, or (iii) by the Surety. Any removal described in (ii) above must be only for cause stated. In no event, however, shall any resignation or removal of the Bond Trustee hereunder become effective until a successor acceptable to the Lessee shall have been appointed and qualified pursuant to the terms of this Section 9.03.

In case the Bond Trustee shall at any time resign or be removed or otherwise become incapable of acting, a successor may be appointed by the Lessee; provided, that if a successor has not been appointed by the Lessee within thirty (30) days of such resignation or removal, then a successor may be appointed by the owners of a majority in aggregate principal amount of the Bonds Outstanding by an instrument or concurrent instruments signed by such Bondholders, or their attorneys in-fact duly appointed. The foregoing notwithstanding, so long as there exists no Event of Default hereunder, the Lessee shall have the right to approve any such successor Bond Trustee. Upon the appointment of a successor Bond Trustee, notice of such appointment shall be given to the Bondholders. Any successor so appointed by the County shall immediately and without further act be superseded by a successor appointed in the manner above provided by the owners of a majority in aggregate principal amount of the Bonds Outstanding.

If a successor trustee shall not have been appointed within thirty (30) days after notice of resignation by or removal of the Bond Trustee, the Lessee or any Bondholder may apply to a court of competent jurisdiction to appoint a successor to act until such time, if any, as a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided.

Every successor shall always be a bank or trust company (which, prior to any event of default, shall be acceptable to the Lessee and any Surety obligated on an Insurance Policy issued in respect of any of the Bonds, if any) in good standing and having its principal office in the State, qualified to act hereunder, and having a capital and surplus of not less than Twenty-five Million Dollars if there is such a bank or trust company willing and able to serve in such capacity.

Any successor appointed hereunder shall execute, acknowledge and deliver to the County an instrument accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor in the trust hereunder with like effect as if originally named as Bond Trustee herein; but the Bond Trustee retiring shall, nevertheless, on the written demand of its successor, execute and deliver an instrument conveying and transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the predecessor, who shall duly assign, transfer and deliver to the successor all properties and moneys held by it under this Bond Indenture. Should any instrument in writing from the County be reasonably required by any successor from such vesting and confirming, the County shall execute, acknowledge and deliver the said deeds, conveyances and instruments on the request of such successor.

The notices herein provided for to be given to the Bondholders shall be given by mailing a copy of such notices to the Bondholders at their addresses as the same shall last appear upon the registration books. The notice herein provided for to be given to the County, the Lessee and the retiring Bond Trustee shall be given in accordance with Section 11.07 hereof.

The instruments evidencing the resignation or removal of the Bond Trustee and the appointment of a successor hereunder, together with all other instruments provided for in this Section, shall be filed and/or recorded by the successor Bond Trustee in each recording office where this Bond Indenture shall have been filed and/or recorded.

Section 9.04. Conversion, Consolidation, or Merger of Bond Trustee. Any bank or trust company into which the Bond Trustee or its successor may be converted, merged, or with which it may be consolidated, or to which it may sell or transfer its trust business as a whole shall be the successor of the Bond Trustee under this Bond Indenture with the same rights, powers, duties and obligations and subject to the same restrictions, limitations and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. In case any of the Bonds to be issued hereunder shall have been authenticated, but not delivered, any successor Bond Trustee may adopt the certificate of any predecessor Bond Trustee, and deliver the same as authenticated; and, in case any of such Bonds shall not have been authenticated, any successor Bond Trustee may authenticate such Bonds in the name of such successor Bond Trustee.

Section 9.05. Bond Trustee May Be a Bondowner. The institution acting as Bond Trustee under this Bond Indenture, and its respective directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued under and secured by this Bond Indenture, and may join in the capacity of a Bondowner in any action which any Bondowner may

be entitled to take with like effect as if such institution were not the Bond Trustee under this Bond Indenture.

ARTICLE X

SUPPLEMENTAL BOND INDENTURES AND AMENDMENTS OF THE LEASE

Section 10.01. Supplemental Bond Indentures Not Requiring Consent of Bondholders. The County and the Bond Trustee may (with the written consent of the Surety obligated on any Insurance Policy issued in respect of such Bonds, if any), without the consent of, or notice to, the Bondholders, enter into such indentures supplemental hereto (which supplemental indentures shall thereafter form a part hereof) for any one or more or all of the following purposes:

- (a) To add to the covenants and agreements contained in this Bond Indenture other covenants and agreements thereafter to be observed for the protection or benefit of the Bondholders;
- (b) To cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in this Bond Indenture, or to make any provisions with respect to matters arising under this Bond Indenture or for any other purpose if such provisions do not adversely affect the interests of the owners of the Bonds;
- (c) To subject to this Bond Indenture additional revenues, properties or collateral;
- (d) To provide for the issuance of and provide terms for Additional Bonds pursuant to Sections 2.09 and 2.10 hereof;
- (e) To permit the Bond Trustee to enter into agreements with depositories or other institutions in order that such institutions may perform the duties of paying agent and/or transfer agent for the Bonds; or
- (f) To modify, amend or supplement this Bond Indenture or any indenture supplemental hereto in such manner, not adverse, in the opinion of the Bond Trustee, to the interest of the owners of Bonds, as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or under any state Blue Sky Law.

Section 10.02. Supplemental Bond Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 10.01 hereof, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding or the owners of not less than a majority in aggregate principal amount of the Bonds of any series then Outstanding affected thereby, in case one or more but less than all series of Bonds then Outstanding hereunder are so affected, shall have the right, from time to time, to consent to and approve the execution by the County and the Bond Trustee (with the written consent of the Surety obligated on any Insurance

Policy issued in respect of such Bonds) of such indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Bond Indenture; provided, however, that without the consent of the owners of all the Bonds at the time Outstanding, nothing herein contained shall permit, or be construed as permitting:

- (a) An extension of the maturity of, or a reduction of the principal amount of, or a reduction of the rate of, or extension of the time of payment of interest on, or a reduction of a premium payable upon any redemption of, any Bond;
- (b) The deprivation of the owner of any Bond then Outstanding of the lien created by this Bond Indenture (other than as permitted hereby when such Bond was initially issued);
- (c) A privilege or priority of any Bond or Bonds over any other Bond or Bonds except as specifically permitted by this Bond Indenture; or
- (d) A reduction in the aggregate principal amount of the Outstanding Bonds required for consent to such supplemental indenture.

If at any time the County shall request the Bond Trustee to enter into such supplemental indenture for any of the purposes of this Section, the Bond Trustee shall, upon being reasonably indemnified by the Lessee with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given to the County and the Lessee in accordance with Section 11.07 hereof and to the owners of Bonds by mailing a copy of such notice to their addresses as the same shall last appear upon the registration books. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Bond Trustee for inspection by all Bondholders. If, within sixty days or such longer period as shall be prescribed by the County following the giving of such notice, the owners of the requisite principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the County from executing the same or from taking any action pursuant to the provisions thereof.

Section 10.03. Execution of Supplemental Bond Indentures. The Bond Trustee is authorized to join with the County in the execution of any such supplemental indenture and to make further agreements and stipulations which may be contained therein, but the Bond Trustee shall not be obligated to enter into any such supplemental indenture which affects its rights, duties or immunities under this Bond Indenture. Any supplemental indenture executed in accordance with the provisions of this Article shall thereafter form a part of this Bond Indenture and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be deemed to be part of this Bond Indenture for any and all purposes. In case of the execution

and delivery of any supplemental indenture, express reference may be made thereto in the text of the Bonds issued thereafter, if any, if deemed necessary or desirable by the Bond Trustee.

Section 10.04. Consent of Lessee. Anything herein to the contrary notwithstanding, a supplemental indenture under this Article X shall not become effective unless and until the Lessee shall have consented to the execution and delivery of such supplemental indenture, unless an Event of Default has occurred and is continuing, and no supplemental indenture shall without the prior written consent of the Lessee affect the date or amounts of payments required on the Bonds.

Section 10.05. Amendments, Etc., of the Lease Not Requiring Consent of Bondholders. The County and the Bond Trustee may without the consent of or notice to the Bondholders consent to any amendment, change or modification of the Lease as may be required (i) by the provisions of the Lease or this Bond Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission or (iii) in connection with any other change therein which, in the judgment of the Bond Trustee, is not to the prejudice of the Bond Trustee or the owners of the Bonds.

Section 10.06. Amendments, Etc., of the Lease Requiring Consent of Bondholders. Except for the amendments, changes or modifications referred to in Section 10.05 hereof, neither the County nor the Bond Trustee shall consent to any other amendment, change or modification of the Lease without the giving of notice and the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds at the time outstanding, or the owners of not less than a majority in aggregate principal amount of the Bonds of any series then outstanding affected thereby, in case one or more but less than all series of Bonds then Outstanding hereunder are so affected. Such notice and consent shall be given and procured as provided in Section 10.02 hereof. If at any time the County and the Lessee shall request the consent of the Bond Trustee to any such proposed amendment, change or modification of the Lease, the Bond Trustee shall, upon being reasonably indemnified by the Lessee with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided in Section 10.02 hereof. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of the Bond Trustee for inspection by all Bondholders.

Section 10.07. Reserved.

Section 10.08. Discretion of Bond Trustee in Entering into Supplements and Amendments. In each and every case provided for in this Article, the Bond Trustee shall be entitled to exercise its discretion in determining whether or not to execute any proposed supplement or amendment, if the rights, obligations and interests of the Bond Trustee would be thereby affected, and the Bond Trustee shall not be under any responsibility or liability to the County, the Lessee or to any Bondholders or to anyone whomsoever for its refusal in good faith to enter into any such supplement or amendment if such supplement or amendment is deemed by it to be contrary to the provisions of this Article. The Bond Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Independent Counsel approved by it, as conclusive evidence that any such proposed supplement or amendment does or does not comply with the provisions of this Bond Indenture and

that it is or is not proper for it, under the provisions of this Article, to join in the execution of such supplement or amendment.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Evidence of Signature of Bondholders and Ownership of Bonds. Any request, consent or other instrument which this Bond Indenture may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Bonds shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Bond Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Bondholder or his attorney of such instrument may be proved by the certificate of any officer authorized to take acknowledgments in the jurisdiction in which he purports to act that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public.

(b) The ownership of any Bonds and the amount and numbers of such Bonds and the date of holding the same shall be proved by the registration books of the County kept by the Bond Trustee.

Any request or consent of the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the County or the Bond Trustee in accordance therewith.

Section 11.02. Parties Interested Herein. With the exception of rights herein expressly conferred on the Lessee, nothing in this Bond Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the County, the Bond Trustee, and the owners of the Bonds, any right, remedy or claim under or by reason of this Bond Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Bond Indenture contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, the Bond Trustee, the Surety and the owners of the Bonds.

Section 11.03. Titles, Headings, Etc. The titles and headings of the articles, sections, and subsections of this Bond Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

Section 11.04. Severability. In the event any provision of this Bond Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Governing Law. This Bond Indenture shall be governed by and construed in accordance with the laws of the State of Mississippi without giving effect to conflicts of law provisions.

Section 11.06. Execution in Counterparts. This Bond Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.07. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

IF TO THE COUNTY

County Courthouse
Oxford, Mississippi 38655
Attention: Clerk, Board of Supervisors

IF TO THE CITY

City Hall
Oxford, Mississippi 38655
Attention: Mayor

IF TO THE LESSEE

Baptist Memorial Hospital-North Mississippi, Inc.
899 Madison Avenue
Memphis, Tennessee 38146
Attn: President

IF TO THE BOND TRUSTEE

First Tennessee Bank National Association
4835 Poplar Avenue
Memphis, Tennessee 38117
Attention: Corporate Trust Department

IF TO THE SURETY

Such address provided by such Surety.

A duplicate copy of each notice, certificate or other communication given hereunder by or to the County or the Bond Trustee shall also be given to the Lessee. Alternatively, all notices, certificates or other communications hereunder may be given by telegram or by telecopy (if

confirmed promptly telephonically and in writing by the sender of such notice and if receipt of such notice by telecopy is confirmed in writing by the intended recipient). The County, the Lessee and the Bond Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.08. Payments Due on Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercise of any right, as provided in this Bond Indenture, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding day which is not such a day with the same force and effect as if done on the nominal date provided in this Bond Indenture.

Section 11.09. Reliance on Directions of Duly Authorized Officer of the Lessee. Whenever in this Bond Indenture, the Lease or the Tax Regulatory Agreement an action or direction is required, the County and the Bond Trustee agree that either of them shall be authorized to rely upon a written instrument from a duly authorized officer of the Lessee with respect thereto.

Section 11.10. Certain Determinations to be Made by Bond Trustee. Notwithstanding any other provision of this Bond Indenture, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Bond Indenture, the Bond Trustee shall consider the effect on the Bondholders as if there were no Insurance Policy.

ARTICLE XII

SURETIES AND INSURANCE POLICIES

Section 12.01. General. Whenever in this Bond Indenture (including this Article) the taking of any action is conditioned on the consent, approval or agreement of any Surety, such condition shall be applicable only if such Surety is obligated on an Insurance Policy which is then in effect and is not in default thereunder.

Whenever in this Bond Indenture (including this Article) notices are required to be given to any Surety, the giving of such notice shall be required only if such Surety is obligated on an Insurance Policy which is then in effect.

Whenever any provision of this Bond Indenture (including this Article) provides that any Surety may give notice of any Event of Default, request or direct any action, or otherwise exercise any right or power hereunder, such provision shall be effective only if such Surety is obligated on an Insurance Policy which is then in effect and is not in default thereunder.

Section 12.02. Consent of Sureties.

DEMENT—MERIDIAN 57-8720

(a) General. Any provision of this Bond Indenture expressly recognizing or granting rights in or to any Surety may not be amended in any manner which affects the rights of such Surety hereunder without the prior written consent of such Surety.

(b) Consent of Sureties in Addition to Bondholder Consent. Unless otherwise provided in this Article, whenever Bondholder consent is required for (1) execution and delivery of any supplemental indenture, (2) removal of the Bond Trustee and selection and appointment of any successor trustee, or (3) initiation or approval of any other action under this Bond Indenture, the consent of each Surety shall also be required as a condition to the taking of such action.

Section 12.03. Notices and Information to be Furnished to Sureties. While any Insurance Policy is in effect, the Bond Trustee shall furnish to the Surety obligated thereon all information to which the Surety is entitled pursuant to its Insurance Policy and related documents.

IN WITNESS WHEREOF, the County, the City and the Bond Trustee have caused this Bond Indenture to be executed in their respective names and their respective seals to be hereto affixed and attested by their duly authorized officers, all as of the date first above written although actually executed on the dates set forth in this respective acknowledgments attached hereto.

[SEAL]

LAFAYETTE COUNTY, MISSISSIPPI

Attest:

By: _____
President, Board of Supervisors

By:

Clerk, Board of Supervisors

CITY OF OXFORD, MISSISSIPPI

Attest:

By: _____
Mayor

By:

City Clerk

[SEAL]

FIRST TENNESSEE BANK NATIONAL
ASSOCIATION, Memphis, Tennessee
as Bond Trustee

Attest:

By : _____

By:

DEMENT—MERIDIAN 57-8720

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____ and _____, who acknowledged to me that they are the Clerk and President of the Board of Supervisors, respectively, of Lafayette County, Mississippi (the "County"), and that for and on behalf of the County and as its act and deed, they executed and sealed the above and foregoing instrument on the day and in the year therein mentioned, being first duly authorized so to do by the County.

GIVEN under my hand and official seal, this ____ day of _____, 1997.

Notary Public

My Commission Expires:

(SEAL)

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____, _____ and _____, who acknowledged to me that they are the Mayor and City Clerk, respectively, of the City of Oxford, Mississippi (the "City"), and that for and on behalf of the City and as its act and deed, they executed and sealed the above and foregoing instrument on the day and in the year therein mentioned, being first duly authorized so to do by the City.

GIVEN under my hand and official seal, this ____ day of _____, 1997.

Notary Public

My Commission Expires:

(SEAL)

DEMENT—MERIDIAN 87-8720

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____ and _____, who acknowledged to me that they are Trust Officer and Trust Officer, respectively, of First Tennessee Bank National Association (the "Bond Trustee"), and that for and on behalf of the Bond Trustee and as its act and deed, they executed and delivered the above and foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do by the Bond Trustee.

GIVEN under my hand and official seal, this the ____ day of _____, 1997.

Notary Public

My Commission Expires:

(SEAL)

SECTION 4. Execution of Second Supplemental Lease. The Second Supplemental Lease be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized to execute and deliver the Second Supplemental Lease under the seal of the City for and on behalf of the City, in substantially the following form, with such completions, changes, insertions, and modifications as shall be approved by the officials of the City executing and delivering the same, the execution thereof by such officials to be conclusive evidence of such approval:

SUPPLEMENTAL HOSPITAL LEASE AGREEMENT NO. 2

This **SUPPLEMENTAL HOSPITAL LEASE AGREEMENT NO. 2** (this "Supplement") dated as of the 1st day of October 1, 1997, between and among **LAFAYETTE COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, organized and existing under the Constitution and laws of the State of Mississippi (the "County"), the **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and laws of the State of Mississippi (the "City") (the County and the City are hereinafter collectively referred to as "Lessor"), and **BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.**, a Mississippi non-profit corporation ("Lessee");

WITNESSETH:

For and in consideration of the agreements hereinafter set forth, the parties hereto agree as follows:

WHEREAS, the County and the City jointly own the real property on which is located Baptist Memorial Hospital-North Mississippi, Inc. (formerly known as Oxford-Lafayette Medical Center), a 150-bed general acute care hospital located in Oxford, Mississippi (the "Hospital"); and

WHEREAS, the County and the City currently lease the Hospital to the Lessee pursuant to that certain Hospital Lease Agreement dated as of May 31, 1989 (the "Original Lease") which was recorded in the office of the Chancery Clerk of the County in Book 394 at page 520, as supplemented by that certain Supplemental Hospital Lease Agreement No. 1 among the same parties, dated as of March 1, 1991 ("Supplement No. 1"), which was recorded in the office of the Chancery Clerk of the County in Book 408 at Page 197; and

WHEREAS, no event of default exists under the Original Lease, as supplemented by Supplement No. 1 (collectively, the "Lease"), and no circumstance presently exists which, with the passage of time or the giving of notice would constitute an event of default thereunder; and

WHEREAS, pursuant to the provisions of Chapter 884, Local and Private Laws of Mississippi, Regular Session 1983 (the "1983 Act"), and pursuant to the provisions of a Trust Indenture from the County, the City and the Board of Trustees of the Hospital to First National Bank of Jackson, as Trustee, dated as of November 1, 1984 (the "Series 1984 Indenture"), the County did heretofore issue its Hospital Revenue Bonds (Oxford-Lafayette County Hospital Project), Series 1984, dated as of November 1, 1984 (the "Series 1984 Bonds"), the proceeds of which were used to remodel, renovate, add to, extend, equip and furnish the Hospital; and

WHEREAS, pursuant to the 1983 Act, the County issued its Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi) Series 1991A in the aggregate principal amount of \$3,870,000, (the "Series 1991A Bonds"), the proceeds of which were used to advance refund the Series 1984 Bonds then outstanding; and

WHEREAS, the Series 1984 Bonds were defeased and are no longer outstanding under the Series 1984 Indenture; and

WHEREAS, pursuant to the provisions of Chapter 848, Local and Private Laws of Mississippi, Regular Session 1989, as amended by House Bill No. 1738, Local and Private Laws of Mississippi, Regular Session 1990 (the "1990 Act"), the County issued its Hospital Revenue Bonds (Baptist Memorial Hospital-North Mississippi, Inc. Project), Series 1991B, in the aggregate principal amount of \$20,000,000 (the "Series 1991B Bonds") and utilized the proceeds thereof to improve, maintain, extend, equip and furnish the Hospital; and

WHEREAS, the Series 1991A Bonds and the Series 1991B Bonds (collectively, the "Series 1991 Bonds") were issued pursuant to that certain Bond Indenture of Trust dated as of March 1, 1991 (the "Series 1991 Indenture"), by and between the County, the City and National Bank of Commerce, as trustee; and

WHEREAS, the Series 1991 Bonds are limited obligations of the County, the principal of, premium, if any, and interest on which is payable solely from and secured by a pledge of the Trust Estate (as defined in the Series 1991 Indenture); and

WHEREAS, First Tennessee Bank National Association, Memphis, Tennessee (the "Trustee") is presently serving as trustee and paying agent under the Series 1991 Indenture;

WHEREAS, pursuant to that certain Master Trust Indenture dated as of March 1, 1991 (the "Master Indenture") by and among the Lessee and certain of its affiliated corporations, all as Members of the Obligated Group (as defined in the Master Indenture) and National Bank of Commerce, as Master Trustee, there has been issued a Master Note, Series 1991A (the "Series 1991A Note") in the principal amount of \$23,870,000, payable to the County, in order to provide additional security for the payment of the principal of, premium, if any, and interest on the Series 1991 Bonds; and

WHEREAS, the Series 1991A Bonds are currently outstanding in the principal amount of \$3,580,000 and the Series 1991B Bonds are currently outstanding in the principal amount of \$18,480,000; and

WHEREAS, pursuant to Section 31-27-1 et seq., Mississippi Code of 1972, as amended (the "Refunding Act"), and a Bond Indenture of Trust dated as of October 1, 1997 (the "Series 1997 Indenture"), by and between the County, the City and the Trustee (in such capacity, the "Series 1997 Trustee"), the County intends to issue its Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi) Series 1997 in the aggregate principal amount of _____ (\$ _____) (the "Series 1997 Bonds"), the proceeds of which will be used to advance refund the Series 1991 Bonds; and

WHEREAS, in connection with the defeasance of the Series 1991 Bonds, the Series 1991A Note will be redeemed and terminated; and

WHEREAS, Baptist Memorial Health Care Corporation ("BMHCC") and its Affiliates (as defined in the hereinafter referenced Master Loan Agreement) and certain commercial banks and other lenders listed therein have executed a Master Loan Agreement dated as of June 1, 1997 (the "Master Loan Agreement") in order to provide security for certain obligations to be incurred by BMHCC and its Affiliates; and

WHEREAS, pursuant to the provisions of the Master Loan Agreement, BMHCC has executed a Guaranty Agreement dated as of October 1, 1997 (the "Guaranty Agreement") to further secure the payment of principal, premium, if any, and interest on the Series 1997 Bonds; and

WHEREAS, the obligations of the Lessee under the Lease pursuant to the provisions of Section 3.1-8 thereof and the guaranty of the payment of the principal of, premium, if any, and interest on the Series 1997 Bonds pursuant to the provisions hereof constitute obligations secured by the provisions of the Master Loan Agreement; and

WHEREAS, pursuant to the Lease, the Lessee is required to make sufficient payments to the County under the Lease to provide for the payment of the principal of, premium, if any, and interest on the Series 1997 Bonds; and

WHEREAS, the provisions of the Lease should be conformed to reflect the defeasance of the Series 1991 Bonds and to provide for rental payments sufficient to pay the principal of, premium, if any, and interest on the Series 1997 Bonds and to otherwise make the terms of the Lease consistent with the terms of the Series 1997 Indenture and to recognize that the Master Loan Agreement is a successor document to the Master Indenture and to provide for matters related thereto; and

WHEREAS, the provisions of the Lease should be conformed to provide that upon the occurrence of an event of default thereunder, the revenues generated in connection with the operation of the Hospital, by any entity operating the Hospital (including, but not limited to, the Lessee) shall be applied first to the payment of all amounts payable under the Lease by the Lessee (regardless of whether the Lease is still in effect) other than amounts payable with respect to the principal of, premium, if any and interest on the Series 1997 Bonds in accordance with Section 3.1-8 of the Lease, and then to the amounts payable under said Section 3.1-8 of the Lease.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Lease shall be amended and revised as follows:

SECTION 1. All words and phrases not otherwise defined herein shall have the meanings assigned to such words and phrases in the Lease or the Series 1997 Indenture, as applicable.

SECTION 2. All references herein to the "Lease" shall refer to the Lease as amended by this Supplement.

SECTION 3. All references in the Lease to the "Bonds," the "Indenture," the "Trustee," the "Series 1991 Bonds", the "Series 1991 Indenture" and the "Series 1991 Trustee" shall henceforth refer to the Series 1997 Bonds, the Series 1997 Indenture and the Series 1997 Trustee, respectively, unless the context clearly requires otherwise.

SECTION 4. As used in this Supplement, the term "Revenues of the Hospital" shall mean the revenue of the Hospital for each fiscal year, calculated by excluding all gifts, but not the unrestricted income therefrom, less bad debt allowances, contractual adjustments with third party payers and adjustments for free services relating to such fiscal year.

SECTION 5. The terms that were added to the end of Section 3.1-8 of the Original Lease pursuant to Section 5 of Supplement No. 1 are hereby deleted, and the following shall be added to Section 3.1-8 of the Lease after the first paragraph of said Section 5 of Supplement No. 1: "The Lessee agrees to pay to the Bond Trustee the amounts required to pay the principal of, premium, if any, and interest on the Series 1997 Bonds not later than the Business Day next preceding the date such payment is to be made by the Bond Trustee to the Bondholders."

SECTION 6. Section 3.6 of the Lease which was added to the Original Lease pursuant to Section 8 of Supplement No. 1 is hereby deleted in its entirety and the following inserted in place thereof:

Section 3.6. Pledge of Revenues; Priority of Payments.

- (a) The Lessor and the Lessee hereby pledge the Revenues of the Hospital for the benefit of the holders of the Series 1997 Bonds and for the payment of all other amounts due under the Lease.
- (b) Subject to the provisions of Section 3.1-10 of the Lease, prior to the occurrence of an Event of Default hereunder, the Revenues of the Hospital may be utilized by the Lessee in accordance with the provisions of Sections 19.2 and 26.5 of the Lease (as such sections are amended pursuant to this Supplement).
- (c) Following the occurrence of an Event of Default and regardless of whether the Lease remains in effect or the Lessee is in possession of the Hospital, the Revenues of the Hospital shall be applied first to the payments of all amounts payable under the Lease by the Lessee other than amounts payable with respect to the principal of, premium, if any and interest on the Series 1997 Bonds in accordance with Section 3.1-8 of the Lease and then to the amounts payable under said Section 3.1-8 of the Lease; it being the intention of the parties hereunder that upon the occurrence of an Event of Default hereunder, if the Lessor exercises any remedy available to it under Section 18.2 hereunder, the Revenues of the Hospital shall nevertheless be applied to the satisfaction of the obligations of the Lessee under this Lease notwithstanding the termination of the Lease or the substitution of another

DEMENT—MERIDIAN 57-8720

entity as lessee or operator of the Hospital. The provisions of this Section 3.6 shall survive the termination of the Lease.

SECTION 7. The Lessee hereby represents that the issuance of the Series 1997 Bonds and the refunding of the Series 1991 Bonds will result in an overall net present value savings to maturity of not less than two percent (2%) of the Series 1991 Bonds.

SECTION 8. Section 19.2 of the Lease is hereby amended by adding the following clause (h):

(h) Any lien resulting from the inclusion of the Lessee as an Affiliate under the Master Loan Agreement and the Guaranty Agreement.

SECTION 9. The second sentence of Section 26.5 is hereby amended by adding a clause (vii) thereto as follows:

(vii) amounts paid by Lessee to BMHCC or one of its Affiliates pursuant to the provisions of the Master Loan Agreement or the Guaranty Agreement.

SECTION 10. All representations and warranties of the Lessor and the Lessee are restated as of the date hereof. Except as specifically set forth herein, the provisions of the Lease remain in full force and effect.

DEMENT—MERIDIAN 57-8720

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed by their duly authorized officials or officers, all as of the day and year first above written although actually executed on the date set forth in the acknowledgments hereto.

LESSOR:

LAFAYETTE COUNTY, MISSISSIPPI

Attest:

By: _____

President, Board of Supervisors

Clerk, Board of Supervisors

(SEAL)

CITY OF OXFORD, MISSISSIPPI

Attest:

By: _____

Mayor

City Clerk

(SEAL)

LESSEE:

**BAPTIST MEMORIAL HOSPITAL-
NORTH MISSISSIPPI, INC.**

Attest:

By: _____

President

Title: _____

APPROVED BY THE BOARD OF TRUSTEES:

**BOARD OF TRUSTEES OF
OXFORD-LAFAYETTE MEDICAL CENTER**

By: _____

**STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE**

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 1997, within my jurisdiction, the within named _____ and _____, duly identified before me, who acknowledged that they are the President and Clerk, respectively, of the Board of Supervisors of Lafayette County, Mississippi, a political subdivision of the State of Mississippi, and that for and on behalf of said county, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Supervisors so to do.

Notary Public

My Commission Expires:

(Affix official seal)

**STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE**

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 1997, within my jurisdiction, the within named _____ and _____, duly identified before me, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Oxford, Mississippi, a municipal corporation, and that on behalf of said City, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by the Mayor and Board of Aldermen of said City so to do.

Notary Public

My Commission Expires:

(Affix official seal)

STATE OF _____
 COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 1997, within my jurisdiction, the within named _____ and _____, duly identified before me, who acknowledged that they are the President and _____, respectively, of Baptist Memorial Hospital-North Mississippi, Inc., a non-profit corporation, and that on behalf of said corporation, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

 Notary Public

My Commission Expires:

(Affix official seal)

SECTION 5. Approval of Preliminary Private Placement Memorandum. The Preliminary Private Placement Memorandum be and the same is hereby approved, and the distribution of the Preliminary Private Memorandum is hereby authorized, in substantially the following form, with such completions, changes, insertions and modifications as shall be required to reflect any revisions to the documents referenced therein:

NEW ISSUE
BOOK-ENTRY ONLY

PRIVATE PLACEMENT MEMORANDUM

LIMITED OFFERING

In the opinion of Watkins Ludlam & Stennis, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, assuming continuing compliance with certain covenants described herein, interest on the Series 1997 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes, except as described under TAX EXEMPTION herein.

\$ _____
Aggregate Principal Amount of Series 1997 consisting of:

\$ _____
Lafayette County, Mississippi
Hospital Revenue Refunding Bonds
(Baptist Memorial Hospital--North Mississippi)
Series 1997

\$ _____
Union County, Mississippi
Hospital Revenue Refunding Bonds
(Union County General Hospital)
Series 1997

Dated Date: October 1, 1997

Due: March 1, as shown below

The Series 1997 Bonds consisting of the two series shown above are issuable solely as fully registered bonds, in denominations of \$500,000 or any integral multiple of \$5,000 in excess thereof. Interest on the Series 1997 Bonds accrues from October 1, 1997 and is payable on March 1, 1998 and semiannually on each March 1 and September 1 thereafter. Principal of, any redemption price for and interest on the Series 1997 Bonds are payable by First Tennessee Bank National Association, Memphis, Tennessee, as Bond Trustee. The Series 1997 Bonds are subject to redemption prior to maturity as set forth herein.

The Series 1997 Bonds are secured and payable from payments to be made by Baptist Memorial Hospital - North Mississippi, Inc. and by Baptist Memorial Hospital - Union County, Inc. pursuant to certain Leases and by a certain Guaranty Agreement between Baptist Memorial Health Care Corporation ("BMHCC") and the Bond Trustee.

OWNERS OF SERIES 1997 BONDS MAY NOT SELL THE SAME WITHOUT OFFERING THEM FOR SALE TO BMHCC. EACH OF THE SERIES 1997 BONDS WILL INCLUDE A LEGEND STATING AS FOLLOWS: NEITHER THIS BOND NOR ANY PORTION THEREOF MAY BE TRANSFERRED BY THE REGISTERED HOLDER UNLESS THE REGISTERED HOLDER OFFERS THE SAME TO BMHCC IN ACCORDANCE WITH THE PROVISIONS OF THE BOND INDENTURE REFERRED TO HEREIN.

Payment of the Series 1997 Bonds will be guaranteed, to the extent and in the manner described herein, by

BAPTIST MEMORIAL HEALTH CARE CORPORATION
Memphis, Tennessee

The Series 1997 Bonds will be initially issued as single registered Series 1997 Bonds, registered in the name of Cede & Co., the nominee of The Depository Trust Company (DTC), New York, New York. The Series 1997 Bonds will be available for purchase in book-entry form only, initially in denominations of \$500,000 or any integral multiple thereof. Except in limited circumstances described herein, purchasers of the Series 1997 Bonds will not receive physical delivery of Series 1997 Bonds. Payments of the principal of, premium, if any, and interest on the Series 1997 Bonds will be made by the Trustee directly to Cede & Co., as nominee for DTC, as registered owner of the Series 1997 Bonds, to be subsequently disbursed to DTC participants and thereafter to the beneficial owners of the Series 1997 Bonds, all as further described herein.

The Lafayette County Series 1997 Bonds are being issued to advance refund certain previously issued Lafayette County bonds issued in 1991. The Lafayette County Series 1997 Bonds are special and limited obligations of Lafayette County, Mississippi and are payable solely from certain lease payments required to be made by Baptist Memorial Hospital--North Mississippi, Inc. pursuant to a Hospital Lease Agreement, as amended, with Lafayette County, Mississippi and the City of Oxford, Mississippi and certain other sources described herein. The Lafayette County Series 1997 Bonds shall never constitute an indebtedness of Lafayette County, the City of Oxford, the State of Mississippi or any subdivision thereof within the meaning of any constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of Lafayette County, the City of Oxford, the State of Mississippi or any subdivision thereof or a charge against its general credit or taxing power.

The Union County Series 1997 Bonds are being issued to advance refund certain previously issued Union County bonds issued in 1991. The Union County Series 1997 Bonds are special and limited obligations of Union County, Mississippi and are payable solely from certain lease payments required to be made by Baptist Memorial Hospital--Union County, Inc. pursuant to a Lease with Union County, Mississippi and certain other sources described herein. The Union County Series 1997 Bonds shall never constitute an indebtedness of Union County, the State of Mississippi or any subdivision thereof within the meaning of any constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of Union County, the State of Mississippi or any subdivision thereof or a charge against its general credit or taxing power.

The Series 1997 Bonds are offered pursuant to an exemption from the requirements of Rule 15c2-12 promulgated by the United States Securities and Exchange Commission and will be sold to a limited number of persons, each of whom shall be required to provide an Investment Letter in the form included as Exhibit F hereto.

LAFAYETTE COUNTY SERIES 1997 BONDS

\$ _____ % Term Bonds Due March 1, 2002 Price 100%
(plus accrued interest from October 1, 1997)

\$ _____ % Term Bonds Due March 1, 2009 Price 100%
(plus accrued interest from October 1, 1997)

UNION COUNTY SERIES 1997 BONDS

\$ _____ % Term Bonds Due March 1, 2002 Price 100%
(plus accrued interest from October 1, 1997)

\$ _____ % Term Bonds Due March 1, 2009 Price 100%
(plus accrued interest from October 1, 1997)

The Series 1997 Bonds are offered when, as and if issued and accepted, subject to prior sale, to withdrawal or modification of the offer without notice and to the opinion as to legality by Watkins Ludlam & Stennis, P.A., Jackson, Mississippi, as Bond Counsel. Certain legal matters will be passed upon for Baptist Memorial Hospital--North Mississippi, Inc., Baptist Memorial Hospital--Union County, Inc. and for Baptist Memorial Health Care Corporation by Harris, Shelton, Dunlap and Cobb, L.L.P.C., Memphis, Tennessee, for Lafayette County, Mississippi by Hickman, Summers, Goza & Gore, Oxford, Mississippi, and for Union County, Mississippi by Hickman, Summers, Goza & Gore, New Albany, Mississippi. Certain legal matters will be passed upon by Friday, Eldredge & Clark, Little Rock, Arkansas, as counsel to the Placement Agent. Series 1997 Bonds are expected to be available for delivery at Depository Trust Company in New York, New York on or about _____, 1997.

STEPHENS INC.

has acted as Placement Agent in connection
with the Series 1997 Bonds.

Dated: _____, 1997

DEMENT--MERIDIAN 57-8720

No dealer, salesman or other person has been authorized by Lafayette County, Mississippi, Union County, Mississippi, BMHCC or the Placement Agent to give any information or to make any representation in connection with the offering described herein other than as contained in this Private Placement Memorandum, and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Private Placement Memorandum does not constitute an offer of any securities other than those identified on the cover page or an offer to sell or a solicitation of an offer to buy such securities in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

Certain information contained in this Private Placement Memorandum has been obtained from BMHCC and other sources which are deemed reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information by, and nothing contained in this Private Placement Memorandum is or may be relied upon as a promise or representation by, the Placement Agent. This Private Placement Memorandum has been prepared for use in connection with the sale of the Series 1997 Bonds and may not be used, in whole or in part, for any other purpose. The delivery of this Private Placement Memorandum at any time does not imply that information herein is correct as of any time subsequent to its date.

CONTENTS

	<u>Page</u>
INTRODUCTORY STATEMENT	6
PURPOSE	11
ESTIMATED APPLICATION OF SERIES 1997 BOND PROCEEDS	11
ANNUAL DEBT SERVICE REQUIREMENTS FOR SERIES 1997 BONDS	12
THE SERIES 1997 BONDS	14
SECURITY FOR THE SERIES 1997 BONDS	20
THE BOND INDENTURE	22
LAFAYETTE COUNTY, MISSISSIPPI	33
UNION COUNTY, MISSISSIPPI	35
INVESTMENT CONSIDERATIONS	37
TAX EXEMPTION	45
LITIGATION	46
LEGAL MATTERS	46
FINANCIAL STATEMENTS	46
PRIVATE PLACEMENT	48
MISCELLANEOUS	48
EXHIBIT A. - Operating Data (BMHCC and Affiliates)	
EXHIBIT B. - Audited Financial Statements of BMHCC and Affiliates for the year ended September 30, 1996 and Unaudited Statements for the Period Ended June 30, 1997.	
EXHIBIT C. - Master Loan Agreement	
4	
EXHIBIT D. - Guaranty Agreement	
EXHIBIT E. - Form of Proposed Bond Counsel Opinion	
EXHIBIT F. - Form of Investment Letter	

THE SERIES 1997 BONDS WILL BE OFFERED AND SOLD IN A PRIVATE PLACEMENT TO A LIMITED NUMBER OF PERSONS, EACH OF WHOM SHALL HAVE THE OPPORTUNITY TO ASK QUESTIONS AND REQUEST INFORMATION FROM THOSE SOURCES WHICH THEY DEEM TO BE RELEVANT AND TO RECEIVE SUCH INFORMATION IN ADDITION TO THAT CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM AS THEY DEEM NECESSARY IN ORDER TO MAKE AN INFORMED DECISION TO PURCHASE THE SERIES 1997 BONDS.

PRIVATE PLACEMENT MEMORANDUM

\$ _____ aggregate principal amount of Series 1997 Bonds, consisting of:

\$ _____
 Lafayette County, Mississippi
 Hospital Revenue Refunding Bonds
 (Baptist Memorial Hospital--North Mississippi)
 Series 1997

\$ _____
 Union County, Mississippi
 Hospital Revenue Refunding Bonds
 (Union County General Hospital)
 Series 1997

INTRODUCTORY STATEMENT

This Private Placement Memorandum, including the cover page and appendices, is furnished in connection with the offering of \$ _____ aggregate principal amount of Hospital Revenue Refunding Bonds (Baptist Memorial Hospital--North Mississippi) Series 1997 (the "Lafayette County Series 1997 Bonds") by Lafayette County, Mississippi ("Lafayette County") and of \$ _____ aggregate principal amount of Hospital Revenue Refunding Bonds (the "Union County Series 1997 Bonds") by Union County, Mississippi ("Union County"). The Lafayette County Series 1997 Bonds and the Union County Series 1997 Bonds are herein collectively referred to as the "Series 1997 Bonds."

Book-Entry-Only System. The Depository Trust Company ("DTC"), New York, New York, or its successor, will act as securities depository for the Series 1997 Bonds. The Series 1997 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). For each issue of the Series 1997 Bonds one fully-registered Bond certificate will be issued, in the aggregate principal amount of the Bonds, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Direct Participants") deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Direct Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect

Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

Purchases of Series 1997 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 1997 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 1997 Bond (referred to herein as "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 1997 Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in Series 1997 Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Series 1997 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Series 1997 Bonds with DTC and their registration in the name of Cede & Co., effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 1997 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices will be sent to Cede & Co. If fewer than all of the Bonds of a particular class and maturity are being redeemed, DTC's practice is to determine by lot the amount of the principal of each Direct Participant to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to Series 1997 Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Series 1997 Bonds will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payments on the payable date. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest on the Series 1997 Bonds to DTC is the

responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 1997 Bonds at any time by giving reasonable notice to the County or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Series 1997 Bonds are required to be printed and delivered. The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, definitive Series 1997 Bonds will be printed and delivered.

The information concerning DTC and DTC's book-entry system set forth above has been obtained from DTC. Neither the Placement Agent, BMHCC nor the County make any representation or warranty regarding the accuracy or completeness thereof.

So long as the Series 1997 Bonds are in book-entry-only form, Cede & Co., as nominee for DTC, will be treated as the sole Owner of the Series 1997 Bonds for all purposes under the Bond Indenture, including receipt of all principal of and interest on the Series 1997 Bonds, receipt of notices, voting and requesting or directing the Trustee to take or not to take, or consenting to, certain actions under the Indenture. The County and the Trustee have no responsibility or obligation to the Participants or the Beneficial Owners with respect to (a) the accuracy of any records maintained by DTC or any Participant; (b) the payment by any Participant of any amount due to any Beneficial Owner in respect of the principal of and interest on the Series 1997 Bonds; (c) the delivery or timeliness of delivery by any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to Owners of Series 1997 Bonds; or (d) other action taken by DTC or Cede & Co. as Owner of the Series 1997 Bonds.

The Lafayette County Series 1997 Bonds will be secured by a Bond Indenture of Trust, dated as of October 1, 1997 (the "Lafayette County Bond Indenture"), between Lafayette County and First Tennessee Bank National Association, Memphis, Tennessee, or its successor (the "Lafayette County Bond Trustee"). The Lafayette County Series 1997 Bonds will be on a parity with any additional series of bonds which hereafter may be issued under the Lafayette County Bond Indenture (together with the Lafayette County Series 1997 Bonds, the "Lafayette County Bonds").

The Union County Series 1997 Bonds will be secured by a Bond Indenture of Trust, dated as of October 1, 1997 (the "Union County Bond Indenture"), between Union County and First Tennessee Bank National Association, Memphis, Tennessee, or its successor (the "Union County Bond Trustee"). (The Lafayette County Bond Trustee and the Union County Bond Trustee are herein collectively referred to as the "Bond Trustee.") The Union County Series 1997 Bonds will be on a parity with any additional series of bonds which hereafter may be issued under the Union County Bond Indenture (together with the Union County Series 1997 Bonds, the "Union County Bonds").

The Lafayette County Bonds and the Union County Bonds are herein collectively referred to as the "Bonds." The term "County" refers to both Lafayette County and Union County.

Lafayette County and the City of Oxford, Mississippi (the "City") own the Baptist Memorial Hospital-North Mississippi (the "Lafayette Hospital Facility"), formerly known as the Oxford-Lafayette Medical Center, and have leased the Lafayette Hospital Facility to Baptist Memorial Hospital--North Mississippi, Inc. ("North Mississippi Hospital") pursuant to a Hospital Lease Agreement dated as of May 31, 1989 among Lafayette County and the City, as Lessors, and North Mississippi Hospital, as the same has been and may be supplemented (the "Lafayette County Lease Agreement"). Pursuant to such Lafayette County Lease Agreement, lease payments to be made by North Mississippi Hospital will be sufficient, inter alia, to pay the principal and interest due on the Lafayette County Series 1997 Bonds.

Union County owns the Union County General Hospital (the "Union Hospital Facility") and has leased the Union Hospital Facility to Baptist Memorial Hospital--Union County, Inc. ("Union County Hospital") pursuant to a Lease dated as of April 1, 1989 between Union County and Union County Hospital as the same has been and may be supplemented (the "Union County Lease"). Pursuant to such Union County Lease, lease payments to be made by Union County Hospital will be sufficient, inter alia, to pay the principal and interest due on the Union County Series 1997 Bonds.

The term "Lessee" refers to North Mississippi Hospital or Union County Hospital. The Lafayette Hospital Facility and the Union Hospital Facility are referred to collectively herein as the "Hospital" or the "Hospitals."

The Lafayette County Series 1997 Bonds will be secured under the terms of a Guaranty Agreement dated as of October 1, 1997 (the "Lafayette County Guaranty Agreement") between BMHCC and the Lafayette County Bond Trustee. The Union County Series 1997 Bonds will be secured under the terms of a Guaranty Agreement dated as of October 1, 1997 (the "Union County Guaranty Agreement") between BMHCC and the Union County Bond Trustee. (The Lafayette County Guaranty Agreement and the Union County Guaranty Agreement are herein collectively referred to as the "Guaranty Agreement" or the "Guaranty Agreements.") For information concerning BMHCC, see Exhibits A and B to this Private Placement Memorandum, and for information concerning the Master Loan Agreement and the Guaranty Agreements, see Exhibits C and D to this Private Placement Memorandum.

The Guaranty Agreements are issued and entered into by BMHCC pursuant to a Master Loan Agreement between BMHCC, and certain Affiliates, and certain Participating Lenders dated as of June 1, 1997, as now or hereafter amended (the "Master Loan Agreement"), and the Bond Trustee is a Participating Lender under the Master Loan Agreement. The obligations of BMHCC under the Guaranty Agreement and the Master Loan Agreement are on a parity of obligation with various other obligations, heretofore or hereafter incurred (except that debt secured by mortgages on assets or pledges of hospital revenues may be senior debt with respect to such assets or revenues). The Master Loan Agreement contains various financial covenants which must be continuously satisfied by BMHCC and the BMHCC Affiliates on a combined group basis. Copies of the Master Loan Agreement and the Guaranty Agreement are attached hereto, Exhibits C and D, and should be read in their entirety.

North Mississippi Hospital is a Mississippi nonprofit corporation and operates a 150-licensed bed general acute-care hospital located in Oxford, Mississippi. North Mississippi Hospital will use the proceeds of the Lafayette County Series 1997 Bonds to advance refund certain Lafayette County bonds issued in 1991.

Union County Hospital is a Mississippi nonprofit corporation and operates a 153-licensed bed general acute-care hospital located in New Albany, Union County, Mississippi. Union County Hospital will use the proceeds of the Union County Series 1997 Bonds to advance refund certain Union County bonds issued in 1991.

Lafayette County, the Lafayette County Bond Trustee and North Mississippi Hospital will enter into a Tax Regulatory Agreement dated as of October 1, 1997 (the "Lafayette County Tax Regulatory Agreement"), pursuant to which North Mississippi Hospital will agree to comply with certain provisions necessary to maintain the tax-exempt status of the Lafayette County Series 1997 Bonds. See **TAX EXEMPTION** herein for a discussion of the consequences of failure to comply with the provisions contained in the Lafayette County Tax Regulatory Agreement.

Union County, the Union County Bond Trustee and Union County Hospital will enter into a Tax Regulatory Agreement dated as of October 1, 1997 (the "Union County Tax Regulatory Agreement") pursuant to which Union County Hospital will agree to comply with certain provisions necessary to maintain the tax-exempt status of the Union County Series 1997 Bonds. See **TAX EXEMPTION** herein for a discussion of the consequences of failure to comply with the provisions contained in the Union County Tax Regulatory Agreement.

The Lafayette County Series 1997 Bonds are special and limited obligations of Lafayette County. No covenant or agreement in the Lafayette County Series 1997 Bonds or in the Lafayette County Bond Indenture and no obligation therein imposed upon Lafayette County and no breach thereof shall constitute or give rise to or impose upon Lafayette County a general liability or a charge upon its general credit or property other than the Trust Estate pledged under the Lafayette County Bond Indenture. Lafayette County has no power at any time or in any manner to pledge the faith and credit or taxing power of the City, Lafayette County, the State or any other political subdivision to the payment of the principal of, premium, if any, or interest on the Lafayette County Series 1997 Bonds, nor shall any of the obligations of Lafayette County be deemed to be obligations of the City, the State or any other political subdivision thereof, nor shall the City, Lafayette County, the State or any political subdivision thereof be liable for the payment of the principal of, premium, if any, or interest on the Lafayette County Series 1997 Bonds. The Lafayette County Series 1997 Bonds shall never constitute an indebtedness of Lafayette County, the City, the State or any subdivision thereof, within the meaning of any constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of Lafayette County, the City, the State or any subdivision thereof or a charge against its general credit or taxing power.

The Union County Series 1997 Bonds are special and limited obligations of Union County. No covenant or agreement in the Union County Series 1997 Bonds or in the Union County Bond Indenture and no obligation therein imposed upon Union County and no breach thereof shall constitute or give rise to or impose upon Union County a general liability or a charge upon its general credit or property other than the Trust Estate pledged under the Union County Bond Indenture. Union County has no power at any time or in any manner to pledge the faith and credit or taxing power of Union County, the State or any other political subdivision to the payment of the principal of, premium, if any, or interest on the Union County Series 1997 Bonds, nor shall any of the obligations of Union County be deemed to be obligations of the State or any other political subdivision thereof, nor shall the State, Union County or any political subdivision thereof be liable for the payment of the principal of premium, if any, or

interest on the Union County Series 1997 Bonds. The Union County Series 1997 Bonds shall never constitute an indebtedness of Union County, the State or any subdivision thereof, within the meaning of any constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of Union County, the State or any subdivision thereof or a charge against its general credit or taxing power.

Descriptions of the plan of financing, the Series 1997 Bonds, Lafayette County, Union County, North Mississippi Hospital, Union County Hospital, the organization, affiliates, personnel, operations and recent financial results of operations of BMHCC and certain investment considerations are included below in this Private Placement Memorandum.

PURPOSE

General

The Lafayette County Series 1997 Bonds are being issued to advance refund Lafayette County's Hospital Revenue Refunding Bonds (Baptist Memorial Hospital--North Mississippi) Series 1991A and Hospital Revenue Bonds (Baptist Memorial Hospital--North Mississippi, Inc. Project), Series 1991B.

The Union County Series 1997 Bonds are being issued to advance refund Union County's Hospital Revenue Refunding Bonds Series 1991A (Union County General Hospital) and Hospital Revenue Bonds (Union County General Hospital Project), Series 1991B.

ESTIMATED APPLICATION OF SERIES 1997 BOND PROCEEDS

The following table sets forth the estimated sources and uses of funds for the financing to be accomplished by the Series 1997 Bonds, exclusive of accrued interest:

LAFAYETTE COUNTY SERIES 1997 BONDS

Sources of Funds

Series 1997 Bonds	\$ _____
Funds Transferred form Series 1991 Indenture	\$ _____
Total Sources of Funds	\$ _____

Uses of Funds

Deposit to Refunding Fund	\$ _____
Payment of Issuance Expenses	\$ _____
Total Uses of Funds	\$ _____

UNION COUNTY SERIES 1997 BONDS

Sources of Funds

Series 1997 Bonds	\$ _____
Funds Transferred form Series 1991 Indenture	\$ _____
Total Sources of Funds	\$ _____

Uses of Funds

Deposit to Refunding Fund	\$ _____
Payment of Issuance Expenses	\$ _____
Total Uses of Funds	\$ _____

ANNUAL DEBT SERVICE REQUIREMENTS
FOR SERIES 1997 BONDS

The table immediately below sets forth, for each bond year ending March 1, the amount required for the payment of principal of the Lafayette County Series 1997 Bonds, by mandatory (sinking fund) redemption, and the payment of interest on the Lafayette County Series 1997 Bonds.

MINUTE BOOK No. 48, CITY OF OXFORD

DEMENT—MERIDIAN 57-8720

LAFAYETTE COUNTY SERIES 1997 BONDS

Bond Year Ending <u>March 1</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1998			
1999			
2000			
2001			
2002			
2003			
2004			
2005			
2006			
2007			
2008			
2009			
Totals			

The table immediately below sets forth, for each bond year ending March 1, the amount required for the payment of principal of the Union County Series 1997 Bonds by mandatory (sinking fund) redemption, and the payment of interest on the Union County Series 1997 Bonds.

UNION COUNTY SERIES 1997 BONDS

Bond Year Ending <u>March 1</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1998			
1999			
2000			
2001			
2002			
2003			
2004			
2005			
2006			
2007			
2008			
2009			
Totals			

THE SERIES 1997 BONDS

Description of the Series 1997 Bonds

The Series 1997 bonds will mature on the dates and in the amounts and will bear interest from October 1, 1997, at the rates per annum set forth on the cover page of this Private Placement Memorandum. Series 1997 Bonds issued on an interest payment date to which interest has been paid will be dated as of such date. Interest on the Series 1997 Bonds will be payable on March 1, 1998, and semiannually on each March 1 and September 1 thereafter. Interest on the Series 1997 Bonds will be calculated on the basis of a 360-day year of twelve 30-day months.

The Series 1997 Bonds will be issuable solely in fully registered form, without coupons, in denominations of \$500,000 or any integral multiple of \$5,000 in excess thereof.

The principal or redemption price of each Series 1997 Bond will be payable to the registered owner upon surrender at the principal corporate trust office of the Bond Trustee in Memphis, Tennessee. Interest on each Series 1997 Bond due and payable on each interest payment date will be paid to the person in whose name such Series 1997 Bond is registered as of the close of business on the preceding Regular Record Date, by check or draft mailed to the address of such person recorded on the bond register or in the manner described below or such other manner as may be mutually acceptable to the Bond Trustee and such person. At the written request and expense of each registered owner of not less than \$1,000,000 in aggregate principal amount of the Series 1997 Bonds delivered to the Paying Agent, principal and interest owed to such owner of Series 1997 Bonds will be paid by wire transfer to any account located within the United States of America and designated in such request. Any such written request shall be irrevocable. See Book-Entry-Only System under **INTRODUCTORY STATEMENT**.

Restriction on Transfer of Series 1997 Bonds; Right of First Refusal of BMHCC

Neither the Series 1997 Bonds nor any portion thereof may be sold, assigned, conveyed or otherwise transferred by the registered holders thereof, and the Bond Trustee shall not register any Series 1997 Bond in the name of any purchaser, assignee or transferee (a "Transferee") unless such Series 1997 Bond is first offered for sale to BMHCC on the same terms as those offered to such proposed Transferee. In the event the registered holder wishes to sell, assign, convey or otherwise transfer a Series 1997 Bond or any portion thereof, such registered holder shall provide BMHCC and the Bond Trustee with notice of the same including the terms of such proposed sale. BMHCC may purchase the Series 1997 Bond or such portion proposed to be transferred on the same terms as those offered to such proposed Transferee. In order to exercise such purchase option, BMHCC shall so state in writing to the registered holder, with a copy to the Bond Trustee, not later than five Business Days following the receipt by BMHCC of such notice. If BMHCC fails to respond to such offer within such five Business Day period, BMHCC shall be deemed to have elected not to exercise such purchase option. If such purchase option is exercised, BMHCC shall consummate such purchase not later than 10 Business Days following the receipt by BMHCC of such notice. If such purchase option is not exercised within such five Business Day period, such Series 1997 Bonds shall be

registered at the direction of the registered holder to such Transferee upon certification by the registered holder that such sale was consummated upon the terms and conditions referenced in the notice previously submitted to BMHCC. The provisions of the right of first refusal set forth above shall not apply to any transfers of Series 1997 Bonds by operation of law or transfers involving no monetary consideration which fact may be conclusively established by an opinion of independent counsel delivered by the registered holder to the Bond Trustee and to BMHCC. These provisions are for the benefit of BMHCC and BMHCC may waive all or a portion of such provisions as the same apply to a particular Bondholder. Any such waiver shall not apply to any Bondholder not granted such a waiver.

So long as the Series 1997 Bonds are held in book-entry form, any Beneficial Owner desiring to transfer all or a portion of such Series 1997 Bonds shall provide notice to BMHCC and DTC (in lieu of the Bond Trustee), any exercise of its option shall be made by BMHCC by notice to DTC, and DTC shall perform the functions and obligations described above with respect to the Bond Trustee.

Redemption Provisions

Sinking Fund Redemption. The Lafayette County Series 1997 Bonds are subject to mandatory redemption prior to maturity in part on March 1 of each year, by lot, under the Bond Sinking Fund provisions of the Lafayette County Bond Indenture and are payable at a redemption price equal to 100% of the principal amount so redeemed or paid, plus accrued interest, in the amounts and on the dates as set forth below:

<u>Bonds Maturing March 1, 2002</u>		<u>Bonds Maturing March 1, 2009</u>	
<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>
1998	\$	2003	\$
1999		2004	
2000		2005	
2001		2006	
2002 (Maturity)		2007	
		2008	
		2009 (Maturity)	

provided that in each case such amounts shall be reduced (a) by the principal amount of Lafayette County Series 1997 Bonds acquired and delivered in accordance with the Lafayette County Bond Indenture in satisfaction of such Bond Sinking Fund requirements and (b) in connection with a partial redemption of Lafayette County Series 1997 Bonds if BMHCC elects to reduce mandatory redemptions for the Lafayette County Series 1997 Bonds by the application of Lafayette County Series 1997 Bonds redeemed by optional call.

The Union County Series 1997 Bonds are subject to mandatory redemption prior to maturity in part on March 1 of each year, by lot, under the Bond Sinking Fund provisions of the Union County Bond Indenture and are payable at a redemption price equal to 100% of the principal amount so redeemed or paid, plus accrued interest, in the amounts and on the dates as set forth below:

<u>Bonds Maturing March 1, 2002</u>		<u>Bonds Maturing March 1, 2009</u>	
<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>
1998	\$	2003	\$
1999		2004	
2000		2005	
2001		2006	
2002 (Maturity)		2007	
		2008	
		2009 (Maturity)	

provided that in each case such amounts shall be reduced (a) by the principal amount of Union County Series 1997 Bonds acquired and delivered in accordance with the Union County Bond Indenture in satisfaction of such Bond Sinking Fund requirement, and (b) in connection with a partial redemption of Union County Series 1997 Bonds if the BMHCC elects to reduce mandatory redemptions for the Union County Series 1997 Bonds by the application of Union County Series 1997 Bonds redeemed by optional call.

Extraordinary Redemption. The Series 1997 Bonds are subject to redemption by Lafayette County or Union County, respectively, at the option of North Mississippi Hospital and Union County Hospital, respectively, in whole or in part, prior to maturity, on any date within 365 days following the occurrence of any of the following events (or, if later, at the option of North Mississippi Hospital or Union County Hospital, respectively, within 60 days following the receipt of any proceeds relating to such event):

(1) Damage to Facilities: The Hospital is damaged or destroyed to such an extent that, in the opinion of the Lessee, (a) the Lessee could not reasonably expect to complete the required restoration and repair within a period of six months, (b) the Lessee is prevented or would likely be prevented from using the facilities or a substantial portion thereof for its normal purposes for a period of six months or more or (c) the restoration or repair would not be economically practical or desirable.

(2) Condemnation of Facilities: Title to any substantial portion of the Hospital or the use or possession thereof is taken or condemned by a competent authority to such an extent that, in the opinion of the Lessee, the Lessee is prevented or would likely be prevented from using such portion for its normal purposes for a period of six months or more.

(3) Extraordinary Events: If, as a result of any applicable legislation or the final determination by a court of competent jurisdiction, North Mississippi Hospital

or Union County Hospital would be legally required (because the Lafayette County Series 1997 Bonds or the Union County Series 1997 Bonds were to remain Outstanding and not otherwise) to operate North Mississippi Hospital or Union County Hospital in a manner which North Mississippi Hospital or Union County Hospital believes in good faith to be contrary to the principles and beliefs of the Baptist Church; and North Mississippi Hospital or Union County Hospital requests such redemption.

(4) The Series 1997 Bonds are also subject to redemption in part at any time at the principal amount thereof plus accrued interest to the date fixed for redemption and without premium if, as a result of a change in use of a portion of a Hospital, it is necessary, in the opinion of nationally recognized bond counsel, to redeem a portion of the outstanding Series 1997 Bonds in order to maintain the tax-exempt status of the Series 1997 Bonds; provided, the maximum amount of the Series 1997 Bonds which shall be subject to this extraordinary optional redemption shall be limited to twenty percent (20%) of the principal amount of the Series 1997 Bonds then outstanding.

Redemption Procedures. Series 1997 Bonds of a denomination larger than \$500,000 may be redeemed in part. Any Series 1997 Bond to be redeemed in part must be surrendered at the place of payment in exchange for one or more new Series 1997 Bonds of the same maturity for the unredeemed portion of principal.

In the event that fewer than all of the Outstanding Series 1997 Bonds shall be redeemed at the option of the Lessee, the Series 1997 Bonds redeemed shall be redeemed in such order of series as the Lessee shall determine (fewer than all of the Series 1997 Bonds of a single maturity within a series to be selected by lot in such manner as the Bond Trustee may determine) and such optional redemption shall be applied to mandatory sinking fund payments with respect to the Series 1997 Bonds of such maturity in such order of payment as BMHCC shall determine. In case a fully registered Series 1997 Bond is of a denomination larger than \$500,000 a portion of such Series 1997 Bond may be redeemed, but only to the extent that no Series 1997 Bond would remain Outstanding in a principal amount less than \$500,000.

Notice of redemption of Series 1997 Bonds is required to be sent by the Bond Trustee at least 30 days but no more than 60 days prior to the redemption date, to each registered owner of Series 1997 Bonds to be redeemed at its address appearing in the bond register, by first-class mail, postage prepaid.

Each redemption notice sent by the Bond Trustee must contain, among other things, the title, series designation, CUSIP numbers, bond numbers, issue date, interest rate, redemption date, redemption price and (in the case of partial redemptions) principal amount of Series 1997 Bonds to be redeemed plus the name, address, and telephone number of a contact person at the place of payment.

If notice of redemption of any Series 1997 Bond is so given, such Series 1997 Bond will be due and payable on the redemption date and, if funds sufficient to pay the redemption price are deposited with the Bond Trustee on such date, will cease to bear interest after the date fixed for redemption.

If Series 1997 Bonds called for redemption are not presented for payment, money set aside or deposited in trust with the Bond Trustee to pay the redemption price of such Series 1997 Bonds must be held by the Bond Trustee until two years after the last maturity of Series 1997 Bonds, subject to any earlier required escheat by operation of law.

So long as the Series 1997 Bonds are issued in book-entry-only form, if fewer than all the Series 1997 Bonds are called for redemption, the particular Series 1997 Bonds to be redeemed will be selected pursuant to the procedures established by DTC. So long as the Series 1997 Bonds are issued in book-entry-only form, notice of redemption will be mailed, first class mail, postage prepaid, not less than 30 days before the redemption date, to Cede & Co., as nominee for DTC. The Trustee will not give any notice of redemption to the Beneficial Owners of the Bonds.

In the event that the Series 1997 Bonds are converted to certificated form, selection of fewer than all Series 1997 Bonds for redemption shall be made by the Trustee (i) by lot in the case of mandatory (sinking fund) redemption and (ii) in inverse order of maturity and by lot within a maturity in the case of optional redemption.

Transfer and Exchange of Series 1997 Bonds

Lafayette County and Union County shall cause books for the registration and for the transfer of the Series 1997 Bonds as provided in the respective Bond Indenture to be kept by the Bond Trustee which is thereby appointed the transfer agent of Lafayette County and Union County for the Series 1997 Bonds. Notwithstanding such appointment, the Bond Trustee is authorized to make any arrangements with other institutions which it deems necessary or desirable in order that such institutions may perform the duties of transfer agent for the Series 1997 Bonds. Upon surrender for transfer of any Series 1997 Bond at the principal office of the Bond Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, Lafayette County or Union County, as the case may be, shall execute and the Bond Trustee shall authenticate and deliver in the name of the Transferee or Transferees a new fully registered Series 1997 Bond or Series 1997 Bonds for a like aggregate principal amount of the same series and maturity.

See Restriction on Transfer of Series 1997 Bonds; Right of First Refusal of BMHCC, above.

Series 1997 Bonds may be exchanged at the principal office of the respective Bond Trustee for a like aggregate principal amount of fully registered Series 1997 Bonds of the same issue, the same series and the same maturity in authorized denominations. Lafayette County and Union County, as the case may be, shall execute and the respective Bond Trustee shall authenticate and deliver Lafayette County Series 1997 Bonds or Union County Series 1997 Bonds, as the case may be, which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously outstanding. The execution by Lafayette County or Union County, as the case may be, of any fully registered Series 1997 Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Trustee shall thereby be authorized to authenticate and deliver such fully registered Series 1997 Bond.

Neither Lafayette County or Union County, as the case may be, nor the Bond Trustee shall be required to register the transfer of or to exchange (i) any series 1997 Bond during the 15

calendar days preceding the selection of Series 1997 Bonds to be redeemed or thereafter until after the close of business on the day of first mailing of notice of such redemption thereof, (ii) any Series 1997 Bond which has been selected for redemption, except in either case on request of an owner of not less than \$1,000,000 aggregate principal amount of Series 1997 Bonds or (iii) any Series 1997 Bond which has not been offered to BMHCC in accordance with the provisions provided under the respective Bond Indenture. See the caption THE SERIES 1997 BONDS--Restriction on Transfer of Series 1997 Bonds; Right of First Refusal of BMHCC.

As to any Series 1997 Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on any fully registered Series 1997 Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 1997 Bond to the extent of the sum or sums paid.

The Bond Trustee shall require the payment by any Bondholder requesting exchange or transfer of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. North Mississippi Hospital shall under the Lafayette County Lease Agreement and Union County Hospital shall under the Union County Lease be liable to pay all expenses and charges of Lafayette County or Union County, as the case may be, and of the Bond Trustee in connection with such exchange or transfer.

Additional Bonds

Additional series of Bonds ("Additional Lafayette County Bonds," "Additional Union County Bonds" or, collectively, "Additional Bonds") may be issued under the respective Bond Indenture upon compliance with the conditions described in THE BOND INDENTURE. Additional Lafayette County Bonds will be secured by the Lafayette County Bond Indenture equally and ratably with the Lafayette County Series 1997 Bonds and all other outstanding Lafayette County Bonds. Additional Union County Bonds will be secured by the Union County Bond Indenture equally and ratably with the Union County Series 1997 Bonds and all other outstanding Union County Bonds. In addition, BMHCC and its Affiliates may incur debt under the Master Loan Agreement, subject to the financial covenants set forth therein. See Exhibit C hereto in its entirety.

SECURITY FOR THE SERIES 1997 BONDS

Generally

The Lafayette County Series 1997 Bonds are limited obligations of Lafayette County payable on a parity with all Additional Lafayette County Bonds issued under the Lafayette County Bond Indenture solely from revenues derived from the Lafayette County Lease Agreement and the Guaranty Agreement issued pursuant to the Master Loan Agreement, including all sums deposited pursuant to the Lafayette County Lease Agreement in the funds established under the Lafayette County Bond Indenture, and in certain events out of amounts derived from the exercise of the remedies provided in the Lafayette County Lease Agreement and the Guaranty Agreement.

The Union County Series 1997 Bonds are limited obligations of Union County payable on a parity with all Additional Union County Bonds issued under the Union County Bond Indenture solely from revenues derived from the Union County Lease and the Guaranty Agreement issued pursuant to the Master Loan Agreement, including all sums deposited pursuant to the Union County Lease in the funds established under the Union County Bond Indenture, and in certain events out of amounts derived from the exercise of the remedies provided in the Union County Lease and the Guaranty Agreement.

North Mississippi Hospital is required to make lease payments in the same amounts and on or before the same dates as required payments of principal of (and premium, if any) and interest on the Lafayette County Series 1997 Bonds, together with certain other payments. All such lease payments are required to be made directly to the Lafayette County Bond Trustee for the account of Lafayette County, and the Lafayette County Bond Indenture requires that such lease payments be deposited directly to the Bond Principal Fund or the Bond Interest Fund for the Lafayette County Series 1997 Bonds.

Union County Hospital is required to make lease payments in the same amounts and on or before the same dates as required payments of principal of (and premium, if any) and interest on the Union County Series 1997 Bonds, together with certain other payments. All such lease payments are required to be made directly to the Union County Bond Trustee for the account of Union County, and the Union County Bond Indenture requires that such lease payments be deposited directly to the Bond Principal Fund or the Bond Interest Fund for the Union County Series 1997 Bonds.

Pursuant to the provisions of the Lafayette County Lease Agreement, if at any time there is a deficiency in rent payable under the Lafayette County Lease Agreement, the rent actually received shall be credited first to, inter alia, certain payments owed to the County and the City and then to the payment as the same becomes due and payable, of the principal of and interest on the Lafayette County Series 1997 Bonds. The payments referred to above which are prior in payment under the Lafayette County Lease Agreement include payments to the City and County in the amount of approximately \$75,000 per year.

Pursuant to the provisions of the Union County Lease, if at any time there is a deficiency in rent payable under the Union County Lease, the rent actually received shall be credited first to, inter alia, certain payments owed to the County (approximately \$80,400 per year) and to the payment, as the same becomes due and payable, of the principal of and interest on the

DEMENT—MERIDIAN 57-8720

outstanding Union County, Mississippi Community Hospital Revenue Bond dated July 13, 1979 (approximately \$100,000 per year) and then to the payment of the principal of, premium, if any, and interest on the Union County Series 1997 Bonds. Only after the foregoing payments, which are prior to the Union County Series 1997 Bonds, are amounts payable as rent under the Union County Lease credited to payment of the principal and interest on the Union County Series 1997 Bonds. The 1979 bonds are currently outstanding in the amount of approximately \$ _____ and have a final maturity in June 1999.

The Lafayette County Series 1997 Bonds are special and limited obligations of Lafayette County. The Union County Series 1997 Bonds are special and limited obligations of Union County. No covenant or agreement in the Series 1997 Bonds or in the Lafayette County Bond Indenture or the Union County Bond Indenture, as the case may be, and no obligation therein imposed upon Lafayette County or Union County and no breach thereof shall constitute or give rise to or impose upon Lafayette County or Union County a general liability or a charge upon its general credit or property other than the Trust Estate pledged under the Lafayette County Bond Indenture or the Union County Bond Indenture, as the case may be. Lafayette County and Union County have no power at any time or in any manner to pledge the faith and credit or taxing power of the City, Lafayette County and Union County, the State or any other political subdivision to the payment of the principal of, premium, if any, or interest on the Series 1997 Bonds, nor shall any of the obligations of Lafayette County and Union County be deemed to be obligations of the City, the State or any other political subdivision thereof, nor shall the City, the State or any political subdivision thereof, be liable for the payment of the principal of, premium, if any, or interest on the Series 1997 Bonds. The Series 1997 Bonds shall never constitute an indebtedness of Lafayette County and Union County, the City, the State or any subdivision thereof, within the meaning of any constitutional provision or statutory limitations and shall never constitute nor give rise to a pecuniary liability of Lafayette County and Union County, the City, the State or any subdivision thereof or a charge against its general credit or taxing power.

Under the Lafayette County Bond Indenture or the Union County Bond Indenture, Lafayette County or Union County, as the case may be, has granted to the respective Bond Trustee, for the equal and ratable benefit of the owners of the Lafayette County Series 1997 Bonds and any Additional Lafayette County Bonds, or the owners of the Union County Series 1997 Bonds and any Additional Union County Bonds, respectively, all of Lafayette County's or Union County's right, title and interest in (1) the funds created under the respective Bond Indenture, (2) certain rights of Lafayette County, the City, in the case of Lafayette County, or Union County, as the case may be, under the respective Lease Agreement to rents to be received by Lafayette County or Union County, respectively, pursuant to the respective Lease Agreement (except for certain other payments described above and certain rights to indemnity and to reimbursement of expenses) and all security therefor (including the security interests granted under the respective Lease Agreement) and (3) all property, if any, deposited with the Bond Trustee as additional security.

Under neither the Lafayette County Bond Indenture nor the Union County Bond Indenture is the Bond Trustee granted the power to enforce the terms of the Lafayette County Lease Agreement or the Union County Lease other than the power to enforce rent obligations.

Master Loan Agreement and Guaranty Agreement

As additional security for the Series 1997 Bonds, BMHCC has issued its respective Guaranty Agreements, whereby it guarantees payment of principal of and interest on the Series 1997 Bonds as due. The Guaranty Agreements are issued pursuant to the Master Loan Agreement between BMHCC and certain Affiliates as borrowers and certain Participating Lenders. The Trustee is a Participating Lender. The copy of the Master Loan Agreement which is attached hereto, Exhibit C, identifies the Participating Lenders at this time. Other parties may become Participating Lenders, and additional debt may be incurred under the Master Loan Agreement. All debts evidenced by the Master Loan Agreement are on a parity of priority (except that debt secured by mortgages or assets or by pledges of hospital revenues may be senior debt with respect to such assets or revenues). Pursuant to the Master Loan Agreement, the BMHCC Affiliates are jointly and severally obligated for the obligations of BMHCC incurred under the Master Loan Agreement, including those incurred under the Guaranty Agreement.

BMHCC's obligations under the Guaranty Agreement are not secured by a mortgage lien on or security interest in any tangible property, real or personal, or by a pledge of revenues. However, other obligations incurred pursuant to the Master Loan Agreement may be so secured.

The Master Loan Agreement contains various financial covenants of BMHCC.

The Guaranty Agreement and the Master Loan Agreement, Exhibits D and C, should be read in their entirety.

Additional Bonds

Additional Bonds may be issued under the Bond Indentures without regard to the revenues of a particular hospital or facility. See Additional Bonds under THE SERIES 1997 BONDS.

Other

BMHCC is, with certain Affiliates, a party to a Master Trust Indenture, pursuant to which, as a member of an "Obligated Group," it has incurred certain liabilities, jointly and severally, with the other members of the Obligated Group. BMHCC is in the process of transferring all debt evidenced by the Master Trust Indenture to the Master Loan Agreement. See Exhibit B and, in particular, Note ___ to the audited financial statements.

THE BOND INDENTURE

Set forth is a summary of certain provisions of the Bond Indenture, which, for a complete understanding of its terms, should be read in its entirety.

Certain Definitions

The following terms, in addition to others defined elsewhere herein, have the meanings assigned as follows:

"Permitted Investments" means any of the following which at the time are legal investments under the laws of the State of Mississippi for moneys held and proposed to be invested:

- (i) United States Government Obligations;
- (ii) Federal Housing Administration debentures;
- (iii) Obligations of government sponsored agencies which are not backed by the full faith and credit of the United States government as follows:
 - (a) Federal Home Loan Mortgage Corp. (FHLMC);
 - (b) Farm Credit System;
 - (c) Federal Home Loan Banks (FHL Banks);
 - (d) Federal National Mortgage Association (FNMA);
 - (e) Student Loan Marketing Association (SLMA);
 - (f) Financing Corp. (FICO);
 - (g) Resolution Funding Corp. (REFCORP); and
 - (h) Government National Mortgage Association (GNMA).
- (iv) Federal funds, unsecured certificates of deposit, time deposits, and bankers acceptance (having maturities of not more than 365 days) of any bank, the short-term obligations of which are rated "A-1 +" or higher by Standard & Poor's Corporation, Inc.;
- (v) Deposits which are fully insured by the Federal Deposit Insurance Corporation (FDIC);
- (vi) Debt obligations rated "AA" or higher by Standard & Poor's Corporation, Inc. (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date);
- (vii) Commercial paper rated "A-1 +" or higher Standard & Poor's Corporation, Inc. maturing not more than 365 days;
- (viii) Investment in money market funds rated "AAm" or "AAm-G" or higher by Standard & Poor's Corporation, Inc.;
- (ix) Repurchase agreements with any transferor with debt rated "AA" or higher or commercial paper rated "A-1 +" or higher by Standard & Poor's Corporation, Inc.;
- (x) Stripped Securities.
- (xi) United States Treasury STRIPS.

"United States Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is fully guaranteed by, the United States of America, together with certificates or receipts representing direct ownership of future interest or principal payment on direct obligations of or obligations fully guaranteed by the United States of America or any of its agencies or instrumentalities, the obligations of

which are backed by the full faith and credit of the United States, which obligations are held by the Bond Trustee or a custodian in safe keeping on behalf of the holders of such receipts, which custodial arrangement is in form and substance acceptable to the Bond Trustee, endorsed in favor of or registered in the name of the Bond Trustee, or, if uncertificated, delivered in such a way that the Bond Trustee has "control" thereof within the meaning of the Mississippi Uniform Commercial Code.

Establishment of Funds and Accounts. There is established the following funds and accounts, which are special trust funds and accounts held by the Bond Trustee:

- (a) Bond Principal Fund.
- (b) Bond Interest Fund.
- (c) Refunding Fund.
- (d) Series 1997 Issuance Expense Fund.

Payments into the Bond Principal Fund and the Bond Interest Fund. There shall be deposited into the Bond Interest Fund all accrued interest, if any, received from the sale of a series of Bonds to the initial purchasers thereof. In addition, there shall be deposited into the Bond Principal Fund or the Bond Interest Fund, as appropriate, and as and when received (i) all rent payments pursuant to the Lease, (ii) all moneys transferred to the Bond Principal Fund or Bond Interest Fund from the Issuance Expense Fund, (iii) all other moneys required or permitted to be deposited into the Bond Principal Fund or Bond Interest Fund pursuant to the Lease or the Bond Indenture, including any supplements and (iv) all amounts paid by BMHCC or an Affiliate under the Guaranty Agreement and all other moneys received by the Bond Trustee when accompanied by directions not inconsistent with the Lease or the Bond Indenture that such moneys are to be paid into the Bond Principal Fund or Bond Interest Fund. There shall also be retained in the Bond Principal Fund and Bond Interest Fund, respectively, interest and other income received for investment of moneys in the Bond Principal Fund and Bond Interest Fund to the extent provided. If the Bond Trustee does not receive payments into the Bond Principal Fund and the Bond Interest Fund pursuant to the Lease when due, the Bond Trustee will immediately notify the County, the Lessee and BMHCC and any holders of more than 50% of the Outstanding principal amount of the Bonds of such nonpayment.

Payments into Moneys in the Series 1997 Issuance Expense Fund. There shall be deposited into the Series 1997 Issuance Expense Fund from the proceeds of the Series 1997 Bonds, the amounts designated in the Bond Indenture for payment of issuance expenses. There shall also be retained in the Issuance Expense Fund interest and other income received on investments of Issuance Expense Fund moneys as provided.

Amounts on deposit in the Series 1997 Issuance Expense Fund may be disbursed only to pay costs of issuance with respect to the Series 1997 Bonds.

Upon the earlier of ninety (90) days following the initial issuance and delivery of the Series 1997 Bonds or receipt by the Bond Trustee of a certificate signed by a Lessee Representative stating that all expenses incurred in connection with the issuance of the Series 1997 Bonds

have been paid, any moneys remaining in the Issuance Expense Fund shall be transferred, at the option of the Lessee, into the Bond Principal Fund or the Bond Interest Fund.

Nonpresentment of Bonds. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity, the date fixed for redemption thereof, or otherwise, if funds sufficient for the payment thereof shall have been deposited in the Bond Principal Fund and the Bond Interest Fund or otherwise made available to the Bond Trustee for deposit therein, all liability of the County to the owner or owners thereof for the payment of such Bonds, shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Bond Trustee to hold such fund or funds in a separate trust account for the benefit of the owner or owners of such Bonds, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his, her or their part under the Bond Indenture with respect to such Bond or on, or with respect to, such Bond. Such moneys shall be invested by the Bond Trustee in Permitted Investments at the written direction and expense of the Lessee.

If any Bond shall not be presented for payment within the period of two years following the date of final maturity of all Bonds, the Bond Trustee shall return to the Lessee the funds theretofore held by it for payment of such Bond and such Bond shall, subject to any earlier required escheat by operation of law, thereafter be an unsecured obligation of the Lessee.

Investment of Bond Principal Fund, Bond Interest Fund and Issuance Expense Fund. Any moneys held as part of the Bond Principal Fund, Bond Interest Fund and Issuance Expense Fund shall, on instructions signed by a Lessee Representative, be invested by the Bond Trustee in Permitted Investments (i) with respect to the Issuance Expense Fund maturing in the amounts and at the times necessary to provide funds to make the payments to which such moneys are applicable as estimated in a certificate of a Lessee Representative filed with the Bond Trustee, and (ii) with respect to the Bond Principal Fund and the Bond Interest Fund maturing in the amounts and at the times necessary to provide funds to make the payments to which such moneys are applicable as determined by the Bond Trustee; provided, however, money on deposit in the Bond Principal Fund and the Bond Interest Fund shall be invested only in Permitted Investments which mature as needed. In the absence of any instructions by the Lessee Representative, the Bond Trustee shall invest any moneys held under the Bond Indenture in Permitted Investments. All such Permitted Investments purchased shall mature or be redeemable on a date or dates prior to the time when the moneys so invested will be required for expenditure. Except as set forth below, computing for any purpose hereunder the amount in any Fund on any date, Permitted Investments purchased, if due within one year after such date, shall be valued at the book value plus accrued interest, or, if not due within one year after such date, shall be valued at the lower of cost or market value including accrued interest. The Bond Trustee shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in a Fund is insufficient for the purposes of such Fund. The Bond Trustee may make any and all investments permitted by the provisions of this Section through its trust or bond departments.

Allocation and Transfers of Investment Income. Any investments shall be held by or under the control of the Bond Trustee and shall be deemed at all times a part of the Fund from which the investment was made. Any loss resulting from such investments shall be charged to such Fund. Any interest or other gain from any Fund from any investment or reinvestment shall be allocated and transferred, subject to the Tax Regulatory Agreement, as follows: Any interest

or other gain realized as a result of any investments or reinvestments of moneys in the Bond Principal Fund, the Bond Interest Fund and the Issuance Expense Fund shall be retained in the respective Fund.

Valuation of Investments. For the purpose of determining the amount on deposit to the credit of each Fund other than the Bond Principal Fund and the Bond Interest Fund, obligations in which money in each Fund shall have been invested shall be valued as of the last business day of each month and shall be computed as follows:

(a) For obligations the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if such prices are not published in The Wall Street Journal but are published on a regular basis in The New York Times, then in The New York Times), at the average of the bid and asked prices for such obligations so published on the date of such valuation (or, if not so published on the date of such valuation, on the most recent date so published prior to the date of such valuation);

(b) For obligations the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times, at the average price bid for such obligations on the date of valuation by any two nationally recognized government securities dealers (selected by the Bond Trustee in its sole discretion) who are on the date of such valuation making a market in such obligations or, at the option of the Bond Trustee, at the bid price published by a nationally recognized pricing service;

(c) For obligations which are either certificates of deposit or bankers acceptances, at the face amount thereof plus accrued interest to the date of valuation; and

(d) For obligations not described in (a) through (c), the value thereof established by prior agreement between the Bond Trustee and the Lessee.

Discharge of the Bond Indenture. If the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then the Bond Indenture and the Trust Estate and all rights granted shall cease, terminate and become void and be discharged and satisfied. If all Outstanding Bonds shall have been purchased by the Lessee and delivered to the Bond Trustee for cancellation, all fees and expenses of the Bond Trustee and all other sums payable have been paid, or provision shall have been made for the payment of the same, then the Bond Indenture and the Trust Estate and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such events, upon the request of the County, the Bond Trustee shall assign and transfer to the Lessee all property then held by the Bond Trustee and shall execute such documents as may be reasonably required by the County and shall turn over any surplus in any Fund as a duly authorized officer of the Lessee shall direct in writing.

Payment of any outstanding Bonds of any one or more series, or any maturity within a series, shall prior to the maturity or redemption date thereof be deemed to have been provided for if (i) in case such Bonds are to be redeemed on any date prior to their maturity, the Lessee shall have given to the Bond Trustee in form satisfactory to it irrevocable instructions to give notice of redemption of such Bonds, (ii) there shall have been deposited with the Bond Trustee

either moneys in an amount which shall be sufficient, or United States Government Obligations which shall not contain provisions permitting the redemption thereof at the option of the issuer before the date the principal thereof will be required, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which together with the moneys, if any, deposited with or held by the Bond Trustee at the same time, shall be sufficient to pay when due the principal of and premium, if any, and interest due and to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event such Bonds are not by their terms subject to redemption within the next 45 days, the Lessee shall have given the Bond Trustee in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given, a notice to the owners of such Bonds that the deposit has been made with the Bond Trustee and that payment of such Bonds has been provided for and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of and premium, if any, and interest on such Bonds. At such time as payment of any series of Bonds has been provided for as aforesaid, such series of Bonds shall no longer be secured by or entitled to the benefits of the Bond Indenture, except for the purpose of any payment from such moneys or securities deposited with the Bond Trustee.

Events of Default. Each of the following is defined as and shall be deemed an "Event of Default":

(a) Default in the payment of the principal of or premium, if any, on any Bond when the same shall become due and payable, whether by acceleration, at the stated maturity thereof, on a sinking fund payment date, or upon proceedings for redemption.

(b) Default in the payment of any installment of interest on any Bond when the same shall become due and payable.

(c) Default shall be made in the observance or performance of any covenant, contract or other provision in the Bonds or the Bond Indenture contained (other than as referred to in (a), (b) or (g) of this paragraph) and such default shall continue for a period of thirty days after written notice to the County and the Bond Trustee from the owners of at least 25% in aggregate principal amount of the Bonds then Outstanding or to the County from the Bond Trustee specifying such default and requiring the same to be remedied, provided, with respect to any such failure described in this clause (c), no Event of Default shall be deemed to have occurred so long as a course of action adequate to remedy such failure shall have been commenced within such 30 day period and shall thereafter be diligently prosecuted to completion and the failure shall be remedied thereby.

(d) The occurrence of an "event of default" under the Lease; provided, however, that if any such event of default is waived or cured pursuant to the Lease, such event of default shall also be deemed to be waived or cured.

(e) The occurrence of an "event of default" under the Tax Regulatory Agreement; provided however, that if any such event of default is waived or cured pursuant to the Tax Regulatory Agreement, such event of default shall also be deemed to be waived or cured.

(f) Commencement by the County of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or any other applicable Federal or state law of similar import, or the consent or acquiescence by the County to the commencement of a case under such Code or law or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of the County or the Trust Estate, or the taking of action by the County in furtherance of any such action and, in the case of any such event, a court shall not have limited such case, petition or possession so as to remove the Trust Estate from the control, supervision and jurisdiction of such court or custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official within 90 days after such commencement, consent or acquiescence.

(g) Default in the performance, or breach, of any covenant or warranty of the County in the Bond Indenture or of the Lessee in the Lease or the Tax Regulatory Agreement, which default or breach in the opinion of nationally recognized bond counsel delivered to the Bond Trustee adversely affects, or unless cured could adversely affect, any exemption from federal income taxation of interest on any Bond of any series, and continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the County and the Lessee by the Bond Trustee, or by any Bondholder of such series with a copy to the Bond Trustee, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a notice of default; provided, however, that if such default or breach cannot be corrected within such 30-day period, but can together with any such adverse effect on any such exemption be corrected with due diligence, it shall not constitute an event of default if corrective action is instituted by the County or the Lessee, as the case may be, within such 30-day period and diligently pursued until such default or breach and such effect thereof is cured.

(h) The occurrence of an "event of default," under the Master Loan Agreement as defined therein.

Remedies on Events of Default. Upon the occurrence of an Event of Default, the Bond Trustee shall have the following rights and remedies:

(a) Acceleration. The Bond Trustee may, or (i) at the request of any surety obligated thereon (except with respect to an Event of Default described in clause (g) of the preceding paragraph), or (ii) upon the written request of the owners of not less than 50% in aggregate principal amount of Bonds then Outstanding (with the written consent of the surety obligated on any insurance policy issued in respect of such Bonds), shall, by notice in writing given to the County and the Lessee, declare the principal amount of all Bonds then Outstanding and the interest accrued thereon to be immediately due and payable and said principal and interest shall thereupon become immediately due and payable.

If an Event of Default (except an Event of Default described in clause (g) of the preceding paragraph) occurs and is continuing in respect of the Bonds of any series which are insured by an insurance policy, then and in every such case the Bond Trustee shall, at the request of the surety obligated thereon, if such surety has advanced to the Bond Trustee funds which, together with funds then held by the Bond Trustee under the Bond Indenture, are sufficient to pay the principal of and accrued interest on such Bonds in full, declare the principal of all such Outstanding Bonds to be due and payable immediately, by a notice in writing to the

County and the Lessee, and upon any such declaration such principal shall become immediately due and payable.

If an Event of Default described in clause (g) occurs and is continuing, then and in every such case the Bond Trustee or the holders of not less than 50% in aggregate principal amount of the Outstanding Bonds of the affected series may (with the written consent of the surety obligated on any insurance policy issued in respect of such Bonds) declare the principal of all the Outstanding Bonds of such series to be immediately due and payable by a notice in writing to the County and the Lessee, and upon any such declaration such principal shall become immediately due and payable.

(b) Legal Proceedings. The Bond Trustee may (with the written consent of the surety obligated on any insurance policy issued in respect of such Bonds), by mandamus, or other suit, action or proceeding at law or in equity, enforce the rights of the Bondholders, and require the County, the Lessee, the Affiliates or any of them to carry out the agreements with or for the benefit of the Bondholders, and to perform its or their duties, under the law, the Lease, the Master Loan Agreement and the Bond Indenture. The Bond Trustee may also (with the written consent of the surety obligated on any insurance policy issued in respect of such Bonds), by action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

(c) Receivership. Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Bond Trustee and of the Bondholders, the Bond Trustee shall be entitled as a matter of right (with the written consent of the surety obligated on any insurance policy issued in respect of such Bonds) to the appointment of a receiver or receivers of the Trust Estate, and of the rents, revenues, income, products and profits thereof, pending such proceedings, but, notwithstanding the appointment of any receiver, trustee or other custodian, the Bond Trustee shall be entitled to the possession and control of any cash, securities or other instruments at the time held by, or payable or deliverable under the provisions of the Bond Indenture to, the Bond Trustee.

(d) Suit for Judgment on the Bonds. The Bond Trustee shall be entitled to sue for and recover judgment (with the written consent of the surety obligated on any insurance policy issued in respect of such Bonds), either before or after or during the pendency of any proceedings for the enforcement of the Bond Indenture, for the enforcement of any of its rights, or the rights of the Bondholders, but any such judgment against the County shall be enforceable only against the Trust Estate. No recovery of any judgment by the Bond Trustee shall in any manner or to any extent affect the Bond Indenture or any rights, powers or remedies of the Bond Trustee, or any rights, powers or remedies of the owners of the Bonds, but such rights, powers and remedies of the Bond Trustee and of the Bondholders shall continue unimpaired as before.

(e) Actions Under Master Loan Agreement or Guaranty Agreement. The Bond Trustee may take any actions provided in the Master Loan Agreement or Guaranty Agreement.

Majority of Bondholders May Control Proceedings. The owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing executed and delivered to the Bond Trustee, to direct the time, method and place of conducting all proceedings to be taken

in connection with the enforcement of the terms and conditions of the Bond Indenture, or for the appointment of a receiver, or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof. The Bond Trustee shall not be required to act on any direction given to it unless indemnified as provided in the Bond Indenture.

Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Bond Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy, unless a default has occurred of which the Bond Trustee has been notified as provided, or of which it is deemed to have notice, nor unless such default shall have become an Event of Default and the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding shall have made written request to the Bond Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore described or to institute such action, suit or proceeding in its own name, nor unless they have also offered to the Bond Trustee indemnity as provided nor unless the Bond Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are declared in every case at the option of the Bond Trustee to be conditions precedent to the execution of the powers and trusts of the Bond Indenture, and to any action or cause of action for the enforcement of the Bond Indenture, or for the appointment of a receiver or for any other remedy, it being understood and intended that no one or more owners of the Bonds shall have the right in any manner whatsoever to affect, disturb or prejudice the Bond Indenture by his, her or their action or to enforce any right except in the manner provided and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided and for the equal benefit of the owners of all Bonds then Outstanding. Nothing in the Bond Indenture contained shall, however, affect or impair the right of any owner of Bonds to enforce the payment, by the institution of any suit, action or proceeding in equity or at law, of the principal of, premium, if any, or interest on any Bond at and after the maturity thereof, or the obligation of the County to pay the principal of, premium, if any, and interest on each of the Bonds to the respective owners of the Bonds at the time and place, from the source and in the manner therein and in the Bonds expressed.

Supplemental Bond Indentures Not Requiring Consent of Bondholders. The County and the Bond Trustee may (with the written consent of the surety obligated on any insurance policy issued in respect of such Bonds), without the consent of, or notice to, the Bondholders, enter into such indentures supplemental hereto (which supplemental indentures shall thereafter form a part hereof) for any one or more or all of the following purposes;

(a) To add to the covenants and agreements contained in the Bond Indenture other covenants and agreements thereafter to be observed for the protection or benefit of the Bondholders;

(b) To cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in the Bond Indenture, or to make any provisions with respect to matters arising under the Bond Indenture or for any other purpose if such provisions do not adversely affect the interests of the owners of the Bonds;

- (c) To subject to the Bond Indenture additional revenues, properties or collateral;
- (d) To provide for the issuance of and provide terms for Additional Bonds;
- (e) To permit the Bond Trustee to enter into agreements with depositories or other institutions in order that such institutions may perform the duties of paying agent and/or transfer agent for the Bonds; or
- (f) To modify, amend or supplement the Bond Indenture or any indenture supplemental thereto in such manner, not adverse, in the opinion of the Bond Trustee, to the interest of the owners of Bonds, as to permit the qualification under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or under any state Blue Sky Law.

Supplemental Bond Indentures Requiring Consent of Bondholders. The owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding or the owners of not less than a majority in aggregate principal amount of the Bonds of any series then Outstanding affected thereby, in case one or more but fewer than all series of Bonds then Outstanding thereunder are so affected, shall have the right, from time to time, to consent to and approve the execution by the County and the Bond Trustee (with the written consent of the surety obligated on any insurance policy issued in respect of such Bonds) of such supplemental indenture or indentures as shall be deemed necessary or desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Bond Indenture; provided, however, that without the consent of the owners of all the Bonds at the time Outstanding, nothing shall permit or be construed as permitting:

- (a) An extension of the maturity of, or a reduction of the principal amount of, or a reduction of the rate of, or extension of the time of payment of interest on, or a reduction of a premium payable upon any redemption of, any Bond;
- (b) The deprivation of the owner of any Bond then outstanding of any lien created by the Bond Indenture (other than as permitted thereby when such Bond was initially issued);
- (c) A privilege or priority of any Bond or Bonds over any other Bond or Bonds except as specifically permitted by the Bond Indenture; or
- (d) A reduction in the aggregate principal amount of the Outstanding Bonds required for consent to such supplemental indenture.

If at any time the County shall request that the Bond Trustee enter into such supplemental indenture, the Bond Trustee shall, upon being reasonably indemnified by the Lessee with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given to the County and the Lessee and to the owners of Bonds by mailing a copy of such notice to their addresses as the same shall last appear upon the registration books.

Amendments of the Lease Not Requiring Consent of Bondholders. The County and the Bond Trustee may without the consent of or notice to the Bondholders consent to any amendment, change or modification of the Lease as may be required (i) by the provisions of the Lease or the Bond Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission or (iii) in connection with any other change therein which, in the judgment of the Bond Trustee, is not to the prejudice of the Bond Trustee or the owners of the Bonds.

Amendments, Etc., of the Lease Requiring Consent of Bondholders. Neither the County nor the Bond Trustee shall consent to any other amendment, change or modification of the Lease without the giving of notice and the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds at the time outstanding, or the owners of not less than a majority in aggregate principal amount of the Bonds of any series then outstanding affected thereby, in case one or more but fewer than all series of Bonds then Outstanding are so affected.

DEMENT—MERIDIAN 57-8720

LAFAYETTE COUNTY, MISSISSIPPI

General Description. The County is located in the brown loam soil area of the north central section of the State and has a land area of 669 square miles. The county seat, the City of Oxford, is located 50 miles west of Tupelo, Mississippi, 70 miles south of Memphis, Tennessee, and 165 miles north of Jackson, the capital city of the State.

Population. The population of the County has been recorded as follows:

<u>1990</u>	<u>1980</u>	<u>1970</u>	<u>1960</u>
31,826	31,030	24,181	21,355

SOURCE: United States Department of Commerce, Bureau of the Census, 1990 Census of Population and Housing, August, 1991.

United States Department of Commerce, Bureau of the Census, 1980 Census of Population and Housing, March, 1981.

United States Department of Commerce, Bureau of the Census, Census of Population 1960, May, 1963.

Per Capita Income.

<u>Year</u>	<u>County</u>	<u>Mississippi</u>	<u>United States</u>	<u>County as % of U.S.</u>
1994	\$14,809	\$15,828	\$21,696	68.26
1993	13,792	14,713	20,812	66.27
1992	13,140	14,025	20,147	65.22
1991	12,245	13,214	19,201	63.77
1990	11,599	12,578	18,635	62.24

SOURCE: United States Bureau of Economic Analysis, Regional Economics Information System, Mississippi Personal Income by Major Source, 1990-1994, April, 1996.

Retail Sales.

<u>State Fiscal Year Ended June 30</u>	<u>Amount</u>
1996	\$279,721,755
1995	283,640,249
1994	252,449,018
1993	245,595,018
1992	221,490,096

SOURCE: Mississippi State Tax Commission, Annual Report, for fiscal years indicated.

DEMENT—MERIDIAN 57-8720

Unemployment Statistics.

	<u>1997</u>	<u>1996</u>	<u>1995</u>	<u>1994</u>	<u>1993</u>
January	2.2	2.6	2.4	2.6	2.9
February	1.9	3.2	2.2	2.4	2.6
March	2.1	3.5	1.9	2.2	2.5
April	1.4	2.8	1.5	1.8	2.4
May	2.6	3.6	2.2	2.0	2.4
June	-	3.6	4.1	3.7	3.7
July	-	3.4	3.4	3.7	3.2
August	-	3.0	3.9	3.0	2.6
September	-	1.9	2.8	1.6	2.0
October	-	2.2	2.2	1.5	1.9
November	-	1.7	2.1	1.5	1.9
December	-	1.6	1.9	1.5	1.8
Annual Average	-	2.8	2.5	2.3	2.4

SOURCE: Mississippi Employment Security Commission, Research and Statistics Department, July, 1997.

Employment Statistics.

	<u>1996</u>	<u>1995</u>	<u>1994</u>	<u>1993</u>	<u>1992</u>
RESIDENCE BASED EMPLOYMENT					
Civilian Labor Force	16,250	16,170	15,750	15,190	15,400
Unemployed	450	410	360	370	940
Unemployment Rate	2.8	2.5	2.3	2.4	6.1
Employed	15,800	15,760	15,390	14,820	14,460
Nonagricultural Wage and Salary Workers	14,430	14,370	13,960	13,310	13,020
Other Nonagricultural Workers	1,080	1,110	1,150	1,210	1,150
Agricultural Workers	290	280	280	300	290
ESTABLISHMENT BASED EMPLOYMENT					
Manufacturing	1,920	2,140	2,170	2,120	2,020
Nonmanufacturing	13,540	13,540	13,090	12,270	12,020
Construction	580	580	560	510	580
Transportation and Public Utilities	340	330	360	330	310
Wholesale and Retail Trade	3,160	3,040	2,930	2,790	2,820
Finance, Insurance and Real Estate	350	360	390	360	310
Service and Miscellaneous	2,900	2,740	2,480	2,420	2,220
Government	6,490	6,490	6,370	5,860	5,780

SOURCE: Mississippi Employment Security Commission, Annual Averages, Mississippi by Counties, 1987-96, April, 1997.

DEMENT—MERIDIAN 57-8720

UNION COUNTY, MISSISSIPPI

General Description. The County is located in the flatwoods and pontotoc ridge soil areas of the northeaster section of the State and has a land area of 417 square miles. The county seat, the City of New Albany, is located 21 miles northwest of Tupelo, Mississippi, 82 miles southeast of Memphis, Tennessee, and 181 miles northeast of Jackson, the capital city of the State.

Population. The population of the County has been recorded as follows:

<u>1990</u>	<u>1980</u>	<u>1970</u>	<u>1960</u>
22,085	21,741	19,096	18,904

SOURCE: United States Department of Commerce, Bureau of the Census, 1990 Census of Population and Housing, August, 1991.

United States Department of Commerce, Bureau of the Census, 1980 Census of Population and Housing, March, 1981.

United States Department of Commerce, Bureau of the Census, Census of Population 1960, May, 1963.

Per Capita Income.

<u>Year</u>	<u>County</u>	<u>Mississippi</u>	<u>United States</u>	<u>County as % of U.S.</u>
1994	\$15,703	\$15,828	\$21,696	72.38
1993	14,883	14,713	20,812	71.51
1992	14,031	14,025	20,147	69.64
1991	12,917	13,214	19,201	67.27
1990	12,301	12,578	18,635	66.01

SOURCE: United States Bureau of Economic Analysis, Regional Economics Information System, Mississippi Personal Income by Major Source, 1990-1994, April, 1996.

Retail Sales.

<u>State Fiscal Year Ended June 30</u>	<u>Amount</u>
1996	\$173,568,956
1995	150,962,873
1994	145,448,739
1993	134,936,137
1992	126,503,408

SOURCE: Mississippi State Tax Commission, Annual Report, for fiscal years indicated.

DEMENT—MERIDIAN 57-8720

Unemployment Statistics.

	<u>1997</u>	<u>1996</u>	<u>1995</u>	<u>1994</u>	<u>1993</u>
January	4.0	5.6	4.3	6.0	5.0
February	4.3	8.5	4.2	5.9	5.3
March	4.2	8.2	4.2	6.3	5.4
April	3.3	8.1	4.1	5.9	5.2
May	4.1	10.5	5.0	6.7	5.0
June	-	8.5	8.1	6.9	6.0
July	-	6.6	6.7	5.7	4.8
August	-	5.4	6.6	5.8	4.7
September	-	4.1	5.8	5.6	4.4
October	-	3.9	5.0	4.7	3.9
November	-	4.3	5.3	4.5	4.0
December	-	3.3	5.1	4.3	4.8
Annual Average	-	6.5	5.4	5.7	4.9

SOURCE: Mississippi Employment Security Commission, Research and Statistics Department, July, 1997.

Employment Statistics.

	<u>1996</u>	<u>1995</u>	<u>1994</u>	<u>1993</u>	<u>1992</u>
RESIDENCE BASED EMPLOYMENT					
Civilian Labor Force	12,310	12,250	12,260	11,940	11,590
Unemployed	800	660	700	580	710
Unemployment Rate	6.5	5.4	5.7	4.9	6.1
Employed	11,510	11,590	11,560	11,360	10,880
Nonagricultural Wage and Salary Workers	10,330	10,460	10,320	10,070	9,650
Other Nonagricultural Workers	830	790	890	930	870
Agricultural Workers	350	340	350	360	360
ESTABLISHMENT BASED EMPLOYMENT					
Manufacturing	3,550	3,940	4,560	4,470	4,170
Nonmanufacturing	4,520	4,160	4,130	4,030	4,090
Construction	310	190	170	160	150
Transportation and Public Utilities	210	120	150	210	270
Wholesale and Retail Trade	1,640	1,560	1,550	1,440	1,480
Finance, Insurance and Real Estate	220	210	190	190	200
Service and Miscellaneous	1,070	1,050	1,060	1,040	980
Government	1,070	1,030	1,010	990	1,010

SOURCE: Mississippi Employment Security Commission, Annual Averages, Mississippi by Counties, 1987-96, April, 1997.

INVESTMENT CONSIDERATIONS

The ability of the Lessees and BMHCC to generate revenues in amounts sufficient to meet their respective obligations is dependent upon many factors and subject to conditions which may change in the future to an extent and with effects that cannot be determined at this time. Such conditions include, in addition to those mentioned below, the confidence of physicians, changes in the economic conditions of the various service areas, the demand for the healthcare services, competition, rates, third-party reimbursement, natural disasters, government regulation and licensing requirements and future economic and other conditions (including the impact of inflation) which may change in the future and which are not determinable at this time.

In addition, the Lessee and BMHCC are health care providers which derive a significant portion of their revenues from Medicare, Medicaid, and other third party payor programs. The receipt of future revenues is therefore also subject to, among other factors, federal and state policies affecting the health care industry and other conditions which are impossible to predict. Such conditions may include difficulties in increasing and collecting room charges and other fees charged in amounts sufficient to maintain the scope and quality of health services and changes in reimbursement or prospective payment policies. The effect of recently enacted laws and regulations and of changes in federal and state laws and policies cannot be fully or accurately determined at this time.

The following factors should be considered by a prospective purchaser of the Series 1997 Bonds in evaluating the Lessees' ability to meet their various obligations. This discussion of risk factors is not, and is not intended to be, exhaustive.

Availability of Admitting Physicians and Nurses. Substantially all the revenues of the Lessees and BMHCC are derived from charges to patients (or reimbursement from third-party intermediaries on behalf of patients) for treatment delivered to patients admitted to the Hospitals by members of a medical staffs. Each physician has the option of admitting a particular patient, with that patient's consent, to any hospital with which the physician is affiliated. If a particular physician or group of physicians were to admit to other area hospitals patients who normally would have been admitted to Lessee hospitals, the revenues of the Lessees would decrease. In addition, there must be available physicians, nurses and other qualified health care technicians and personnel to provide the necessary health care for the patients of the Lessees.

Primary care physicians are becoming increasingly important in a managed care environment. Hospitals are competing to insure that primary care physicians are in their networks.

Federal and State Legislation and Other Actions

The Lessees and BMHCC derive a significant portion of their revenues from Medicare, Medicaid, and other third party payor programs. They are subject to federal and state regulatory actions, legislative and policy changes by those governmental and private agencies that administer Medicare, Medicaid, and other third-party payors, and actions by, among others, the Joint Commission on Accreditation of Healthcare Organizations and other federal, state, and local government agencies.

Possible federal legislation could result in major changes in both public and private financing for health care services. The purpose of any such legislation is likely to be a reduction in the rate of growth in health care costs and assurance of coverage for high risk individuals and for those who are now uninsured.

The legislation may result in significant changes in the Medicare and Medicaid programs and even in the substitution of alternatives to one or both of those programs. Modification in state law to accommodate or to implement federal legislation are also possible. At the present time, it is not possible to predict whether national healthcare reform in any form will be enacted, whether such reform will include limits on amounts that hospitals and other health care providers may charge for their services, or changes in the timing or conditions for reimbursement or what impact such reform will have on the continuing tax-exempt status and financial condition of the Lessees and BMHCC.

Medicare

General. The federal Medicare program reimburses health care facilities for services provided to Medicare beneficiaries. Medicare has been a target in recent federal budget bills for cuts designed to reduce the overall federal budget deficit. Congress is likely to consider further legislation in the future regarding eligibility for coverage and levels of payments to hospitals that may cause additional reductions in payments under the Medicare program. Outlined below are some of the factors which could have a material effect on the Medicare revenues.

Title XVIII of the Social Security Act authorizes Medicare Part A, the hospital insurance program that pays for inpatient hospital care for covered persons (generally, those aged 65 and over and the long term disabled), home health services, and certain skilled nursing services, and Medicare Part B, a voluntary supplemental medical insurance program for outpatient care and certain ancillary services. Medicare is administered by the Health Care Financing Administration ("HCFA") of the U.S. Department of Health and Human Services ("HHS"). The Part A program is primarily financed by payroll taxes held in the Federal Hospital Insurance Trust Fund (the "Trust Fund"), from which expenditures to participating hospitals and other health care providers are paid. According to various projections, the Trust Fund will be exhausted at some time in the not distant future. The Part B program is financed by premium payments by enrollees (or by states under Medicaid) and by appropriations by the federal government to the Federal Supplementary Medical Insurance ("SMI") Trust Fund. In April 1992, the Board of Trustees of the SMI Trust Fund reported that the SMI Trust Fund is actuarially sound but expressed concern about past and projected rapid growth in the cost of the program. The Board of Trustees of the SMI Trust Fund recommended that Congress control costs either through specific program legislation or through approval of comprehensive health care reform.

Health care providers, including hospitals, may participate in Medicare, subject to certain conditions of participation and upon acceptance of a provider agreement by the HHS Secretary. By statute, participating providers are required, among other things, to limit charges to Medicare beneficiaries, comply with "anti-dumping" rules prohibiting inappropriate patient transfers (applicable to all patients with emergency medical conditions), comply with certain civil rights provisions, and maintain an agreement with a peer review organization. Medicare providers are also subject to regulation by state health agencies, which award operating licenses and perform certain delegated administrative functions. Failure to remain in compliance with any program requirements may subject the Medicare provider to fines or to suspension or expulsion from the program. Only enumerated services are eligible for reimbursement. Medicare providers are also subject to periodic audits of charges submitted for reimbursement, which could result in recoupment of payments previously made to the provider.

Prospective Payment System. Reimbursement is made under Medicare Part A for inpatient hospital services provided to Medicare beneficiaries. Under its prospective payment system ("PPS") of reimbursement Medicare pays a predetermined rate for each covered hospitalization, plus certain payment adjustments described below. Each such hospitalization is classified into one of several hundred diagnosis related groups ("DRGs") which determines the PPS base payment rate for the hospitalization. The PPS payment rate is not related to the actual cost incurred by a specific hospital in treating a patient. It is a fixed sum, generally based on national DRG rates, a Hospital Wage Index intended to reflect geographic differences in the costs of labor, and the hospital's location in a county classified as "large urban," "other urban," or "rural." Several hospital characteristics are reflected in payment adjustments. PPS payment rates are adjusted on an annual basis by HCFA and/or Congress and thus are subject to deficit reduction measures affecting the federal budget generally and/or the Medicare program specifically. There is no guarantee that such Medicare reimbursement rates, as they change from time to time, will cover actual costs of providing services and supplies (such as pharmaceuticals) to Medicare patients.

Capital Costs. Pursuant to the Omnibus Budget Reconciliation Act of 1987, HCFA published final regulations in 1991 implementing a prospective payment system for capital costs (including interest expense, depreciation, taxes, insurance and similar expenses for plant and equipment) that will be phased in over a 10-year transition period beginning October 1, 1991.

Upon completion of the transition period, all hospitals will be paid based on a prospectively determined rate for such costs, rather than based on the traditional reasonable cost methodology. Implementation of the capital cost prospective payment methodology could result in a reduction in total Medicare payments, thereby potentially producing an adverse effect on the financial condition of the Lessees or other Affiliates.

There can be no assurance that the capital-related PPS payments will be sufficient to cover the actual capital-related costs applicable to Medicare patient stays or to provide flexibility in meeting changing capital needs.

Outpatient and Other Services. Payments under Medicare Part B for physician services and for certain hospital outpatient services, such as outpatient laboratory and radiology services, are excluded from PPS and generally are paid on a fee screen basis, a fee screen and cost

blend basis, or an adjusted cost basis. Outpatient operating cost based reimbursement is reduced a total of 8.5% in federal fiscal years 1992 through 1998. No assurance can be given that the current methodology will continue or that fee screens will be maintained at current levels. Further, Congress, in the Omnibus Budget Reconciliation Act of 1990, directed HHS to develop a methodology whereby reimbursement for outpatient services would be based on a prospective payment system.

Audits, Exclusions, Fines and Enforcement Actions. Most hospitals are subject to audits, claims reviews and retroactive audit adjustments with respect to the Medicare program, as well as other programs, including Medicaid. Applicable laws, regulations, rules, and policies also provide for third-party payors withholding Medicare payments in certain circumstances, and such withheld payments could have an adverse effect on the ability to make payments with respect to the Bonds or on overall financial condition.

In recent years the relationships among hospitals, physicians, and other providers and suppliers have become increasingly regulated by a complex and growing body of law. This body of law includes federal and state statutes prohibiting the offering or payment of any remuneration, directly or indirectly, to induce the referral of patients or for arranging for or recommending ordering goods, services, or items for which payment may be made in whole or in part by the Medicare or Medicaid programs.

The Ethics in Patient Referral Act or "Stark Law," effective January 1, 1992, generally prohibits a physician from making referrals for the furnishing of various healthcare services for which payment is received from the Medicare program to any entity with which the physician or family member has a financial relationship. The term "financial relationship" includes any compensation arrangement with an entity for payment of any remuneration, or any direct or indirect ownership or investment interest in the entity whether by debt, equity, or otherwise. If a financial relationship exists, regardless of intent, unless the arrangement meets a statutory exception, the physician is precluded from referring patients to the entity for designated health services, and the entity is precluded from billing Medicare for any such referred services. The Stark Law contains a number of exceptions relevant to physician service contracts and other arrangements with physicians.

These laws, as well as numerous other statutes potentially applicable, generally provide for both civil and criminal sanctions for their violation. Criminal violations of the statutes are felonies, punishable by imprisonment and by significant fines for each violation. Civil penalties include not only fines, but temporary or permanent exclusion from the Medicare and Medicaid programs. Conduct which violates these statutes also has the potential for providing the basis for civil suits by competitors and others who feel they are harmed by improper conduct and for providing the basis for loss of an entity's tax exemption under Sections 501(c)(3) and 501(a) of the Internal Revenue Code.

Because the language of many of these statutes is very broad, the statutes are potentially applicable to many ordinary business arrangements pursuant to which remuneration passes between health care providers and suppliers that are in a position to make referrals to each other. There can be no assurance that challenges or investigations with respect to such arrangements will not occur in the future, or that existing arrangements will not require restructuring or elimination in order to comply with applicable laws of this nature, particularly

if the trend toward greater regulation of relationships between health care providers continues.

If an agency or court were to conclude that a program violated any of the applicable statutes, there is a possibility that a Lessee or another BMHCC Affiliate or Affiliates could be subject to a withholding of payment, excluded from participation in the Medicare and Medicaid programs, lose its federal income tax exemption under sections 501(c)(3) and 501 (a) of the Code, be assessed fines and penalties which could be substantial, and be subject to civil suits by competitors or others who claim they were harmed by such conduct. The Lessees and BMHCC follow the practice of securing legal advice with respect to each such undertaking and are not aware of any reason to believe that they are not in compliance with applicable laws and regulations.

HCFA, in its role of monitoring participating providers' compliance with conditions of participation in the Medicare program, may determine that a provider is not in compliance with such conditions. In that event, a notice of termination of participation may be issued to such provider or other sanctions potentially could be imposed. As of this date, management is not aware of any such notices pending or contemplated against a Lessee or BMHCC or any of its facilities.

Limitations on Contractual and Other Arrangements Imposed by the Internal Revenue Code

As tax-exempt organizations, the Lessee, and other Affiliates are also limited with respect to its use of practice income guarantees, reduced rent on medical office space, low interest loans, joint venture programs, and other means of recruiting and retaining physicians. The Internal Revenue Service has intensified its scrutiny of a broad variety of contractual relationships commonly entered into by hospitals and has issued a detailed audit guide suggesting that field agents scrutinize numerous activities of hospitals in an effort to determine whether any action should be taken with respect to limitations on, or revocation of, their tax exempt status or assessment of additional tax. The Internal Revenue Service has also commenced intensive audits of selected teaching hospitals to determine whether the activities of these hospitals are consistent with their continued tax-exempt status. Any suspension, limitation, or revocation of a Lessee's or Affiliate's tax-exempt status or assessment of significant tax liability would have a materially adverse effect on and might lead to loss of tax exemption of interest on the Series 1997 Bonds. The Lessees and BMHCC follow the practice of securing legal advice with respect to each such undertaking and are not aware of any reason to believe that they are not in compliance with applicable laws and regulations. See Tax Exemption for Nonprofit Hospitals, below.

Medicaid

Medicaid is a cooperative federal/state funded program designed to provide medical assistance to certain low-income persons through reimbursement to health care providers for services rendered to those persons. These services include hospital services and skilled and intermediate nursing care. The payment method employed under the Medicaid program was changed in 1981 from a retrospective to a prospective system. Reimbursement continues to be based on costs, but is calculated using costs during a base year, which are adjusted annually, for inflation and other items, rather than actual costs.

Since a portion of the Medicaid program's costs are paid by the states, the absolute level of Medicaid revenues paid to a Lessee or any Affiliate, as well as the timeliness of their receipt, may be affected by the financial condition of and budgetary factors facing a state. The actions that a state could take with regard to reducing Medicaid expenditures to accommodate any budgetary shortfalls include a change in the method of payment to hospitals, changing eligibility requirements for Medicaid recipients, and delaying actual payments due to hospitals. Any such action taken by a state could adversely affect BMHCC's financial condition. Additionally, recent concerns have been raised concerning the various means by which states raise the revenues necessary to fund the state required component of the funds for the Medicaid program. If federal legislation or regulations are promulgated or modified to limit the means by which a state may raise the necessary revenues to match federal funds, Medicaid funding in a state could be significantly and adversely affected.

(To Come - Tenn Care)

Alternative Delivery Systems and Insurers

Increased sensitivity to the cost of health care and the desire to reduce health care costs have led to substantial growth of health maintenance organizations, preferred provider organizations, and other alternative delivery systems. The growth of alternative delivery systems can have a negative impact on hospitals in several ways. A hospital that has a contract with an alternative delivery system in poor financial condition may be responsible for providing care even though the alternative delivery system is unable to pay the hospital for the services.

Malpractice Claims and General Liability Insurance

Malpractice and general liability suits and other actions alleging wrongful conduct and, in some instances, seeking punitive damages are often filed against hospitals. While the Lessees and other Affiliates carry malpractice and general liability insurance which management considers adequate, management is unable to predict the availability or cost of such insurance in the future.

Changes in Health Care Delivery

General. Efforts by health insurers and governmental agencies to limit the cost of hospital service and to reduce utilization of hospital facilities may reduce future revenues.

Technology and Services. Scientific and technological advances, new procedures, drugs and appliances, preventive medicine, occupational health and safety, and outpatient health care delivery may reduce utilization and revenues of the Lessees and other Affiliates in the future. Technological advances in recent years have accelerated the trend toward the use by hospitals of sophisticated and costly equipment and services for diagnosis and treatment. The acquisition and operation of certain equipment or services may continue to be a significant factor in hospital utilization, but the ability of the Lessees and other Affiliates to offer such

equipment or services may be subject to the availability of equipment or specialists, governmental approval, or the ability to finance such acquisitions or operations.

Competition. Increased competition from a wide variety of potential sources, including, but not limited to, other hospitals, inpatient and outpatient health care facilities, clinics, physicians, and others could adversely affect the utilization and revenues of the Lessees and other Affiliates. Existing and potential competitors may not be subject to various restrictions applicable to the Lessees and other Affiliates, and competition may, in the future, arise from new sources not currently anticipated or prevalent.

Licensing, Surveys, Investigations, and Audits

On a regular basis, health facilities, including those owned and operated by BMHCC and its Affiliates, are subject to numerous legal, regulatory, professional, and private licensing, certification, and accreditation requirements. These include, but are not limited to, requirements relating to Medicare and Medicaid participation and payment, state licensing agencies, private payors, and the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"). Renewal and continuance of certain of these licenses, certifications, and accreditation are based on inspections, surveys, audits, investigations, or other reviews, some of which may require or include affirmative action or response. These activities generally are conducted in the normal course of business of health care facilities. Nevertheless, an adverse determination could result in a loss or reduction in the scope of licensure, certification, or accreditation, or could reduce the payment received or require repayment of amounts previously remitted. Actions in any of these areas could result in the loss of utilization or revenues or the ability to operate all or a portion of facilities, and, consequently, could adversely affect the ability of the Lessees and BMHCC to make principal, interest, and premium, if any, payments on the Series 1997 Bonds.

Tax Exemption for Nonprofit Hospitals

The tax-exempt status of nonprofit corporations and the exclusion of income earned by them from taxation has been the subject of review by various federal, state, and local legislative, regulatory, and judicial bodies. This review has included proposals to broaden and strengthen existing federal tax law with respect to unrelated business income of nonprofit corporations. In November 1991, the Internal Revenue Service ("IRS") issued a General Counsel Memorandum ("GCM") that will in the future significantly affect both existing and future joint ventures between physicians and tax-exempt hospitals. This GCM: (1) recommends the revocation of several private letter rulings that had previously approved so-called "net revenue stream purchase joint ventures"; (2) modifies a prior GCM to make it clear that the IRS does not believe that entering into a physician joint venture solely or principally in order to maintain or enhance a hospital's market share furthers a hospital's charitable purposes; and (3) clarifies that violation of the Medicare antifraud and abuse law (or other state or federal laws) by a tax-exempt provider may jeopardize the provider's federal tax exemption. If the IRS determines that an exempt organization has not been operated exclusively for charitable purposes, the IRS may retroactively revoke the tax-exempt status of such organization which, if applicable to a Lessee, or another Affiliate or Affiliates, could have an adverse effect on the tax-exempt status of the Series 1997 Bonds. By this pronouncement, the IRS has raised an industry-wide concern as to the effect of commonly used physician joint ventures and other arrangements on the tax-exempt status of hospitals.

In addition to proposals with respect to income earned by nonprofit corporations, various states and local governmental bodies have challenged the tax-exempt status of such institutions and have sought to remove the exemption from real estate taxes of part or all of the property of various nonprofit institutions on the grounds that a portion of such property was not being used to further the charitable purposes of the institution or that the institution did not provide sufficient care to indigent persons so as to warrant exemption from taxation as a charitable institution. Several of these disputes have been determined in favor of the taxing authorities or have resulted in settlements.

Environmental Laws and Regulations

Hospitals are subject to a wide variety of federal, state and local environmental and occupational health and safety laws and regulations which address, among other things, hospital operations or facilities and properties owned or operated by hospitals. Among the types of regulatory requirements faced by hospitals are: air and water quality control requirements; waste management requirements; specific regulatory requirements applicable to asbestos, polychlorinated biphenyls, and radioactive substances; requirements for providing notice to employees and members of the public about hazardous materials handled by or located at the hospital; requirements for training employees in the proper handling and management of hazardous materials and wastes; and other requirements.

In their roles as owners or operators of properties or facilities, hospitals may be subject to liability for investigating and remedying any hazardous substances which have come to be located on the property, including any such substances that may have migrated off the property. Typical hospital operations include, but are not limited to, in various combinations, the handling, use, storage, transportation, disposal, and discharge of infectious, toxic, radioactive, flammable, and other hazardous materials, wastes, pollutants, or contaminants. As such, hospital operations are particularly susceptible to the practical, financial, legal risks associated with compliance with such laws and regulations. Such risks may result in damage to individuals, property, or the environment; may interrupt operations or increase their cost; may affect the ability to renovate or otherwise modify property; may result in legal liability, damages, injunctions, or fines; and may result in investigations, administrative proceedings, penalties, or other governmental agency actions. There can be no assurance that a Lessee, or another Affiliate or Affiliates will not encounter such risks in the future, and such risks may result in material adverse consequences to the operations or financial condition of a Lessee or BMHCC.

Management of BMHCC does not represent that all its Affiliates are in compliance with all environmental laws or regulations but is not aware of any lack of compliance which, in its judgment, would materially affect the value of or continuation of operations of any of its Affiliates.

Other Risk Factors

In the future, the following factors, among others, may adversely affect the operations of health care providers to an extent that cannot be determined at this time.

(1) Any termination or alteration of existing agreements with individual physicians and physician groups who render services to patients or any termination or alteration of

DEMENT—MERIDIAN 57-8720

referral patterns by individual physicians and physician groups with whom a Lessee or other Affiliates do not have contractual arrangements.

(2) Adoption of legislation which would establish a national health program.

(3) The effect of any future unionization of employees and employee strikes and other adverse labor actions that could result in a substantial reduction in revenues without corresponding decreases in costs.

(4) Reduced need for hospitalization or other services arising from future medical and scientific advances.

(5) Any substantial increase in the quantity of indigent care provided which is mandated in order to, for example, maintain tax-exempt status.

(6) Efforts by insurers and governmental agencies to limit the cost of hospital services, to reduce the number of beds, and to reduce the utilization of hospital facilities by such means as preventive medicine, improved occupational health and safety and outpatient care, or comparable regulations or attempts by third-party payors to control or restrict the operations of certain health care facilities.

(7) Developments adversely affecting the federal or state tax-exempt status of nonprofit organizations.

(8) Cost and availability of any insurance, such as professional liability, fire, automobile, and general comprehensive liability coverage.

(9) Adoption of legislation mandating participation in Medicaid or creating a national certificate of need program for mandated peer review programs.

(10) Limitations on the availability of and increased compensation necessary to secure and retain nursing and technical personnel.

TAX EXEMPTION

In the opinion of Watkins, Ludlam & Stennis, P.A., Bond Counsel, to be delivered at the time of original delivery of the Series 1997 Bonds, under existing laws, regulations, rulings and judicial decisions, interest on the Series 1997 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal tax purposes of interest on the Series 1997 Bonds. Lafayette County, Union County, North Mississippi Hospital and Union County Hospital have covenanted to comply with certain covenants designed to assure that interest on the Series 1997 Bonds will not become includable in gross income. Failure to comply with these covenants may result in such interest being included in gross income, possibly from the date of delivery of the Series 1997 Bonds. The opinion of Bond Counsel assumes compliance with these covenants. Bond Counsel has not undertaken to determine, or inform any person, whether

any actions taken or not taken or events occurring or not occurring after the date of original delivery of the Series 1997 Bonds may affect the tax status of the interest on the Series 1997 Bonds.

Bond Counsel is further of the opinion that interest on the Series 1997 Bonds is not a specific preference item for purposes of the Code's alternative minimum tax provisions; however, such interest will be included in the "adjusted current earnings" of certain corporations.

Although Bond Counsel has rendered an opinion that interest on the Series 1997 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes, the accrual or receipt of such interest may otherwise affect the federal income tax liability of the recipient, including particularly certain recipients such as banks, thrift institutions, property and casualty insurance companies, social security recipients and Subchapter S corporations, among others. The extent of these other tax consequences will depend upon the recipient's particular tax status or other item of income or deduction. Bond Counsel expresses no opinion regarding any such consequences, and investors should consult their tax advisors regarding the impact of the receipt of such income upon them.

Bond Counsel has opined that interest on the Series 1997 Bonds held by Mississippi residents is exempt from Mississippi income tax.

LITIGATION

There is no litigation now pending against Lafayette County, Union County, North Mississippi Hospital, Union County Hospital or BMHCC, to the knowledge of their respective officers, threatened against them which seeks to restrain or enjoin the issuance, sale, execution, or delivery of the Series 1997 Bonds, or which in any way contests or affects the validity of the Series 1997 Bonds, any proceeding of Lafayette County, Union County, North Mississippi Hospital or Union County Hospital taken concerning the issuance or sale thereof, the security provided for the payment of the Series 1997 Bonds, or the existence of powers of Lafayette County and Union County relating to the issuance of the Series 1997 Bonds. See _____ in Exhibit B.

LEGAL MATTERS

The legality of the Series 1997 Bonds will be subject to the approval of Watkins Ludlam & Stennis, P.A., as Bond Counsel, whose opinion will be delivered with the Series 1997 Bonds. The opinion of Bond Counsel is expected to be in substantially the form of Exhibit E. Certain legal matters will be subject to the approval of Harris, Shelton, Dunlap and Cobb, L.L.P.C., Memphis Tennessee as counsel to BMHCC and the Lessees and by Hickman, Summers, Goza & Gore, Oxford, Mississippi, as counsel to Lafayette County, and Hickman, Summers, Goza and Gore, New Albany, Mississippi, as counsel to Union County. Certain legal matters will be passed on by Friday, Eldredge & Clark, as counsel to the Placement Agent.

FINANCIAL STATEMENTS

The financial statements of BMHCC included in Exhibit B to this Private Placement Memorandum have been audited by Arthur Andersen LLP independent certified public

PRIVATE PLACEMENT

Stephens Inc. (the "Placement Agent") has agreed to arrange for the purchase of the Series 1997 Bonds from Lafayette County and Union County for a fee of __% of the initial reoffering prices set forth on the cover page hereof, subject to certain conditions. BMHCC has agreed to indemnify the Placement Agent and Lafayette County and Union County against certain liabilities, including certain liabilities arising under federal and state securities laws in connection with the offering of the Series 1997 Bonds.

MISCELLANEOUS

The descriptions of provisions of the Series 1997 Bonds, the Bond Indentures, and the Tax Regulatory Agreements set forth above and all references to other materials not purporting to be quoted in full, are only brief summaries of certain provisions thereof, do not constitute complete statements of such documents or provisions thereof and do not themselves constitute contractual commitments by any person. All such descriptions are further qualified in their entirety by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the possible exercise of judicial discretion in enforcing such rights. Reference is hereby made to the complete documents for further information, copies of which are available from the offices of Stephens Inc., Stephens Building, 23rd Floor, 111 Center Street, Little Rock, Arkansas 72201, prior to delivery of the Series 1997 Bonds and, thereafter, from the principal corporate trust office of the Bond Trustee. Any statements made in this Private Placement Memorandum, including the Appendices hereto involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of such opinions or estimates will be realized.

This Private Placement Memorandum has been duly approved, executed and delivered by Lafayette County, Union County and the Lessees. Lafayette County and Union County make no representations concerning any of the information set forth herein, however, except the information relating to Lafayette County and Union County, respectively, under the captions LAFAYETTE COUNTY, MISSISSIPPI, UNION COUNTY MISSISSIPPI AND NO LITIGATION.

LAFAYETTE COUNTY, MISSISSIPPI

By _____
Title _____

UNION COUNTY, MISSISSIPPI

By _____
Title _____

BMH - UNION COUNTY, INC.

By _____
Title _____

BMH - NORTH MISSISSIPPI, INC.

By _____
Title _____

Summary

Baptist Memorial Health Care Corporation
Summary
Historical Statistical Information

	<u>1994</u>	<u>1995</u>	<u>1996</u>	(nine months) <u>1997</u>
ADMISSIONS	93,555	95,542	90,823	72,908
PATIENT DAYS	563,652	535,977	509,909	384,911
PAYOR MIX				
% MEDICARE	42.93%	45.50%	47.88%	49.79%
% MEDICAID	12.10%	15.00%	14.56%	13.93%
AVERAGE DAILY CENSUS	1,544.39	1,468.51	1,397.01	1,409.93
STAFFED BEDS	2,754	2,518	2,659	2,583
PERCENT OCCUPANCY	48.30%	46.02%	46.35%	47.33%
AVERAGE LENGTH OF STAY	5.37	5.10	4.82	5.03
OUTPATIENT VISITS	394,524	486,707	401,333	306,331
EMERGENCY ROOM VISITS	280,433	282,970	231,934	191,386
INPATIENT SURGERIES	33,583	32,177	29,755	21,558
OUTPATIENT SURGERIES	39,933	38,398	36,801	27,889
BIRTHS	11,616	12,094	10,956	8,245
OPERATING REVENUES	\$799,692,285	\$866,559,678	\$896,691,882	\$693,019,085
EXCESS REVENUES OVER EXPENSES	\$33,133,080	\$98,556,001	\$111,235,631	\$87,935,709

ARTHUR ANDERSEN LLP

EXHIBIT B

Report of Independent Public Accountants

To the Board of Directors of
Baptist Memorial Health Care Corporation:

We have audited the accompanying combined balance sheets of BAPTIST MEMORIAL HEALTH CARE CORPORATION (a Tennessee nonprofit corporation) and its affiliates (as identified in Note 1, collectively referred to as "BMHCC") as of September 30, 1996 and 1995, and the related combined statements of operations and changes in net assets, and cash flows for the years then ended. These financial statements and the schedules referred to below are the responsibility of BMHCC's management. Our responsibility is to express an opinion on these financial statements and schedules based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Baptist Memorial Health Care Corporation and its affiliates as of September 30, 1996 and 1995, and the results of their operations, changes in net assets, and cash flows for the years then ended in conformity with generally accepted accounting principles.

As explained in Note 1 to the financial statements, BMHCC applied newly established financial reporting standards for not-for-profit organizations.

Our audits were made for the purpose of forming an opinion on the combined financial statements taken as a whole. The combining information included in Schedules 1 and 2 is presented for purposes of additional analysis of the combined financial statements rather than to present the individual financial position and results of operations of BMHCC's affiliates. This information has been subjected to the auditing procedures applied in our audits of the combined financial statements and, in our opinion, is fairly stated in all material respects in relation to the combined financial statements taken as a whole.

Arthur Andersen LLP

Memphis, Tennessee,
January 3, 1997.

BAPTIST MEMORIAL HEALTH CARE CORPORATION AND AFFILIATESCOMBINED BALANCE SHEETSAS OF SEPTEMBER 30ASSETS

	<u>1996</u>	<u>1995</u>
CURRENT ASSETS:		
Cash and cash equivalents	\$ 59,321,777	\$ 51,166,342
Investments, at cost, which approximates market	213,122,038	135,973,805
Patient accounts receivable, net of estimated uncollectible accounts of \$36,793,000 in 1996 and \$35,093,000 in 1995	127,994,847	122,668,685
Other receivables	12,483,184	10,001,691
Supplies and inventory	18,463,667	16,649,818
Prepaid expenses and other assets	6,590,230	7,325,313
Due from affiliates	2,982,834	886,998
Estimated settlements with third parties	4,477,042	3,740,219
Assets designated for current liabilities	<u>6,000,998</u>	<u>5,223,019</u>
Total current assets	451,436,617	353,635,890
 INVESTMENTS	 121,099,884	 108,016,121
 ASSETS WHOSE USE IS LIMITED	 75,793,245	 73,985,296
 PROPERTY AND EQUIPMENT, net	 493,041,789	 487,517,343
 OTHER ASSETS:		
Notes receivable	5,041,065	5,528,365
Investments in affiliates	5,006,032	5,177,596
Bond and loan issue costs	962,374	1,042,442
Deferred charges and other assets	7,986,254	6,674,722
Goodwill	<u>9,298,613</u>	<u>13,133,824</u>
	<u>\$1,169,665,873</u>	<u>\$1,054,711,599</u>

The accompanying notes are an integral
part of these balance sheets.

BAPTIST MEMORIAL HEALTH CARE CORPORATION AND AFFILIATESCOMBINED BALANCE SHEETSAS OF SEPTEMBER 30LIABILITIES AND NET ASSETS

	<u>1996</u>	<u>1995</u>
CURRENT LIABILITIES:		
Current portion of long-term debt	\$ 11,615,118	\$ 11,997,685
Current portion of capital lease obligations	2,249,796	2,082,603
Accounts payable	34,784,007	29,518,170
Accrued expenses	39,440,055	34,678,753
Estimated settlements with third parties	10,362,358	13,971,928
Other liabilities	<u>20,544,010</u>	<u>14,405,025</u>
Total current liabilities	118,995,344	106,654,164
LONG-TERM DEBT, net of current portion	141,943,031	151,331,441
CAPITAL LEASE OBLIGATIONS, net of current portion	15,331,114	17,202,154
RESERVE FOR SELF-INSURANCE	5,682,010	3,994,466
POSTRETIREMENT BENEFIT OBLIGATION	34,224,946	32,826,274
OTHER LONG-TERM LIABILITIES	2,745,590	1,841,301
MINORITY INTERESTS	3,635,608	2,895,299
COMMITMENTS AND CONTINGENCIES (Notes 3 and 11)		
NET ASSETS:		
Unrestricted net assets	844,029,439	735,209,737
Temporarily and permanently restricted net assets	<u>3,078,791</u>	<u>2,756,763</u>
Total net assets	<u>847,108,230</u>	<u>737,966,500</u>
	<u>\$1,169,665,873</u>	<u>\$1,054,711,599</u>

The accompanying notes are an integral part of these balance sheets.

DEMENT—MERIDIAN 57-8720

BAPTIST MEMORIAL HEALTH CARE CORPORATION AND AFFILIATES
COMBINED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30

	<u>1996</u>	<u>1995</u>
UNRESTRICTED REVENUES AND OTHER SUPPORT:		
Net patient service revenue	\$852,195,080	\$820,981,309
Other revenue	<u>44,496,802</u>	<u>45,578,369</u>
Total unrestricted revenues and other support	<u>896,691,882</u>	<u>866,559,678</u>
EXPENSES:		
Salaries and benefits	329,431,033	338,271,751
Medical supplies and drugs	131,052,509	125,577,988
Non-medical supplies and other	187,743,517	182,802,747
Professional fees	22,044,029	18,284,635
Depreciation and amortization	64,582,232	55,868,861
Interest	14,709,953	14,399,007
Provision for bad debts	<u>68,015,271</u>	<u>50,983,361</u>
Total expenses	<u>817,578,544</u>	<u>786,188,350</u>
Income from operations	<u>79,113,338</u>	<u>80,371,328</u>
NONOPERATING INCOME (EXPENSE):		
Investment income	31,775,320	19,079,605
Income from investments whose use is limited	3,659,086	3,921,812
Minority interests and other, net	<u>(3,312,113)</u>	<u>(4,816,744)</u>
Total nonoperating income	<u>32,122,293</u>	<u>18,184,673</u>
REVENUES IN EXCESS OF EXPENSES	111,235,631	98,556,001
TRANSFERS FROM/TO RESTRICTED NET ASSETS	<u>(2,415,929)</u>	<u>(27,910)</u>
Increase in unrestricted net assets	<u>108,819,702</u>	<u>98,528,091</u>
TEMPORARILY AND PERMANENTLY RESTRICTED NET ASSETS:		
Gifts and donations	1,529,239	2,487,072
Expenses, transfers from/to unrestricted net assets and other	(144,273)	(814,364)
Cumulative effect of adoption of new accounting standard	<u>(1,062,938)</u>	<u>-</u>
Increase in temporarily and permanently restricted net assets	<u>322,028</u>	<u>1,672,708</u>
INCREASE IN NET ASSETS	109,141,730	100,200,799
NET ASSETS AT BEGINNING OF YEAR	<u>737,966,500</u>	<u>637,765,701</u>
NET ASSETS AT END OF YEAR	<u>\$847,108,230</u>	<u>\$737,966,500</u>

The accompanying notes are an integral
part of these statements.

BAPTIST MEMORIAL HEALTH CARE CORPORATION AND AFFILIATES

COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED SEPTEMBER 30

	<u>1996</u>	<u>1995</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES AND NONOPERATING INCOME:		
Change in net assets	\$ 109,141,730	\$100,200,799
Adjustments to reconcile change in net assets to net cash provided by operating activities and nonoperating income-		
Depreciation and amortization	64,582,232	55,868,861
Transfers from/to restricted net assets and other	3,781,445	137,439
Changes in-		
Net patient accounts receivable	(5,326,162)	9,306,088
Supplies and inventory	(1,813,849)	(30,420)
Estimated settlements and other assets	(5,246,320)	7,184,402
Accounts payable, accrued expenses and other liabilities	184,617	(2,197,827)
Net cash provided by operating activities and nonoperating income	<u>165,303,693</u>	<u>170,469,342</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(59,423,219)	(70,564,138)
Purchases of long-term investments	(91,006,916)	(61,264,501)
Sales of long-term investments	88,474,778	53,752,281
Increase in short-term investments	(77,148,233)	(50,575,152)
Change in assets whose use is limited	(2,585,928)	3,440,912
Other, net	(4,631,748)	(9,514,927)
Net cash used in investing activities	<u>(146,321,266)</u>	<u>(134,725,525)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of debt	2,905,673	32,174,528
Principal payments on debt and capital lease obligations	(14,039,643)	(50,137,832)
Other, net	306,978	(1,755,157)
Net cash used in financing activities	<u>(10,826,992)</u>	<u>(19,718,461)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	8,155,435	16,025,356
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>51,166,342</u>	<u>35,140,986</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 59,321,777</u>	<u>\$ 51,166,342</u>

The accompanying notes are an integral
part of these statements.

BAPTIST MEMORIAL HEALTH CARE CORPORATION AND AFFILIATESNOTES TO COMBINED FINANCIAL STATEMENTSSEPTEMBER 30, 19961. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:Affiliation and Combination-

Baptist Memorial Health Care Corporation (the "Corporation") is a nonprofit corporation. The accompanying combined financial statements include the financial statements of the Corporation and its affiliates under common ownership and common management (herein collectively referred to as "BMHCC"). Significant intercompany accounts and transactions have been eliminated. Investments in 50% or less owned companies and partnerships are generally accounted for using the equity method.

The combined financial statements of BMHCC include the financial statements of the following affiliates:

- Baptist Memorial Hospital ("BMH")
- Baptist and Physicians Local Services Bureau, Inc.
- Baptist Memorial College of Health Sciences, Inc.
- Baptist Memorial Health Services, Inc. of Arkansas
- Baptist Memorial Health Services, Inc. of Mississippi
- Baptist Memorial Health Services, Inc. of Tennessee
- Baptist Memorial Home Care, Inc.
- Baptist Memorial Hospital - Booneville, Inc.
- Baptist Memorial Hospital - Desoto, Inc.
- Baptist Memorial Hospital - Forrest City, Inc.
- Baptist Memorial Hospital - Golden Triangle, Inc. ("BMH - Golden Triangle")
- Baptist Memorial Hospital - Huntingdon
- Baptist Memorial Hospital - Lauderdale
- Baptist Memorial Hospital - Mississippi County, Inc. ("BMH - Mississippi County")
- Baptist Memorial Hospital - North Mississippi, Inc. ("BMH - North Mississippi")
- Baptist Memorial Hospital - Tipton
- Baptist Memorial Hospital - Union City
- Baptist Memorial Hospital - Union County, Inc. ("BMH - Union County")
- Baptist Memorial Health Services, Inc. and Subsidiaries
- Baptist Memorial Alternative Care Corporation and Affiliates
- Baptist Memorial Health Care Foundation
- Baptist and Physicians Central Services Bureau, Inc.
- Medical Financial Services, Inc.
- Medical Financial Associates, Inc.
- Health Tech Affiliates, Inc. and Subsidiaries
- Baptist Memorial Regional Rehabilitation Services, Inc.
- Baptist Memorial System Services Corporation

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

An Assignment and Assumption Agreement dated October 1, 1995 between Baptist Memorial Health Care System, Inc. ("BMHCS") and the Corporation was executed whereby the Corporation assumed substantially all assets and obligations of BMHCS. Subsequent to September 30, 1995, the Board of Trustees of BMHCS and the Board of Directors of the Corporation approved an amendment to the charter of the Corporation to provide that the Corporation shall have no members. The Corporation is the member ("parent") organization of the affiliates that comprise BMHCC.

Estimates-

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

New Financial Accounting Standards-

BMHCC has adopted the provisions of Statement of Financial Accounting Standards ("SFAS") No. 116, "Accounting for Contributions Received and Contributions Made" and No. 117, "Financial Statements of Not-for-Profit Organizations." SFAS No. 116 requires donations limited by donor-imposed stipulations that either expire by passage of time or that can be fulfilled or removed by actions of BMHCC pursuant to those stipulations to be classified as temporarily restricted net assets. Additionally, unconditional contributions (or promises) to BMHCC are recorded as revenue in the period received (or made). SFAS No. 117 establishes external financial reporting for not-for-profit organizations which includes three basic financial statements and the classification of resources which are free of donor-imposed restrictions as unrestricted net assets. These standards have been implemented on a retroactive basis.

The Financial Accounting Standards Board has issued SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of" and No. 124, "Accounting for Certain Investments Held By Not-for-Profit Organizations." BMHCC anticipates adoption of these standards in fiscal year 1997. The method and impact of adoption of these standards are not yet determined.

Cash Equivalents-

For purposes of the statements of cash flows, BMHCC considers certificates of deposit, overnight reverse repurchase agreements and other highly liquid investments with original maturities of less than three months to be cash equivalents.

Investments-

Investments classified as current assets are composed of funds available to BMHCC entities for current working capital needs. Investments classified as noncurrent are part of BMHCC's long-term investment policy.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

Supplies and Inventory-

Supplies and inventory are stated at the lower of cost (first-in, first-out method) or market (replacement cost).

Property and Equipment-

Purchased property and equipment are recorded at cost. Donated equipment is recorded at its estimated fair value at the date of grant. Property improvements and equipment are depreciated on a straight-line basis over their estimated useful lives. Property and equipment held under capital leases are amortized evenly over the lesser of the lease terms or their estimated useful lives.

Bond and Loan Issue Costs-

Certain financing costs have been capitalized and are being amortized ratably over the life of the related debt.

Temporarily and Permanently Restricted Net Assets-

Temporarily restricted net assets are those whose use by BMHCC has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by BMHCC in perpetuity.

Statement of Operations and Changes in Net Assets-

Transactions deemed by management to be ongoing, major, or central to the provision of health care services are reported as unrestricted revenues and unrestricted expenses. Peripheral or incidental transactions are reported as gains and losses.

Net Patient Service Revenue-

Net patient service revenue is reported at the estimated net amounts realizable from patients, third party payors and others for services rendered, including estimated settlements under reimbursement agreements with third party payors. Settlements are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods, if necessary, as final settlements are determined.

Charity Care-

BMHCC provides care to medically indigent patients (those patients with a demonstrated inability to pay) at either no charge or at substantially reduced rates. No effort is made to pursue collection of any amounts charged after the determination of medical indigency of the patient has been made. Since management does not expect payment for charity care, the estimated charges are excluded from net patient service revenue.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):Income Taxes-

Certain affiliates are subject to income taxes. Such activities and income taxes are not significant to the combined financial statements.

2. COMMUNITY BENEFIT EXPENSE:

The following is a summary of certain of BMHCC's community services, based upon charges, provided to the indigent and to the broader community for the years ended September 30:

	<u>1996</u>	<u>1995</u>
Benefits for the indigent-		
Traditional charity care	\$ 34,104,991	\$ 29,178,355
Unpaid amounts of Medicaid/TennCare programs	<u>77,473,252</u>	<u>85,435,393</u>
	111,578,243	114,613,748
Benefits for the broader community-		
Unpaid amounts of Medicare programs	<u>294,526,395</u>	<u>281,484,954</u>
	<u>\$406,104,638</u>	<u>\$396,098,702</u>

Benefits for the indigent include services provided to persons who cannot afford health care because of inadequate resources or who are uninsured. This includes traditional charity care and the unpaid amounts for treating Medicaid/TennCare beneficiaries at charges which exceed the related payments.

Benefits for the broader community are unpaid amounts in excess of government payments for treating Medicare beneficiaries.

BMHCC provides many educational programs and activities, including professional and technical schools, a Graduate Medical Education program, and numerous continuing education programs for doctors, nurses and other staff. BMHCC also broadly participates in medical research activities.

BMHCC engages in numerous health promotion and other community service activities. It sponsors health fairs and screenings, including inner-city health screenings for cancer detection and prevention, diabetes, high blood pressure, etc. It also works through other community

2. COMMUNITY BENEFIT EXPENSE (Continued):

organizations such as United Way, Goals for Memphis, Corporate Neighbor, and charitable foundations for medical research such as the American Cancer Society, American Heart Association and Kidney Foundation, among others.

No attempt has been made to quantify the value of BMHCC's overall charitable, educational, health promotion and community services.

3. NET PATIENT SERVICE REVENUE:

BMHCC has agreements with third parties that provide for payments to BMHCC at amounts different from its established rates. Net patient service revenue on the accompanying combined statements of operations and changes in net assets is stated net of contractual adjustments of approximately \$461,481,000 and \$447,671,000 in 1996 and 1995, respectively. A summary of the payment arrangements with major third party payors is as follows:

Medicare - Payment for inpatient services is generally based on prospectively determined rates. Payments for most outpatient services and selected inpatient services are generally based on a cost reimbursement system.

Arkansas and Mississippi Medicaid - Payment for inpatient services is generally based on prospectively determined daily rates. For most outpatient and selected inpatient services, payment is generally based on a percentage of cost.

TennCare - TennCare covers the medical needs of Tennessee's indigent and uninsured population. Eligible enrollees are generally persons who previously qualified for Medicaid and certain uninsured persons. TennCare is administered by state-approved managed care organizations ("MCOs"). The MCOs are third party administrators which enroll eligible participants and contract with providers (both physicians and hospitals) for medical services. The MCOs contract with the health care providers using various payment methodologies (e.g., per diem, DRG-based, capitation, etc.).

BMHCC has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to BMHCC under these agreements includes prospectively determined rates per discharge, discounts from established charges and prospectively determined daily rates.

The final settlements of amounts to be paid to BMHCC by the Medicare and Medicaid programs are subject to audit and adjustment by the respective programs. The amount of estimated settlements from Medicare and Medicaid represents the difference between interim payments and tentative settlements received, and estimated reimbursable costs.

-6-

4. INVESTMENTS:

BMHCC's cash in excess of immediate requirements is invested. The investments are carried at their aggregate lower of cost (amortized cost, in the case of bonds) or fair market value. The composition of these investments at September 30 follows:

	<u>1996</u>	<u>1995</u>
Certificates of deposit and commercial paper	\$ 13,213,566	\$ 20,396,071
U.S. Treasury obligations	86,314,425	32,633,714
Corporate bonds and notes	100,806,724	81,461,906
Corporate stocks	<u>12,787,323</u>	<u>1,482,114</u>
	<u>\$213,122,038</u>	<u>\$135,973,805</u>

Investments which are part of BMHCC's overall long-term investment policy are classified as noncurrent. The composition of these investments at September 30 follows:

	<u>1996</u>		<u>1995</u>	
	<u>Cost</u>	<u>Market</u>	<u>Cost</u>	<u>Market</u>
Cash equivalents	\$ 9,171,645	\$ 9,171,645	\$ 9,700,933	\$ 9,700,933
U.S. Treasury obligations	17,306,787	19,313,612	10,018,932	12,718,284
Corporate and other debt obligations	28,751,758	29,287,400	30,453,389	31,216,612
Corporate stocks	47,957,635	67,917,195	42,961,416	60,861,804
Convertible preferred stock	<u>3,625,000</u>	<u>3,132,500</u>	<u>788,879</u>	<u>850,703</u>
	106,812,825	<u>\$128,822,352</u>	93,923,549	<u>\$115,348,336</u>
Land	6,331,503		6,327,666	
Other	<u>7,955,556</u>		<u>7,764,906</u>	
	<u>\$121,099,884</u>		<u>\$108,016,121</u>	

-7-

5. ASSETS WHOSE USE IS LIMITED:

These funds are invested in marketable securities recorded at amortized cost, which approximates market. The portion of assets whose use is limited which is designated to retire current liabilities is reported in current assets. The composition of these investments at September 30 follows:

	<u>1996</u>	<u>1995</u>
Board designated for capital expenditures:		
Cash and short-term investments	\$ 4,243,547	\$11,283,175
U.S. Treasury obligations	27,719,947	15,083,303
Corporate and other debt obligations	32,425,314	39,003,025
Corporate stocks	<u>4,106,659</u>	<u>718,082</u>
	<u>68,495,467</u>	<u>66,087,585</u>
Under malpractice and general liability funding arrangement - held by trustee:		
Cash and short-term investments	1,711,482	2,275,396
Corporate and other debt obligations	4,224,808	3,752,972
Corporate stocks	<u>1,066,704</u>	<u>1,045,180</u>
	7,002,994	7,073,548
Less assets designated for current liabilities	<u>(2,045,008)</u>	<u>(1,381,182)</u>
	<u>4,957,986</u>	<u>5,692,366</u>
Under bond indenture agreements - held by trustee:		
Cash and short-term investments	6,295,782	6,047,182
Less assets designated for current liabilities	<u>(3,955,990)</u>	<u>(3,841,837)</u>
	<u>2,339,792</u>	<u>2,205,345</u>
	<u>\$75,793,245</u>	<u>\$73,985,296</u>

6. PROPERTY AND EQUIPMENT:

Property and equipment was composed of the following at September 30:

	Useful Lives in Years	<u>1996</u>	<u>1995</u>
Owned:			
Land and land improvements	3-25	\$ 32,306,007	\$ 23,710,615
Buildings and improvements	5-47	444,238,996	412,930,538
Equipment	2-25	365,515,385	368,914,198
Construction in progress	-	<u>41,905,965</u>	<u>33,286,038</u>
		883,966,353	838,841,389
Held under capital leases (Note 8)	5-35	<u>42,797,025</u>	<u>42,828,346</u>
		926,763,378	881,669,735
Less accumulated depreciation and amortization		<u>(433,721,589)</u>	<u>(394,152,392)</u>
		<u>\$ 493,041,789</u>	<u>\$ 487,517,343</u>

-8-

7. LONG-TERM DEBT:

A summary of long-term debt as of September 30 follows:

	<u>1996</u>	<u>1995</u>
Master Notes due in installments through 2008, fixed interest from 6.05% to 7.93%	\$ 37,113,838	\$ 40,705,110
Revenue Bonds under a Master Trust Indenture, due in installments through 2016, fixed interest from 7.35% to 7.95%	38,505,000	39,305,000
Other Revenue Bonds, due in installments through 2005, fixed interest from 3.55% to 6.5%	14,620,000	15,665,000
Other Revenue Bonds, due in installments through 1998, variable interest (8.2% in 1996 and 8.3% in 1995)	15,240,000	15,810,000
Mortgage notes, due in installments through 2007, fixed interest at 9.25%	10,219,972	10,773,953
Notes payable to banks, due in installments through 2005, fixed interest from 5.75% to 8.4%	30,911,686	31,448,032
Note payable to bank, due in installments through 1997, variable interest (average 7.04% in 1996 and 1995)	1,373,640	1,506,306
Other long-term debt	<u>5,574,013</u>	<u>8,115,725</u>
	153,558,149	163,329,126
Less current portion	<u>(11,615,118)</u>	<u>(11,997,685)</u>
	<u>\$141,943,031</u>	<u>\$151,331,441</u>

Long-term debt is generally secured by the real estate and receivables of the individual affiliates.

A Master Trust Indenture (the "Master Note") dated March 1, 1991 (and subsequently amended) was entered into between a commercial bank, BMHCC and certain of the hospitals (Baptist Memorial Hospital-Desoto, Huntingdon, Lauderdale, North Mississippi, Tipton, Mississippi County and Union County; collectively, the "Obligated Group"). Each member of the Obligated Group is jointly and severally liable for amounts due under the Master Note. The Master Note is guaranteed by BMHCC and secured by the Obligated Group's receivables and future revenues. As of September 30, 1996 and 1995, the Obligated Group had incurred indebtedness aggregating approximately \$75,619,000 and \$80,010,000, respectively, under this indenture.

As of September 30, 1996, BMHCC has defeased \$18,430,000 of long-term debt. Assets are held in trust, irrevocably restricted to satisfy the debt service requirements of the defeased debt.

All of the above notes and bonds include certain restrictive covenants. BMHCC was either in compliance with these covenants or the covenants were waived for fiscal years 1996 and 1995.

-9-

7. LONG-TERM DEBT (Continued):

The scheduled maturities of long-term debt subsequent to September 30, 1996 are approximately as follows:

<u>Year Ending September 30</u>	<u>Amount</u>
1997	\$ 11,615,000
1998	18,787,000
1999	9,955,000
2000	11,286,000
2001	9,499,000
Thereafter	<u>92,416,000</u>
	<u>\$153,558,000</u>

BMHCC made interest payments on long-term debt, net of amounts capitalized, of approximately \$13,209,000 and \$13,670,000 during 1996 and 1995, respectively.

The market value of long-term debt at September 30, 1996 approximates its carrying value.

8. CAPITAL LEASES:

BMH - Mississippi County is obligated to Mississippi County, Arkansas under a capital lease for the predecessor hospital's working capital and its property and equipment. The lease agreement, which became effective December 1, 1990, calls for the operation of the hospital for an initial term of up to 30 years. In consideration of the lease, BMH - Mississippi County generally agreed to assume the existing bond indebtedness and other obligations and make five lease payments of approximately \$615,000. The lease payments are due within 120 days of each fiscal year end if certain financial covenants, as defined in the lease agreement, are attained. If such covenants are not attained, the first annual lease payment is deferred until the next fiscal year.

BMH - North Mississippi is obligated to Lafayette County, Mississippi and the City of Oxford, Mississippi under a capital lease for North Mississippi's working capital and its property and equipment. The lease agreement, which became effective June 1, 1989, calls for the operation of the hospital for an initial term of approximately 30 years. In consideration for the lease, BMH - North Mississippi generally agreed to assume the existing bond indebtedness and other obligations and make lease payments of \$2,000,000 at closing, approximately \$350,000 shortly thereafter, approximately \$1,094,000 per year for the next five years and an additional lease payment on the completion date of the lease of \$495,000.

-10-

8. CAPITAL LEASES (Continued):

BMH - Union County is obligated to Union County, Mississippi under a capital lease for the hospital's working capital and its property and equipment. The lease agreement, which became effective April 1, 1989, calls for the operation of the hospital for 35 years with an option to renew the lease for up to 15 years. In consideration for the lease, BMH - Union County generally agreed to assume the existing bond indebtedness and other obligations and make a payment of approximately \$3,824,000 at closing and lease payments of \$766,000 per year for the first four years of the lease and \$100,000 per year for the next six years.

BMH - Golden Triangle is obligated to Lowndes County, Mississippi under a capital lease for the predecessor hospital's working capital and property. The lease, which became effective March 1, 1993, calls for an initial term of 35 years with three additional five year renewal periods for a maximum lease term of 50 years. In consideration for the lease, BMH - Golden Triangle generally agreed to assume the existing bond indebtedness and other obligations and make lease payments for working capital in ten annual installments totaling approximately \$12,963,000.

Future capital lease payments under the obligations described above and other lease agreements (primarily for the use of equipment) as of September 30, 1996 were as follows:

<u>Year Ending September 30</u>	<u>Amount</u>
1997	\$ 3,251,552
1998	3,218,551
1999	3,459,872
2000	2,830,891
2001	2,807,759
Thereafter	<u>4,852,992</u>
Lease payments	\$20,421,617
Less amounts representing interest	<u>(5,546,866)</u>
Present value of future minimum capital lease payments	14,874,751
Present value of commitment to return furniture and equipment	2,706,159
Less current portion of capital lease obligations	<u>(2,249,796)</u>
	<u>\$15,331,114</u>

8. CAPITAL LEASES (Continued):

The leases for BMH-North Mississippi, BMH-Golden Triangle, and BMH-Union County obligate the hospitals to return at the end of the leases all equipment, furniture and fixtures (the "existing equipment") on hand as of the commencement date of the leases. The hospitals may at their option replace, substitute or modify any of the existing equipment; however, any such changes or modifications will revert to the respective counties upon termination of the leases. The obligation represents the net present value of the existing equipment as of the commencement date of each lease. The hospitals adjust the obligation using the effective interest method (at 8.0% per annum) over the life of the respective leases.

9. EMPLOYEE RETIREMENT PLANS:

Defined Contribution Plan-

Certain BMHCC entities sponsor a Section 403(b) defined contribution employee benefit plan administered through the Annuity Board of the Southern Baptist Convention. For those entities, employees who are at least 21 and have completed 1,000 hours of service during a 12 month period are eligible to participate. Participants may make tax-deferred or after-tax contributions of two to five percent of eligible earnings, as defined. These contributions are then matched up to two for one by the employer, up to ten percent of the participants' annual salaries. Participants vest in the matching contributions from 20% after three years of service to 100% after seven years of service. During 1996 and 1995, BMHCC's matching contribution to employee benefit plans approximated \$12,251,000 and \$11,931,000, respectively.

Postretirement Health Care Benefits-

BMHCC provides medical and dental benefits to certain retirees of BMHCC. Employees are generally eligible for benefits upon retirement and completion of a specified number of years of creditable service. The plan is contributory, with retiree payments based on the year of retirement, age of retirement and years of employment. BMHCC does not pre-fund these benefits and has the right to modify or terminate the plan in the future.

Net periodic postretirement benefit cost includes the following components for the year ended September 30:

	<u>1996</u>	<u>1995</u>
Service cost	\$ 702,216	\$ 763,652
Interest cost on accumulated postretirement benefit obligation	<u>2,399,820</u>	<u>2,706,471</u>
Total postretirement benefit cost	<u>\$3,102,036</u>	<u>\$3,470,123</u>

-12-

9. EMPLOYEE RETIREMENT PLANS (Continued):

The following components comprise the accumulated postretirement benefit obligation in the accompanying combined balance sheets at September 30:

	<u>1996</u>	<u>1995</u>
Fully eligible active plan participants	\$ 259,788	\$ 151,414
Other active plan participants	7,869,125	8,023,792
Retirees	<u>19,423,102</u>	<u>23,144,174</u>
Total accumulated postretirement benefit obligation	27,552,015	31,319,380
Unrecognized gain	<u>8,684,375</u>	<u>3,518,338</u>
Accrued postretirement benefit obligation	36,236,390	34,837,718
Less current portion	<u>(2,011,444)</u>	<u>(2,011,444)</u>
	<u>\$34,224,946</u>	<u>\$32,826,274</u>

Future benefit costs were estimated assuming medical costs for pre-Medicare and Medicare benefits in 1996 would increase 11.25% and 9.25%, respectively, then decrease to 5.25% ratably over the following eight years and remain at six percent thereafter. A one percent increase in this annual trend rate would have increased the accumulated postretirement benefit obligation at September 30, 1996 by approximately \$1,697,000, with an immaterial effect on 1996 postretirement benefit expense. The weighted average discount rate used to estimate the accumulated postretirement benefit obligation was 7.5%.

10. RESTRICTED NET ASSETS:Temporarily Restricted Net Assets-

Some donors restrict their contributions to specific uses. The nature and related amounts of those contributions not yet expended at September 30 were as follows:

	<u>1996</u>	<u>1995</u>
Specific Purpose:		
Educational activities	\$ 619,019	\$ 327,798
Charitable and religious activities	317,700	151,301
Capital additions	276,255	188,908
Science and research	392,009	296,042
Charitable remainder trusts	<u>415,375</u>	<u>1,013,541</u>
	<u>\$2,020,358</u>	<u>\$1,977,590</u>

-13-

10. RESTRICTED NET ASSETS (Continued):Permanently Restricted Net assets-

Permanently restricted net assets consist of the following at September 30:

	<u>1996</u>	<u>1995</u>
Permanent endowment funds, the income from which is expendable to support:		
Educational activities	\$ 645,060	\$615,164
Charitable and religious activities	283,810	74,997
Capital additions	74,316	51,466
General operating activities of BMHCC	<u>55,247</u>	<u>37,546</u>
	<u>\$1,058,433</u>	<u>\$779,173</u>

11. COMMITMENTS AND CONTINGENCIES:Leases-

Leases that do not meet the criteria for capitalization are classified as operating leases, with related rentals charged to operations as incurred.

The following is a schedule, by year, of approximate minimum lease payments for the next five years under operating leases as of September 30, 1996, that have initial or remaining lease terms in excess of one year.

<u>Year Ending September 30</u>	<u>Minimum Lease Payments</u>
1997	\$ 3,340,000
1998	2,803,000
1999	2,062,000
2000	1,733,000
2001	1,331,000
Thereafter	<u>2,545,000</u>
	<u>\$13,814,000</u>

Total rental expense in 1996 and 1995 for all operating leases was approximately \$6,436,000 and \$5,086,000, respectively.

-14-

11. COMMITMENTS AND CONTINGENCIES (Continued):Malpractice and General Liability Insurance-

BMH has pending litigation arising from its operations. Certain of these claims allege malpractice. BMH is self-insured for the purpose of providing for comprehensive general and hospital malpractice liability risks. Professional actuaries are retained to determine funding requirements. The amounts funded have been placed in a self-insurance trust account that is administered by a trustee. The self-insurance trust account is included in assets whose use is limited in the accompanying combined balance sheets. In the opinion of management, estimated malpractice and general liability costs accrued at September 30, 1996, are adequate to provide for those losses which may ultimately result.

In addition, certain of the regional hospitals and other affiliates are defendants in several actions generally related to patient care. Management is vigorously defending itself against the claims, but cannot estimate the amount of loss, if any, which may be incurred. However, management does not believe that any such losses in excess of insurance coverages will have a material effect on the results of operations of BMHCC.

12. FUNCTIONAL EXPENSES:

BMHCC provides general health care and other services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	<u>1996</u>	<u>1995</u>
Health care services	\$583,836,135	\$545,720,309
General, administrative and other support services	<u>233,742,409</u>	<u>240,468,041</u>
	<u>\$817,578,544</u>	<u>\$786,188,350</u>

BAPTIST MEMORIAL HEALTH CARE CORPORATION AND AFFILIATES
SUPPLEMENTAL COMBINING STATEMENT OF OPERATIONS
FOR THE YEAR ENDED SEPTEMBER 30, 1996

	Baptist Memorial Health Care Corporation	Baptist Memorial Hospital	Baptist and Physicians Local Services Bureau, Inc.	Baptist Memorial College of Health Sciences, Inc.	Baptist Memorial Health Services, Inc. of Arkansas	Baptist Memorial Health Services, Inc. of Mississippi	Baptist Memorial Health Services, Inc. of Tennessee	Baptist Memorial Home Care, Inc.	Baptist Memorial Hospital- Booneville, Inc.	Baptist Memorial Hospital- Desoto, Inc.
UNRESTRICTED REVENUES AND OTHER SUPPORT:										
Net patient service revenue	\$ -	\$411,359,018	\$ -	\$ -	\$ 290,824	\$ 3,749,867	\$ 299,528	\$18,883,639	\$14,477,409	\$44,907,615
Other revenue	<u>93,676,898</u>	<u>17,123,240</u>	<u>5,119,829</u>	<u>7,173,588</u>	<u>5,000</u>	<u>657,141</u>	<u>1,287,097</u>	<u>-</u>	<u>148,024</u>	<u>1,142,341</u>
Total unrestricted revenues and other support	<u>93,676,898</u>	<u>428,482,258</u>	<u>5,119,829</u>	<u>7,173,588</u>	<u>295,824</u>	<u>4,407,008</u>	<u>1,586,625</u>	<u>18,883,639</u>	<u>14,625,433</u>	<u>46,049,956</u>
EXPENSES:										
Salaries and benefits	17,227,953	156,755,517	2,746,621	3,391,870	458,369	3,866,635	1,285,865	12,261,121	5,263,249	13,956,154
Medical supplies and drugs	-	82,656,313	1,033,325	-	52,420	446,690	263,726	842,408	1,200,663	6,194,746
Non-medical supplies and other	46,573,122	94,306,552	2,477,551	3,023,979	172,152	781,316	318,754	3,892,870	1,990,104	5,682,976
Professional fees	3,686,586	15,903,323	7,129	163,093	105,542	389,600	97,450	661,289	1,499,362	4,937,649
Depreciation and amortization	925,529	31,926,789	218,224	132,073	35,500	167,841	14,686	39,136	690,202	2,787,230
Interest	631,172	148,364	-	-	493	1,442	513	174,953	333,395	1,851,898
Provision for bad debts	<u>175,135</u>	<u>26,363,153</u>	<u>12,520</u>	<u>57,981</u>	<u>28,895</u>	<u>334,426</u>	<u>108,118</u>	<u>552,787</u>	<u>1,964,227</u>	<u>5,610,452</u>
Total expenses	<u>69,219,497</u>	<u>408,060,011</u>	<u>6,495,370</u>	<u>6,768,996</u>	<u>853,371</u>	<u>5,987,950</u>	<u>2,089,112</u>	<u>18,424,564</u>	<u>12,941,202</u>	<u>41,021,105</u>
Income (loss) from operations	<u>24,457,401</u>	<u>20,422,247</u>	<u>(1,375,541)</u>	<u>404,592</u>	<u>(557,547)</u>	<u>(1,580,942)</u>	<u>(502,487)</u>	<u>459,075</u>	<u>1,684,231</u>	<u>5,028,851</u>
NONOPERATING INCOME (EXPENSE):										
Investment income	1,808,134	5,452,935	-	-	-	2,496	-	-	104,249	977,856
Income from assets whose use is limited	-	3,659,086	-	-	-	-	-	-	-	-
Minority interests and other, net	<u>(871,063)</u>	<u>(578,704)</u>	<u>-</u>	<u>-</u>	<u>(160)</u>	<u>4,977</u>	<u>968</u>	<u>14,094</u>	<u>52,900</u>	<u>10,710</u>
Total nonoperating income (expense)	<u>937,071</u>	<u>8,533,317</u>	<u>-</u>	<u>-</u>	<u>(160)</u>	<u>7,473</u>	<u>968</u>	<u>14,094</u>	<u>157,149</u>	<u>988,566</u>
REVENUES IN EXCESS OF (LESS THAN) EXPENSES	<u>\$25,394,472</u>	<u>\$ 28,955,564</u>	<u>\$(1,375,541)</u>	<u>\$ 404,592</u>	<u>\$(557,707)</u>	<u>\$(1,573,469)</u>	<u>\$(501,519)</u>	<u>\$ 473,169</u>	<u>\$ 1,841,380</u>	<u>\$ 6,017,417</u>

See accompanying auditors' report.

BAPTIST MEMORIAL HEALTH CARE CORPORATION AND AFFILIATES
SUPPLEMENTAL COMBINING STATEMENT OF OPERATIONS
FOR THE YEAR ENDED SEPTEMBER 30, 1996

	Baptist Memorial Hospital- Forrest City, Inc.	Baptist Memorial Hospital- Golden Triangle, Inc.	Baptist Memorial Hospital- Huntingdon	Baptist Memorial Hospital- Lauderdale	Baptist Memorial Hospital- Mississippi County, Inc.	Baptist Memorial Hospital-North Mississippi, Inc.	Baptist Memorial Hospital- Tipton	Baptist Memorial Hospital- Union City	Baptist Memorial Hospital- Union County, Inc.	Baptist Memorial Health Services, Inc.
UNRESTRICTED REVENUES AND OTHER SUPPORT:										
Net patient service revenue	\$13,674,844	\$68,041,796	\$ 9,224,763	\$8,656,974	\$33,185,656	\$74,749,970	\$18,212,456	\$27,045,488	\$26,309,394	\$25,325,508
Other revenue	<u>508,480</u>	<u>2,616,010</u>	<u>831,125</u>	<u>206,264</u>	<u>600,057</u>	<u>1,148,925</u>	<u>889,572</u>	<u>828,088</u>	<u>478,420</u>	<u>4,094,130</u>
Total unrestricted revenues and other support	<u>14,183,324</u>	<u>70,657,806</u>	<u>10,055,888</u>	<u>8,863,238</u>	<u>33,785,713</u>	<u>75,898,895</u>	<u>19,102,028</u>	<u>27,873,576</u>	<u>26,787,814</u>	<u>29,419,638</u>
EXPENSES:										
Salaries and benefits	6,056,414	24,949,021	3,858,141	3,424,402	12,287,876	18,690,715	6,934,045	12,177,466	7,693,510	6,661,674
Medical supplies and drugs	3,562,844	8,680,248	941,650	702,686	3,200,861	14,810,900	2,053,223	5,768,125	3,120,883	3,997,651
Non-medical supplies and other	1,748,784	9,793,632	1,345,173	1,450,814	4,781,160	5,829,798	4,439,861	1,738,431	4,778,161	5,100,464
Professional fees	511,469	5,678,119	1,039,840	1,073,398	2,762,123	5,104,743	2,220,472	1,213,115	2,493,733	3,529,518
Depreciation and amortization	1,191,800	2,799,999	981,670	611,322	1,213,101	3,872,525	1,260,356	2,439,351	1,922,931	2,568,924
Interest	647,109	2,329,827	320,858	365,009	1,081,382	1,913,481	-	973,470	1,366,649	871,009
Provision for bad debts	<u>714,242</u>	<u>8,184,368</u>	<u>717,574</u>	<u>747,940</u>	<u>6,181,612</u>	<u>7,614,678</u>	<u>1,384,722</u>	<u>312,204</u>	<u>2,666,301</u>	<u>1,703,440</u>
Total expenses	<u>14,432,662</u>	<u>62,415,214</u>	<u>9,204,906</u>	<u>8,375,571</u>	<u>31,508,115</u>	<u>57,836,840</u>	<u>18,292,679</u>	<u>24,622,162</u>	<u>24,042,168</u>	<u>24,432,680</u>
Income (loss) from operations	<u>(249,338)</u>	<u>8,242,592</u>	<u>850,982</u>	<u>487,667</u>	<u>2,277,598</u>	<u>18,062,055</u>	<u>809,349</u>	<u>3,251,414</u>	<u>2,745,646</u>	<u>4,986,958</u>
NONOPERATING INCOME (EXPENSE):										
Investment income	96,468	1,044,691	82,883	22,079	184,104	3,461,323	781,960	796,789	1,263,893	2,291,140
Income from assets whose use is limited	-	-	-	-	-	-	-	-	-	-
Minority interests and other, net	<u>1,382</u>	<u>-</u>	<u>-</u>	<u>1,732</u>	<u>94,773</u>	<u>14,663</u>	<u>-</u>	<u>5,308</u>	<u>(278)</u>	<u>(1,855,693)</u>
Total nonoperating income (expense)	<u>97,850</u>	<u>1,044,691</u>	<u>82,883</u>	<u>23,811</u>	<u>278,877</u>	<u>3,475,986</u>	<u>781,960</u>	<u>802,097</u>	<u>1,263,615</u>	<u>435,447</u>
REVENUES IN EXCESS OF (LESS THAN) EXPENSES	<u>\$ (151,488)</u>	<u>\$ 9,287,283</u>	<u>\$ 933,865</u>	<u>\$ 511,478</u>	<u>\$ 2,556,475</u>	<u>\$21,538,041</u>	<u>\$ 1,591,309</u>	<u>\$ 4,053,511</u>	<u>\$ 4,009,261</u>	<u>\$ 5,422,405</u>

See accompanying auditors' report.

BAPTIST MEMORIAL HEALTH CARE CORPORATION AND AFFILIATES
SUPPLEMENTAL COMBINING STATEMENT OF OPERATIONS
FOR THE YEAR ENDED SEPTEMBER 30, 1996

	Baptist Memorial Alternative Care Corporation	Baptist Memorial Health Care Foundation	Baptist and Physicians Central Services Bureau, Inc.	Medical Financial Services, Inc.	Medical Financial Associates, Inc.	Health Tech Affiliates, Inc.	Baptist Memorial Regional Rehabilitation Services, Inc.	Baptist Memorial System Services Corporation	Eliminations	Total
UNRESTRICTED REVENUES AND OTHER SUPPORT:										
Net patient service revenue	\$24,765,775	\$ -	\$ -	\$ -	\$ -	\$18,820,195	\$12,212,361	\$ -	\$ (1,998,000)	\$852,195,080
Other revenue	<u>2,837</u>	<u>599,677</u>	<u>5,889,511</u>	<u>2,490,116</u>	<u>19,206</u>	<u>6,881,758</u>	<u>1,787,284</u>	<u>22,469,310</u>	<u>(134,177,126)</u>	<u>44,496,802</u>
Total unrestricted revenues and other support	<u>24,768,612</u>	<u>599,677</u>	<u>5,889,511</u>	<u>2,490,116</u>	<u>19,206</u>	<u>25,701,953</u>	<u>13,999,645</u>	<u>22,469,310</u>	<u>(136,175,126)</u>	<u>896,691,882</u>
EXPENSES:										
Salaries and benefits	19,522,515	587,790	4,072,330	1,578,752	-	10,805,934	3,721,316	7,502,448	(38,306,670)	329,431,033
Medical supplies and drugs	1,561,852	-	-	-	-	8,705,453	2,506,071	5,540,680	(26,790,909)	131,052,509
Non-medical supplies and other	3,722,350	5,976,873	1,752,695	558,727	3,857	2,603,893	2,642,799	7,235,552	(36,978,883)	187,743,517
Professional fees	752,715	73,108	1,880,330	39,396	10,101	1,189,997	402,933	531,027	(35,913,131)	22,044,029
Depreciation and amortization	4,809,042	25,653	922,173	153,457	-	1,257,298	1,054,231	679,072	(117,883)	64,582,232
Interest	695,437	106,134	-	-	-	671,833	1,614,535	56,305	(1,445,315)	14,709,953
Provision for bad debts	<u>94,408</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,669,291</u>	<u>816,797</u>	<u>-</u>	<u>-</u>	<u>68,015,271</u>
Total expenses	<u>31,158,319</u>	<u>6,769,558</u>	<u>8,627,528</u>	<u>2,330,332</u>	<u>13,958</u>	<u>26,903,692</u>	<u>12,758,682</u>	<u>21,545,084</u>	<u>(139,552,791)</u>	<u>817,578,544</u>
Income (loss) from operations	<u>(6,389,707)</u>	<u>(6,169,881)</u>	<u>(2,738,017)</u>	<u>159,784</u>	<u>5,248</u>	<u>(1,201,746)</u>	<u>1,240,963</u>	<u>924,226</u>	<u>3,377,665</u>	<u>79,113,338</u>
NONOPERATING INCOME (EXPENSE):										
Investment income	10,066	12,677,925	-	41,808	227	397,757	649,174	19,514	(392,151)	31,775,320
Income from assets whose use is limited	-	-	-	-	-	-	-	-	-	3,659,086
Minority interests and other, net	<u>-</u>	<u>-</u>	<u>-</u>	<u>(16,583)</u>	<u>-</u>	<u>(8,372)</u>	<u>(152,767)</u>	<u>(30,000)</u>	<u>-</u>	<u>(3,312,113)</u>
Total nonoperating income (expense)	<u>10,066</u>	<u>12,677,925</u>	<u>-</u>	<u>25,225</u>	<u>227</u>	<u>389,385</u>	<u>496,407</u>	<u>(10,486)</u>	<u>(392,151)</u>	<u>32,122,293</u>
REVENUES IN EXCESS OF (LESS THAN) EXPENSES	<u>\$(6,379,641)</u>	<u>\$ 6,508,044</u>	<u>\$(2,738,017)</u>	<u>\$ 185,009</u>	<u>\$ 5,475</u>	<u>\$ (812,361)</u>	<u>\$ 1,737,370</u>	<u>\$ 913,740</u>	<u>\$ 2,985,514</u>	<u>\$111,235,631</u>

See accompanying auditors' report.

BAPTIST MEMORIAL HEALTH CARE CORPORATION AND AFFILIATES
SUPPLEMENTAL COMBINING BALANCE SHEET
AS OF SEPTEMBER 30, 1996

	Baptist Memorial Health Care Corporation	Baptist Memorial Hospital	Baptist and Physicians Local Services Bureau, Inc.	Baptist Memorial College of Health Sciences, Inc.	Baptist Memorial Health Services, Inc. of Arkansas	Baptist Memorial Health Services, Inc. of Mississippi	Baptist Memorial Health Services, Inc. of Tennessee	Baptist Memorial Home Care, Inc.	Baptist Memorial Hospital-Booneville, Inc.	Baptist Memorial Hospital-Desoto, Inc.
CURRENT ASSETS:										
Cash and cash equivalents	\$ 22,396,331	\$104,525,676	\$ 2,650	\$ 628,674	\$ 7,998	\$ 129,613	\$ 12,315	\$ 872,796	\$ 1,617,788	\$14,656,238
Investments, at cost, which approximates market	-	-	-	-	-	-	-	-	-	-
Patient accounts receivable, net	-	63,462,082	-	-	189,186	727,132	134,007	4,402,845	2,046,650	7,908,994
Other receivables	67,724	4,141,555	2,169,174	-	-	55,840	624,323	-	363,205	-
Supplies and inventory	-	8,129,045	221,001	-	-	-	-	124,421	168,700	699,300
Prepaid expenses and other assets	335,420	2,960,222	30,796	10,000	-	868	235	3,089	89,051	204,962
Due from affiliates	50,949,536	9,591,283	-	508,685	535,508	-	37,292	454,668	-	-
Estimated settlements with third parties	950,000	3,035,421	-	-	-	-	-	110,000	-	-
Assets designated for current liabilities	-	2,045,008	-	-	-	-	-	-	399,129	-
Total current assets	74,699,011	197,890,292	2,423,621	1,147,359	732,692	913,453	808,172	5,967,819	4,684,523	23,469,494
INVESTMENTS	6,747,491	5,902,445	-	-	-	-	-	-	-	-
ASSETS WHOSE USE IS LIMITED	-	63,340,612	-	-	-	-	-	-	-	-
PROPERTY AND EQUIPMENT, net	5,717,739	260,769,488	530,041	610,759	186,519	2,082,746	79,570	297,320	7,515,845	34,429,191
OTHER ASSETS:										
Notes receivable	-	3,735,908	-	173,942	-	-	-	-	-	-
Investments in affiliates	478,425	-	-	-	-	-	-	-	-	-
Bond and loan issue costs	-	-	-	-	-	-	-	-	31,386	-
Deferred charges and other assets	217,169	2,289,402	-	-	128,250	106,534	-	80,586	189,324	226,179
Goodwill	900,000	2,294,634	-	-	-	-	-	-	-	-
Due from affiliates	18,146,150	-	-	-	-	-	-	-	-	-
	\$106,905,985	\$536,222,781	\$2,953,662	\$1,932,060	\$1,047,461	\$3,102,733	\$ 887,742	\$6,345,725	\$12,421,078	\$58,124,864
CURRENT LIABILITIES:										
Current portion of long-term debt	\$ 195,669	\$ 63,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 345,000	\$ 1,876,674
Current portion of capital lease obligations	-	837,095	-	-	3,146	8,893	3,619	-	10,060	-
Accounts payable	410,320	20,005,576	48,662	210,602	120,584	155,494	13,299	182,156	1,331,172	2,823,672
Accrued expenses	6,224,466	13,457,727	262,870	234,870	62,702	101,157	30,180	548,551	557,208	1,127,382
Due to affiliates	10,754,774	29,850,405	1,636,296	23,428	614,910	285,707	952,768	5,415,657	339,655	1,069,400
Estimated settlements with third parties	122,442	-	-	-	-	-	-	-	142,498	271,235
Other liabilities	5,850,000	5,833,760	-	308,736	-	-	-	-	-	-
Total current liabilities	23,557,671	70,047,883	1,947,828	777,636	801,342	551,251	999,866	6,146,364	2,725,593	7,168,363
LONG-TERM DEBT, net of current portion	4,080,609	309,829	-	-	71,250	-	-	-	4,085,000	17,612,439
CAPITAL LEASE OBLIGATIONS, net of current portion	-	1,223,397	-	-	9,958	11,623	13,570	-	-	-
RESERVE FOR SELF INSURANCE	-	5,682,010	-	-	-	-	-	-	-	-
DUE TO AFFILIATES	-	-	-	-	473,609	-	-	-	1,211,844	5,243,000
POSTRETIREMENT BENEFIT OBLIGATION	7,104	34,217,842	-	-	-	-	-	-	-	-
OTHER LONG-TERM LIABILITIES	-	-	-	-	-	-	-	-	-	-
MINORITY INTERESTS	-	1,700,140	-	-	-	-	-	-	-	-
COMMITMENTS AND CONTINGENCIES	-	-	-	-	-	-	-	-	-	-
NET ASSETS:										
Unrestricted net assets	79,260,601	423,010,673	1,005,834	1,154,424	(308,698)	2,539,859	(125,694)	199,361	4,398,641	28,101,062
Temporarily and permanently restricted net assets	-	31,007	-	-	-	-	-	-	-	-
Total net assets	79,260,601	423,041,680	1,005,834	1,154,424	(308,698)	2,539,859	(125,694)	199,361	4,398,641	28,101,062
	\$106,905,985	\$536,222,781	\$2,953,662	\$1,932,060	\$1,047,461	\$3,102,733	\$ 887,742	\$6,345,725	\$12,421,078	\$58,124,864

See accompanying auditors' report.

BAPTIST MEMORIAL HEALTH CARE CORPORATION AND AFFILIATES
SUPPLEMENTAL COMBINING BALANCE SHEET
AS OF SEPTEMBER 30, 1996

	Baptist Memorial Hospital-Forrest City, Inc.	Baptist Memorial Hospital-Golden Triangle, Inc.	Baptist Memorial Hospital-Huntingdon	Baptist Memorial Hospital-Lauderdale	Baptist Memorial Hospital-Mississippi County, Inc.	Baptist Memorial Hospital-North Mississippi, Inc.	Baptist Memorial Hospital-Tipton	Baptist Memorial Hospital-Union City	Baptist Memorial Hospital-Union County, Inc.	Baptist Memorial Health Services, Inc.
CURRENT ASSETS:										
Cash and cash equivalents	\$ 734,519	\$18,106,234	\$ 1,134,619	\$ 812,338	\$ 3,388,639	\$ 59,787,224	\$ 9,008,832	\$10,377,486	\$16,198,078	\$ 2,828,716
Investments, at cost, which approximates market	-	-	-	-	-	-	-	-	-	-
Patient accounts receivable, net	1,732,081	9,923,240	927,432	998,991	2,994,183	11,681,259	2,255,779	3,099,255	2,300,196	5,118,373
Other receivables	105,554	348,015	69,704	-	332,805	-	-	565,626	-	-
Supplies and inventory	351,025	2,546,000	161,036	120,237	682,991	2,191,477	709,811	819,815	418,794	179,324
Prepaid expenses and other assets	144,122	390,349	21,487	89,972	127,864	435,108	94,918	133,740	70,047	48,722
Due from affiliates	103,524	-	738,291	85,216	553,176	2,946,049	698,367	1,860,020	442,208	686,311
Estimated settlements with third parties	-	-	-	-	-	-	-	-	218,399	-
Assets designated for current liabilities	877,218	637,683	-	-	1,253,308	461,379	-	-	327,273	-
Total current assets	4,048,043	31,951,521	3,052,569	2,106,754	9,332,966	77,502,496	12,767,707	16,855,942	19,974,995	8,861,446
INVESTMENTS	-	-	-	-	-	-	-	1,559,223	-	-
ASSETS WHOSE USE IS LIMITED	787,099	2,339,792	-	-	-	-	4,431,916	351,980	4,541,846	-
PROPERTY AND EQUIPMENT, net	9,632,389	25,415,291	11,549,855	3,844,092	8,458,771	31,883,714	9,368,861	26,594,643	18,817,018	3,851,713
OTHER ASSETS:										
Notes receivable	-	-	1,078,972	-	-	-	-	-	-	-
Investments in affiliates	-	2,635	-	-	-	-	-	-	-	2,431,085
Bond and loan issue costs	78,573	-	-	-	166,847	293,630	-	159,782	232,156	-
Deferred charges and other assets	-	1,684,688	46,036	14,963	182,096	506,313	627,341	-	266,129	914,461
Goodwill	-	-	-	-	-	-	-	-	-	6,103,979
Due from affiliates	-	-	-	-	-	2,896,701	1,151,771	-	2,010,703	-
	\$14,546,104	\$61,393,927	\$15,727,432	\$5,965,809	\$18,140,680	\$113,082,854	\$28,347,596	\$45,521,570	\$45,842,847	\$22,162,684
CURRENT LIABILITIES:										
Current portion of long-term debt	\$ 813,417	\$ 1,274,644	\$ 394,813	\$ 272,033	\$ 1,630,000	\$ 503,951	\$ -	\$ 611,708	\$ 428,006	\$ 1,617,007
Current portion of capital lease obligations	-	1,267,080	-	-	-	40,520	-	-	79,383	-
Accounts payable	784,867	-	197,035	382,032	1,808,326	2,317,219	1,548,118	671,004	503,711	625,431
Accrued expenses	769,118	4,449,136	427,508	355,912	2,271,536	2,393,234	681,482	992,561	977,893	307,853
Due to affiliates	1,935,539	1,057,808	572,754	609,735	2,122,902	663,531	162,721	205,282	88,213	226,753
Estimated settlements with third parties	1,611,206	632,376	696,113	47,033	376,663	2,197,459	2,499,744	1,698,014	-	-
Other liabilities	-	-	-	-	-	-	-	-	-	-
Total current liabilities	5,914,147	8,681,044	2,288,223	1,666,745	8,209,427	8,115,914	4,892,065	4,178,569	2,077,206	2,777,044
LONG-TERM DEBT, net of current portion	9,432,937	15,674,941	2,368,773	4,584,224	7,520,000	22,111,451	-	9,608,264	15,607,042	8,435,067
CAPITAL LEASE OBLIGATIONS, net of current portion	-	10,748,792	-	-	609,249	1,697,966	-	-	1,016,559	-
RESERVE FOR SELF INSURANCE	-	-	-	-	-	-	-	-	-	-
DUE TO AFFILIATES	5,328,346	-	798,859	-	4,037,522	-	-	-	-	-
POSTRETIREMENT BENEFIT OBLIGATION	-	-	-	-	-	-	-	-	-	-
OTHER LONG-TERM LIABILITIES	-	1,597,520	-	-	45,705	-	-	-	-	-
MINORITY INTERESTS	-	-	-	-	-	-	-	-	-	1,554,894
COMMITMENTS AND CONTINGENCIES	-	-	-	-	-	-	-	-	-	-
NET ASSETS:										
Unrestricted net assets	(6,129,326)	24,660,013	10,271,577	(285,160)	(2,281,223)	81,157,523	23,455,531	31,734,737	27,142,040	9,395,679
Temporarily and permanently restricted net assets	-	31,617	-	-	-	-	-	-	-	-
Total net assets	(6,129,326)	24,691,630	10,271,577	(285,160)	(2,281,223)	81,157,523	23,455,531	31,734,737	27,142,040	9,395,679
	\$14,546,104	\$61,393,927	\$15,727,432	\$5,965,809	\$18,140,680	\$113,082,854	\$28,347,596	\$45,521,570	\$45,842,847	\$22,162,684

See accompanying auditors' report.

BAPTIST MEMORIAL HEALTH CARE CORPORATION AND AFFILIATES
SUPPLEMENTAL COMBINING BALANCE SHEET
AS OF SEPTEMBER 30, 1996

	Baptist Memorial Alternative Care Corporation	Baptist Memorial Health Care Foundation	Baptist and Physicians Central Services Bureau, Inc.	Medical Financial Services, Inc.	Medical Financial Associates, Inc.	Health Tech Affiliates, Inc.	Baptist Memorial Regional Rehabilitation Services, Inc.	Baptist Memorial System Services Corporation	Eliminations	Total
CURRENT ASSETS:										
Cash and cash equivalents	\$ 1,159,979	\$ 72,544	\$ 29,374	\$ 485,197	\$ 13,098	\$ 678,697	\$ 1,252,873	\$ 2,205,984	\$(213,802,733)	\$ 59,321,777
Investments, at cost, which approximates market	-	-	-	-	-	-	-	-	213,122,038	213,122,038
Patient accounts receivable, net	2,242,395	-	-	-	-	2,662,963	3,187,804	-	-	127,994,847
Other receivables	50,747	1,329,285	70,175	53,147	7,003	1,882,638	-	238,620	8,044	12,483,184
Supplies and inventory	-	-	-	-	-	244,110	209,154	487,426	-	18,463,667
Prepaid expenses and other assets	58,116	-	34,464	-	-	1,174,389	15,494	116,795	-	6,590,230
Due from affiliates	106,916	-	4,667,064	52,297	108,734	1,035,818	494,876	6,699,112	(80,372,117)	2,982,834
Estimated settlements with third parties	-	-	-	-	-	-	163,222	-	-	4,477,042
Assets designated for current liabilities	-	-	-	-	-	-	-	-	-	6,000,998
Total current assets	3,618,153	1,401,829	4,801,077	590,641	128,835	7,678,615	5,323,423	9,747,937	(81,044,768)	451,436,617
INVESTMENTS	52,900	106,837,825	-	-	-	-	-	-	-	121,099,884
ASSETS WHOSE USE IS LIMITED	-	-	-	-	-	-	-	-	-	75,793,245
PROPERTY AND EQUIPMENT, net	578,371	115,544	2,708,021	623,942	-	5,095,568	19,056,618	3,228,160	-	493,041,789
OTHER ASSETS:										
Notes receivable	-	52,243	-	-	-	-	-	-	-	5,041,065
Investments in affiliates	-	-	-	128,075	-	1,355,358	1,216,954	-	(606,500)	5,006,032
Bond and loan issue costs	-	-	-	-	-	-	-	-	-	962,374
Deferred charges and other assets	168,943	-	-	-	-	167,754	136,941	33,145	-	7,986,254
Goodwill	-	-	-	-	-	-	-	-	-	9,298,613
Due from affiliates	200,000	-	-	-	-	-	-	-	(24,405,325)	-
	\$ 4,618,367	\$ 108,407,441	\$ 7,509,098	\$ 1,342,658	\$ 128,835	\$ 14,297,295	\$ 25,733,936	\$ 13,009,247	\$(106,056,593)	\$ 1,169,665,873
CURRENT LIABILITIES:										
Current portion of long-term debt	\$ 433,324	\$ -	\$ -	\$ -	\$ -	\$ 196,128	\$ 603,977	\$ 355,447	\$ -	\$ 11,615,118
Current portion of capital lease obligations	-	-	-	-	-	-	-	-	-	2,249,796
Accounts payable	288,306	26,440	-	105,684	760	353,273	130,138	714,059	(973,933)	34,784,007
Accrued expenses	1,163,872	47,295	695,742	122,216	-	622,298	72,550	482,736	-	39,440,055
Due to affiliates	2,006,357	118,447	3,766,494	413,457	-	5,099,530	4,982,338	67,097	(75,041,958)	-
Estimated settlements with third parties	67,575	-	-	-	-	-	-	-	-	10,362,358
Other liabilities	3,469,799	4,912,218	-	-	-	21,000	148,497	-	-	20,544,010
Total current liabilities	7,429,233	5,104,400	4,462,236	641,357	760	6,292,229	5,937,500	1,619,339	(76,015,891)	118,995,344
LONG-TERM DEBT, net of current portion	3,749,313	-	-	-	-	7,241,676	9,008,248	441,968	-	141,943,031
CAPITAL LEASE OBLIGATIONS, net of current portion	-	-	-	-	-	-	-	-	-	15,331,114
RESERVE FOR SELF INSURANCE	-	-	-	-	-	-	-	-	-	5,682,010
DUE TO AFFILIATES	-	-	-	-	-	-	12,341,022	-	(29,434,202)	-
POSTRETIREMENT BENEFIT OBLIGATION	-	-	-	-	-	-	-	-	-	34,224,946
OTHER LONG-TERM LIABILITIES	-	1,022,642	-	-	-	79,723	-	-	-	2,745,590
MINORITY INTERESTS	-	-	-	-	-	205,242	175,332	-	-	3,635,608
COMMITMENTS AND CONTINGENCIES	-	-	-	-	-	-	-	-	-	-
NET ASSETS:										
Unrestricted net assets	(6,560,179)	99,264,232	3,046,862	701,301	128,075	478,425	(1,728,166)	10,947,935	(606,500)	844,029,439
Temporarily and permanently restricted net assets	-	3,016,167	-	-	-	-	-	-	-	3,078,791
Total net assets	(6,560,179)	102,280,399	3,046,862	701,301	128,075	478,425	(1,728,166)	10,947,935	(606,500)	847,108,230
	\$ 4,618,367	\$ 108,407,441	\$ 7,509,098	\$ 1,342,658	\$ 128,835	\$ 14,297,295	\$ 25,733,936	\$ 13,009,247	\$(106,056,593)	\$ 1,169,665,873

See accompanying auditors' report.

Baptist Memorial Health Care Corporation
Consolidated Balance Sheet
As of June 30, 1997

	<u>6/30/97</u>
CURRENT ASSETS:	
Cash and Cash Equivalents	\$ 294,735,224
Patient accounts receivable, net	172,302,595
Other Receivables	10,608,165
Supplies and Inventory	20,179,000
Prepaid Expenses	5,789,495
Due from affiliates	2,600,835
Estimated settlements with third parties	2,284,363
Assets designated for current liabilities	6,566,643
Total current assets	<u>\$ 515,066,319</u>
INVESTMENTS	130,122,903
ASSETS WHOSE USE IS LIMITED	73,887,686
PROPERTY AND EQUIPMENT, net	518,763,677
OTHER ASSETS:	
Notes receivable	2,974,835
Investments in affiliates	2,024,280
Deferred charges and other assets	19,794,271
Goodwill	16,998,954
Total other assets	<u>41,792,340</u>
TOTAL ASSETS	<u><u>\$ 1,279,632,924</u></u>
CURRENT LIABILITIES:	
Current portion of long-term debt	\$ 8,460,315
Current portion of capital lease obligations	2,203,501
Accounts payable	35,347,977
Accrued expenses	42,484,733
Estimated settlements with third parties	16,334,987
Other liabilities	10,055,257
Total current liabilities	<u>\$ 114,886,770</u>
LONG-TERM DEBT, net of current portion	149,928,173
CAPITAL LEASE OBLIGATIONS, net of current portion	14,337,927
RESERVE FOR SELF INSURANCE	17,096,455
POSTRETIREMENT BENEFIT OBLIGATION	35,365,393
OTHER LONG-TERM LIABILITIES	2,899,037
MINORITY INTERESTS	4,713,320
FUND BALANCE	940,405,849
TOTAL LIABILITIES & FUND BAL.	<u><u>\$ 1,279,632,924</u></u>

**BAPTIST MEMORIAL HEALTH CARE CORPORATION
AND RELATED PARTIES
CONSOLIDATED INCOME STATEMENT
FOR THE NINE MONTH PERIOD ENDED JUNE 30, 1997**

	<u>ACTUAL</u>
NET PATIENT REVENUES	\$ 652,879,778
OTHER OPERATING REVENUES	<u>104,747,565</u>
TOTAL OPERATING REVENUES	\$ 757,627,343
OPERATING EXPENSES	\$ 625,492,929
DEPRECIATION	47,792,104
INTEREST	<u>10,946,558</u>
TOTAL OPERATING EXPENSES	<u>\$ 684,231,591</u>
OPERATING INCOME/(LOSS)	\$ 73,395,752
NONOPERATING REVENUES/ (EXPENSES)	<u>14,539,957</u>
EXCESS OF REVENUES OVER EXPENSES/(EXPENSES OVER REVENUES)	\$ 87,935,709

EXHIBIT C

BAPTIST MEMORIAL HEALTH CARE CORPORATION

MASTER LOAN AGREEMENT

THIS MASTER LOAN AGREEMENT (the "Agreement"), dated as of June 1, 1997, by and among BAPTIST MEMORIAL HEALTH CARE CORPORATION ("BMHCC") and the commercial banks and other lenders listed on Exhibit A (attached hereto and incorporated herein by reference), who extend credit on behalf of BMHCC and its Affiliates from time to time (the "Participating Lenders").

1. Purpose of the Agreement. The purpose of this Agreement is to establish standardized covenants, terms and conditions which will apply to all loan obligations (other than the timing and amount of the principal and interest payments due with respect to each loan which shall be governed by each separate and applicable promissory note) of BMHCC (and/or any of its Affiliates) with respect to loans and/or other similar financing transactions between BMHCC (and/or its Affiliates) and each of the Participating Lenders. BMHCC and its Affiliates have previously entered into a Master Trust Indenture, dated as of March 1, 1991, as subsequently amended (collectively, the "Master Indenture"), pursuant to which BMHCC and certain of its Affiliates, as members of an obligated group, agreed to various covenants, conditions and obligations on a joint and several basis with respect to certain financing transactions and debt obligations (the "Master Indenture Debt"). This Agreement shall supersede and replace the Master Indenture with respect to all financing transactions and debt obligations between BMHCC (and/or any of its Affiliates) and each of the Participating Lenders, whether such financing transactions and debt obligations were created prior to or are created after the execution of this Agreement by BMHCC and each Participating Lender; provided further, however, all Obligated Group Members (as defined in the Master Indenture) shall continue to be obligated for all obligations of the Obligated Group which are transferred and/or assigned to this Agreement by BMHCC and the Participating Lenders in lieu of the Master Indenture. This Agreement shall also supersede and replace any terms and conditions set forth in any other legal documents governing the terms and conditions of any other financing transactions and debt obligations between BMHCC and a Participating Lender (the "Loan(s)") not covered by the Master Indenture between BMHCC (and/or its Affiliates) and each Participating Lender which has executed an Addendum to this Agreement acknowledging such Participating Lender's acceptance of and agreement to the terms and conditions set forth herein.

The financial terms applicable to each Loan subject to this

Agreement (i.e., the maturity date, repayment terms or interest rate) shall be set forth in a separate promissory note executed by BMHCC (and/or its Affiliates) in connection with each Loan.

2. Evidence of Participating Lenders' Acceptance of Agreement. Each Participating Lender shall execute an Addendum to this Agreement which will evidence such Participating Lender's acceptance of and agreement as to all of the terms and conditions of this Agreement. Each Addendum shall also contain a list of all Loans made by such Participating Lender to BMHCC (and/or its Affiliates) along with a copy of each promissory note executed by BMHCC (and/or one of its Affiliates) in connection with such Loan(s).
3. Obligations of BMHCC. BMHCC agrees to pay when due all principal and interest amounts payable on each Loan made directly to BMHCC in accordance with the interest rate, payment date and other terms and conditions contained in each applicable promissory note. This Agreement shall not constitute a direct guaranty by BMHCC to assume the direct obligations of any Affiliate unless BMHCC has specifically agreed pursuant to a separate written agreement to be obligated for the obligations of such Affiliate. The covenants, terms and conditions set forth in this Agreement shall preempt, supersede and replace any similar covenants, terms and conditions applicable to BMHCC and the Baptist Memorial Health Care System (the "System") contained in any previous loan agreement, guaranty agreement, promissory note or similar loan document, whether such loan agreement, guaranty agreement, promissory note or similar loan document was executed prior to or is executed after the execution of this Agreement by BMHCC and each Participating Lender.
4. General Structure and Security Requirements Applicable to Loans. Unless BMHCC (and/or any of its Affiliates) has separately executed a mortgage, pledge agreement, security agreement or similar lien instrument which specifically encumbers any asset(s) of BMHCC (and/or its Affiliates), then BMHCC and each Participating Lender agree that BMHCC (and/or its Affiliates) shall not be required to specifically encumber any asset of BMHCC (and/or any of its Affiliates) in connection with any Loan and each Participating Lender agrees not to take any actions (without the prior written consent of BMHCC) to create a lien or charge against any asset of BMHCC (and/or any of its Affiliates), provided that BMHCC (and/or its Affiliates) are not in financial default as to the payment when due of the principal of and interest payable with respect to such Loans. Each Participating Lender agrees that it shall look solely at BMHCC's consolidated Cash Flow From Operations as the source of payment of the Loan(s) provided that BMHCC (and/or its Affiliates) is not in financial default with

respect to the payment when due of all principal of and interest accrued on such Loan(s).

5. Financial Covenants and Operational Covenants of BMHCC. As evidence of BMHCC's agreement to collectively operate BMHCC and each of its Affiliates as a combined source of cash flow to satisfy BMHCC's (and/or its Affiliates) financial obligation to pay when due all principal of and interest accrued on the Loan(s), BMHCC (and each of the Affiliates who have executed this Agreement) hereby absolutely, unconditionally and continuously:

- (a) Agrees that no delay or failure by any Participating Lender in the exercise of any right or remedy against BMHCC (and/or its Affiliates) or a failure by any Participating Lender to declare BMHCC in breach of any of its obligations under this Agreement or with respect to any Loan, shall not operate as a waiver of Participating Lender's legal rights, and no single or partial exercise or declaration of a breach shall preclude any other or further exercise or declaration by Participating Lender or the exercise of any other right or remedy;
- (b) Covenants and agrees at all times while any Loan is outstanding to maintain on a combined system basis: (i) a Debt Service Coverage Ratio of at least 1.50 with respect to all Indebtedness; (ii) maintain a minimum Funds Balance of at least \$600,000,000; and (iii) not incur any additional Indebtedness if the ratio of the total Indebtedness to Fund Balance would be increased in excess of 1.10 to 1.00;
- (c) Agrees to furnish each Participating Lender: (i) as soon as available and in any event within one hundred fifty (150) days after the end of each fiscal year of BMHCC, audited financial statements of BMHCC, prepared on a combined basis by a nationally recognized independent certified public accounting firm; and (ii) such information relating to the condition or operations, financial or otherwise, of BMHCC or any of its Affiliates as any Participating Lender may from time to time reasonably request; (ii) within forty-five (45) days after the end of each of the first three quarterly periods of each fiscal year, unaudited financial statements of BMHCC, prepared on a combined basis in accordance with generally accepted accounting principles; and (iii) such information relating to the condition or operations, financial or otherwise, of BMHCC or any of its Affiliates as any Participating Lender may from time to time reasonably request;

- (d) BMHCC shall not (except with the prior written consent of each of the Participating Lenders) merge with or consolidate with or sell, assign, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to any person, or permit any Affiliate to do so, except that (i) BMHCC and any Affiliate may merge into or consolidate with or transfer assets to any other Affiliate; (ii) any Affiliate may merge into or transfer assets to BMHCC; (iii) BMHCC may sell or otherwise dispose of any Affiliate or the assets of any Affiliate except for a Material Affiliate upon the condition that such permitted sale or disposition does not reduce BMHCC's Fund Balance (on a combined basis) below \$600,000,000; or (iv) BMHCC or any Affiliate may merge or consolidate with any other person; provided, however, in each case under (i), (ii) and (iv) above that immediately thereafter and giving effect thereto, no event shall occur and be continuing which would constitute an event of default under this Agreement or any Loan; or which with the giving of notice or lapse of time or both would constitute an event of default under this Agreement or any Loan, and in the case of any such merger or consolidation to which BMHCC is a party, BMHCC or one of its Affiliates is the surviving entity;
- (e) BMHCC agrees and acknowledges that this Agreement shall be binding on its successors and assigns;
- (f) Neither BMHCC nor any of its Affiliates (except for its for profit Affiliates) are currently subject to ERISA. In the event that BMHCC or any of its Affiliates become subject to ERISA (and with respect to its for profit Affiliates which are currently subject to ERISA), BMHCC will not (i) terminate, or permit any of its Affiliates to terminate, any Plan so as to have a material and adverse effect on BMHCC and its Affiliates as a whole, or (ii) allow or suffer to exist any Prohibited Transaction or other event (including any Reportable Event) or condition involving any Plan Prohibited Transaction or other event or condition presents a material risk of such termination by the Pension Benefit Guaranty Corporation of any Plan, and such termination shall have a material and adverse effect on BMHCC's consolidated financial condition.
- (g) BMHCC represents and warrants that it is a duly organized not-for-profit corporation in good standing; is authorized to execute and deliver this Agreement; is the sole member (or sole shareholder) of each of the

Affiliates (or is the sole member of the entity which is the sole member or sole shareholder of such Affiliate) and is authorized to execute on behalf of each Affiliate all documents required by the Participating Lenders to carry out the terms of this Agreement and each Loan; the execution and delivery of this Agreement by BMHCC and the performance of BMHCC's obligations hereunder will not violate any applicable laws governing non-profit corporations, BMHCC's Charter or By-laws, or any other agreement or instrument binding upon BMHCC;

- (h) Each of the Affiliates, whether for profit or not-for-profit corporations, are duly organized, validly existing and in good standing in their respective states of incorporation; BMHCC and each of its Affiliates has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary;
- (i) The execution, delivery and performance of this Agreement by BMHCC has been duly authorized by all requisite action and when executed and delivered by BMHCC will constitute the legal, valid and binding obligation of BMHCC enforceable against BMHCC in accordance with its terms, except as the enforceability thereof may be limited by (1) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect affecting the enforcement of creditors' rights generally and (2) general principles of equity, and will not violate any provision of law, any order of any court or other agency of government, the Charter or Bylaws of BMHCC, any provision of any indenture, agreement or other instrument to which BMHCC is a party, or by which BMHCC is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of BMHCC.
- (j) The audited Consolidated financial statements of BMHCC as of September 30, 1996, fairly present the financial condition of BMHCC as at such date and the results of the operations of BMHCC and its Affiliates for the periods ended on such date, all in accordance with generally accepted accounting principles consistently applied during the period ended on such date, and since September 30, 1996, there has been no material adverse change in the financial condition or results of the Consolidated operations of BMHCC.
- (k) There is no action, suit or proceeding at law or in

equity or by or before any governmental instrumentality or other agency now pending, or to the knowledge of the BMHCC threatened against or affecting BMHCC or any Affiliate or any combination thereof or any of their respective properties or rights, which, if adversely determined, would materially and adversely affect BMHCC's Consolidated financial condition, or materially adversely affect the transactions contemplated herein.

- (l) Neither BMHCC nor any Affiliate (i) has received any notice that it is in default, (ii) has any actual knowledge that it is in default, or (iii) has any actual knowledge of the existence of any fact or circumstance which upon notice of lapse of time or both would result in a default in the performance, observance or fulfillment of any of the obligations, covenants, or conditions contained in any material agreement or material instrument including but not limited to promissory notes, leases or guarantees, to which it is a party, which default is not cured would materially and adversely affect BMHCC's Consolidated financial position.
- (m) There are no statutory, regulatory, administrative, court ordered or contractual prohibitions or restrictions on the transfer of moneys held by Affiliates to BMHCC by BMHCC to any Affiliate.
- (n) BMHCC will comply, and BMHCC will cause each of its Affiliate to comply, in all respects material to the financial and operating condition of BMHCC and such Affiliates, as a whole, with all applicable laws, regulations and orders, such compliance to include, without limitation, paying all taxes, assessments and governmental charges lawfully imposed upon them or upon their respective properties before delinquency except to the extent contested in good faith and by proper proceedings.
- (o) BMHCC will perform all things reasonably necessary to preserve and keep in full force and effect its existence, rights and material franchises.
- (p) BMHCC will cause each of its Affiliates to maintain, preserve, and protect all of their respective properties, real or personal, used or useful in the conduct of their businesses in good repair, working order and condition, and from time to time make, or cause to be made, all needed and proper repairs, renewals, replacements, betterments and improvements thereto so that the business carried on in connection therewith may be properly conducted at all times; provided, however, BMHCC and any Affiliate shall not be under any obligation to renew,

repair or replace and may dispose of, sell, trade in or exchange such properties determined to be inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary properties provided that the sale of any such assets shall not materially and adversely affect the normal operations of the selling entity.

- (q) BMHCC will at all times keep its and will cause each of its Affiliates to keep their respective insurable properties adequately insured and maintain in force (i) insurance, including self insurance, to such an extent and against such risks, including fire, as is customary with companies in the same or similar business, and with respect to Affiliates engaged in the delivery of health care services, shall specifically include medical malpractice coverage in scope and amount appropriate for the health care services delivered, (ii) necessary workman's compensation insurance, including self insurance and (iii) such other insurance as may be required by law or reasonably required in writing by the Participating Lenders.
- (r) Within five (5) Business Days following BMHCC's first actual knowledge or written notice, BMHCC shall furnish the Participating Lenders with written notice of the occurrence of any event or the existence of any condition which constitutes or upon written notice or lapse of time would constitute an Event of Default under terms of the Agreement or any Loan.
- (s) BMHCC shall furnish such other information regarding the consolidated operations, business affairs and financial condition of BMHCC as the Participating Lenders may reasonably request, and following the occurrence and during the continuance of an Event of Default under this Agreement or any loan, the Participating Lenders shall have the right to examine, make abstracts from and copies of BMHCC's books of account and tax returns, and all information furnished to any governmental authority.
6. Events of Default. An "Event of Default" shall exist if any of the following shall have occurred and any of the Participating Lenders shall have declared an Event of Default to exist hereunder:
- (a) Event of Default under Loan(s). Any event of default shall have occurred under any promissory note or other loan document executed by BMHCC (or any of its Affiliates) in connection with any of the Loan(s);
- (b) Representation or Warranty. Any representation or warranty made by BMHCC herein, or in any report,

certificate, financial statement or other writing furnished in connection with or pursuant to this Agreement shall prove to be false or misleading in any substantial and material respect on the date as which made;

- (c) Covenants. BMHCC defaults in the due observance or performance of any affirmative or negative covenants contained in Section 5 hereof, and such default shall remain unremedied for thirty (30) days after written notice thereof shall have been given BMHCC by any of the Participating Lenders; provided, however, if any default shall be such that it cannot be corrected within such thirty (30) day period, it shall not be deemed an Event of Default if corrective action is instituted by BMHCC within such period and diligently pursued until the default is corrected, provided that such default is cured within one hundred twenty (120) days following receipt by BMHCC of written notice of an Event of Default;
- (d) Payments of Other Obligations. BMHCC or any of its Affiliates shall (i) fail to pay any Indebtedness in excess of \$5,000,000 (excluding any Indebtedness obligations which are being actively contested by BMHCC and/or its Affiliates and for which BMHCC has established reasonable reserves in the event that a final adverse judgment is later entered against BMHCC and/or its Affiliates), or shall fail to pay any Indebtedness relating to any Loan of BMHCC or such Affiliate (as the case may be) subject to the terms and conditions of this Agreement, or any interest or premium thereon, when due (whether by scheduled or extended maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period or extension period, if any, specified in the agreement or instrument relating to such Indebtedness, or (ii) fail to perform or observe any material term, covenant or condition on their part to be performed or observed under any agreement or instrument relating to any Indebtedness referred to in clause (i) above, when required to be performed or observed, and such failure shall continue after the applicable grace period or extension period, if any, specified in such agreement or instrument relating to any Indebtedness referred to in clause (i) above, if the effect of such failure to perform or observe is to accelerate the maturity of such Indebtedness or if any Indebtedness referred to in clause (i) above shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof;
- (e) Liquidation or Dissolution/Voluntary Bankruptcy.

Liquidation or dissolution of BMHCC or suspension of the business of BMHCC or filing by BMHCC or any of its Affiliates of a voluntary petition in bankruptcy or voluntary petition or an answer seeking reorganization, arrangement, readjustment of debts or for any relief under the Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or any other action of BMHCC or any of its Affiliates indicating its consent to, approval of, or acquiescence in, any such petition or proceeding; application by BMHCC or any of its Affiliates for, or the appointment by consent or acquiescence of, a receiver, custodian or a trustee of BMHCC or any of its Affiliates or for all or a substantial part of their respective properties; the making by BMHCC or any of its Affiliates of any assignment for the benefit of creditors; the inability of BMHCC or admission by BMHCC in writing of its inability to pay its debts as they mature; provided, however, that references herein to actions taken by or against any Affiliates shall mean actions taken by or against any Material Affiliates or actions taken within any twelve (12) consecutive month period by or against two (2) or more other Affiliates whose assets comprise, in the aggregate, at least ten percent (10%) of the Consolidated assets of the Guarantor and its Affiliates;

- (f) Involuntary Bankruptcy. Filing of an involuntary petition against BMHCC in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under the Bankruptcy Code (11 U.S.C. §101 et sea.), as amended, or under any other insolvency act or law, state or federal, now or hereafter existing; or the involuntary appointment of a receiver, custodian or trustee of BMHCC or any of its Affiliates or for all or a substantial part of their respective properties; the issuance of a warrant of attachment, execution or similar process against any substantial part of the property of BMHCC or any of its Affiliates and the continuance of any of such events for ninety (90) days undismissed or undischarged (excluding any legal action which is being actively contested by BMHCC and/or its Affiliates and for which BMHCC has established reasonable reserves in the event that a final adverse judgment is later entered against BMHCC and/or its Affiliates) provided, however, that references herein to actions taken by or against any Affiliates shall mean actions taken by or against any Material Affiliates or actions taken within any twelve (12) consecutive month period by or against two (2) or more other Affiliates whose assets comprise, in the aggregate, at least ten percent (10%) of the Consolidated assets of BMHCC and its Affiliates.

Following the occurrence of an Event of Default hereunder, and upon the acceleration of the maturity of the Indebtedness evidenced by any Loan, then the Participating Lenders shall have the right to proceed first and directly against BMHCC without proceeding against BMHCC's Affiliates or any other person or exhausting any other remedies which such Participating Lenders may have.

7. Definitions and Accounting Terms. As used in this Agreement and unless otherwise indicated, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Addendum" means the attached signature page executed by each Participating Lender to evidence their acceptance of and agreement to the terms of this Agreement.

"Adjusted Annual Revenue" means as of any date of determination thereof, the total Consolidated revenue of BMHCC and its Affiliates for a given fiscal year, and with respect to the not-for-profit Affiliates calculated by excluding all gifts, but not the unrestricted income therefrom, less bad debt allowances, contractual adjustments with third party payers and adjustments for free services relating to such fiscal year.

"Affiliate" or "Affiliates" means any not-for-profit or for profit corporation, the sole or controlling member or shareholder of which is BMHCC or another corporation, the sole or controlling member or shareholder of which is directly or indirectly BMHCC, and means any corporation more than fifty percent (50%) of the voting power or interests in which are controlled, directly or indirectly, by BMHCC, provided, however, Affiliate shall not include any joint venture, limited liability company, general partnership or limited partnership in which BMHCC and/or one of its Affiliates serves as a general partner unless such entities have expressly agreed in a separate written agreement to be an Affiliate for purposes of this Agreement.

"Annual Debt Service Requirements" means, at any given time-of determination, the maximum amount of principal and interest payable on Funded Debt in the then current Fiscal Year, provided, however, that (i) with respect to the Funded Debt for which a sinking fund is established, the amounts of principal coming due in any Fiscal Year shall be determined by reference to the sinking fund payments therefor and not by reference to the aggregate principal amount of such Funded Debt due on such debts, less the amount of capitalized interest allowable to any interest payable in any Fiscal Year, and (ii) the remaining principal amount of any loan due upon the scheduled maturity date shall be excluded in the

determination of the Annual Debt Service Requirements if the maturity date of such loan may be extended by its terms to a later date that is not included within the current Fiscal Year.

"Cash Flow From Operations" means BMHCC's cash flow generated from its combined operations as determined under generally accepted accounting principles which is available to make debt service payments on Indebtedness.

"Consolidated" refers to the consolidation of the accounts of BMHCC and its Affiliates in accordance with generally accepted accounting principles, including principles of consolidation, and prospectively to be applied in the consolidation of the accounts of BMHCC herein.

"Debt Coverage Ratio" means the ratio of BMHCC's Cash Flow from Operations for a specific Fiscal Year (determined on a combined basis in accordance with generally accepted accounting principles) over the amount of the Annual Debt Service Requirements.

"ERISA" means the U.S. Employees Retirement Income Security Act of 1974, as amended from time to time.

"Executive Officer" means the President or Chairman of the Board, Chief Financial Officer, Treasurer, Controller or any Executive or Senior Vice President of BMHCC.

"Fiscal Year" means the period adopted by BMHCC for its fiscal year.

"Funded Debt" means (i) all the Consolidated Indebtedness of BMHCC and its Affiliates for borrowed money, plus (ii) the capitalized amount of the liability of BMHCC and each Affiliate under any lease of real or personal property which is properly classified as a liability on BMHCC's or an Affiliate's balance sheet in accordance with generally accepted accounting principles.

"Funds Balance" means the total balances: (a) unrestricted, (b) revaluation surplus, (c) restricted funds as shown on the balance sheet prepared in accordance with generally accepted accounting principles consistent with those used in the preparation of audited financial statements.

"Guaranteed Indebtedness" of any Person means all Indebtedness guaranteed, directly or indirectly, in any manner by such Person, or in effect guaranteed, directly or indirectly, by such Person through an agreement, contingent or otherwise, (i) to pay or purchase Indebtedness or to advance or supply funds for the payment or purchase of Indebtedness or (ii) to

purchase, sell or lease (as lessee or lessor) property or to purchase or sell services primarily for the purposes of enabling the debtor to make payment of the Indebtedness or to assure the owner of the Indebtedness against loss, or (iii) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered) primarily for the purpose of enabling the debtor to make payment of the Indebtedness, or (iv) to otherwise assure a creditor against loss.

"Indebtedness" of any Person means (i) all indebtedness (including Funded Debt) of such Person for borrowed money or for the deferred purchase price of property or services; (ii) all Guaranteed Indebtedness (iii) all indebtedness or others secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, pledge, assignment, lien, security interest or other charge or encumbrance upon or in property (including, without limitation, accounts and contract rights) owned by such Person to the extent of such mortgage or other security interest, even though such Person has not assumed or become liable for the payment of such indebtedness; (iv) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property; and (v) all obligations under leases which shall have been or should be, or should have been at the inception of such a lease, in accordance with generally accepted accounting principles, recorded as capital leases in respect of which such person is liable as lessee.

"Loan Documents" means collectively this Agreement, the applicable promissory note and other documents relating to a particular Loan executed by BMHCC (and/or its Affiliates) and a Participating Lender.

"Material Affiliate" means an Affiliate whose assets comprise greater than ten percent (10%) of the Consolidated assets of BMHCC and its Affiliates.

"Net Income Available for Debt Service" means the consolidated Adjusted Annual Revenue of BMHCC, less its total operating expenses (excluding interest, depreciation and amortization) determined in accordance with generally accepted accounting principles, but excluding any profits or losses on the sale or other disposition of investments or fixed or capital assets not in the ordinary course of operations which would be regarded as extraordinary items, and (i) proceeds of any other borrowed funds, (ii) proceeds from insurance policies, other

than policies for use and occupancy insurance, all adjusted to include terms of non-operating revenues and expenses properly included in the statement of revenue and expenses, except as set forth above.

"Plan" means an employee benefit plan or other plan maintained for employees of BMHCC or any Affiliate and covered by ERISA.

"Prohibited Transaction" has the meaning assigned to that term in Section 4975 of the Internal Revenue Code of 1986, as amended.

"Reportable Event" has the meaning assigned to that term in Title IV of ERISA.

"Termination Event" means a Reportable Event, or the filing of a notice of intent to terminate under Section 4041 of ERISA or any other event or condition which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, and Plan.

All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistent with those applied in the preparation of the financial statements required to be delivered from time to time pursuant to Section 5(c) hereof.

8. Miscellaneous.

- (a) Governing Law. The respective rights and obligations of the Participating Lenders and BMHCC herein shall be governed by and construed and enforced in accordance with the internal laws of the State of Tennessee applicable to contracts made and to be performed wholly within such state, without reference to choice of law or conflicts provisions. In the event any Participating Lender brings any action or suit in any court of record in Shelby County, Tennessee or the United States District Court for the Western District of Tennessee to enforce any or all liabilities of BMHCC hereunder, service of process may be made upon BMHCC by mailing a copy of the summons to BMHCC by certified or registered mail, at the address provided for in Section 6(d) hereof, and BMHCC hereby consents to the jurisdiction of the appropriate court of the State of Tennessee, or such United States District Court over the person of BMHCC and waives any claim that such court is an inconvenient forum. BMHCC also agrees to pay all reasonable costs and expenses including without limitation reasonable attorneys fees, incurred by any Participating Lender if any action or proceeding be commenced to enforce any of the obligations of BMHCC hereunder and any Participating Lender shall prevail in any such action.
- (b) Binding Effect. This Agreement shall be binding upon BMHCC and its successors and assigns and shall inure to the benefit of the Participating Lenders and their successors and assigns.
- (c) Other Definitions. Unless the context otherwise requires, any capitalized terms used in this Agreement without definition shall have the meanings provided therefor in any of the separate applicable Loan Documents executed between BMHCC and any Participating Lender.
- (d) Notice. All notices and other communications provided for hereunder shall be in writing (including telegraphic communication) and mailed or telegraphed or delivered to BMHCC at its address at 899 Madison Avenue, Memphis, Tennessee, 38146, Attention: Noel Tabor, Vice-President of Finance, or at such other address as shall be designated in writing by BMHCC to the Participating Lenders at the addresses set forth on the Addendum executed by each Participating Lender, or to such other place as shall be designated in writing by any Participating Lender to BMHCC. All such notices and communications shall be effective when delivered.
- (e) Terminology. All personal pronouns used in this

Agreement whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Section headings are for convenience only and neither limit nor amplify the provisions of this Agreement, and all references herein to sections, subsections, paragraphs or subparagraphs hereof shall refer to the corresponding sections, subsections, paragraphs or subparagraphs of this Agreement, unless specific reference is made to articles, sections, subsections, paragraphs or subparagraphs of another document or instrument.

Enforceability of Agreement. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions, nevertheless, shall remain effective and binding on the parties hereof.

(g) Confidentiality. BMHCC and each Participating Lender acknowledge that the information provided pursuant to Sections 5(c) and 5(s) hereof are of a confidential nature, and each Participating Lender agrees that neither of them shall disclose such information to any other Person except as may be necessary to exercise such rights as either of them has with respect to any Loan and except as may be required by applicable law or regulation.


(h) Counterpart Signatures. This Agreement may be executed in counterparts by BMHCC, its Affiliates and each Participating Lender, provided that all executed counterparts of this Agreement shall together collectively constitute only one agreement.

9. Amendments To Agreement. The terms and conditions set forth in this Agreement shall not be amended without the prior written consent of BMHCC and each Participating Lender.

IN WITNESS WHEREOF, BMHCC and each of its Affiliates have caused this Agreement to be duly executed on the 2nd day of June, 1997.

BAPTIST MEMORIAL HEALTH CARE CORPORATION

By: 

Title: 

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOSPITAL

By: Noel E. Tabor

Title: VP - Finance

Signature Page to Master Loan Agreement

HEALTH TECH AFFILIATES, INC.

By: Noel E. Tabor

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HEALTH SERVICES, INC.

By: Noel E. Tabor

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOSPITAL-HUNTINGDON

By: Noel E. Tabor

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOSPITAL-UNION CITY, INC.

By: Noel E. Tabor

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOSPITAL-TIPTON

By: Noel E. Tabor

Title: VP - Finance

The obligations of Baptist Memorial Hospital-Union City under the foregoing Master Loan Agreement are expressly subject to and subordinate in all respects to Baptist Memorial Hospital-Union City's obligations set forth in: a Note Agreement, dated as of March 1, 1987, between Baptist Memorial Hospital-Union City and Aetna Life Insurance Company relating to certain Secured Notes issued in the original principal amount of \$13,900,00 (the "Secured Notes"); and (ii) any related documents executed by Baptist Memorial Hospital-Union City in connection with the issuance of the Secured Notes.

Signature Page to Master Loan Agreement

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOSPITAL-BOONEVILLE, INC.

By: Noel E. Tabor

Title: VP - Finance

BAPTIST MEMORIAL HOSPITAL-LAUDERDALE

By: Noel E. Tabor

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOSPITAL-MISSISSIPPI COUNTY, INC.

By: Noel E. Tolson

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOSPITAL-UNION COUNTY, INC.

By: Noel E. Tolson

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOSPITAL-FORREST CITY, INC.

By: Noel E. Tolson

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.

By: Noel E. Tolson

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HEALTH CARE FOUNDATION, INC.

By: Noel E. Tolson

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOSPITAL-DESOTO, INC.

By: Noel E. Tolson

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HEALTH SERVICES, INC.
OF MISSISSIPPI

By: Noel E. Tolson

Title: VP - Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOSPITAL-GOLDEN TRIANGLE, INC.

By: Noel E. Tolson

Title: VP - Finance

DEMENT-MERIDIAN 57-8720

Signature Page to Master Loan Agreement

BAPTIST AND PHYSICIANS LOCAL SERVICES BUREAU, INC.

By: Noel E. Tolson

Title: V.P. Finance

BAPTIST MEMORIAL SYSTEM SERVICES CORPORATION

By: Noel E. Tolson

Title: V.P. Finance

Signature Page to Master Loan Agreement

BAPTIST AND PHYSICIANS CENTRAL SERVICES BUREAU, INC.

By: Noel E. Tolson

Title: V.P. Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HOME CARE, INC.

By: Noel E. Tolson

Title: V.P. Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL REGIONAL REHABILITATION SERVICES, INC.

By: Noel E. Tolson

Title: V.P. Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HEALTH SERVICES, INC.
OF TENNESSEE

By: Noel E. Tolson

Title: V.P. Finance

Signature Page to Master Loan Agreement

BAPTIST MEMORIAL HEALTH SERVICES, INC.
OF ARKANSAS

By: Noel E. Tolson

Title: V.P. Finance

Exhibit A

BMHCC Affiliates

BAPTIST MEMORIAL HOSPITAL
HEALTH TECH AFFILIATES, INC.
BAPTIST MEMORIAL HEALTH SERVICES, INC.
BAPTIST MEMORIAL HOSPITAL-HUNTINGDON
BAPTIST MEMORIAL HOSPITAL-UNION CITY
BAPTIST MEMORIAL HOSPITAL-TIPTON
BAPTIST MEMORIAL HOSPITAL-LAUDERDALE
BAPTIST MEMORIAL HOSPITAL-BOONEVILLE, INC.
BAPTIST MEMORIAL HOSPITAL-UNION COUNTY, INC.
BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.
BAPTIST MEMORIAL HOSPITAL-DESOTO, INC.
BAPTIST MEMORIAL HOSPITAL-GOLDEN TRIANGLE, INC.
BAPTIST MEMORIAL HOSPITAL-FORREST CITY, INC.
BAPTIST MEMORIAL HOSPITAL-MISSISSIPPI COUNTY, INC.
BAPTIST MEMORIAL HEALTH CARE FOUNDATION, INC.
BAPTIST MEMORIAL HEALTH SERVICES, INC. OF MISSISSIPPI
BAPTIST MEMORIAL HEALTH SERVICES, INC. OF TENNESSEE
BAPTIST MEMORIAL HEALTH SERVICES, INC. OF ARKANSAS
BAPTIST MEMORIAL REGIONAL REHABILITATION SERVICES, INC.
BAPTIST AND PHYSICIANS CENTRAL SERVICES BUREAU, INC.
BAPTIST AND PHYSICIANS LOCAL SERVICES BUREAU, INC.
BAPTIST MEMORIAL HOME CARE, INC.
BAPTIST MEMORIAL SYSTEM SERVICES CORPORATION

SECTION 6. Approval of Final Private Placement Memorandum. The Final Private Placement Memorandum is hereby approved in substantially the form of the Preliminary Private Placement Memorandum with such changes as shall be necessary to make the statements made therein correct as of the date thereof, and the distribution of said Final Private Placement Memorandum is hereby approved in connection with the delivery of the Series 1997 Bonds.

SECTION 7. Other Actions. (a) From and after the execution and delivery of the Indenture and the Second Supplemental Lease, the Mayor, the City Clerk or other appropriate officials of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, including, but not limited to, financing statements, as may be necessary to carry out and comply with the provisions of each as executed.

(b) The Mayor and the City Clerk be, and they are hereby either jointly or singly, authorized and directed for and on behalf of the City to take any and all such action as may be required by the City to carry out, give effect to and consummate the transactions contemplated by each of the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, opinions, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution or to evidence said authority.

(c) In the absence or inability of the Mayor or City Clerk to execute any instrument, any other member of the Governing Body may execute any instrument which has been authorized and approved for execution by this Resolution. The execution of any instrument by a member of the Governing Body shall be conclusive evidence of his approval and the approval of the Governing Body.

SECTION 8. Severability. In case any one or more of the provisions of this Resolution, or any of the Bond Documents, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution or any of the Bond Documents, but this Resolution and each of the Bond Documents shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained therein; that the terms and conditions set forth in the Indenture, the creation of the funds provided for in the Indenture, the provisions relating to the handling of the proceeds derived from the sale of the Series 1997 Bonds pursuant to and under the Indenture and the handling of said revenues and receipts are all commitments and agreements on the part of the City, and the validity or the invalidity of the Indenture shall not affect the commitments on the part of the City to create such funds and to handle such Series 1997 Bond proceeds, such revenues and receipts for the purposes, in the manner and according to the terms and conditions fixed in the Indenture, it being the intention hereof that such commitments on the part of the City are as binding as if contained in this Resolution separate and apart from the Indenture.

SECTION 9. Covenants of the City; Non-Liability of Agents. All covenants, stipulations, obligations and agreements of the City contained in this Resolution and in the Bond Documents shall be deemed to be the covenants, stipulations, obligations and agreements of the City, and all such covenants, stipulations, obligations and agreements shall be binding upon the City, and except as

otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this Resolution or any Bond Document, shall be exercised or performed by the City; that no covenant, stipulation, obligation or agreement herein contained or contained in the Bond Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the City in his or her individual capacity and the members of the Governing Body shall not be liable personally on the Bond Documents or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 10. Rights of Parties. Except as herein otherwise expressly provided, nothing in this Resolution or in the Bond Documents, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the County and the Lessee, the holders of the Series 1997 Bonds issued under the provisions of the Indenture and the Trustee named in the Indenture, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provisions thereof or of the Indenture or any provisions thereof; this Resolution, the Bond Documents and all of their provisions are intended to be and shall be for the sole and exclusive benefit of the City, the County and the Lessee and the holders from time to time of the Series 1997 Bonds issued under the provisions of the Indenture.

SECTION 11. Authority of Agents. The officials of the City, the Mayor or the City Clerk and the attorneys or other agents or employees of the City are hereby authorized to do all acts and things and to execute such instruments which are required of them or contemplated by this Resolution and the Bond Documents for the full, punctual and complete performance of all the terms, covenants and agreements contained therein, or which any such official, Mayor or City Clerk, attorney, agent or employee of the City deems necessary or desirable to effect the purposes of or to enable the City to perform its obligations hereunder or thereunder including any instruments to be filed of public record.

SECTION 12. Provisions in Conflict Repealed. All prior orders, resolutions or proceedings in conflict with the provisions of this Resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Resolution shall become effective immediately upon the adoption thereof.

Following the reading of the foregoing resolution, Alderman _____ seconded the motion for its adoption. The Mayor then put the question to a roll call vote, and the result was as follows:

Alderman _____

voted: _____

Alderman _____

voted: _____

Alderman _____

voted: _____

Alderman _____

voted: _____

Alderman _____

voted: _____

Alderman _____

voted: _____

Alderman _____

voted: _____

The Mayor thereupon declared the motion carried and the resolution adopted, this 16th day of September, 1997.

Patricia C. Luma
Mayor

(Seal)

ATTEST:

Virginia H. Chestnut
City Clerk

I, VIRGINIA H. CHESTNUT, the City Clerk of the City of Oxford, Mississippi, do hereby certify that the above and foregoing resolution is a true and correct copy of the resolution adopted by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, on September 16, 1997.

Witness my hand, this 30th day of September, 1997.

Virginia H. Chestnut
City Clerk

(Seal)

DAVID RUFF:

David Ruff, Committee Chairperson at Ole Miss for Oxford Liaison Committee came before the Mayor and Board to discuss obtaining a Taxi service. He feels there is a need for a taxi service even if it comes from another city to be used Thursday through Saturday nights. Most of the fraternity parties are being moved from campus. Mayor Lamar thanked him for coming.

PUBLIC HEARING
PROPOSED BUDGET:

Tonight is the advertised Public Hearing for proposed Budget for 1997-98. No one from the public wished to address the proposed budget. The advertised date to adopt the budget is 9-23-97.

PUBLIC HEARING
REZONING APPEAL
FILED BY GLEN MCCAIN:

There came on for consideration the Public Hearing for Rezoning Case #625 filed by Glen McCain to rezone property on Bramlett Boulevard from RB to RC. The Planning Commission voted to deny the request. An Appeal was filed. William Rogers, Attorney, represented Mr. McCain. A court reporter was present and recorded the entire transcript of this matter. Richard Barnes, chairman of the Planning Commission and Dr. R. W. Bob plants spoke in support of the Planning Commissions recommendation. After considerable discussion of the matter, it was moved by Alderman Antonow, seconded by Alderman Sharpe to uphold the recommendation of the Planning Commission and to deny the rezoning request. The vote was as follows:

Voting aye - Mistilis, Oliver, Antonow, Howell,
Magee, Sharpe

Voting no - Allen

Mayor Lamar declared the motion carried.

PUBLIC HEARING
REZONING REQUEST
634 - WESTBROOK
CONSTRUCTION CO.:

There came on for consideration the Public Hearing for Rezoning Appeal filed by Westbrook Construction for property to be rezoned from Agricultural to RA at the end of Cullen Road. The Planning Commission voted to deny the request. Attorney Ed Roberts represented Mr. Westbrook. A court reporter was present and recorded the entire proceedings. Richard Barnes Chairman of the Oxford Planning Commission, Dr. Plants, Bill Ferris, Andy Howorth and Tom Howorth spoke in support of the Planning Commission's recommendation. Mr. Westbrook spoke in behalf of his request. Also Gary Coleman, President of North Mississippi Homebuilders Association and Chris White who lives in Summerset Subdivision spoke for the rezoning. After much discussion, it was moved by Alderman Antonow, seconded by Alderman Magee to accept the recommendation of the Planning Commission and reject the rezoning of this property. All the aldermen voting aye, Mayor Lamar declared the motion carried.

APPLICATION FOR
REZONING PROPERTY ON
MCELROY DRIVE FROM
A TO GC:

The Planning Commission has recommended that the rezoning request of the Huff Corporation for rezoning of property on McElroy Drive from A to GC be denied. An appeal has been filed by the Huff Corporation. According to normal procedure a Hearing will be held before this board at the next regular meeting following publication of Notice which will put the Hearing the 7th day of October. Mayor Lamar announced that we have asked the Planning Commission to revisit this matter which will take place before it is appealed back to us.

PUBLIC TRANSPORTATION
AGREEMENT WITH LIFT:

It was moved by Alderman Allen, seconded by Alderman Magee to exercise the Term & Termination of the Public Transportation Agreement with Lift, Inc. to give 15 days written notice to terminate the Agreement. All the aldermen voting aye, Mayor Lamar declared the motion carried.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, WITH REFERENCE TO FIXING THE TAX RATE OR LEVY FOR THE MUNICIPALITY AND FOR ANY OTHER AREA SUBJECT TO TAXES OF THE MUNICIPALITY AND IN THE OXFORD MUNICIPAL SEPARATE SCHOOL DISTRICT, IN ACCORDANCE WITH SECTION 21-33-45 OF THE MISSISSIPPI CODE OF 1972 AS AMENDED AND OTHER SECTIONS OF SAID CODE.

Be it resolved by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, that the tax rate or levy of the municipality of the City of Oxford, Mississippi, and of the Oxford Municipal Separate School District shall be for the following purposes and amounts:

TAX RATE CITY OF OXFORD - 1997-98

	Proposed Mill Rate	Authority
General Fund	18.50	21-33-45
Parks & Recreation	2.00	21-37-45
Library	1.35	39- 3- 7
1984 General Obligation	1.60	21-33-45
1989 General Obligation	2.25	21-33-45
1995 General Obligation	4.30	21-33-45
School Bond & Interest	7.90	21-33-45
Votec Center	1.70	37-7-409
School Maintenance	42.00	37-57-409
School Minimum	2.00	37-57- 1
Total	83.60	

The above and foregoing Resolution having been first reduced to writing and read by the City Clerk of the said Board, considered section by section and then as a whole, and on the motion of Alderman Sharpe, seconded by Alderman Allen, it was adopted section by section and then as a whole, and the vote of the Alderman for the passage thereof, was as follows:

Alderman Mistilis	voted <u>aye</u>
Alderman Oliver	voted <u>aye</u>
Alderman Antonow	voted <u>aye</u>
Alderman Howell	voted <u>aye</u>
Alderman Allen	voted <u>aye</u>
Alderman Magee	voted <u>aye</u>
Alderman Sharpe	voted <u>aye</u>

Whereupon the Mayor declared the motion carried and the Resolution adopted, this the 16th day of September, 1997.

ATTEST:

/s/ Patricia Chadwick Lamar
PATRICIA CHADWICK LAMAR, MAYOR

/s/ Virginia H. Chrestman
Virginia H. Chrestman, City Clerk

DEMENT-MERIDIAN 57-8720

LANDSCAPE & ORDINANCE
UPDATE COMMITTEE:

Mayor Lamar announced the following
Landscape & Ordinance Committee:

LANDSCAPE AND ORDINANCE UPDATE COMMITTEE

David Magge, Chairman
Kelly Allen - Co-Chairman
Janice Antonow
Tom Sharpe
Mary Dendy
Ben Smith
Ed Perry
Seth Dabney
Billy Westbrook
David Bennett
Larry Britt
Vic Smith

ADVERTISEMENT FOR
EMPLOYMENT CODE
ENFORCEMENT OFFICER:

Upon the request of Ben Smith,
and David Bennett, it was moved
by Alderman Sharpe, seconded by
Alderman Antonow to authorize
advertisement for employment
of Code Enforcement Officer per
job description prepared. Salary
to be \$21,000.00 annually.
All the aldermen voting aye, Mayor
Lamar declared the motion carried.

RADIO REPAIR
SERVICE CONTRACT:

Steve Bramlett advised the Mayor
and Board of Aldermen that Calhoun
Communications is going out of
business. They have had the service
contract for repair to Police
Department Radios. He introduced
Otis Anderson of Anderson
Communications, a local vendor, who
has the service contract for the
Fire Department radio vehicles.
After discussion, it was decided
that repairs be made on an as needed
basis with the City Shop keeping
up with the paper work on each vehicle.

DEMENT—MERIDIAN 57-8720

ACCOUNTS:

It was moved by Alderman Mistillis, seconded by Alderman Allen to authorize payment of the Accounts as presented. All the aldermen voting aye, Mayor Lamar declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Sharpe, seconded by Alderman Antonow to authorize approval of the Electric Department Accounts as presented.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

TVPPA CUSTOMER
SERVICE CONFERENCE:

It was moved by Alderman Sharpe, seconded by Alderman Mistillis to authorize Billie Jean Webb and Judy Tramel to attend TVPPA Customer Service Conference in Nashville, TN, October 20-22 with a registration fee of \$275.00 each.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

ADVERTISEMENT FOR BIDS
SEWER, WATER, & STREET
EQUIPMENT:

Upon the request of David Bennett, it was moved by Alderman Howell, seconded by Alderman Oliver to authorize advertisement for bids for sewer pipe and manholes, air compressor for Street Department, vehicle for Water Department, four-wheeler and storage building for Industrial Park.

All the aldermen voting aye, Mayor Lamar declared the motion carried.

DEMENT - MERIDIAN 57-8720

ENLARGING SEWER
LINE-BICKERSTAFF ROAD:

Upon the recommendation of David Bennett, it was moved by Alderman Sharpe seconded by Alderman Antonow to authorize City Attorney Perry and David to prepare a contract with the DMC Builders Co., Inc. to enlarge the sewer line on Bickerstaff Road to 15 inches with the pipe and 3 manholes to cost an estimated \$20,000.00. All the aldermen voting aye, Mayor Lamar declared the motion carried.

PROPOSED SOIL BORES
JACKSON AVENUE:

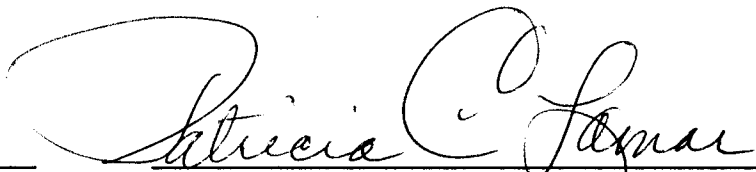
David Bennett, Public Works Director, presented a proposal from PSI for soil bores on Jackson Avenue. The water is seeping through the bank on the north side of Jackson Avenue 200 feet from Country Club Road. Estimated cost to bore is \$7,246.65.

It was moved by Alderman Magee, seconded by Alderman Sharpe to accept the proposal. All the aldermen voting aye, Mayor Lamar declared the motion carried.

RECESS:

It was moved by Alderman Magee, seconded by Alderman Sharpe to recess to meet at 4:30 p.m., Thursday, September 23, 1997. All the aldermen voting aye, Mayor Lamar declared the motion carried.


Virginia H. Chrestman, City Clerk


Patricia C. Lamar, Mayor

RECESS MEETING

September 23, 1997

4:30 P.M.

CALL TO ORDER:

Pursuant to that order September 16, 1997, the Mayor and Board of Aldermen did meet on Tuesday, September 23, 1997 at 4:30 P. M. in City Hall when and where the following were present:

Ulysses Howell, Mayor Protem - Presiding

John Mistilis - Alderman Ward I

E. O. Oliver - Alderman Ward II

Janice Antonow - Alderman Ward III

Kelly Allen - Alderman Ward V

David Magee - Alderman Ward VI

Tom Sharpe - Alderman At Large

Ed Perry - City Attorney

Virginia Chrestman - City Clerk

Ben Smith - Director of Planning & Development

David Bennett - Director of Public Works

Steve Bramlett - Chief of Police

Johnny Ernest - Superintendent of Electric Department

Billy Lamb - Superintendent of Buildings & Grounds

AGENDA:

An agenda containing 14 items was presented to each board member. Alderman Sharpe expressed concern about an agenda for a recess meeting. The agenda has not been published in the newspaper. He was under the impression that we recessed for a special item (to adopt the budget), Alderman Magee and Alderman Mistilis also expressed concern. After deleting several of the items, it was moved by Alderman Sharpe, seconded by Alderman Magee to adopt the amended agenda for the meeting. All the alderman voting aye, Mayor Protempore Howell declared the motion carried.

TASK FORCE
COMMITTEE

Vaughn Grisham, chairman of the task force committee for long range planing made a presentation of a formal motion made by the task force committee: recommended the offer of the Georgia tech team to the mayor and board of alderman. Encourage the Georgia tech team to use local resources in the preparation of the comprehensive plan. Expedite and intensify our leadership and visioning preparation as a task force so that we may utilize the precious little time we have left before the Thanksgiving holidays. Establish and declare a concise, unified mission-statement for this task force. inform the citizens of our purpose and agenda for city-wide brainstorming sessions that they may be considering their visions, desires and needs for the city of Oxford. Organize our time-line as a task force. The task force has been asked to perform this work by July 1, 1998 and all urban planning groups that Mr. Grisham has contacted is that it will take 15 months to pull this together. Georgia tech has responded most favorably and they are proposing to use two key members to lead graduate students, combined with local urban planners (Bridge and Slaughter) in a team effort to perform the work. If they do it, they want to know as soon as possible so that they can put their team together. The Georgia tech team will be lead by Dr. Chris Nelson and Professor Richard Dagenhart. We as the committee have received glowing recommendations concerning the two individuals from Georgia tech. Estimated cost is \$85,000.00. Mr. Grisham will talk with Georgia Tech and ask for a formal proposal that spells out what is to be done by all parties and the responsibility of each in this effort and the cost for the entire project.

TABULATION OF BIDS
FOR JEFFERSON-PRICE
REHAB PROJECT:

Pursuant to the public notice in the Oxford Eagle on August 22

**CONTINUATION OF
TABULATION OF BIDS
FOR JEFFERSON-PRICE
REHAB PROJECT:**

and 29, 1997 for bids for Jefferson-Price Sewer rehab project,
the following bids were received and opened at 2:00 P. M.,
September 22, 1997:

Bennett Construction \$186,885.00

Eutaw Construction \$173,155.00

Perma Corporation \$275,534.00

It was moved by Alderman Sharpe, seconded by Alderman
Antonow to accept the low bid of Eutaw in the amount of
\$173,155.00. All the Alderman voting aye, Mayor Protempore
Howell declared the motion carried.

**PROPOSAL FOR
SECURITY CAMERA
FOR FAULKNER STATUE:**

Johnny Ernest, Supt of the Oxford Electric Department
discussed with the board the matter of getting a security
camera to put on the Faulkner statue in an effort to monitor the
area in front of city hall. It will be attached to a VCR to
record. The board authorized Mr. Earnest to obtain quotes for
equipment as outlined by Mr. Earnest.

EXECUTIVE SESSION:

It was moved by Alderman Sharpe, seconded by Alderman
Antonow to remain in executive session to consider personnel
matters in the electric department. All the aldermen voting aye,
Mayor Protempore Howell declared the motion carried.

REGULAR SESSION:

It was moved by Alderman Sharpe, seconded by Alderman
It was moved by Alderman Sharpe, seconded by Alderman
Allen to return to regular session. All the alderman voting aye,
Mayor Protempore Howell declared the motion carried.

ALDERMAN MAGEE LEFT THE MEETING AT THIS TIME.

PERSONNEL DIRECTOR:

It was moved by Alderman Sharpe, seconded by Alderman
Antonow to put the position of personnel director back in the
budget at a salary of \$32,000.00 plus fringes. The vote was as
follows:

CONTINUATION OF
PERSONNEL DIRECTOR:

Aye - Sharpe, Antonow, Mistilis

No - Oliver, Allen, Howell
Being absent - Magee

City Attorney Perry advised that the motion fails as it did not receive an affirmative vote.

BUDGET 1997-98:

It was moved by Alderman Antonow, seconded by Alderman Allen to adopt the 1997-98 budgets. The vote was as follows:

Voting aye - Mistilis, Oliver,
Antonow, Howell,
Allen

Voting no - Sharpe

Being absent - Magee

Mayor Protempore Howell declared the motion carried.

BOND AND INTEREST BUDGET 1997-98

RECEIPTS;

ADVALOREM TAX	762,269.00
INCOME FROM STREET ASSESSMENTS	3,777.00
2% FOOD AND BEVERAGE FUNDS	200,000.00
BAPTIST MEMORIAL HOSPITAL	75,000.00
BEGINNING CASH & INTEREST INCOME	17,498.00
TOTAL	<u>1,058,544.00</u>

DISBURSEMENTS:

PRINCIPAL	622,660.00
INTEREST	<u>232,034.00</u>
PAYING AGENT FEES	3,850.00
1987 REVENUE BONDS	<u>200,000.00</u>
	<u>1,058,544.00</u>

DEMENT—MERIDIAN 57-8720

GENERAL FUND REVENUE 1997-98	
AD VALOREM TAX	\$1,034,728.00
PARK COMMISSION TAX LEVY	\$114,970.00
LIBRARY TAX LEVY	\$74,800.00
OVER 65 REIMB	\$58,374.00
IN LIEU OF TAXES	\$95,000.00
PENALTIES AND INTEREST	\$45,000.00
UTILITY TAX	\$90,000.00
PRIVILEGE LICENSE	\$28,000.00
FRANCHISE CHARGES	\$150,000.00
BUILDING & ZONING	\$30,000.00
PLUMBING	\$20,000.00
TAXI PERMITS	\$15.00
DOG LICENSES	\$50.00
LAW ENFORCEMENT TRAINING REIMB	\$5,000.00
MUNICIPAL AID FROM STATE	\$18,175.00
REIMB-TRANSFER STATION	\$35,000.00
FEMA REIMB - ICE STORM '94	\$75,922.00
SALES TAX	\$3,114,500.00
ABC LICENSES	\$30,000.00
FIRE PROTECTION	\$45,000.00
COUNTY AD VALOREM TAX	\$175,000.00
UNIVERSITY MS FIRE PROTECTION	\$185,000.00
OXFORD HOUSING AUTHORITY CONTRACT	\$33,500.00
SANITATION CHARGES	\$1,341,500.00
WASTE DISPOSAL	\$40,000.00
INCOME FROM SWIMMING POOL	\$7,000.00
SCHOOL COLLECTIONS	\$125,000.00
COURT FINES AND FORFEITS	\$275,000.00
PARKING FINES	\$6,500.00
MISCELLANEOUS	\$50,000.00
INTEREST EARNED	\$20,000.00
TRANSFER CEMETERY T & A	\$25,000.00
TRANSFER WATER & SEWER	\$275,000.00
TRAFFIC SAFETY GRANT	\$38,000.00
ELECTRIC DEPT. REIMB	\$30,000.00
TRANSFER BUS (2% FUNDS)	\$25,000.00
TAX EQUIVALENT - ELEC. DEPT.	\$540,450.00
TRANSFER RSVP	\$21,421.00
TOTAL	\$8,277,905.00
BEGINNING CASH	\$273,225.00
TOTAL	\$8,551,130.00
WATER AND SEWER REVENUE	
WATER SALES	\$1,740,558.00
SERVICE CONNECTIONS	\$60,000.00
SEWER CHARGES	\$1,043,768.00
INTEREST INCOME	\$20,000.00
MISCELLANEOUS	\$15,000.00
PENALTIES & SERVICE CHARGE	\$15,000.00
BEGINNING CASH	\$173,432.00
TOTAL	\$3,067,758.00

- 1 -

1997-98 BUDGETS

REC#	GENERAL_FUND	PERSONNEL_SER	SUPPLIES	OTHER_SERV	CAPITAL_OUTLA	TOTAL
1	LEGISLATIVE	\$61,637.00		\$5,000.00		\$66,637.00
2	JUDICIAL	\$95,845.00	\$12,000.00	\$9,700.00		\$117,545.00
3	EXECUTIVE	\$52,835.00		\$5,250.00		\$58,085.00
4	ELECTIONS	\$2,500.00				\$2,500.00
5	FINANCIAL	\$178,626.00	\$11,000.00	\$25,700.00	\$5,000.00	\$220,326.00
6	TAX ADM					\$0.00
7	LAW	\$57,376.00	\$100.00	\$800.00		\$58,276.00
8	DEPT. OF PLANNING	\$129,462.00	\$1,400.00	\$6,760.00	\$7,500.00	\$145,122.00
9	GENERAL GOV'T	\$653,500.00	\$7,500.00	\$231,000.00		\$892,000.00
10	COMMUNITY PROMOTION			\$43,000.00		\$43,000.00
11	POLICE DEPT.	\$1,607,570.00	\$254,500.00	\$71,000.00	\$93,518.00	\$2,026,588.00
12	FIRE DEPT.	\$1,326,461.00	\$37,000.00	\$56,200.00	\$60,000.00	\$1,479,661.00
13	GEN. CAPITAL IMP. FUND:					\$0.00
14	HWY & ST. MAINT	\$146,985.00	\$43,000.00	\$258,000.00	\$197,500.00	\$645,485.00
15	SANITATION ADM	\$36,800.00	\$2,050.00	\$4,300.00	\$5,000.00	\$48,150.00
16	STREET CLEANING	\$73,234.00	\$700.00		\$34,000.00	\$107,934.00
17	WASTE COLLECTION	\$508,663.00	\$16,500.00		\$77,000.00	\$602,163.00
18	WASTE DISPOSAL	\$54,943.00	\$5,500.00	\$296,900.00	\$57,000.00	\$414,343.00
19	WEED & GRASS	\$58,700.00	\$800.00			\$59,500.00
20	CEMETERY MAINT	\$64,100.00	\$1,000.00	\$800.00	\$1,000.00	\$66,900.00
21	HEALTH DEPT.			\$4,200.00		\$4,200.00
22	RAPE CRISIS			\$3,600.00		\$3,600.00
23	PARK & REC	\$345,161.00	\$42,300.00	\$86,500.00	\$108,384.00	\$582,345.00
24	SWIMMING POOL	\$24,394.00	\$20,166.00	\$10,000.00		\$54,560.00
25	RSVP	\$47,318.00	\$1,700.00	\$3,100.00		\$52,118.00
26	LIBRARY			\$74,800.00		\$74,800.00
27	CITY GARAGE	\$189,114.00	\$345,000.00	\$14,200.00	\$5,000.00	\$553,314.00
28	AIRPORT			\$5,000.00		\$5,000.00
29	HUMANE SOCIETY			\$44,400.00		\$44,400.00
30	BUILDING & GROUNDS	\$88,978.00	\$11,000.00	\$1,300.00	\$21,300.00	\$122,578.00
31	TOTAL	\$5,804,202.00	\$813,216.00	\$1,261,510.00	\$672,202.00	\$8,551,130.00
32						
33						
34	WATER AND SEWER FUNDS					
35						
36	ADM & GENERAL	\$200,793.00	\$6,000.00	\$63,250.08	\$777,446.92	\$1,047,490.00
37	FINANCE AND CUSTOMER			\$180,000.00		\$180,000.00
38	TRANSMISSION & DISB	\$189,860.00	\$83,000.00	\$4,800.00	\$117,000.00	\$394,660.00
39	TREATMENT & PURIFICATI	\$281,497.00	\$66,000.00	\$174,000.00	\$61,000.00	\$582,497.00
40	SOURCE OF SUPPLY	\$70,205.00	\$60,400.00	\$61,100.00	\$105,000.00	\$296,705.00
41	SANITARY SEWER LINE	\$152,406.00	\$38,000.00	\$1,000.00	\$375,000.00	\$566,406.00
42	TOTAL	\$894,761.00	\$253,400.00	\$484,150.08	\$1,435,446.92	\$3,067,758.00
43						

DEMENT-MERIDIAN 57-8720

EMPLOYEE

SALARY 1997-98

ALDERSON, VETRA GLENN	\$20,000.00
ANDERSON, EDDIE	\$22,778.49
ARBUCKLE, CHARLES W	\$18,214.14
AUSTIN, ROSEMARY	\$13,572.74
AVERY, JAMES PAUL JR	\$18,534.29
BABB, WALTER D	\$28,724.59
BELL, JAMES D. III	\$21,448.70
BELL, LOUIS EVERS	\$15,077.50
BELL, WILFRED A	\$22,609.60
BENNETT, DAVID N.	\$53,395.55
BISHOP, MARY	\$20,887.58
BISHOP, ROY W.	\$30,691.48
BISHOP, VICKI M	\$21,315.63
BOATRIGHT, AUBREY R	\$27,736.00
BOGUE, JERRY LYNN	\$20,590.96
BOLES, ANDREA E	\$19,815.45
BONDS, WILLIAM S.	\$22,067.38
BOOKER, FREDRICK H	\$20,658.56
BOWLES, WALTER DEAN	\$30,691.48
BOYD, ROBERT C JR	\$21,426.22
BRAMLETT, STEPHEN D	\$38,842.75
BROWN, GARY L	\$15,142.40
BROWN, JAMES C	\$15,142.40
BROWN, JERRY L	\$15,142.40
BROWN, JOHN H.	\$20,377.34
BROWN, JOHNNY L.	\$22,691.96
BURT, JAMES	\$23,919.04
CARPENTER, LYNDON H	\$27,176.55
CASTLE, GEORGE A	\$24,329.78
CHAIN, BELA J. III	\$20,000.00
CHATMAN, BOBBY GENE	hourly
CHINAULT, JOHNNY JR.	\$29,203.20
CHRESTMAN, VIRGINIA H.	\$42,198.62
CONNER, OWEN T	\$25,590.65
COOPER, PHILLIP A	\$31,189.82
CRAWFORD, RAY ED	\$21,361.60
CULLEN, JON WILLIAM	\$18,499.00
DAVIS, RICHARD	\$20,000.00
DEAL, JOHN EDWARE JR	\$19,815.45
DENNIS, WILLIE E	\$19,073.60
DICKINSON, TIMMY D	\$20,590.96
DUCHAINE, DAVID L	\$25,792.64
EAST, JOSEPH BARRY	\$25,549.55
FISHER, DONNA	\$25,000.00
FOX, DAVID LATRANE	\$15,142.40
GAFFORD, RUGER	\$28,724.59
GARDNER, AUBREY	
GARDNER, JOE GLENN	\$18,499.00
GARDNER, RUSSELL	\$18,499.00
GILLIAM, ARCHIE C	\$21,448.70
GOOLSBY, BOBBY LYNN	\$21,488.70
GOSSETT, DENNIS C.	\$22,938.57
HALE, STEPHEN K	\$22,067.38
HANKS, BYRON WAYNE	\$27,176.55

HOURLY

DEMENT—MERIDIAN 57-8720

HATCHER, WES	\$21,347.54
HAWKINS, TERRY	\$24,333.03
HERNANDEZ, BOBBY JOE	\$15,142.40
HILL, MICHAEL	\$22,067.38
HILLIARD, HERBERT P	\$15,142.40
HIPP, DANNY	\$23,284.68
HOLCOMBE, MARGARET	part time
HOLLAND, RONNIE	\$21,528.00
HOLLINGER, STANLEY R	\$17,392.12
HOLLOWELL, JAMIE R	\$22,067.38
HOLLOWELL, SAMUEL K	\$20,590.96
HOOD, EDWARD LEE	\$25,549.56
HOUSE, GENE F.	\$33,204.84
HOWE, MARVIN GLENN	\$21,102.28
IVY, ALAN D	\$25,988.68
IVY, CHARLES G.	\$17,457.02
IVY, MARVIN DEAN	\$22,735.23
JACKSON, ROLAND STACEY	\$27,076.77
JACO, RUBIN L	\$25,792.64
JAMES, HAROLD	\$30,786.66
JAMES, HUGHIE G	\$19,036.16
JENKINS, CHARLES C	\$29,988.98
JENKINS, JAMES M	\$23,284.68
JOHNSON, JERRY D.	\$30,927.43
JONES, ALLEN ANTHONY	\$37,407.92
JONES, FOREST GAIL	\$19,815.45
JONES, HARVEY L.	\$18,033.78
JONES, RANDY R	\$20,590.96
KING, DICKIE	\$19,500.00
KILPATRICK, ROBERT E	\$23,284.68
KIMMONS, JAMES	\$2,412.20
KINCAID, BRYCE	\$21,347.54
KING, GWEN	\$16,554.70
KING, JAMES	\$24,333.03
KISNER, FAYE	\$23,144.78
KITCHENS, LEE B	\$21,448.70
KNIGHT, MICHAEL K	\$19,780.80
KNIGHTON, LAWRENCE	\$25,988.68
LAMB, BILLY WAYNE	\$29,733.99
LASWELL, CATHERINE M	\$18,401.80
LASWELL, TIMOTHY D	\$22,568.00
LEETON, JAMES D. JR.	\$29,203.20
LESTER, MCKENLY B	\$16,656.38
LEVY, JOHN A.	\$21,448.70
LEWIS, JIMMY A. JR	\$27,176.55
LEWIS, STEVEN RONALD	\$21,347.54
LILES, G. A	\$31,524.31
LINDSEY, LARRY ROSS	\$23,284.68
LINDSEY, TERRY W	\$21,448.70
LOGAN, JASON LEE	\$18,499.00
MADKINS, JOHN S. JR.	\$25,590.65
MARTIN, MICHAEL D	\$29,988.98
MATHIS, KENNY	\$15,142.40
MATHIS, MICHAEL	\$14,601.60
MCCALISTER, CHRIS	\$24,333.03
MCCCLUSKEY, RANDY G	\$19,706.75

DEMENT-MERIDIAN 57-8720

MCDONALD, WILLIAM TERRY	\$38,618.98	
MCEWEN, MICHAEL S	\$17,846.40	
MCKINNEY, LARRY D. JR	\$18,499.00	
METTS, RONALD	\$30,952.42	
MICHAEL, GAYLEN	\$21,347.54	
MICHAEL, SHIRLEY F.	\$31,345.84	
MILAM, MICHAEL DAVID	\$18,499.00	
MILLER, BRENT GILL	\$18,499.00	
MILLS, DON	\$24,333.03	
MILLS, LESLIE SCOTT	\$29,988.98	
MILLS, RONNIE HUGH	\$27,076.85	
MITCHELL, MARY ANN	\$20,493.35	
MOORE, ANDREW F.	\$25,000.00	
MOORHEAD, BRIAN S.	\$24,333.03	
MORGAN, ELZIE JR	\$28,535.31	
MORRIS, MICHAEL G	\$15,142.40	
MORRIS, PAULA	\$16,640.00	
NARON, CARROLL REED	\$18,499.00	
OWENS, CHRISTOPHER D	\$17,846.40	
OWENS, DAVID ANDREW	\$27,176.55	
OWENS, JAMES E	\$24,814.60	
OXNAM, EUGENE J.	\$2,270.00	
PACE, H. JOE	\$23,284.68	
PEGUES, JAMES H.	\$19,858.17	
PERRY, F. EDWIN	\$28,871.60	
PETTIS, HAROLD	\$29,988.98	
PETTIS, LARRY L.	\$21,448.70	
PIERCE, GUY R. JR	\$21,448.70	
PIERCE, JOHN W.	\$22,692.80	
POPERNICK, RICHARD M	\$26,713.90	
PRICE, DOCK	\$15,077.50	
PRICE, JOHN R	\$16,548.48	
PRYOR, WILLIAM E. JR.	\$19,057.79	
QUARLES, DALE E	\$15,724.80	
RAGON, JAMES E JR	\$31,200.00	
RAY, BENNIE DAVID	\$21,199.36	
RAY, KEN	\$21,458.94	
REDDI, CHAD	\$19,968.49	
REIFERS, JAMES S	\$22,028.14	
ROBERTSON, CHRISTOPHER	\$21,347.54	
ROBINSON, JAMES B.	\$28,132.41	
ROOKS, THELBERT JR.	\$16,879.44	
ROY, DARIN M	\$20,590.96	\$21,448.70
RUFFIN, NATALIE L	\$21,426.22	
RUSSELL, RANDALL G	\$24,866.52	
SALIS, CARY A	\$21,448.70	
SAVAGE, CONNIE	\$21,944.00	
SAVAGE, LERONDA A	\$26,000.04	
SCRUGGS, J. W.	\$2,270.00	
SHAW, ELMER D	\$20,571.20	
SHAW, JAMES	\$20,961.40	
SIMMONS, HATTIE B	\$23,923.64	
SLAYTON, JASON	\$19,968.49	
SMITH, BEN A	\$51,936.76	
SMITH, ROBERT WADE	\$18,499.00	
SMITH, VICTOR	\$29,435.20	

SNEED, SHURAL Q	part time	
SOCKWELL, DAVID M		\$15,754.04
STARK, JOHN K.		\$24,333.03
STORRS, RODRIC A, JR		\$18,499.00
TALLIE, KENDRICK D		\$15,142.40
TATUM, WILLIAM LEE		\$22,067.38
TAYLOR, JAMES GLYNN		\$27,730.33
TAYLOR, JEFF		\$20,590.96
THOMPSON, MICHAEL K.		\$15,142.40
THORNTON, THOMAS RAY		\$29,988.98
THWEATT, HOWARD C		\$22,067.38
THWEATT, RICHARD G.		\$18,499.00
TIDWELL, MELVIN		\$19,320.08
TIDWELL, WILLIAM K.		\$20,590.96
TINNER, GREGORY A		\$15,142.40
TOLES, ED		\$21,347.54
TOLES, RICHARD		\$19,620.22
TOLES, SAMANTHA		\$21,278.59
TUTOR, DANIEL A		\$29,988.98
VAXTER, JAMES C.		\$29,203.20
WALLER, ANDRETH H		\$30,952.42
WEBB, ANTHONY J.		\$25,618.85
WEBB, THOMAS LYTLE		\$24,866.52
WELCH, ROBERT		\$17,305.60
WELLS, DEWEY		\$30,952.42
WELLS, JR LLOYD G		\$14,904.44
WHITE, JAMES MICHAEL		\$15,724.80
WHITEHEAD, TERRY G		\$18,499.00
WILLIAMS, CLARENCE A		\$20,590.96
WILLIAMS, JAMES		\$23,405.82
WILLIAMS, JIMMY M		\$24,333.03
WILLIAMS, JORIAN		\$21,347.54
WILLIAMS, RONALD L		\$23,284.68
WILLINGHAM, EVELYN		\$18,033.78
WILSON, CURLEY LEE		\$15,748.09
WINTERS, WILSON W.		\$21,361.60
WOOD, TIMOTHY C		\$22,950.20
WOODS, JOHNNY L.		\$15,142.40
WORTHAM, ELLA D		\$18,061.36
ZAMPELLA, PHILLIP T.		\$24,333.03


ANNOUNCEMENTS:

Chief Bramlett presented information to the board concerning the crime prevention bill and encouraged the board to lobby the legislature in this matter upon receiving notice from the MMA. He also advised the board that the notice for employment of a patrolman and dispatcher did not run in the Oxford Eagle. A new notice is being prepared and the deadline for applications extended accordingly.

ADJOURN:

It was moved and seconded to adjourn the meeting Sine-Die.


Virginia H. Chrestman, City Clerk


Ulysses Howell, Mayor Protempore

498 MINUTE BOOK No. 48, CITY OF OXFORD

MENT—MERIDIAN 57-0720