

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

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

REGULAR MEETING

7:00 p.m. April 3, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 p.m. Tuesday, April 3, 1990 in the Board Room of City Hall when and where the following were present:

- John Leslie, Mayor - Presiding
- Devon Jones - Alderman Ward I
- Jim Reeves - Alderman Ward II
- Patricia C. Lamar - Alderman Ward III
- Bernie Smith - Alderman Ward IV
- Ed Cardwell - Alderman At-Large
- Ed Perry - City Attorney
- Virginia H. Chrestman - City Clerk
- Debbie McLarty - Tax Assessor
- Billy White - Chief of Police
- Terry McDonald - Fire Chief
- Ernie Walker - City Shop Foreman
- Steve Beatty - Superintendent of Sanitation
- Lloyd McClendon - Superintendent of Oxford Electric
- Connie Lagrone - City Engineer
- Ben Smith - Director of Planning & Development

MINUTES:

There being no additions or corrections, the minutes of March 20, 1990 were approved as printed.

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ACCOUNTS:

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

CEDAR OAKS:

Gladys Starnes came before the Mayor and Board of Aldermen to advise that 1500 persons went through Cedar Oaks last year and to affirm that Cedar Oaks is a tourist attraction. The Community Options Committee has recommended that \$5,000.00 be given to Cedar Oaks from the 2% tax on prepared food. Mrs. Starnes advised that Cedar Oaks will be open for tours by appointment and that the money is needed to print brochures to be put in the welcome centers coming into the State of Mississippi. It was moved by Alderman Reeves, seconded by Alderman Jones that this request be tabled until guidelines can be worked out concerning how to spend money from the 2% fund. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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NORTH MS RETARDATION CENTER
COMMUNITY SERVICES:

Gary Dancer, Lou Anne Foshee and Tracey came before the Mayor and Board of Aldermen to make a presentation to show what the North Miss Retardation Center Community Services and Lafayette Industries do to assist the handicapped persons working. They encouraged the city to consider employing handicapped persons if the city has a need that one of their employees can fill.

RECOMMENDATION FROM
COMMUNITY OPTIONS COMMITTEE:

Dr. Chester McLarty, Chairman of the Community Options Committee came before the Mayor and Board of Aldermen to present a recommendation from the Community Options Committee that the firm of Pannel, Kerr, Forster of Memphis, TN be employed to prepare a feasibility study for the City of Oxford to determine the need for a convention/ civic center. It was moved by Alderman Lamar, seconded by Alderman Reeves that the firm of Pannel, Kerr, Forster be invited to make a presentation to the Board of Aldermen. Dr. McLarty stated that it would take about three months for the study and the the estimated cost is \$25,000.00. All members of the Board of Aldermen voting aye, Mayor Leslie declared the motion carried.

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TABULATION OF BIDS FOR
COMPUTER, PRINTER AND
SOFTWARE FOR CITY SHOP:

Pursuant to the Public Notice in
The Oxford Eagle on March 12, 19
and 26, 1990, the following bids
were opened and read at 2:00 p.m.

<u>Company</u>	<u>Computer</u>	<u>Printer</u>	<u>Total</u>
Oxford Computational Graphics			\$1852.00
Computers, Inc. Clarksdale	\$1799.00	\$899.00	\$2698.00
Applies Interactive Technologies, Inc. Jackson, MS			\$2477.98
Besco Tupelo			\$3241.75
Cedaco Tupelo, MS			\$2656.35
C J's Computer Systems Water Valley, MS			\$3380.00
Forms & Supplies Memphis, TN	\$2470.00	\$469.00	\$2939.00

BIDS ON SOFTWARE

Cedaco Jackson, MS	\$309.95
C J's Computer Systems Water Valley, MS	\$520.00
Oxford Computational Graphics	\$269.00
Besco Tupelo, MS	\$406.00
Forms & Supplies Memphis, TN	\$1264.00

Upon the recommendation of Ernie Walker,
it was moved by Alderman Jones, seconded
by Alderman Reeves to take the bids under
advisement and consider them at the
April 17, 1990 meeting. All the
Aldermen voting aye, Mayor Leslie
declared the motion carried.

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TABULATION OF BIDS FOR
1990 TRACTOR WITH HYDRAULIC
BOOM ROTARY MOWER:

Pursuant to the Public Notice in The Oxford Eagle on March 13, 20, 1990, two bids were received and opened at 2:00 p.m. for the 1990 Tractor with hydraulic boom rotary mower. Steve Beatty, Superintendent of the Sanitation Department advised the Board that there was an error in the specifications concerning the mower. It was moved by Alderman Lamar, seconded by Alderman Cardwell to reject the bids and to readvertise for bids with the bids to be opened at 2:00 p.m. on the 17th day of April, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS FOR
COMMUNICATION SERVICE
MONITOR AND PORTABLE
ELECTRIC METER TEST EQUIPMENT:

Pursuant to the Public Notice in The Oxford Eagle on March 20 and 27, 1990, the following bids were received and opened at 2:00 p.m:

BIDS ON COMMUNICATIONS SERVICE MONITOR

CT Systems	\$5220.25
TESSCO	\$5561.54

BIDS ON METER TEST EQUIPMENT

Multi-Amp Corp.	\$2820.00
Tennessee Valley Elec. Supply Co.	\$3045.00

Upon the recommendation of Lloyd McClendon, it was moved by Alderman Lamar, seconded by Alderman Jones to accept the bid of CT Systems in the amount of \$5,220.25 and Multi-Amp Corp. in the amount of \$2820.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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TABULATION OF BIDS FOR
 SALE AND REMOVAL OF METAL
BUILDING-UNIVERSITY AVENUE:

Pursuant to the Public Notice in
 The Oxford Eagle on March 19, and
 26, 1990, the following bids were
 received and opened at 2:00 p.m.:

<u>BIDDER</u>	<u>Amount Bid to be Paid to remove, haul off and clean up</u>	<u>Amount Bid to remove concrete slab and haul off</u>	<u>Total Bid</u>
S & L Contractors 720 North Lamar Oxford, MS	\$4,092.64	\$2,684.21	\$6,776.85
Martin & Martin Contr. % Hoot Williams	\$3,100.00	\$6,300.00	\$9,400.00
Wade Wortham	\$ 500.00		\$ 500.00

After determining that bidders wanted the city to pay them for the removal of the building, and the fact that Wade Wortham could not provide insurance, it was moved by Alderman Lamar, seconded by Alderman Jones to reject all bids and to authorize the Electric Department to tear the building down and haul to the dump as their work schedule permits. All the aldermen voting aye, Mayor Leslie declared the motion carried.

APPOINTMENT - OXFORD
 HOUSING AUTHORITY:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize the reappointment of D.B. Sanders to the Oxford Housing Authority for a five year term. All the aldermen voting aye, Mayor Leslie declared the motion carried.

APPOINTMENT CONT'D:

The members of the Oxford Housing Authority are:

Max Williams	April 24, 1991
Guy Gillespie	April 24, 1992
Michael Landon	April 24, 1993
Susie Marshall	April 24, 1994
D.B. Sanders	April 24, 1995

EMPLOYMENT
FIRE FIGHTER:

Fire Chief McDonald recommended the employment of Gregory Dale Howard as Firefighter. As the aldermen had not reviewed all applications, it was moved by Alderman Cardwell, seconded by Alderman Lamar to continue this matter until the next meeting. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ENGINEER - WASTEWATER
TREATMENT PLANT:

It was moved by Alderman Smith, seconded by Alderman Lamar to send scope of work and ask the following engineering firms to submit a proposal for the work:

Fisher, Phillips & Arnold Engineers,
Inc.
BCM
Elliott/Britt - Neal Schaffer
Engineering Service

The board will meet on Thursday, April 12th to consider the proposals. The vote was as follows:

Voting aye - Lamar, Smith, Jones,
Cardwell

Voting No - Reeves

Mayor Leslie declared the motion carried.

RESIGNATION
POLLY MARTIN -
ELECTRIC DEPARTMENT:

It was moved by Alderman Lamar, seconded by Alderman Jones that the resignation of Polly Martin from the Electric Department be accepted. Polly is resigning due to health reasons. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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ANIMAL SHELTER:

Mayor Leslie appointed the following committee to study the animal shelter and make a recommendation to the board:

Ben Smith, Director of Planning
Ed Cardwell, Alderman
John Leslie, Mayor

SAND FROM INDUSTRIAL
PARK ON HIGHWAY 7 SOUTH:

Upon the recommendation of Connie Lagrone, City Engineer, it was moved by Alderman Lamar, seconded by Alderman Reeves to authorize the ASCS to use sand from the back of the City Industrial Park on Highway 7 South for the Burney Branch Project. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PARKING LOT BEHIND
RELIABLE GLASS:

Ben Smith reported that the Quit Claim Deeds to the property needed behind Reliable Glass as almost complete.

EXEMPTION FROM AD VALOREM
TAX FOR EXPANSION AT
WHIRLPOOL:

Mayor Leslie read a letter from Whirlpool requesting that they be exempt from Ad Valorem Tax on the proposed expansion at the plant on Old Taylor Road. It was moved by Alderman Smith, seconded by Alderman Lamar to grant the exemption. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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A RESOLUTION AUTHORIZING THE DONATION OF SURPLUS MUNICIPAL PROPERTY TO THE UNIVERSITY OF MISSISSIPPI FOUNDATION IN ACCORDANCE WITH PROVISIONS OF HOUSE BILL 1732

WHEREAS, House Bill 1732, as passed by the Legislature of the State of Mississippi, authorizes the City of Oxford, Mississippi, to donate certain surplus municipal property to the University of Mississippi Foundation; and

WHEREAS, the property described herein is hereby declared to be surplus municipal property not used for municipal proposes; and

WHEREAS, The University of Mississippi Foundation intends to utilize said property for construction of a place of residence for Chuckie Mullins and his guardian, Carver Phillips; and

WHEREAS, Construction of such residence constitutes a charitable and humanitarian use of such surplus municipal property;

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Oxford, Mississippi.

1. That the following described surplus municipal property be donated to the University of Mississippi Foundation:

A parcel of land in the Southwest Quarter (SW 1/4) of Section 16, Township 8 South, Range 3 West, in the City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at an iron pipe found on the south right-of-way line of Molly Barr Road, said pipe being the northwest corner of lot number 3 of Johnny Blair Subdivision and also being located 432.5 feet North and 252.2 feet East of the southwest corner of Section 16, Township 8 South, Range 3 West; run thence S 41 degrees, 18 minutes, 48 seconds E, leaving the right-of-way line of Molly Barr Road, for a distance of 150.00 feet to a an iron pin set; run thence S 43 degrees, 00 minutes, 30 seconds W for a distance of 100.00 feet to an iron pin set; run thence N 48 degrees, 57 minutes, 42 seconds W for a distance of 150.00 feet to an iron pin set on the south right-of-way line of Molly Barr Road; run thence along said right-of-way line lying in a circular curve to the right for 120.18 feet, said curve having a radius of 641.20 feet with a chord bearing of N 43 degrees, 19 minutes, 03 seconds E and a chord length of 120.00 feet, to the point of beginning of the herein described parcel of land; said parcel contains 0.39 acre, more or less.

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2. That Mayor John O. Leslie is hereby authorized to execute and deliver a warranty deed to such property.

3. That title to such property be vested in the University of Mississippi Foundation as provided in House Bill 1732.

This Resolution having first been read and considered at the April 3, 1990, meeting of the Mayor and Board of Aldermen, motion was made by Alderman Lamar , seconded by Alderman Reeves , to adopt the Resolution. The Resolution was passed and adopted by the following vote:

Alderman Jones voted	<u>aye</u>
Alderman Reeves voted	<u>aye</u>
Alderman Lamar voted	<u>aye</u>
Alderman Cardwell voted	<u>aye</u>
Alderman Smith voted	<u>aye</u>

Mayor Leslie declared the Resolution passed and adopted this the 3rd day of April, 1990.

JOHN O. LESLIE, MAYOR

Attest:

VIRGINIA H. CHRESTMAN, CITY CLERK

(Seal)

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STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, pursuant to House Bill 1732, Mississippi Local and Private Laws, 1990, the CITY OF OXFORD, MISSISSIPPI, a municipality organized and existing under the laws of the State of Mississippi, does hereby convey and warrant unto THE UNIVERSITY OF MISSISSIPPI FOUNDATION, a non-profit corporation organized and existing under the laws of the State of Mississippi, the following described property situated in the City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

A parcel of land in the Southwest Quarter (SW $\frac{1}{4}$) of Section 16, Township 8 South, Range 3 West, in the City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at an iron pipe found on the south right-of-way line of Molly Barr Road, said pipe being the northwest corner of lot number 3 of Johnny Blair Subdivision and also being located 432.5 feet North and 252.2 feet East of the southwest corner of Section 16, Township 8 South, Range 3 West; run thence S 41 deg.-18'-48" E, leaving the right-of-way line of Molly Barr Road, for a distance of 150.00 feet to an iron pin set; run thence S 43 deg.-00'-30" W for a distance of 100.00 feet to an iron pin set; run thence N 48 deg.-57'-42" W for a distance of 150.00 feet to an iron pin set on the south right-of-way line of Molly Barr Road; run thence along said right-of-way line lying in a circular curve to the right for 120.18 feet, said curve having a radius of 641.20 feet with a chord bearing of N 43 deg.-19'-03" E and a chord length of 120.00 feet, to the point of beginning of the herein described parcel of land; said parcel contains 0.39 acre, more or less.

The City of Oxford hereby reserves a general utility easement five feet in width along with and parallel to the north line of the above-described property; a ten foot wide general utility easement along with and parallel to the east line of the above described property; and a five foot wide general utility easement along with and parallel to the south line of the above described property.

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This property is part of that certain parcel conveyed to the City of Oxford, Mississippi, by A Special Court of Eminent Domain by judgement as recorded in Book 214, Page 543, of the records of the Clerk of the Chancery Court of Lafayette County, Mississippi.

WITNESS OUR SIGNATURES on this the 3rd day of April, 1990.

CITY OF OXFORD, MISSISSIPPI

BY: _____
John O. Leslie, Mayor

ATTEST:

Virginia H. Chrestman, City Clerk

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, JOHN O. LESLIE and VIRGINIA H. CHRESTMAN, Mayor and City Clerk, respectively, of the CITY OF OXFORD, MISSISSIPPI, a municipality, who each acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein stated, for and on behalf of and as the act and deed of said City of Oxford, Mississippi, after being so authorized by said City of Oxford, Mississippi, to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the _____ day of April, 1990.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ADDRESS OF GRANTOR:

City of Oxford, Mississippi
City Hall
107 South Lamar Blvd.
Oxford, MS 38655
(601) 232-2312

ADDRESS OF GRANTEE:

University of Mississippi Foundation
P. O. Box 249
University, MS 38677
(601) 232-5944

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MISSISSIPPI LEGISLATURE

REGULAR SESSION 1990

By: Representative Perry

TO: LOCAL AND PRIVATE LEGISLATION

HOUSE BILL NO. 1732

1. AN ACT TO AUTHORIZE THE GOVERNING AUTHORITIES OF THE CITY OF
2. OXFORD, MISSISSIPPI, TO DONATE AND CONVEY A PARCEL OF SURPLUS REAL
3. PROPERTY OF THE CITY TO THE UNIVERSITY OF MISSISSIPPI FOUNDATION;
4. AND FOR RELATED PURPOSES.
5. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:
6. SECTION 1. The governing authorities of the City of Oxford,
7. Mississippi, are authorized and empowered, in their discretion, to
8. donate and convey title to an undeveloped parcel of real property
9. located within the corporate limits of and owned by the city which
10. is not used for municipal purposes, not exceeding one (1) acre, to
11. the University of Mississippi Foundation, a bona fide not for
12. profit civic corporation organized and existing under the laws of
13. the State of Mississippi and granted tax exempt status by the
14. Internal Revenue Service, under such terms and conditions as may
15. be mutually agreed upon by the city and the foundation. Before
16. such real property may be conveyed to the foundation, the
17. governing authorities of the city first must adopt a resolution
18. describing the property to be donated, stating that the property
19. is not used for municipal purposes and therefore is surplus
20. property, and stating the purposes for which the foundation
21. intends to utilize the property, which must be for charitable and
22. humanitarian purposes. After the adoption of the resolution, the
23. mayor of the city is authorized to execute a warranty deed
24. conveying such property to the foundation. Such deed shall not be
25. required to contain a reverter clause or contain a provision
26. retaining the mineral rights for the city, notwithstanding any

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27. provision of Section 21-17-1, Mississippi Code of 1972, to the
28. contrary.
29. SECTION 2. This act shall take effect and be in force from
30. and after its passage.

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H. B. No. 1732
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ST: City of Oxford may donate surplus city
property to University of Mississippi
Foundation.

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CITY SIGN ORDINANCE:

Ben Smith advised that the Planning Commission will be holding a Public Hearing on April 9, 1990 at 5:00 p.m. to consider changes to the City of Oxford sign ordinance. In the meantime, numerous requests are being made for signs. It was moved by Alderman Lamar, seconded by Alderman Smith that the City of Oxford not issue any permits for signs for a period of 60 days until the city can study the sign ordinance. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MMA PERSONNEL SEMINAR
MAY 2, 1990, JACKSON, MS:

It was moved by Alderman Lamar, seconded by Alderman Jones to authorize one person from the city personnel to attend the seminar in Jackson on May 2, 1990, conducted by the MMA for Personnel. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MMA CONVENTION
JUNE 13-15, 1990:

It was moved by Alderman Reeves, seconded by Alderman Lamar, to authorize attendance at the MMA Convention in Biloxi, June 13-15, 1990 and to authorize payment of registration fee and hotel reservation. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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TABULATION OF BIDS
FOR FLYGT CS 3102 PUMP:

Pursuant to the Public Notice in
The Oxford Eagle on March 13, 20,
1990, the following bids were
received and opened at 2:00 p.m.:

Southern States Industries, Inc.	\$1,799.00
Jack Tyler Engineering Co. of Tennessee	\$2,808.00

It was moved by Alderman Lamar,
seconded by Alderman Reeves to
accept the bid of Southern States
Industries, Inc. in the amount of
\$1,799.00. All the aldermen voting
aye, Mayor Leslie declared the
motion carried.

TABULATION OF BIDS FOR
MOWER FOR WATER PLANT
AND LIFT STATIONS:

Pursuant to the Public Notice in
The Oxford Eagle on March 14 and 21,
1990, the following bid was received
and opened at 2:00 p.m.:

Kut-Kwick Corporation Brunswick, GA	\$8,749.00
Additional Option if desired: Hour Meter	63.00

It was moved by Alderman Lamar,
seconded by Alderman Reeves to
accept the bid of Kut-Kwick in
the amount of \$8,749.00 and not
the option. All the aldermen
voting aye, Mayor Leslie declared
the motion carried.

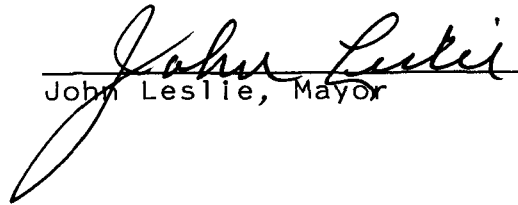
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RECESS MEETING:

It was moved by Alderman Lamar, seconded by Alderman Reeves to recess to meet on Thursday, April 12, 1990 at 5:00 p.m. All the aldermen voting aye, Mayor Leslie declared the motion carried.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

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SCOPE OF SERVICES

Design and Construction Phase
Engineering Wastewater Treatment Improvements
City of Oxford, Mississippi

Description of Project

The City of Oxford, Mississippi proposes to make certain improvements to its existing wastewater treatment facility, which consist of the following major components:

1. Construct 3.5 MGD oxidation ditches
2. Conversion of existing aeration basins to secondary clarifiers
3. Approximately 12.5 acres of sludge lagoons, utilizing as much of the existing levees as possible
4. Renovations/additions to existing facilities

Design Phase Engineering

The scope of basic services to be provided during the design phase of the project will consist of:

1. SRF Facilities Plan - Prepare a facilities plan in accordance with the requirements of the Mississippi Department of Environmental Quality by June 1, 1990, for securement of funding through the DEQ State Revolving Fund (SRF) Loan Program;
2. Assistance With SRF Application - Assist the city in procedural matters pertaining to securement of project funding as outlined in the State Revolving Fund Loan Program;
3. Field Surveys - Conduct such surveys as needed for the proper layout, design, and grading of the project, such as topographic survey, vertical, and horizontal control, etc.;
4. Other Professional Expertise - Retain electrical and geotechnical professionals as may be required to ascertain proper design;

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5. Design/Preparation of Plans and Specifications - Design all components of the projects and prepare construction drawings, specifications, and related contract documents by April 1, 1991 necessary for the construction of the project;
6. Agency Approvals - Obtain approval of construction drawings, specifications, and contract documents from government agencies having jurisdiction over the project;
7. Opinion of Cost - Prepare a post-design opinion of probable cost for construction of the project;
8. Incidental Services - Provide such incidental services as are reasonably and normally associated with design phase engineering;
9. Design Criteria - Facility shall be designed to meet effluent parameters as set forth by DEQ;

Construction Phase Engineering

The scope of basic services to be provided during the construction phase of the project will consist of:

1. Assistance in Obtaining/Evaluating Bids - Distribute construction drawings/specifications to prospective bidders, respond to questions and comments from prospective bidders. Issue an addenda as required, assist city at bid openings and prepare certified tabulation of bids, and make recommendations for the best interest of the city concerning acceptance or rejection of bids received;
2. Assistance In Contract Award And Preliminary Matters - Assist city in securement of executed contract documents and conduct a pre-construction conference with contractor and other interested parties;
3. Resident Project Representative - Provide a full-time qualified construction inspector at the project site to observe the progress and quality of the contractors work;
4. Periodic Engineering Inspectors - Make periodic visits to the project site at appropriate intervals to observe the progress and quality of the contractors work and to consult and/or advise the resident project representative;

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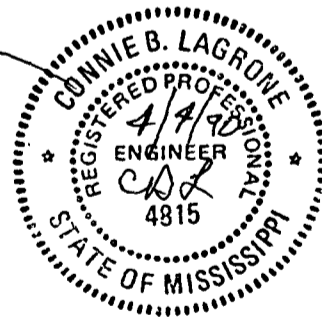
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- 5. Review Shop Drawings And Submittals - Review contractor's shop drawings and submittals for reference and compliance with construction drawings and/or specifications;
- 6. Interpretations Of Contract Documents - Issue necessary interpretations of the construction drawings, specifications, or other contract documents and in connection therewith prepare work directives and change orders as may be required;
- 7. Testing - Require testing of the contractor's work and review test reports to determine compliance with contract documents;
- 8. Contractors Pay Request - Determine amounts owing to contractor and make recommendations to city concerning such amounts each month;
- 9. Q & M Manual - Prepare three copies of an operation and maintenance manual for the city's use upon completion of the project's construction;
- 10. Final Inspection/Project Closeout - Conduct final project inspections to establish substantial completion and final completion dates and assist city in compiling final documentation of project closeout;
- 11. Certification/Record Drawings - Certify as to the project's completion in accordance with contract documents and provide city with record drawings of the project;
- 12. Incidental Services - Provide such incidental services as are reasonably and normally associated with construction phase engineering;

Connie B. Lagrone

Connie B. Lagrone, P.E.
City Engineer
Oxford, MS 38655

April 4, 1990

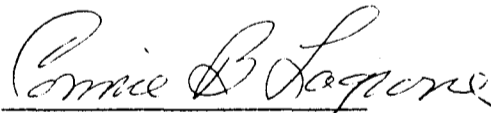


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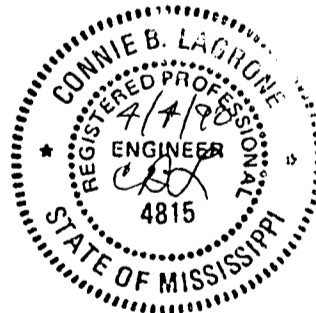
BASIS FOR SUBMITTING FEE PROPOSALS

1. Estimated construction cost including renovation/additions to existing facility is \$2,830,000.00.
2. Price proposals to be submitted on a comprehensive **LUMP SUM** basis including, but not limited to, all design, construction, inspections, testing and other related fees associated with the completed project.
3. No alternate or qualified proposals shall be accepted.
4. The City of Oxford reserves the right to reject any and all proposals and to select the proposal it deems to be in the best interest of the city.
5. All firms shall have professional liability insurance and show proof of same.
6. An engineering investigation of wastewater treatment needs will be available to all firms submitting a proposal.
7. Proposals shall be submitted to John O. Leslie, Mayor, 107 South Lamar, Oxford, MS 38655, in a sealed envelope, no later than Thursday, April 12, 1990. Proposals will be awarded or rejected by 5:00 P.M. April 12, 1990.



Connie B. Lagrone, P.E.
City Engineer
Oxford, MS 38655

April 4, 1990



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ENGINEERING PROPOSALS
CONTINUED:

The following proposals were publicly opened at 5:00 p.m. and read aloud:

BCM Converse	\$334,950.00
Elliott & Britt/Neel-Schaffer	\$269,000.00
Engineering Service	\$257,191.00
Fisher-Phillips-Arnold Engineers, Inc.	\$200,000.00

It was moved by Alderman Smith, seconded by Alderman Lamar to accept the lowest proposal (Fisher-Phillips-Arnold Engineers, Inc. in the amount of \$200,000.00). The vote was as follows:

Voting aye - Jones, Lamar, Smith,
Cardwell

Voting No - Reeves

Mayor Leslie declared the motion carried.

PURCHASE OF AIRLESS
SPRAY GUN:

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize the purchase of an airless spray gun in the amount of \$615.00 from Sherwin Williams based on quotes received for the paint department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PAYMENT OF TRAFFIC
PAINT INVOICE:

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize payment in the amount of \$2,400.00 to A & B Paint Striping Company, Inc., for white traffic paint based on quotes. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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SURPLUS PROPERTY:

It was moved by Alderman Reeves, seconded by Alderman Lamar to declare the following surplus property and to authorize Public Auction to be held on May 5, 1990 and that a minimum bid of \$2,500.00 be required for the 1985 Oldsmobile 2-door Calais. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SURPLUS PROPERTY TO BE AUCTIONED MAY 5, 1990

- (1) 1974 Honda CB750 Motorcycle
VIN#CB7502348617
Title No. 1256815-0-2
Title Date: 10/17/74
- (2) 1983 Ford LTD Crown Victoria
VIN#ABP43F3DZ115209
Title No. 3509922-5-01
- (3) 1952 Dodge 3/4 Ton 4 x 4 Army Vehicle
VIN#80046651
- (4) 1985 Oldsmobile 2-door Calais
VIN#1G3NF27U9FC064215
Title No. 5154963-01
Date of Title: 4/6/89

SANITATION DEPARTMENT VEHICLE

- (1) 1970 2½ Ton Cab over Custom 700 Ford Truck
VIN#C70EVW31864

PAYMENT TO DARRELL'S
AUTO REPAIR:

Upon the request of Steve Bramlett, it was moved by Alderman Reeves, seconded by Alderman Cardwell to authorize payment of \$63.07 to Darrell's Auto Repair in Jackson for repair of police car that Terry Hawkins had in Jackson and it would not start. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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EMPLOYMENT OF
FIRE FIGHTER:

There came on for discussion the employment of a fire fighter. Four applications were given to the Aldermen to review. These are the four that passed the agility test. After checking one of the four does not have a valid drivers license. It was moved by Alderman Reeves, seconded by Alderman Cardwell to authorize the employment of Eddie Stanley Slate. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MMA PERSONNEL SEMINAR,
JACKSON, MAY 2, 1990:

Fire Chief McDonald requested that he be allowed to attend the Personnel Seminar in Jackson on May 2, 1990. The Board voted at the last meeting for one representative from the City to attend. It was moved by Alderman Reeves, seconded by Alderman Cardwell to authorize Chief McDonald to attend and also City Clerk Chrestman and Superintendent of the Electric Department, McClendon. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADJOURNMENT:

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


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

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UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

REGULAR MEETING

7:00 p.m.

April 17, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Alderman of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 p.m. Tuesday, April 17, 1990 in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

Jim Reeves - Alderman Ward II

Ed Cardwell - Alderman At-Large

Bernie Smith - Alderman Ward IV

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Terry McDonald - Fire Chief

Ben Smith - Director of Planning &
Development

Billy White - Chief of Police

Ernie Walker - City Shop Foreman

Connie Lagrong - City Engineer

Steve Beatty - Superintendent of
Sanitation

Lloyd McClendon - Superintendent of
Oxford Electric

Debbie McLarty - Tax Assessor

MINUTES:

There being no additions or corrections, the minutes of April 3 and 12, 1990 were approved as printed.

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TABULATION OF BIDS
FOR CONSTRUCTION
OF BELK STREET:

Pursuant to the Public Notice in The Oxford Eagle on March 20, 27, and April 3, 1990, the following bids were received and opened at 2:00 p.m.:

Tidwell Construction Co., Inc. Booneville, MS	\$807,640.62
Endevco, Inc. Oxford, MS	\$890,120.05

It was moved by Alderman Smith, seconded by Alderman Reeves to accept the bid of Tidwell Construction Co., Inc. in the amount of \$807,640.62, based upon acceptance by the Federal Highway Administration and to authorize the Mayor and Clerk to execute the necessary contract documents. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS
FOR 1990 HYDRAULIC
BOOM ROTARY MOWER:

Pursuant to the Public Notice in The Oxford Eagle on March 28 and April 4, 1990, the following bids were received and opened at 2:00 p.m.:

L. C. Brasell Company, Inc.	\$33,330.00
Motrim, Inc.	\$31,732.10
Stegall Ford Sales Co., Inc.	\$30,389.48

Steve Beatty advised the Mayor and Board that a budget amendment is needed to have sufficient money on the line item for equipment. It was moved by Alderman Cardwell, seconded by Alderman Jones to accept the bid of Stegall Ford Sales, Inc. in the amount of \$30,389.48 and to authorize the amendment to the equipment line of the budget. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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TABULATION OF BIDS
FOR TWO 6 INCH
SUBMERSIBLE PUMPS:

(1) General Pump & Equipment	\$30,986.00
(2) Southern States Industries	\$25,231.00
(3) Pumps & Power	\$21,000.00
(4) Jack Tyler Engineering	\$18,552.00 (Low Bid Meets all Specifications)

Pursuant to the Public Notice in
The Oxford Eagle on March 29 and
April 5, 1990, the following bids
were received and opened at 2:00 p.m.:

It was moved by Alderman Cardwell,
seconded by Alderman Smith to
accept the bid of Jack Tyler
Engineering Co. of Tennessee, in
the amount of \$18,552.00. All the
Alderman present voting aye, Mayor
Leslie declared the motion carried.

SISTER CITY
AUBIGNY:

Professor William Strickland came
before the Mayor and Board of
Aldermen to give the history of the
twinning of Oxford and Aubigny. He
advised the Board that the High
School is working with him and
persons in Aubigny in an effort to
start a pen pal program. He also
suggested that a Youth Council similar
to the one in Aubigny be established.
It was moved by Alderman Reeves,
seconded by Alderman Jones to adopt
the Youth Council Proposal and to
file the history of the twin cities
in City Hall for future reference.
All the aldermen present voting aye,
Mayor Leslie declared the motion
carried.

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SISTER CITIES: OXFORD AND AUBIGNY
A RÉSUMÉ

The Twinning of the Cities of Oxford and Aubigny was a result of the creation of the University of Mississippi Summer Study Program in Aubigny (Cher), which began in the summer of 1953 with the active participation in its founding of M. Jacques MALLET, President of the Aubigny Chamber of Commerce and Deputy Mayor of Aubigny, and Mme Madeleine MALLET on the one hand, and their cousins, Professor William Emile Strickland, Director of the Summer Program in Aubigny, and Mrs. Ginette Millard Strickland, Co-Director and Chaperone for summer program students, mainly young ladies, taking courses in Second and Third Year French at the University of Mississippi and at other colleges and universities in Florida, South Carolina, Alabama, Illinois, etc.

Aubigny-sur-Nère, a city of some 7,000 inhabitants, is the commercial and industrial center for the northern portion of the Cher Department. It is located some 120 miles directly south of Paris and is situated near the center of France. It is 18 miles south of Gien, a large city located on the Loire River, in the celebrated Val de Loire region. Aubigny is of distinct historical importance dating from Roman Times when it was Albinicum. In the 15th Century it became a fief of the Stuart dynasty of Scotland as a result of Scottish aid to Charles VII in the Hundred Years War against England. In passing, Charles VII was known as "the little king of Bourges," capitol of the royal Berry Province.

Signs of Scottish pre-eminence in and around Aubigny still abound. The Château de la Verrerie is but one of several sites granted to the Stuarts during the above war, and in Aubigny the imposing Castle, now the City Hall, passed in the 17th Century from the Stuarts to the Duchess of Portsmouth, emissary of Louis XIV to Charles II of England. Near the City Hall are formal gardens supposedly planted under the direction of Le Nôtre, architect for the

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gardens of Versailles. In July 1989 Mayor LESLIE and other dignitaries participated in the planting of a Tree of Liberty in these gardens, a spectacle witnessed by hundreds and reported on television.

The University of Mississippi Summer Study Program in Aubigny was held from the summer of 1953 through the summer of 1969. During that time over 250 college-age students participated in a six-week study program in Aubigny with native French professors giving instruction in college-credit courses in French Civilization and Culture and French Pronunciation and Conversation.

The late Mayor Charles LEFEBVRE, and subsequent mayors through 1989-- Mayors VANNIER, KARMANN, ROBLIN, PÉLATA, and FROMION--provided active support for the summer study program and subsequent activities, and they enlisted the patronage for the program of persons of note in Central France, such as a series of Prefects of the Cher Department, as well as Count Antoine de VOGUÉ, presently Head of the Departmental Council of the Cher and for long, and still, Mayor of the nearby small town of Oizon and its historic, Stuart-related, Château de la Verrerie. The summer program was also actively supported by the late Senator of the Cher Department, M. Eugène JAMAIN, and Mme JAMAIN, as well as by the late M. Pierre RATEAU, hero of the De Gaulle resistance in and out of France, a Compagnon de la Libération, and after Pierre's untimely death, M. and Mme Jean RATEAU, Pierre's brother and sister-in-law. The latter have remained active and influential participants in events of note in the Oxford-Aubigny relationship to this date.

The present Mayor of Aubigny Yves FROMION and Madame FROMION both possess a distinguished political and social pedigree. Mayor FROMION, in addition to a superlative military career, was for a time Executive Assistant to Jacques CHIRAC, Mayor of Paris. Madame FROMION (family name VERGENNES) is a direct descendant of the great Vergennes who aided the Marquis de LAFAYETTE (note that our county is named after him). Her illustrious ancestor, the

Minister of Foreign Affairs of Louis XVI, succeeded in finding, with the aid of the Spanish Court, a formula to provide for ships, men and arms to bring essential help to our Revolutionary forces as we fought for independence from England. This nobleman also influenced the French Court to introduce Benjamin FRANKLIN to the most important persons counseling the king.

A large scrapbook of newspaper and magazine articles recounting activities of these seventeen summer programs includes numerous articles and pictures appearing in several regional newspapers as well as occasional articles in Parisian newspapers--L'Aurore and Le Figaro. Activities during the course of the summer programs also were filmed on occasion by regional television. Many of the participants in the summer study programs continued their study of French through the A.B. degree, some through the M.A. degree, and several through the Ph.D. degree. Many of these former students are presently sending their children to the University of Mississippi to take courses in French through its Department of Modern Languages.

It is also as a result of the founding and continuation of the University of Mississippi summer programs in Aubigny that Mayor Richard W. ELLIOT exchanged a series of letters with the then Mayor of Aubigny, M. Charles LEFEBVRE, and with M. Jacques MALLET, resulting in the official twinning in 1956 of Oxford and Aubigny.

This historic twinning of Oxford-Aubigny constituted the first such event in the State of Mississippi and it has remained thus into 1989-90. In 1956 it was also but one of three such twinings in the entire United States! We should recall also that President Dwight D. EISENHOWER in the 1950's urged exactly this form of activity encompassing a people-to-people bond of friendship and understanding in regard to cultural, political, and social similarities among peoples, as well as whatever differences there might exist between them.

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Shortly thereafter, M. MALLET had signs placed on eight roads leading into Aubigny to call motorists' and tourists' attention to the twinning of the two cities. Since 1956 and, in particular, through 1989, numerous cultural exchanges between students in the seventeen summer programs and residents of Aubigny have occurred. Several former students returned a number of times to spend part of a summer on their own in Aubigny and its environs. A number of professors from the University of North Carolina, Mr. Strickland's alma mater for the M.A. and the Ph.D. degrees, also visited Aubigny and were received in homes there, as well as by the City of Aubigny itself. The famed archaeologist, the late David Moore Robinson, and Mrs. Robinson spent a week in Aubigny in 1955. As newspaper articles in New Orleans and in other newspapers have indicated, the late William Faulkner and Mrs. Faulkner had planned on spending a small portion of the summer of 1963 in Aubigny with the Stricklands and other relatives of theirs in the town.

Since William Faulkner's death in 1962, the twinning suffered a relatively slow period of activity. In 1972 the present Mayor of Oxford, the Honorable John O. LESLIE, began sending Faulkner memorabilia to past and present Mayors of Aubigny and to M. Jacques MALLET, and appropriate newspaper and other publicity was given to these indications of a continuing interest in an on-going relationship between the two cities. It is during the tenure of our present mayor, Mr. LESLIE, 1972- , that a very important revival of the twinning of the cities, along with a number of further cultural exchanges, took place. Also, Mayor LESLIE ordered the creation of the imposing plaque placed in front of our Oxford City Hall, publicizing the twinning of the two cities since 1956.

On July 4, 1978, at the celebration of Independence Day here, before the Oxford City Hall, and witnessed by a very large attendance, Col. FORTINIER, Assistant Military Attaché of the French Embassy in Washington, was the guest

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of honor and the more than friendly relationship existing between our two cities and countries was emphasized in a major speech by Col. FORTINIER.

In recent years, through the initiative of a number of teachers in Oxford's public schools, a correspondence between Oxford Junior and Senior High School students and those of like age in Aubigny was started, and we are in the process of reviving this program.

On April 10, 1981, the City of Oxford sponsored an official reception marking the 25th anniversary of the Oxford-Aubigny Twinning, in conjunction with the exhibition of the well-known, international presentation, Aubigny Architectures. The then Governor of Mississippi, the Honorable William WINTER, showed a very active interest in the twinning of our two cities because he believed strongly in the educational, cultural, and touristic values associated with such exchanges between two countries of an age-old friendly commerce. It was hoped that Mayor LESLIE would find it possible to visit Aubigny during the summer of 1981 or later. In July 1989 Mayor and Mrs. LESLIE, accompanied by Professor and Mrs. STRICKLAND, did represent Oxford at a series of magnificent 3-4 day events in Aubigny in honor of the 200th anniversary of the French Revolution.

Of major international, and national, importance is the film on Oxford and rural portions of Mississippi made in October 1982 and shown in 1983 on international television. Robert PARRISH, film producer and author (his book "J'ai grandi à Hollywood," winner of a French Book Award), came to Oxford in search of a locale for a documentary recounting his very early experiences of growing up in Georgia. Parrish saw the plaque outside of the Oxford City Hall showing the twinning of Oxford-Aubigny, and with the knowledge that Oxford was William Faulkner country, he decided that our City and environs would be an ideal place to create what turned out to be four 50-minute films. Parrish contacted Bertrand TAVERNIER, one of the premier producer-directors of films

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and documentaries in Europe. Ultimately in 1982-1983, with Tavernier's French film crew, the film was realized and after editing in France it was shown on Eurovision and also throughout the United States. To emphasize once more, it was the original Sister Cities connection which provided the seed element for this endeavor. In passing, it should be noted that Robert Parrish supervised the creation of a 90-minute segment of the original filming which stresses Oxford and its environs and William Faulkner of Oxford, and this film has also been shown internationally.

It is difficult to over-emphasize the importance of the political, cultural, and educational benefits which have been derived from, first of all, the creation of the University of Mississippi summer program in a small yet perfectly authentic Central France environment and, thereafter, the official, twinning gesture of friendship between the two cities, resulting in 34 years of cultural, educational, and touristic exchanges taking place between this region of Mississippi, so steeped in the Faulknerian legend, and the Sologne-Berry region of Aubigny, which in so many ways is illustrative also of this same grass-roots, provincial environment, while evoking as well the 15th Century Stuarts of Scotland historical impact. Aubigny, "La Cité des Stuarts," is indeed well-twinning with Oxford, the City of the Faulknerian Saga.

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Proposal
The Greater Oxford-University Youth Council

In France, 69 communities of comparable size to Oxford-University are at present functioning under terms of the proposal outlined below, and a magazine presently recounts the activities of these councils. Thoughtful consideration of and approval of a local council should result in nothing but credit to all concerned.

Regulations

1. Parental consent for candidacy and possible selection by peer groups and school advisers is a prime prerequisite.
2. Age of candidates for selection: 14-16 years--justification is available in choosing this age group rather than the French standard of 10-13 years.
3. The Council must be absolutely non-political and must follow a selection open to all ethnic and political groups regardless of the financial status of parents and/or guardians.
4. The numbers selected will be a total of 18, divided equally among the three age levels.
5. The Council, if approved, will be supervised by the Mayor or his/her alternate and is subject to approval by the Board of Aldermen. He/She will serve in an ex officio fashion as a conduit between the Board of Aldermen and the Youth Council.
6. The person in #5 will assign subjects for consideration to the Youth Council and the latter will transmit proposals of its own to the Board of Aldermen and perhaps to the Tourism Council and other interested groups.
7. The Youth Council will meet once a month at City Hall and one or more of the Youth Council will be invited to observe meetings of the Board of Aldermen when the Mayor deems this a propos.
8. Length of term on the Youth Council is limited to two years.
9. No. 8 thus provides for a biennial renewal of membership on the Council.

Benefits to the Oxford-University Community

1. This Council will be a first for Mississippi and perhaps for the entire United States.
2. Rotary International and other civic organizations should embrace this idea.

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3. Tourism will benefit.
4. A foundation for youth to travel/study abroad can be created and an exchange Aubigny-Oxford/University can be implemented.
5. Our age group will tie in nicely with the Ole Miss ISEP and other foreign student activities.
6. This will be an exceptional educational/pre-political experience for our youth.

Electoral College

1. Those eligible to vote are those youths between the ages of 14 and 16 years, and this without distinction in regard to ethnic or other considerations, provided that the parents or guardians are residents of the Oxford/University communities.
2. Each voter will be issued a card by the Mayor's Office attesting to his or her eligibility to vote, and said card will be sent to the domicile of the candidate. Should the card not reach the interested youth's home, said youth can come to City Hall, accompanied by a parent or guardian, to present his/her eligibility for casting a ballot.
3. The vote is nominative and there should be no second election.
4. The candidates shall be grouped according to the three age levels.
5. There will be but one list of all candidates divided by those representing the three age levels.
6. The voter marks out the names of those deemed not worthy and will leave six candidates on each of the three age levels.
7. Only those ballots on which there remain six candidates on each age level will be accepted.
8. Elected are those on each age level obtaining the greatest number of votes. Should there be a tie in any of the three groups of candidates, the winner will be the older in each of the three groups.

Commissions

1. Environment and security
2. Cultural activities
3. Leisure activities and sports
4. Each division of the youths will be supervised by an adult named by the Mayor and City Aldermen. Their role is to promote expression of concern voiced by the youths and to transmit same to the Board of Aldermen and the Mayor.

Budget

1. A budget will be allocated to the members of the Youth Council and will be supervised by the designated adult for each division of youths.
2. This amount will be budgeted in the overall budget of the City.
3. A first sum will be budgeted at the beginning of the first year of activity of the Youth Council and should be renewed on a year to year basis.
4. It is to be hoped that civic organizations and others will choose to make donations to this small budget.

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FORMATION OF A COMMITTEE FURTHERING THE SISTER CITIES
OXFORD/UNIVERSITY-AUBIGNY (1956)

ACCOUNT OF THE PREPARATORY MEETING OF MARCH 14, 1990

On the invitation of Mr. J. RATEAU those in attendance were:

Mesdames	AUTISSIER GARNON	FROMION, wife of Mayor FROMION RATEAU, wife of J. RATEAU
Messrs.	CHARON FOSSIER MASSE RATEAU	DURAND GARNON NOPPE de VOGUÉ

Those not in attendance, but interested:

Mme	GEOFFROY	Mr. Ph. GIRARD Mr. P. de BENEDETTO
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The subject and goal of the meeting was to study the interest, the methods, and the means to form a Twinning Committee recognized officially as a non-profit organization, governed by the judicial sanctions of the law of July 1, 1901, whose regulations will be submitted to the Sub-Prefecture of VIERZON.

Prior to setting about obtaining judicial approval in order to legalize the above organization and before giving to it press coverage by means of a public general meeting, it was agreed to inform our friends in Oxford of our intent and to receive from them their suggestions and their possible critical commentary, and to ask them if they envisage and approve of the possibility of their forming a similar committee to study, define, and promote various activities as outlined below.

The intentions expressed by our committee rest upon the study of various possibilities such as:

- 1) an exchange of lodging, and perhaps food, for a duration of a month or less between adult citizens of Aubigny-Oxford;

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2) an exchange on a student level, including fairly long periods of stay for young student personnel;

3) the reception of citizens of Oxford-University wishing to have a place of infrequent stay in Aubigny while traveling through the Aubigny region, France, and Europe; with the possibility for citizens of Aubigny to enjoy the same advantages;

4) a reciprocal arrangement of lodgings during vacation periods;

5) the possibility to take part in cultural events of all types, in both communities.

In regard to an exchange of students, Mr. GARNON will in the very near future contact Mrs. JOLLY in order to study the possibility of cultural exchanges which would begin by letters between interested young persons of both cities in order to ultimately, in truth, end with exchanges of students in person between the twin cities.

The persons at our March 14 meeting would accept to be members of the Council of the Committee creating the Twinning Organization outlined above. These persons will meet anew on April 21, 1990, at 8:30 p.m. and will until that time contact other interested persons and inform them of our intentions.

Meanwhile, our American friends will receive the minutes of our meeting, and it is hoped that they will prior to April 21 make known their point of view in regard to the above proposal and whether they are in agreement with what has been proposed.

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BIDS FOR COMPUTER FOR CITY SHOP:

There came on for consideration the bids for the computer at the city shop that were opened and continued at the April 3, 1990 meeting. Upon the recommendation of Ernie Walker, it was moved by Alderman Reeves, seconded by Alderman Jones to accept the bid of Oxford Computational Graphics in the amount of \$1,852.00 for the computer and \$269.00 for the software and to authorize amendment to the city shop budget as follows:

Personnel Services	\$107,810.00
Supplies	177,400.00
Other Services & Charges	9,539.00
Capital Outlay	<u>5,128.00</u>
	\$299,877.00

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

ANNEXATION STUDY:

It was moved by Alderman Reeves, seconded by Alderman Jones to authorize Planning and Development Director Ben Smith to prepare an annexation study. It is anticipated that a study will take three or four months to prepare. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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MISSISSIPPI LEGISLATURE

REGULAR SESSION 1990

By: Representative Perry

To: Municipalities

HOUSE BILL NO. 1259
(As Passed by House)

1. AN ACT TO AMEND SECTION 17-1-11, MISSISSIPPI CODE OF 1972, TO
 2. ALLOW THE PAYMENT OF AN ANNUAL SALARY TO CERTAIN LOCAL PLANNING
 3. COMMISSIONERS; AND FOR RELATED PURPOSES.

4. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

5. SECTION 1. Section 17-1-11, Mississippi Code of 1972, is
 6. amended as follows:

7. 17-1-11: (1) (a) The governing authority of each
 8. municipality and county may provide for the preparation, adoption,
 9. amendment, extension and carrying out of a comprehensive plan
 10. for the purpose of bringing about coordinated physical development
 11. in accordance with present and future needs and may create,
 12. independently or jointly, a local planning commission to serve
 13. without pay, with authority to prepare and propose (a) a
 14. comprehensive plan of physical development of the municipality
 15. or county; (b) a proposed zoning ordinance and map; (c) '
 16. regulations governing subdivisions of land; (d) building or set
 17. back lines on streets, roads and highways; and (e)
 18. recommendations to the governing authorities of each municipality
 19. or county with regard to the enforcement of and amendments to the
 20. comprehensive plan, zoning ordinance, subdivision regulations
 21. and capital improvements program.

22. (b) The definition of "comprehensive plan" set forth
 23. in paragraph (c) of Section 17-1-1 shall not be construed to
 24. affect, or to require the amendment of, any plan adopted by a
 25. county or municipality prior to July 1, 1988, which plan does not

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26. specifically conform to the minimum elements of a comprehensive
27. plan required in such definition.

28. (2) The governing authority of each municipality and county
29. may adopt, amend and enforce the comprehensive plan, zoning
30. ordinance, subdivision regulations and capital improvements
31. program as recommended by the local planning commission after a
32. public hearing thereon as provided by Section 17-1-15.

33. (3) In the performance of its duties, the local planning
34. commission may cooperate with, contract with, or accept funds from
35. federal, state or local agencies or private individuals or
36. corporations and may expend such funds and carry out such
37. cooperative undertakings and contracts.

38. (4) Notwithstanding the provisions of subsection (1) of this
39. section, in counties having a population of more than one hundred
40. thousand (100,000) according to the federal census of 1950 the
41. board of supervisors may pay to each member of a planning
42. commission as compensation for his services the sum of One
43. Thousand Two Hundred Dollars (\$1,200.00) per year payable
44. monthly at the end of each calendar month; and the governing
45. authorities of any municipality which has a population in excess
46. of twenty-nine thousand (29,000) according to the 1980 federal
47. census and which is located in a county bordering on the Gulf of
48. Mexico and the State of Alabama may pay to each member of a zoning
49. or adjustment board as compensation for his services the sum of
50. Six Hundred Dollars (\$600.00) per year payable monthly at the end
51. of each calendar month. The governing authorities of any
52. municipality located on Highway 6 wherein is located an
53. institution of higher learning may pay to each member of a
54. planning commission for his services the sum of Six Hundred
55. Dollars (\$600.00) per year payable at the end of each fiscal
56. year.

57. SECTION 2. This act shall take effect and be in force from
58. and after its passage.

cr/cea/th

H. B. No. 1259
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cjr

ST: Annual salary for certain local planning
commissioners.

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COMPENSATION FOR
MEMBERS OF THE
PLANNING COMMISSION:

House Bill §1259, General Laws of Mississippi 1990, authorized the City of Oxford to compensate members of the Oxford Planning Commission in an amount not to exceed \$600.00 annually, payable at the end of each fiscal year. It was moved by Alderman Cardwell, seconded by Alderman Reeves that each member of the Oxford Planning Commission shall be compensated at the rate of \$40.00 per month for each month in actual attendance at an official Planning Commission Meeting. Said sum to be paid in September of each year. This is to be effective October 1, 1990. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ORDINANCE 1990-5:

It was moved by Alderman Jones, seconded by Alderman Reeves to adopt Ordinance 1990-5; "AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OXFORD, MISSISSIPPI, 1971, SO THAT CERTAIN PROPERTY OF JOHNATHAN ABERNATHY IS REZONED FROM AGRICULTURAL TO R-C MULTI-FAMILY RESIDENTIAL". Said Ordinance is recorded in Ordinance Book 4, at pages 453-454. All the aldermen present voting aye, Mayor Leslie declared the motion carried and the ordinance adopted.

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MALL DRIVE CONSTRUCTION:

There came on for consideration by the Mayor and Board of Aldermen a recommendation from the Planning Commission concerning the construction of Mall Drive and dedication of the street to the City. The Planning Commission recommended a 36 foot curb and gutter street which will have a 45 foot right-of-way with a 5 foot utility easement. It was moved by Alderman Jones, seconded by Alderman Cardwell to accept the recommendation of the Planning Commission for the construction of the new part of the street and that the existing street be brought up to specifications and that proper bond be posted. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

SOUTHPARK SUBDIVISION
PHASE IV:

It was moved by Alderman Smith, seconded by Alderman Cardwell to authorize final subdivision plat approval for Phase IV Southpark Subdivision, contingent on letter of credit or bond for construction of the street being posted with the City Engineer. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

TWIN OAKS SUBDIVISION:

It was moved by Alderman Smith, seconded by Alderman Jones to authorize final subdivision plat approval for Twin Oaks Subdivision and to accept letter of credit as filed with the City Engineer. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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J. M. SNEED
RETIREMENT:

It was moved by Alderman Cardwell, seconded by Alderman Jones to adopt the following resolution commending Jasper M. Sneed and to authorize open house honoring his retirement on April 27, 1990 at the Electric department Warehouse. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

RESOLUTION

COMMENDING

JASPER M. SNEED

WHEREAS, JASPER M. SNEED, of Oxford, Mississippi, has served faithfully in the execution of his duties as an employee of the City of Oxford Electric Department, from January 17, 1959, to April 31, 1990, and

WHEREAS, in serving the City of Oxford, Mississippi, Mr. Sneed has set an example of dependability, capability and integrity in performing all of his duties in serving the City of Oxford, Mississippi, and the City of Oxford Electric Department in particular, and

WHEREAS, Mr. Sneed has been an effective and dedicated employee during the past thirty-one (31) years.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and Board of Aldermen of the City of Oxford, Mississippi, expresses its appreciation and recognition of the excellent and dedicated service of Mr. Sneed; and

BE IT FURTHER RESOLVED: That a copy of this resolution be presented to Mr. Sneed, and spread on the minutes of the City of Oxford, Mississippi.

 John O. Leslie, Mayor

 Attest

 Date

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ELECTRIC DEPARTMENT
EMPLOYEES TO ATTEND
SCHOOL:

Upon the recommendation of Lloyd McClendon, it was moved by Alderman Cardwell, seconded by Alderman Jones to authorize the employees of the Electric Department to attend the following schools:

SCHOOLS OXFORD ELECTRIC DEPARTMENT EMPLOYEES PLAN TO ATTEND

DATE	SCHOOL	LOCATION	COST	EMPLOYEE(S) ATTENDING
April 24-26	Staking School	Tupelo, Ms	\$275.00	Mickey
April 26-27	Power Accountants	Tupelo, Ms	\$ 90.00	Donna & Minnie
May 1-2	Workorder School	Tupelo, Ms	\$740.00	Donna, Minnie, Nyla & Johnny
May 8-9	CSA Workshop	Tupelo, Ms	\$200.00	4 employees
May 14-18	Lineman School	Meridian, Ms	\$500.00	Johnnie & Sammy
May 21-23	TVPPA Convention	Nashville, Tn	\$648.00	Lloyd, Mr. Cardwell, Mr. Jones & Paula
May 22-24	Staking Part II	Tupelo, Ms	\$275.00	Mickey
July 16-Aug 3	Heat Pump School	Chattanooga, Tn	No Charge	Mickey

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

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Cardwell, seconded by Alderman Jones to authorize payment of the accounts as presented by the Electric Department with the deletion of donation to Teen Suicide Prevention Center. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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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 FIVE (5) 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 will be completed on the 1st day of September, 1990, and that said Company is entitled to the exemption sought for a period of five (5) years, beginning on September 1, 1990, 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 five (5) years, beginning September 1, 1990, 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

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on ad valorem taxes, except State and School District ad valorem taxation, for a period of Five (5) years, beginning September 1, 1990.

3. That the Clerk of this Board be, and he 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 State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Alderman Cardwell moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Smith, 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 passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi; on this 17th day of April, 1990.

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

ATTEST:

/s/ Virginia H. Chrestman
VIRGINIA H. CHRESTMAN, City Clerk

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

TO THE Mayor and Board of Aldermen, City of Oxford, Mississippi:

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 Section 27-31-101 et seq., and related Sections 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 expansion will be completed on the 1st day of September, 1990, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on said date.

5. That said new expansion will provide approximately 135 new jobs with an estimated annual payroll of \$1,013,000.

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6. That said exemption of the tangible property described in "Exhibit A" should be granted for a period of five years from said date of completion.

7. That the true value of all property to be exempted is 2,128,700 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 will be completed on the 1st day of September, 1990, within the meaning of the applicable laws of Mississippi; and

That 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 five years beginning on the 1st day of September, 1990, and ending on the 31st day of August, 1995, 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, except State and School District ad valorem taxation, for a period of five years and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval

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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 29th day of March, 1990.

WHIRLPOOL CORPORATION

By: Keith Prevost
Keith Prevost

ACCOUNTING MANAGER
Title

ATTEST:

Loann K. Staggs

My Commission Expires Jan. 11, 1992

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WHIRLPOOL CORPORATION
OXFORD, MSAPPLICATION FOR EXEMPTION FROM AD VALOREM TAXES
EXHIBIT "A" - VALUE OF PROPERTY TO BE EXEMPTED

<i>DESCRIPTION OF PROPERTY</i>	ESTIMATED VALUE
THREE WELDERS	\$120,000
PACKAGING MACHINE	108,000
INSULATION BANDER/PIT	12,000
PLANT UTILITIES	69,000
SHIPPING DOCK	18,000
COMPUTER/TELEPHONE	78,000
OFFICE FURNITURE	7,200
AIR TOOLS	14,400
PACKAGING MACHINE	126,500
ASSEMBLY FIXTURES	15,600
INSPECTION GAUGES	30,000
SHRINK WRAP TOOL	30,000
TOTAL MACHINERY & EQUIPMENT	\$628,700
INVENTORIES	\$1,500,000
TOTAL	\$2,128,700

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ANNOUNCEMENTS:

Mayor Leslie read a letter from Neel-Schaffer advising of a solid waste seminar in Grenada on April 20, 1990 beginning at 8:30 a.m. There is no cost for the presentation and lunch will be provided. He encouraged persons who wanted to attend to let him know. Mickey Hayward will be going from Oxford and will provide transportation to the ones who wish to go.

RULES AND REGULATIONS:

Mayor Leslie made the following statements concerning procedure rules and regulations for Department Heads and aldermen:

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JOHN LESLIE

April 17, 1990

We can only spend budgeted funds--if there are no funds available--the budget must be amended and the exact line item of income noted which would yield proper funds.

In the past we tried to do this--this board is headed for trouble and possible pay backs if we don't shape up. All our past boards--and city boards, with which I am familiar--believed this to mean prior to advertising. This board thinks otherwise -- voting to pay bills which were never authorized in the first place. I have only vetoed one item in almost 17 years--but I've been advised by a state official to exercise my responsibility--if for no other reason--to make a record of my opposition.

I think with a frank discussion we can better understand each others duties.

First, an alderman (any) whether on a Com. or not does not have any authority over a Department head, or over the "day to day" operations of the city. This responsibility is entrusted to Department Heads with my supervision. You might give Department Heads--all the advice--tell him your honest opinions--give him a shoulder to cry on--but authorize nothing.

The Board of Aldermen is a policy board. All others--myself included--are to carry out those policies as long as they remain--or until changed or repealed. I like to say in describing duties of the Aldermen--is to say they are paid for their judgement.

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By policy of this board--Department Heads can make any purchases they deem necessary for their "day to day" operation--no one expects any delay in making purchases for the necessary items to carry on business--but all purchases not necessary to daily operations should be authorized by this board in this room. You can only speak through your minutes.

No alderman can buy anything

No alderman can authorize anything

No Com. can authorize anything

Recently Department Heads have rejected a bid and readvertised before the board even met.

Some Department Heads seem to be able to purchase anything--others cannot--"not the best way to run a ship".

You may establish rules as you see fit--remember state statutes--but citizens are expecting us to do a better job and this can only be done with a better understanding of the roles each of us performs.

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RULES AND REGULATIONS
CONTINUED:

It was moved by Alderman Reeves, seconded by Alderman Jones that in the future when Department Heads have an item on the agenda requesting permission to advertise for bids that specifications be prepared for the Board and that the specifications be made a part of the minutes. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

Discussion was held concerning the agenda. It was suggested that the agenda be followed. Another suggestion was made that at the beginning of the meeting each time that if additional items are to be added it should be announced at the beginning of the meeting. No official action was taken on this matter.

ELECTRIC DEPARTMENT'S
SHARE OF CITY SHOP:

Alderman Jim Reeves presented the following charges for the Electric Department's share of the city garage. It was moved by Alderman Reeves that the Electric Department pay their share of the city shop. Motion died for lack of a second. Superintendent McClendon stated that he had not seen the charges prior to tonight and requested time to study them. The matter was continued.

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CHARGES TO OXFORD ELECTRIC DEPARTMENT

All Areas To Be Used By 9 Departments

Total area in shop area $86 \times 79 \frac{1}{2} = 6837$ sq. ft.
 $6837 \times \$19.00 = \$129,903 \div 9 = \$14,433.67$

Total Cost of Overlaying Entire Area \$93,927.00

1/2 Of Area is Used By Every Department
 $\$93,927.00 \div 2 = \$46,963.50 \div 9 = \$ 5,218.17$

Wash Rack $\$12,280.00 \div 9 = \$ 1,364.44$

Body Rack $\$6,000.00 \div 9 = \$ 666.67$

Computer Repairs in 1987
 $\$2,000.00 \div 9 = \$ 222.22$

Tools and Equipment
 Miscellaneous $\$10,000 \div 9 = \$ 1,111.11$
 Total \$23,016.28

TOTAL FOR BOND ISSUE \$14,433.67
 5,218.17
 $\$19,651.84$
 4 YRS INTEREST @ 9.35671% A.P.R. 3,993.92
 $\$23,645.76$

TOTAL COST RECAPULATION \$23,645.76
 1,364.44
 666.67
 222.22
 1,111.11
 $\$27,010.20$

ADJOURNMENT:

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


 Virginia H. Chrestman, City Clerk


 John Leslie, Mayor

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UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

REGULAR MEETING

7:00 p.m.

May 1, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 p.m. Tuesday, May 1, 1990 in the Board Room of City Hall when and where the following were present:

- John Leslie, Mayor - Presiding
- Devon Jones - Alderman Ward I
- Jim Reeves - Alderman Ward II
- Patricia C. Lamar - Alderman Ward III
- Bernie Smith - Alderman Ward IV
- Ed Cardwell - Alderman At-Large
- Ed Perry - City Attorney
- Virginia H. Chrestman - City Clerk
- Terry McDonald - Fire Chief
- Ben Smith - Director of Planning & Development
- Steve Beatty - Superintendent of Sanitation
- Ernie Walker - City Shop Foreman
- Billy White - Chief of Police
- Allen Jones - Director of Parks & Recreation
- Debbie McLarty - Tax Assessor
- Connie Lagrone - City Engineer

MINUTES:

There being no additions or corrections, the minutes of April 17, 1990 were approved as printed.

ACCOUNTS:

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

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BRAIN BRAWL TEAM
OXFORD HIGH SCHOOL:

Dr. Lynn Murchison came before the Mayor and Board of Aldermen to report that the Oxford High School Brain Brawl Team has been selected to represent the State of Mississippi June 22-25 in Orlando, Florida. The cost to make the trip is about \$3500. The group needs to raise \$2,000.00. She requested that the Board of Aldermen donate \$1,000 to this cause. Mayor Leslie explained to her that donations are not legal unless they are specifically authorized by the legislature, but that the Mayor and Board of Aldermen would be willing to help individually and would offer support within the community.

MARKET STUDY FOR
PUBLIC ASSEMBLY
CENTER IN OXFORD:

Robert Mandelbaum of Pannell, Kerr, Forster of Memphis came before the Mayor and Board of Aldermen to present a proposal for his firm to prepare a Market Study for Public Assembly Facility in Oxford. The cost is \$25,000 plus out of pocket expenses not to exceed \$2,000.00. It was moved by Alderman Smith, seconded by Alderman Lamar to study the proposal and also for the City Attorney to check it out and that it be considered at the next meeting of the Board. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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TABULATION OF BIDS FOR
ASPHALTIC SURFACE AND
RESURFACING STREETS:

Pursuant to the Public Notice in The Oxford Eagle on April 13 and 20, 1990, the following bid was received and opened at 2:00 p.m.:

Oxford Asphalt Company

\$11.39 per ton to mill
\$38.30 per ton for overlay
\$1.04 per linear foot to fill cracks

City Engineer, Connie Lagrone advised the Board that based on the tonnage, etc. it is estimated that the cost of the work is \$212,456.00. Mr. Lagrone's original estimate was \$211,265.00.

Alderman Pat Lamar made statements concerning the square and the street lights around the square. If we are ever going to get rid of the overhead lines, now is the time to go underground with utilities and restore the street lights to the historical period of our square. It was moved by Alderman Lamar, seconded by Alderman Reeves that we proceed to cut a trench around the square to install conduit and water lines while the square is being milled. All the Aldermen voting aye, Mayor Leslie declared the motion carried.

Superintendent of the Electric Department, Lloyd McClendon discussed possible payment solutions to having the new street lights.

It was moved by Alderman Reeves, seconded by Alderman Lamar to accept the bid of Oxford Asphalt for the milling and resurfacing. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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PREPARATION OF
AGENDA:

It was moved by Alderman Smith, seconded by Alderman Lamar to establish the policy regarding the agenda that as we open the meeting the first matter of business is to approve the agenda. If items need to be discussed that are not on the agenda prepared on Friday prior to the meeting, that those items be added at that time and that once the agenda is adopted that we not consider any item that is not on the agenda. All the aldermen voting aye, Mayor Leslie declared the motion carried.

JUNK YARD - HIGHWAY
SEVEN NORTH:

City Attorney Perry advised the Mayor and Board that no positive response has been received from the owner of the junk yard on Highway Seven North. The right-of-way has not been cleared. He will proceed to pursue legal avenues in this matter.

USE OF CITY VEHICLES
AND MILEAGE PAID:

Mayor Leslie called upon each department head to explain how city vehicles are being used and who is paid mileage for using their personal vehicle.

APPEAL FROM ALVIN CHAMBLISS
TO THE PARK COMMISSION
CONCERNING YOUTH BASEBALL:

It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize City Attorney Ed Perry to respond to Alvin's request. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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RESOLUTION APPROVING ESTABLISHMENT
OF COUNCIL OF GOVERNMENTS:

It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize the adoption of the following resolution. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESOLUTION APPROVING ESTABLISHMENT
OF COUNCIL OF GOVERNMENTS

WHEREAS, within the boundaries of Lafayette County are four(4) separate, functioning political subdivisions- Lafayette County, the City of Oxford, the City of Abbeville, and the City of Taylor;and

WHEREAS, each political subdivisions exercises the governmental authority granted it by the State of Mississippi and provides services to the residents within its jurisdiction;and

WHEREAS, many of the functions and services and much of the authority to act are for similar purposes within each subdivision; and

WHEREAS, the governing authorities of each subdivision share a common goal - the use of the authority, power and influence to provide the best possible quality of life for its residents at the lowest possible cost - but, by virtue of the law of this state often are required to pursue that goal by different means; and

WHEREAS, the Board of Aldermen of the City of Oxford believes that achievement of the goals of each subdivision would be facilitated by an exchange of methods, interests, information and purposes between the governing authorities of the subdivisions; and

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WHEREAS, the Board of Aldermen of the City of Oxford believes that such an exchange would be the genesis of a structure of cooperation and coordination among the political subdivisions in many areas, including consolidation of services, industrial development, planning, tourism and economic expansion; and

WHEREAS, the Board of Aldermen believes that, since the laws of this state often restrict the creative exercise of political subdivisions in providing services in an innovative manner and often must be amended to permit such exercise; that such an exchange should include the members of the Mississippi Senate and House of Representatives representing all areas of Lafayette County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, AS FOLLOWS:

1. That we request the Board of Supervisors of Lafayette County and the Mayors and Boards of Aldermen of the City of Abbeville and the City of Taylor, join with the Oxford Board of Aldermen in establishing a Council of Governments to be composed of the Mayors and the members of the Board of Aldermen of the City of Oxford, the City of Taylor, the City of Abbeville, the members of the Board of Supervisors of Lafayette County and the members of the Mississippi Senate and House of Representatives representing all areas of Lafayette County.

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2. That the primary function of the Council of Governments shall be to serve as a structure for the exchange of ideas, information, priorities, problems areas, solutions to problems and areas of cooperation between and among the representative governing authorities.

3. That the Council of Governments meet on a monthly basis or such basis as may be determined as adequate by the membership, that such meetings comply with the provisions of the laws of the State of Mississippi regarding open public meetings and that such other persons as the membership may, from time to time, deems necessary and appropriate to its objectives be invited to attend the meetings.

4. That the Council of Governments serve in an advisory capacity to the various authorities, commissions and bodies composed of members appointed by some or all of the governing authorities participating in the Council of Governments to contribute to, assist and encourage the efforts and purposes of such authorities, commissions and bodies.

5. That the Council of Governments request and recommend legislation designed to authorize all or part of the political subdivisions, acting separately or jointly, to provide services in a manner determined to be feasible, effective and efficient, but which may not be authorized by the laws of this state.

6. That the Council of Governments organize in such a manner as will include participation by members of the represented governing authorities on a rotation basis and that the Council of

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FENCE AT REBEL, INC.:

City Engineer Connie Lagrone advised the Mayor and Board that he has received a request from Rebel, Inc., to construct a fence at their place of business on West Jackson Avenue as they have had so many vehicles stolen in the past few months. The fence would be 8 to 10 inches on city right-of-way. It was moved by Alderman Reeves, seconded by Alderman Smith to authorize the request provided that Rebel, Inc., understands that if the fence needs to be moved, they will do so upon the request of the city. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PROPOSED ROAD ON GREEN PROPERTY:

City Engineer Connie Lagrone presented a proposed road by Whirlpool, Inc., to be constructed on the Green Property. Whirlpool, Inc., will construct the road to city specifications for their use and after it is totally completed will turn it over to the city for maintenance. It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize Whirlpool, Inc. to build the road to the specifications of City Engineer, Connie Lagrone. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ENGINEERING SERVICE:

Upon the recommendation of Connie Lagrone, it was moved by Alderman Smith, seconded by Alderman Lamar to authorize payment of \$7,911.70 to Engineering Service for the preparation of "Engineering Investigation Report of Wastewater Treatment Facilities." All the aldermen voting aye, Mayor Leslie declared the motion carried.

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EMPLOYMENT
 JAMES EARL OWENS
PATROLMAN:

Upon the recommendation of Chief White, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize the employment of James Earl Owens, Patrolman effective May 19, 1990 at a salary of \$583.84 bi-weekly. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS
FOR 200 WATER HEATERS:

Pursuant to the Public Notice in The Oxford Eagle on April 2 and 9, 1990, the following bids were received and opened:

<u>Bidder</u>	<u>Price Each</u>	<u>Total Price</u>
Oxford True Value	\$119.57	\$23,914.00
Sneed's Hardware	\$132.95	\$26,590.00
Petty Electrical Supply	\$139.50	\$27,900.00

It was moved by Alderman Lamar, seconded by Alderman Reeves to accept the bid of True Value Hardware in the amount of \$23,914.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

AMENDMENT TO BUDGET:

Upon the request of Steve Beatty, Superintendent of the Sanitation Department, it was moved by Alderman Lamar, seconded by Alderman Jones to amend the budget as follows:

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		<u>AMENDED</u>
<u>SANITATION</u>		
Personnel Services	23,402.00	20,834.00
Supplies	700.00	700.00
Other Services & Charges	<u>-0-</u>	<u>1,400.00</u>
Total	24,102.00	22,934.00
<u>STREET CLEANING</u>		
Personnel Services	17,024.00	17,024.00
Supplies	<u>700.00</u>	<u>350.00</u>
Total	17,724.00	17,374.00
<u>WASTE COLLECTION</u>		
Personnel Services	263,455.00	255,701.00
Supplies	8,300.00	8,000.00
Capital Outlay	<u>50,000.00</u>	<u>45,105.00</u>
Total	321,755.00	308,806.00
<u>WASTE DISPOSAL</u>		
Personnel Services	58,851.00	56,878.00
Supplies	18,000.00	16,200.00
Other Services & Charges	83,280.00	83,280.00
Capital Outlay	<u>2,000.00</u>	<u>2,000.00</u>
Total	162,131.00	158,358.00
<u>WEED & GRASS CONTROL</u>		
Personnel Services	115,755.00	115,755.00
Supplies	1,000.00	1,000.00
Capital Outlay	<u>-0-</u>	<u>30,390.00</u>
Total	116,755.00	147,145.00
<u>CEMETERY MAINTENANCE</u>		
Personnel Services	34,020.00	22,270.00
Supplies	690.00	690.00
Other Services & Charges	1,000.00	1,000.00
Capital Outlay	<u>1,100.00</u>	<u>700.00</u>
Total	36,810.00	24,660.00
GRAND TOTAL	679,277.00	679,277.00

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT - MERIDIAN 55-8185

ADVERTISEMENT FOR BIDS
FOR WATER HEATERS:

There is a need for additional water heaters. It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize advertisement for bids for additional water heaters per the specifications filed with the Mayor and Board. Said bids are to be opened at 2:00 p.m. May 21, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

AUCTION FOR SCRAP BUILDING
MATERIALS FROM BUILDING ON
ON UNIVERSITY AVENUE:

Superintendent of the Electric Department, Lloyd McClendon advised the Mayor and Board that he has received requests for purchase of the tin and scrap materials from the old building on University Avenue once we started tearing it down. It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize an auction once all the materials have been torn down and sell said materials to the highest bidder. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SPEAKER SYSTEM FOR
COURT ROOM:

Lloyd McClendon, Superintendent of the Electric Department advised the board that the speaker system was being tested tonight and that if they liked the system, it could be installed permanently. Quotes have been taken and the system being used is from Radio Shack, who had the lowest quote. It was moved by Alderman Lamar, seconded by Alderman Reeves to proceed to install the system. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

PROGRESS OF WASTEWATER
TREATMENT FACILITIES UPDATE:

Connie Lagrone, City Engineer, presented the following report from Ben C. White of Fisher-Phillips-Arnold Engineers, Inc. concerning the Wastewater Treatment facilities:



FISHER - PHILLIPS - ARNOLD ENGINEERS, INC.

CONSULTING ENGINEERS • PLANNERS

475 Jack Kramer Drive
Memphis, Tennessee 38117
Phone (901) 761-1811

April 27, 1990

Mr. Connie B. Lagrone
City Engineer
City of Oxford
107 South Lamar
Oxford, MS 38655

RE: SRF FACILITIES PLAN

Dear Mr. Lagrone:

I will be the individual with Fisher-Phillips-Arnold Engineers, Inc. responsible for preparing the SRF Facilities Plan for the City of Oxford, and I fully appreciate the concern and sense of urgency regarding the timely submittal of the Plan prior to the June 1, 1990 deadline. Therefore, your suggestion for a weekly status report is appropriate and we will continue to do so until that portion of the project is complete.

On April 16th letters were sent to the applicable intergovernmental review agencies, and copies of these letter are attached. The response time from these agencies usually is within three weeks.

Through the assistance of you, David Bennett, and Ben Smith we have been able to compile information on population and population projections, maximum wastewater flow, rainfall data, and wastewater characteristics - all of which provide essential information for preparation of the report. Additional information has been obtained from the Mississippi Department of Wildlife, Fisheries and Parks, Mississippi Department of Resource and Development, Lafayette County Soil and Water Conservation District and the University of Mississippi.

Additionally, Mr. Jim Cox of our firm and I made a visit to the treatment plant on Monday of this week to get a feel for the overall plant, the individual plant unit processes and the area surrounding the plant. Contact has been made with Ron Davis of the Bureau of Pollution Control regarding the necessity for another preplanning conference (not required) and regarding general aspects of the project.

I informed John Phillips today that you want him to prepare the contract for our services, so he will be sending that to you next week.

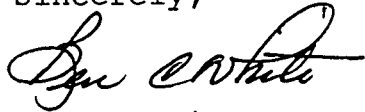
MINUTE BOOK No. 39, CITY OF OXFORD

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Mr. Connie B. Lagrone
April 27, 1990
Page 2

I am enclosing a preliminary draft of the Plan's "Table of Contents" showing the completion status of each section. Our goal is to complete the plan as soon as possible rather than the June 1 deadline. If you have questions regarding any aspect of the project please call us.

Sincerely,



Ben C. White, P.E.

BCW/mkg

enclosure

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

Project: OXFORD FACILITY PLAN

4/27/90

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RESCUE TRUCK:

Chief McDonald and Ernie Walker discussed with the Mayor and Board the need for a new truck for the rescue equipment. The one currently being used is not safe. It is estimated that a new truck will cost \$25,000.00. The county has stated that they will pay for one-half of the cost. Specifications for the vehicle were prepared and passed out to the board for review. It was decided to continue this matter until the next time we meet.

GUIDELINE FOR COMMUNITY
OPTIONS COMMITTEE:

It was decided to continue this matter until the next meeting. Each alderman was encouraged to make suggestions and have them ready to discuss at the next meeting.

FIRE FIGHTERS
ASSISTANTS:

Upon the recommendation of Chief McDonald, it was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize Clint D. Jackson and Tim C. Wood to serve as fire fighter assistants. All the aldermen voting aye, Mayor Leslie declared the motion carried.

COURT ROOM CEILING:


Ben Smith, Planning Developer, advised the Mayor and Board that part of the repairs to the ceiling in the court room would be made by the contractor on the roof as part of the damage was caused by them. It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize Ben to proceed to investigate what it will cost the city to have the plaster molding repaired. All the aldermen voting aye, Mayor Leslie declared the motion carried.


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ADJOURNMENT:

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


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

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DEMENT-MERIDIAN 55-8185

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

REGULAR MEETING

7:00 p.m. May 15, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 p.m. Tuesday, May 15, 1990 in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
Devon Jones - Alderman Ward I
Jim Reeves - Alderman Ward II
Bernie Smith - Alderman Ward IV
Ed Cardwell - Alderman At-Large
Ed Perry - City Attorney
Virginia H. Chrestman - City Clerk
Connie Lagrone - City Engineer
Steve Beatty - Supt. of Sanitation
Billy White - Chief of Police
Terry McDonald - Fire Chief
Ernie Walker - City Shop Foreman
Lloyd McClendon - Supt. of Oxford
Electric
Ben Smith - Director of Planning &
Development
Debbie McLarty - Tax Assessor
Allen Jones - Director of Parks
& Recreation

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

ADOPT AGENDA:

It was moved by Alderman Smith, seconded by Alderman Reeves to adopt the agenda for the meeting by deleting items #9, and 16b and adding items 25-28. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

John Bradley was present and requested that item 16b relating to Cherry Valley Subdivision be added back to the agenda as it was printed on the agenda and a lot of people came to the meeting tonight because it was an item on the agenda. It was moved by Alderman Reeves, seconded by Alderman Cardwell to put item 16b back on the agenda. The vote was as follows:

voting aye - Reeves, Jones, Cardwell
voting no - Smith
being absent - Lamar

Mayor Leslie declared the motion carried.

MINUTES:

There being no additions or corrections, the minutes of May 1, 1990, were approved as printed.

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DEMENT-MERIDIAN 55 8185

TRANSFER OF LAND TO NORTH
MISS RETARDATION CENTER:

Dr. Carol Haney, Director of NMRC came before the Mayor and Board of Aldermen to request that 2.6 acres of land be transferred back to NMRC so that they might construct a ten bed community based facility that will be staffed 24 hours per day. This is some of the property that NMRC transferred to the city in 1977. It was moved by Alderman Smith, seconded by Alderman Cardwell to authorize the request and that the City Attorney prepare a deed for Lot B, D, and E as requested. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

COMMUNITY OPTIONS COMMITTEE:

Dr. Chester McLarty, Chairman of the Community Options Committee came before the Mayor and Board of Aldermen to report on requests considered by the committee. The University has requested \$25,000 per year for five years for restoration of the out buildings at Rowan Oak; the friends of the museum made a request for a building and the committee took no action on these requests. The committee does recommend on a vote of six to one that \$5,000.00 from the 2% Tax be given for the Faulkner and Yoknapatawpha Conference.

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COMMUNITY OPTIONS COMMITTEE
CONTINUED:

Mayor Leslie advised that guidelines for the 2% money have not yet been developed and that he will be conferring with the State Audit Department.

The recommendation from the committee was continued.

PANNELL, KERR, FORSTER:

It was moved by Alderman Smith, seconded by Alderman Jones to authorize the contract with Pannell, Kerr, Forster considered at the previous meeting and that Mayor Leslie execute the contract. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ROAD BLOCK ON JEFF
DAVIS EXTENDED:

There came on for consideration the road block on Jeff Davis Extended. The road block was placed there several years ago to keep the traffic from the factory from the street. Now that the factory is moved, it has been requested that it be removed. Bill Hooper represented Mrs. Inez Hester who owns a house near the road block. Mrs. Hester would like to have the road block removed as she believes it constitutes a hazard to her house. It was moved by Alderman Reeves, seconded by Alderman Jones to remove the road block from Jeff Davis Extended and try it for a period of time and that it be reassessed if problems are encountered. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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JUNK YARD:

City Attorney Perry reported that he is continuing to work to get the junk yard cleaned up.

PARKING LOT BEHIND
FEDERAL BUILDING:

Connie Lagrone, City Engineer reported that his crew will be working on the pipe for the lot so that when the ASCS begins work on Burney Branch, the dirt can be used to fill the parking lot.

RESERVE POLICE OFFICER:

Upon the recommendation of Chief White, it was moved by Alderman Smith, seconded by Alderman Reeves to authorize Phillip Thomas Zampella to serve as a Reserve Police Officer. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

MISS PEACE OFFICERS
ASSOCIATION SEMINAR:

Upon the request of Chief White, it was moved by Alderman Smith, seconded by Alderman Reeves to authorize Chief White to attend the Mississippi Peace Officers Association Seminar in Tupelo, June 17-20, 1990. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

PUBLIC WORKS SEMINAR:

Upon the request of Connie Lagrone, it was moved by Alderman Smith, seconded by Alderman Jones to authorize Connie to attend the Mississippi Public Works Seminar in Jackson, May 25-25, 1990. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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RESCUE UNIT:

Chief McDonald discussed with the Board the need for a Rescue Unit. Since the last board meeting, he has met with the county board of supervisors and they are willing to purchase the unit on a 50-50 basis with the city. The unit could be purchased on a lease-purchase basis. An opinion has been requested from the Attorney General to determine if the money from E-911 could be used to pay for the rescue unit. It was decided to continue this matter until the opinion is received from the Attorney General.

FIRE FIGHTER ASSISTANT:

Upon the request of Fire Chief McDonald, it was moved by Alderman Reeves, seconded by Alderman Jones to authorize Chris Halford to serve as a Fire Fighter Assistant. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

FINAL PLAT APPROVAL
CHEROKEE HILLIS SUBDIVISION:

It was moved by Alderman Cardwell, seconded by Alderman Jones to accept the recommendation of the Planning Commission for final plat approval for Cherokee Hillis Subdivision. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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SUBDIVISION APPROVAL FOR
CHERRY VALLEY LOCATED ON
PHILLIP ROAD:

There came on for consideration the request of Roland Adams for approval for Cherry Valley Subdivision located on Phillip Road. The Planning Commission voted 2-2 on this request, therefore, the matter failed to receive a recommendation from them.

Attorney Scott Spraggins had requested on behalf of Mr. Adams that this matter be continued. John Bradley and the neighbors of the Phillip Road area requested that the Board of Aldermen hear the matter tonight and decide the issue.

Mr. Bradley asked the Board to deny the request in that it is not in keeping with the character of the neighborhood. This matter has been before the Planning Commission and the Board of Aldermen on more than one occasion and nothing in the neighborhood has changed.

Attorney Spraggins stated that the proposed subdivision meets all city requirements. The lots proposed exceed the zoning requirements. The drainage has been addressed. Traffic will not be impaired with the addition of four homes.

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CHERRY VALLEY CONTINUED:

After hearing all discussion, it was moved by Alderman Cardwell, seconded by Alderman Reeves to uphold the decision of the Planning Commission and deny the request. All the aldermen voting aye, Mayor Leslie declared the motion carried.

FINAL SUBDIVISION APPROVAL
ASHLAWN, PHASE 5:

Upon the recommendation of the Planning Commission, it was moved by Alderman Smith, seconded by Alderman Cardwell to approve the preliminary and final subdivision plat for Ashlawn Subdivision, Phase 5. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR BIDS FOR
TRANSFORMERS AND WIRE:

Upon the request of Lloyd McClendon, it was moved by Alderman Cardwell, seconded by Alderman Smith to authorize advertisement for bids for transformers and wire per the specifications presented. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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Legal Notice to Bidders: The Mayor and Board of Aldermen of the City of Oxford, Mississippi, will receive sealed bids on the following:

TRANSFORMERS AND WIRE

Specifications and Bid Forms may be obtained from the office of the Superintendent of the Electric Department at the City Hall in Oxford, Mississippi.

Bids shall be plainly marked "SEALED BIDS - ELECTRIC DEPARTMENT" and filed with the City Clerk in her office in the City Hall in Oxford, Mississippi, on or before 2:00 p.m., June 4, 1990

Each Bid must be accompanied by a certified check, or a Bid Bond, executed by the Bidder and a Surety Company licensed to operate in the State of Mississippi in the sum of five per cent (5%) of the amount of the Bid. The Mayor and Board of Aldermen reserve the right to reject any or all Bids, and waive any informality.

John O. Leslie, Mayor

Virginia Chrestman, City Clerk

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BIDDER'S PROPOSAL

TO: The Mayor and Board of Aldermen
City of Oxford, Mississippi
(Hereinafter called the Owner)

SECTION 1: Offer to Furnish: The undersigned (hereinafter called the "Bidder") hereby proposes to furnish all of the equipment and software in strict accordance with the specifications attached hereto and made a part hereof for the price herein-after stated.

The Bidder also agrees to furnish only the equipment and software as bid and shown in the attached "List of Equipment".

The Bidder further agrees that the price of all equipment and software furnished shall include all cost and be F.O.B. as specified within this document.

SECTION 2: Purchase of Equipment: The Bidder will furnish all equipment and software outright and not subject to any conditional sales agreement, bailment, leases or other agreement reserving unto the seller any right, title or interest therein. All such equipment and software shall become the property of the Owner when delivered.

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INFORMATION FOR BIDDERS

After receipt of notification that a bid has been accepted, the low or best Bidder shall deliver the equipment as included in his bid to 107 South Lamar, Oxford, Mississippi, within sixty (60) days.

Failure to deliver any item bid, as a result of this proposal, within the sixty (60) day period shall be considered as an abandonment on the part of the Bidder and the order may be placed with the second or best Bidder at the discretion of the Mayor and Board of Aldermen of the City of Oxford, Mississippi.

Each Bidder is instructed to carefully examine the specifications and proposal documents, and to thoroughly familiarize himself with all terms and conditions, thereof.

The order for equipment when executed, shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent, or employee of the City of Oxford, Mississippi, or by any other person.

All equipment furnished shall conform to the specifications.

ALL BIDS MUST BE SUBMITTED ON THE BID FORM SUPPLIED BY THE OXFORD ELECTRIC DEPARTMENT. HOWEVER, NOTES OF EXPLANATION WHEN DESIRED MAY BE ATTACHED BY ANY BIDDER.

The proposal section of these documents must be filled out completely. No oral, telegraphic, or telephonic proposal or modification will be considered.

Any Bidder wishing to take exception to the time of delivery as given above may so state in section "Bidders Proposal".

Each bid must be accompanied by a certified check, or a bid bond, executed by the Bidder and a Surety Company licensed to operate in the State of Mississippi, in the sum of five percent (5%) of the amount of the bid.

The bond or certified check is requested as a guarantee that if the bid is accepted, a contract will be entered into the performance of it properly secured. The bid bond or certified check shall be made in favor of the Electric Department of the City of Oxford, Mississippi.

John O. Leslie, Mayor

Virginia C. Chrestman, City Clerk

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PROPOSAL SCHEDULE

List of Equipment

Item	Qty	Description	Price
A.	4	50 KVA Single Phase Padmount Transformer Manufacturer Name: _____ Model No. _____ No Load Losses _____ Full Load Losses _____ Delivery Time _____	\$ _____
B.	10	100 KVA Single Phase Padmount Transformer Manufacturer Name: _____ Model No. _____ No Load Losses _____ Full Load Losses _____ Delivery Time _____	\$ _____
C.	4	25 KVA CSP Transformer Manufacturer Name: _____ Model No. _____ No Load Losses _____ Full Load Losses _____ Delivery Time _____	\$ _____
D.	2	Reels of underground primary cable Manufacturer Name: _____ Model No. _____ Delivery Time _____	\$ _____

Name of Bidder

Address of Bidder

Signed by: _____

Title: _____

Date: _____

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SPECIFICATIONS FOR EQUIPMENT

I. GENERAL:

The following is the minimum specifications describing the type and characteristics of the equipment. All items not specifically mentioned shall be considered to be standard equipment. All items shall be new and unused. Any reference to a manufacturer's name or catalog number is intended only to establish a standard and is not to be construed as a restriction to similar products by other manufacturers. All deviations from these minimum specifications must be so noted.

Bidders must specify manufacturer and model number for all items bid upon.

Certification of bid conformation is required upon request.

II. SPECIFICATIONS AND CAPABILITIES:

- A. 50 KVA single phase padmount transformer:
12470 Grd Y/7200-240/120 volt; no tap; dead front;
loop feed; 95 KV BIL with loadbreak insert bushings
and with secondary 4-hole NEMA spade terminals;
bayonet type load sensing fuse; automatic PRV;
Non-PCB oil filled and indicated on nameplate; drain
plug; primed and painted standard green.
- B. 100 KVA single phase padmount transformer; 12470 Grd
Y/7200-240/120 volt; no tap; dead front; loop feed;
95 KV BIL with loadbreak insert bushings and with
secondary 4-hole NEMA spade terminals; bayonet type
load sensing fuse; automatic PRV; Non-PCB oil filled
and indicated on nameplate; drain plug; primed and
painted standard green.
- C. 25 KVA CSP, 12470 Grd Y/7200-240/120 volt; pole
mounted with hangers 90 degrees from secondary
bushings; no taps; no light; primed and painted
sky blue.
- D. Two reels approximately 2500 feet each underground
primary cable. Conductor shall not be less than 1/0
stranded aluminum with not less than 220 mils insulation
thickness. Cable insulation shall be rated at not less
than 15 KV with not less than 6 neutral core conductors.
Over all jacket of average thickness of 40 mils. This
cable should meet all ASTM requirements. Cable should
pass discharge resistance test.

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ACCOUNTS FOR ELECTRIC DEPARTMENT:

It was moved by Alderman Cardwell, seconded by Alderman Jones to authorize approval of the accounts to be paid by the Electric Department with the deletion of the account for Rotary dues for Lloyd McClendon. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

FIRM TO STUDY ELECTRIC DEPARTMENT SYSTEM:

Lloyd McClendon requested that a firm be employed to conduct a study of the Electric Department System. After discussion, Mr. McClendon was requested to prepare specifications and place this matter on the agenda for the next meeting.

GARAGE CHARGES:

The following letter was submitted concerning garage charges for the Electric Department:

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DEMENT—MERIDIAN 55-8185

CITY OF  X F O R D
ELECTRIC DEPARTMENT

P. O. BOX 827, OXFORD, MISSISSIPPI 38655 PHONE 601/232-2373; FAX 601/232-2375

JOHN O. LESLIE, Mayor
 ED CARDWELL, Alderman
 DEVON JONES, Alderman
 LLOYD H. MCCLENDON, Superintendent

May 9, 1990

To: Mayor John Leslie
 Alderman Ed Cardwell
 Alderman Devon Jones
 Alderman Pat Lamar
 Alderman Jim Reeves
 Alderman Bernie Smith

From: Lloyd McClendon

Subj: Garage Charges

During the April 17, 1990 Board Meeting, an invoice was presented to the Electric Department. This invoice covered original investment costs of the garage, cost of paving the area, equipment costs, computer and interest expenses. Meetings between various city officials have been held and following is a summary of those meetings. The reader may wish to refer to the attached copy of the invoice when reviewing the following.

CONCERNING THE INVOICE IN GENERAL:

The original investment was financed by a fifteen year bond sale. The bond indebtedness is being paid by current property owners who are being charged approximately 3.5 mills. If the Electric Department allocated a portion of the electric rates towards the original costs of the garage, the local citizens would be paying twice for the same building.

Also, since no agreement was made concerning what charges were to be to paid by what department, it is unfair to go back four or five years and charge any department something it didn't know it owed.

Also, I believe that if we did pay this invoice, it would be in violation of the TVA Power Contract.

Therefore, the general consensus is that the Electric Department is not obligated to pay anything towards the original costs of the garage, the paving of the area, or any other expenditures that were incurred up to and including the date of this letter.

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RECOMMENDATION:

The following recommendation is submitted for consideration and implementation by the Mayor and Board of Aldermen:

The Electric Department set up a meeting with the Garage and discuss a method of allocating the various future charges. These charges must be defined, listed and agreed upon. Agreements should be put in writing and presented to the Mayor and Board of Aldermen for approval.

Respectfully submitted,



Lloyd H. McClendon
Electric Department Superintendent

A:\GARAGE

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CHARGES TO OXFORD ELECTRIC DEPARTMENT

All Areas To Be Used By 9 Departments

Total area in shop area $86 \times 79 \frac{1}{2} = 6837$ sq. ft.
 $6837 \times \$19.00 = \$129,903 \div 9 = \$14,433.67$

Total Cost of Overlaying Entire Area \$93,927.00

1/2 Of Area is Used By Every Department

$\$93,927.00 \div 2 = \$46,963.50 \div 9 = \$ 5,218.17$

Wash Rack $\$12,280.00 \div 9 = \$ 1,364.44$

Body Rack $\$6,000.00 \div 9 = \$ 666.67$

Computer Repairs in 1987

$\$2,000.00 \div 9 = \$ 222.22$

Tools and Equipment

Miscellaneous $\$10,000 \div 9 = \$ 1,111.11$

Total \$23,016.28

TOTAL FOR BOND ISSUE

\$14,433.67

5,218.17

\$19,651.84

4 YRS INTEREST @ 9.35671% A.P.R.

3,993.92

\$23,645.76

TOTAL COST RECAPULATION

\$23,645.76

1,364.44

666.67

222.22

1,111.11

\$27,010.20

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WORK ON OXFORD SQUARE:

There came on for discussion the need for conduit around the Square for the proposed decorative lighting. The conduit needs to be installed prior to the resurfacing of the Square. The milling of the Square is proposed to begin in about three weeks. The request tonight is for permission to trench the streets, extend the curbs, put water and electricity to the Islands, and to bury the cable prior to the milling being done. It is estimated that the cost is approximately \$15,000.00. It was moved by Alderman Smith, seconded by Alderman Cardwell to amend the Electric Department budget in the amount of \$15,000.00 to cover the cost of the work and that the revenue come from surplus. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Cardwell, seconded by Alderman Smith to authorize the Electric Department and the Street Department to proceed to perform the work as outlined. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR BIDS FOR TRUCK BAY:

Upon the request of Superintendent of Electric Department Lloyd McClendon, it was moved by Alderman Cardwell, seconded by Alderman Jones to authorize advertisement for bids for Truck Bay at the warehouse and that once the study is complete to study all options available. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

DEMENT-MERIDIAN 55-8185

Pre-Engineered Metal Building:

SPECIFICATIONS
FOR
41' x 32' x 18'
32' x 96'-6" x 16'
35' x 28'-6" x 15'-1"
ELECTRIC DEPARTMENT STORAGE SHEDS

- A. The Building shall be a Standard Prefabricated Steel Building manufactured by an approved firm with at least (10) years experience in this field. The structure shall adhere to the following:
- 1) Provide straight column frames
 - 2) 12 # frames, 20# purlins, 20 # wind
 - 3) 1:12 Roof Pitch
 - 4) Full frame endwall and bearing frames as noted
 - 5) Roof extension without soffit
 - 6) Interior partition wall
 - 7) 3°7° M Door with lockset & threshold
 - 8) 10' x 12' 24 Gage overhead door with 4' high lift track & lockset
 - 9) Wall flashing to existing building
 - 10) All steel to have one shop coat of oxide primer rust inhibitor meeting Federal Specifications
 - 11) Roof sheeted area to be 26 gage Galvalume continuous from ridge to eave - 20 year warranty
 - 12) Exterior walls to be 26 gage with factory baked on paint - 20 year warranty
 - 13) Gutters & Downspouts
 - 14) Transformer building area will receive 3" U.L. rated vinyl backed fiberglass insulation, U.L. 25 rated, at roof and sheeted wall area
 - 15) Bay spacing as per plans
 - 16) Structural steel drawings shall bear the seal of an engineer who is duly registered in the State of Mississippi and fully responsible for the design of this structure.
 - 17) Transformer building area only shall be designed with crane brackets and crane beams with 12' clearance beneath beam and floor

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DEMENT-MERIDIAN 55-8185

Pre-Engineered Metal Building: (CONTINUED)

- 18) Anchor bolts and plans shall be furnished as well as building designed criteria affecting concrete design
- 19) Building shall be erected by authorized systems Contractor or Franshised Builder of the manufacturer
- 20) The Metal Building erector shall provide in written form-notice that he is experienced and qualified to erect the manufacturer's product.
- 21) The Authorized Metal Building erector shall provide a one year written warranty for roof leaks.
- 22) The Building Contractor shall supply supervisory personal to work with the concrete contractor to verify bolt settings and assure that the installation is compatible with the building.

* * * * *

ANNOUNCEMENT:

Mayor Leslie announced that Cornelia Mason's term expires on the Oxford Park Commission Board as of July 1, 1990. The appointment will be made at the June 19, 1990 meeting.

MORATORIUM FOR ISSUING PERMITS FOR BILLBOARDS:

It was moved by Alderman Smith, seconded by Alderman Cardwell to extend the moratorium for issuing permits for billboards through the first Tuesday in August, 1990. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

MEMO FROM STATE AUDITOR:

Mayor Leslie read the following memo from the State Auditor:

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT - MERIDIAN 55-8185



STATE OF MISSISSIPPI
OFFICE OF THE STATE AUDITOR

PETE JOHNSON
STATE AUDITOR

May 11, 1990

POST OFFICE BOX 956
JACKSON, MISSISSIPPI 39205-0956
(601) 359-3561
FAX: (601) 359-1490

MEMORANDUM

TO: All Presidents of Boards of Supervisors
All Mayors

FROM: Pete Johnson, State Auditor *Pete Johnson*

SUBJECT: Audit Position on Local Governing Authorities Establishing Leave Policies and Procedures Inconsistent with those Set by State Law for State Employees

The purpose of this memorandum is to clarify the position of the State Auditor's Office, supported by numerous Attorney General's opinions, that local governing authorities may not enlarge upon the personal leave benefits provided at the state level as set out in Sections 19-3-91 through 19-3-101, Miss. Code Ann. (1972 amended).

Effective as of the date of this memorandum all expenditures of public funds for leave benefits to employees of local governing authorities that exceed the limits imposed by the above referenced Sections will be considered by this office to be illegal appropriations. All county or municipal officials approving and/or authorizing such illegal appropriations will be considered personally liable by this office and will be subject to a formal demand by the State Auditor's Office, and if necessary, suit by the State Attorney General's Office.

The following examples are expenditures in excess of the limits imposed by the above referenced Sections as opined by the State Attorney General's Office:

1. Payments to terminated employees for unused personal leave in excess of a maximum of thirty (30) days as prescribed by Section 25-3-93;
2. Payments to employees for personal leave days in excess of the maximum allowable accrual rate set out in Section 25-3-93;
3. Payments to employees in lieu of using earned personal leave;
4. Payments of vacation pay to employees at the same time they continue to work and draw regular pay for their work.

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Memorandum
 May 11, 1990
 Page Two

If you have any questions concerning this memorandum call the State Auditor's Technical Assistance Division at 1-800-321-1275.

cc: All Board Attorneys

Discussion was held that each Department Head file a monthly report of leave for employees. This matter was continued for further study.

AIR CONDITIONING UNIT
 CITY HALL:

Ben Smith reported that considerable expenses have been incurred with the air conditioner in City Hall in the past 12 months. The main air handling unit is a 1956 model. There is a possibility that the chiller needs to be replaced. It was suggested that a mechanical engineer be employed to look into the situation. It was decided that Lloyd McClendon would check with TVA to determine if they can lend assistance in this matter.

REPORT FROM CITY ATTORNEY
 PERRY TO ALVIN CHAMBLISS
 RE: PARK COMMISSION:

It was moved by Alderman Reeves that the letter City Attorney Perry wrote Alvin Chambliss be continued until the next board meeting and that Mr. Perry provide a copy for the minutes.

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DEMENT-MERIDIAN 55-8185

\$5,000 FOR 16-18
YOUTH BASEBALL:

It was moved by Alderman Reeves that we add to the agenda to discuss the \$5,000 for 16-18 Youth Baseball. The motion was seconded by Alderman Cardwell. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

There came on for discussion the \$5,000 requested for 16-18 Youth Baseball. This item was deleted from the Park Commission Budget at the time the Board of Aldermen approved the budgets. The Community Options Committee has heard a request from the parents of the 16-18 year olds and has recommended to the Board of Aldermen that \$5,000.00 be given from the 2% Tax.

After discussion, it was moved by Alderman Reeves, seconded by Alderman Smith that the Park Commission budget be adjusted \$5,000 from Sales Tax in the General Fund and that the \$5,000.00 be used by the Park Commission to fund the 16-18 year old baseball. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ADJOURNMENT:

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


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

MAY 29, 1990

4:00 p.m.

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 TUESDAY, MAY 29, 1990, at 4:00 p.m. in the City Hall for the transaction of important business. The business to be acted upon at the Special Meeting called is consideration of the following:

- 1. Consider the proposal as submitted by Neel-Schaffer, Inc.

This the 29th day of May, 1990.

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 May 29, 1990, at 11:46am.

J. L. Bramble

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 Jim Reeves on May 29, 1990, at 11:56am.

J. L. Bramble

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 Patricia Chadwick Lamar on May 29, 1990, at 12:14pm.

J. L. Bramble

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 Bernie Smith on May 29, 1990, at 12:03pm.

J. L. Bramble

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 foreging Notice upon Alderman Ed Cardwell on May 29, 1990, at 12:11pm.

J. L. Bramble

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CALL TO ORDER:

Pursuant to the Notice of Special Meeting, the Mayor and Board of Aldermen did convene in the Board Room of City Hall when and where the following were present:

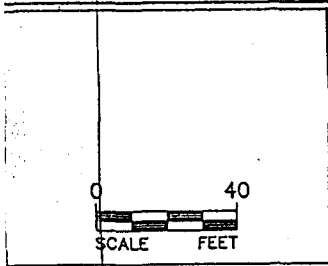
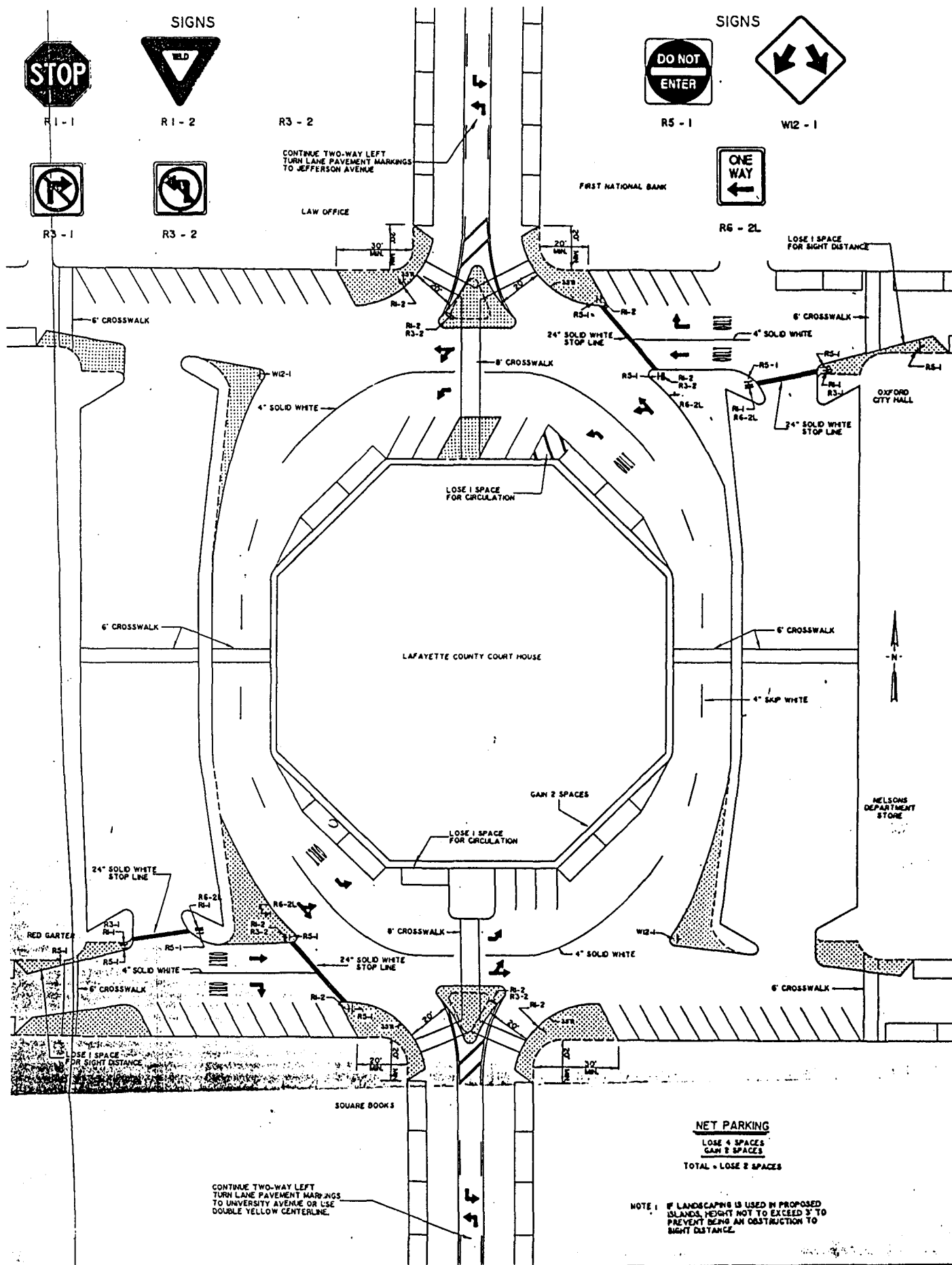
John Leslie, Mayor - Presiding
Devon Jones - Alderman Ward I
Jim Reeves - Alderman Ward II
Patricia C. Lamar - Alderman Ward III
Bernie Smith - Alderman Ward IV
Virginia H. Chrestman - City Clerk
Connie Lagrone - City Engineer
Ed Perry - City Attorney

OXFORD SQUARE:

It was moved by Alderman Lamar, seconded by Alderman Jones to approve the construction of 3 islands on the Oxford Square according to the plan prepared by Neel-Schaffer, Inc. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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LEGEND	
	NEW ISLAND
	TRAFFIC SIGN
R1-1	MUTCD SIGN DESIGNATION

OXFORD, MISSISSIPPI
1989 G.H.S.P.
TRAFFIC SAFETY STUDY

NEEL-SCHAFFER, INC.
Engineers-Planners
Jackson, Mississippi

COURTHOUSE SQUARE

NET PARKING
LOSE 4 SPACES
GAIN 3 SPACES
TOTAL = LOSE 2 SPACES

NOTE: IF LANDSCAPING IS USED IN PROPOSED ISLANDS, HEIGHT NOT TO EXCEED 3' TO PREVENT BEING AN OBSTRUCTION TO SIGHT DISTANCE.

INT. NO. 11
FIGURE NO. 412

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ADJOURNMENT:

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



Virginia H. Chrestman, City Clerk



John Leslie, Mayor

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DEMENT-MERIDIAN 55-8185

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

REGULAR MEETING

7:00 p.m. June 5, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 p.m., Tuesday, June 5, 1990 in the Board Room of City Hall when and where the following were present:

- John Leslie, Mayor - Presiding
- Devon Jones - Alderman Ward I
- Jim Reeves - Alderman Ward II
- Patricia C. Lamar - Alderman Ward III
- Bernie Smith - Alderman Ward IV
- Ed Cardwell - Alderman At-Large
- Ed Perry - City Attorney
- Virginia Chrestman - City Clerk
- Billy White - Chief of Police
- Ernie Walker - City Shop Foreman
- Lloyd McClendon - Superintendent of Oxford Electric
- Jerry Johnson - Assistant Chief Training Division
- Glenn Hill - Administrative Assistant
- Ben Smith - Director of Planning & Development
- Connie Lagrone - City Engineer
- Debbie McLarty - Tax Assessor
- Steve Beatty - Superintendent of Sanitation

AGENDA:

It was moved by Alderman Smith, seconded by Alderman Reeves to authorize approval of the agenda with the addition of five items. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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MINUTES:

There being no additions or corrections, the minutes of May 15 and 24, 1990 were approved as printed.

ACCOUNTS:

It was moved by Alderman Reeves, seconded by Alderman Smith to authorize approval of the accounts as presented with the addition of payment to the Oxford Electric Department in the amount of \$45,528.76 for invoice dated May 9, 1989. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SAFETY DEVICES FOR
LARGE TRUCKS:

Ernie Walker, City Shop Foreman, discussed with the board a device that can be mounted on the back of the large trucks that will alert the driver when the truck is coming too close to an object. Several of the department heads have met and watched a type of the device in action and the Fire Department, Electric Department and Sanitation Department would like to have five each. The cost is \$621.00 per unit. It was suggested that we continue to study and that the Electric Department put it in the new budget.

PETITION FROM RESIDENTS
OF HORNE SUBDIVISION:

The following petition was presented to the board. Mrs. Sarah S. Knight was the spokesman for the group. They would like to have the barrier on Jeff Davis put back up. After discussion, the Mayor advised the group present that we would continue to study the situation.

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DEMENT-MERIDIAN 55-8185

May 16, 1990 !

To: CITY OF OXFORD MAYOR and ALDERMEN
From: PROPERTY OWNERS and RESIDENTS of HORNE SUBDIVISION
RE: PETITION TO ERECT BARRIER

Once again we homeowners and/or residents of Horne Subdivision (Horne Road, Jeff Davis Drive, and Reaves Road) want to go on record as opposing the removal of the barricade that was erected in 197 at the upper end of Jeff Davis by the City in order to eliminate factory and other traffic and allow Horne Subdivision to be a quiet residential area. All landowners below the barricade wanted, and paid to have, the road hard-surfaced; those at the upper end did not.

On April 21, 1984 there was a Public Notice in the Oxford Eagle concerning the Subdivision. We residents below the barricade filed a petition requesting that the barricade remain in-place and we attended the meeting of the Mayor and Board of Aldermen of the City of Oxford on May 15, 1984 at 7 p.m. Pat Haley, Jr., our alderman at that time, proposed a motion concerning the Board's intent not to remove the barrier; there was no opposition to the motion.

On May 16, 1990, the barricade was taken down by City employees. No Public Notice of intent was published nor were residents notified of the impending action. We are not against progress, but we do oppose the possible encroachment of commercialization into our residential area, which could greatly lower the value of our property. Also, the streets are too narrow to accommodate excess traffic.

Most of us were original petitioners. We are a law-abiding, mostly senior citizen group who are proud of our homes and keep our area clean and in good repair.

We petition you to replace the barricade as soon as possible in as permanent a manner as feasible so that it can't be taken down and put up at will. A possible solution would be to erect the structure at the southern boundary line of the northern property turning onto Reaves road, with the Reaves Road area open to the southern route and the northern corner property open to the northern route.

Jack Knight	Richard Caruyle	Jan & Ethel Sims
Joe Yip	Jack Spencer	
Betty Yancy	Elaine Spencer	Grace Hill
Anna Ruth Smith	Amy Deel Spencer	Brenda Baker
Maria A. Smith Sr.	Billy F. Miller	
Emma L. Gray	Mr & Mrs Frank Traylor	
Bessie J. Ray	Angie Awalt	
Wendell R. Varner	Mary S. Orsatt	
Jean D. Miller	Lucy Jones	
North C. Henderson	Wanda	
Aue Caruyle	Jim Yancy	
Eggy Kay	Mr & Mrs Gerald P. Lee	
James J. Davis	Mr & Mrs William Johnson	
Harriet Davies	Mr & Mrs Edward W. Elzey	

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BUDGET AMENDMENT
POLICE DEPARTMENT:

Upon the request of Chief White, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize transfer of funds from one category to another and to add \$2,800.00 to the Utility Line Item of the Budget. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESERVE POLICE OFFICER:

Upon the recommendation of Chief White, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize Ronald Dwayne Williams to serve as Reserve Police Officer. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PUBLIC HEARING ON WASTE
WATER TREATMENT FACILITY
PLAN:

It was moved by Alderman Jones, seconded by Alderman Lamar to authorize the date of July 17, 1990 as the Public Hearing on Waste Water Treatment Facility Plan. All the aldermen voting aye, Mayor Leslie declared the motion carried.

FIRE WORKS FOR
FOURTH OF JULY
CELEBRATION:

It was moved by Alderman Smith, seconded by Alderman Reeves to authorize the Park Commission to spend up to \$2,500.00 based on quotes received for fireworks for the 4th of July Celebration. All the aldermen voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Lamar to authorize the Oxford Electric Department to advertise in the brochure for the Fourth of July Celebration not to exceed \$500.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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HOST FOR EIGHT
COUNTY MEETING:

It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize the Oxford Electric Department to pay for refreshments at a cost of \$93.00 for the City of Oxford to host an eight county meeting called by the Governor at the Yerby Center on June 11, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESCUE UNIT:

There came on for discussion the need for a rescue unit. The one currently in operation is not safe. Specifications for the unit was distributed to each board member. The County has agreed to pay 50-50 with the city on the purchase of vehicle. It was moved by Alderman Cardwell, seconded by Alderman Jones to continue this matter until the next board meeting. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ANNOUNCEMENT:

Mayor Leslie announced that the terms of Tom Sharpe and James Rice, who serve on the Tourism Council and Bernice Craig and Richard Howorth who serve on the Community Options Committee expires August 1, 1990. The appointment will be on the July 3rd agenda.

ADVERTISE FOR RECEPTIONIST
AND DEPUTY CLERK:

Dorothy Lovelady, Receptionist/Deputy Clerk, is retiring as of July 1, 1990. It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize advertisement for employment of a replacement. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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LETTER TO
ALVIN CHAMBLISS:

The following letter is made a
 part of the minutes:



May 3, 1990

MAYOR
 JOHN O. LESLIE
 BOARD OF ALDERMEN

DEVON JONES
 WARD I

JIMMY H. "JIM" REEVES
 WARD II

MAYOR PRO TEM
 PATRICIA C. LAMAR
 WARD III

BERNIE SMITH
 WARD IV

ED CARDWELL
 ALDERMAN-AT-LARGE

CITY ATTORNEY
 F. EDWIN PERRY

Honorable Alvin Chambliss
 Attorney at Law
 1006 Jackson Avenue
 Oxford, MS 38655

Dear Alvin,

I have been instructed by the Board of Aldermen to respond to your written demands delivered to the Mayor regarding age 13-15 youth baseball sponsored by the Park Commission.

You were concerned that you were not a head coach. It is my understanding the Park Commission had information you could not coach because of your schedule. It is also my understanding that one individual resigned to an assistant coach position from head coach and you are now a head coach. Also you were concerned that some boys were not playing on your team. It is my understanding those boys could not be added arbitrarily to your team because the national rules governing this youth baseball set a maximum and you had already reached that player limit.

You voice other concerns but it is also my understanding that all these matters have been explained to you to your satisfaction and that the city has in no way at any time violated any statute, rule, regulation or Court decision.

I trust this particular matter has been laid to rest.

Sincerely,

F. Edwin Perry

THE CITY OF OXFORD
 107 SOUTH LAMAR
 OXFORD, MISSISSIPPI 38655
 (601) 236-1310

A NICE PLACE TO LIVE

MINUTE BOOK No. 39, CITY OF OXFORD

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RESOLUTION ON 2.65 acres:

!

The Mayor and Board of Aldermen of the City of Oxford, Mississippi, took up the matter of conveying property to the Mississippi Department of Mental Health. After discussion of the subject, Alderman Smith offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, AUTHORIZING SAID CITY TO CONVEY 2.65 ACRES TO THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH.

WHEREAS, the Mississippi Department of Mental Health conveyed 6.90 acres to the City of Oxford, Mississippi, in 1977, and the herein described property is a part of that property and

WHEREAS, the property described is no longer needed for Municipal purposes and plans are being made by the State to construct additional facilities on the described property herein for the benefit of the North Mississippi Retardation Center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, that the Mayor and Board of Aldermen do hereby authorize pursuant to Section 21-17-1, Mississippi Code of 1972, as amended, the conveyance of 2.65 acres to the Mississippi Department of Mental Health, said Mayor and Clerk to sign said deed, said property described as follows:

A tract of land in the Northeast Quarter (NE $\frac{1}{4}$) of Section 4, Township 9 South, Range 3 West, Lafayette County, Mississippi, and being more particularly described as follows:

Commencing at the Northwest corner of Section 3, T-9-S, R-3-W, said corner being marked by a 16 inch oak tree, run thence due West for a distance of 1538.9 feet; run thence due South for a distance of 18.6 feet, run thence South 15 deg. 28' West along the East right-of-way line of Mississippi Highway Number 7 for a distance of 105.0 feet; run thence North 74 deg. 32' West along said right-of-way for a distance of 20.0 feet; run thence South 15 deg. 28' west along said right-of-way line for a distance of 853.5 feet to the point of beginning of the herein described property, said point of beginning being on the East right-of-way line of Mississippi Highway Number 7, from the point of beginning, run thence S 74 deg. 32' East for a distance of 438.3 feet to a point in the centerline of Burney Branch Creek, run thence N 15 deg. 55' East for a distance of 47.5 feet, run thence North 10 deg.

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39' East for a distance of 214.0 feet; run thence N 3 deg. 15' W, 63.9 feet to a point on the South right-of-way of Industrial Park Drive. Run thence due West along said right-of-way a distance of 415.2 feet to a point on the East right-of-way of Mississippi Highway of Mississippi Highway 7, run thence South 15 deg. 28' along said right-of-way for a distance 210.4 feet to the point of beginning of the herein described property; said property contains 2.65 acres, more or less. This is part of 6.90 acres conveyed to City as recorded in Book 329 at page 246 of the records of the Chancery Clerk of Lafayette County, Mississippi.

Alderman Lamar seconded the motion to adopt the foregoing resolution and the question being put to a roll call vote, the result was as follows:

Alderman Jones	voted	<u>aye</u>
Alderman Reeves	voted	<u>aye</u>
Alderman Lamar	voted	<u>aye</u>
Alderman Smith	voted	<u>aye</u>
Alderman Cardwell	voted	<u>aye</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 5th day of June, 1990.

JOHN O. LESLIE, Mayor

ATTEST:

VIRGINIA H. CHRESTMAN, City Clerk

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It was moved by Alderman Jones, seconded by Alderman Reeves to authorize the Mayor and Clerk to execute the following Quit Claim Deed. All the aldermen voting aye, Mayor Leslie declared the motion carried.

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the CITY OF OXFORD, MISSISSIPPI, after resolution duly adopted pursuant to Section 21-17-1, Mississippi Code of 1972, as amended, does hereby convey and quitclaim unto MISSISSIPPI DEPARTMENT OF MENTAL HEALTH, the following described property situated in Lafayette County, Mississippi, to-wit:

A tract of land in the Northeast Quarter (NE $\frac{1}{4}$) of Section 4, Township 9 South, Range 3 West, Lafayette County, Mississippi, and being more particularly described as follows:

Commencing at the Northwest corner of Section 3, T-9-S, R-3-W, said corner being marked by a 16 inch oak tree, run thence due West for a distance of 1538.9 feet; run thence due South for a distance of 18.6 feet, run thence South 15 deg. 28' West along the East right-of-way line of Mississippi Highway Number 7 for a distance of 105.0 feet; run thence North 74 deg. 32' West along said right-of-way for a distance of 20.0 feet; run thence South 15 deg. 28' west along said right-of-way line for a distance of 853.5 feet to the point of beginning of the herein described property, said point of beginning being on the East right-of-way line of Mississippi Highway Number 7, from the point of beginning, run thence S 74 deg. 32' East for a distance of 438.3 feet to a point in the centerline of Burney Branch Creek, run thence N 15 deg. 55' East for a distance of 47.5 feet, run thence North 10 deg. 39' East for a distance of 214.0 feet; run thence N 3 deg. 15' W 63.9 feet to a point on the South right-of-way of Industrial Park Drive. Run thence due West along said right-of-way a distance of 415.2 feet to a point on the East right-of-way of Mississippi Highway of Mississippi Highway 7, run thence South 15 deg. 28' along said right-of-way for a distance 210.4 feet to the point of beginning of the herein described property; said property contains 2.65 acres, more or less. This is part of 6.90 acres conveyed to City as recorded in Book 329 at page 246 of the records of the Chancery Clerk of Lafayette County, Mississippi.

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WITNESS OUR SIGNATURES on this the 12th day of June, 1990.

CITY OF OXFORD

John O. Leslie
JOHN O. LESLIE, Mayor

ATTEST:

Virginia H. Chrestman
VIRGINIA H. CHRESTMAN, City Clerk

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 JOHN O. LESLIE and VIRGINIA H. CHRESTMAN, who acknowledged that they are Mayor and City Clerk respectively of the City of Oxford, Mississippi, and that they signed and delivered the above and foregoing Quitclaim Deed acting for and on behalf of said city, after having been duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 12th day of June, 1990.

Brendan J. Hartley
NOTARY PUBLIC

MY COMMISSION EXPIRES:

August 17, 1993

ADDRESS OF GRANTOR:
City Hall
Oxford, MS 38655
Tele. No.-601-232-2312

ADDRESS OF GRANTEE:
Highway 7 South
Oxford, MS 38655
Tele. No.-601-234-7524

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DEMENT-MERIDIAN 55-8185

ELECTRIC DEPARTMENT
ACCOUNTS:

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

REPORT ON BIDS FOR
WATER HEATERS:

Pursuant to the Public Notice in The Oxford Eagle on May 4 and 11, 1990 for 200 water heaters, bids were received and opened at 2:00 p.m. on the 21st day of May, 1990. Upon the recommendation of Lloyd McClendon, Superintendent of Oxford Electric Department that the contractor who had wanted the water heaters has not started his project and there is no need for the 200 water heaters, it was moved by Alderman Cardwell, seconded by Alderman Lamar to reject the bids. All the aldermen voting aye, Mayor Leslie declared the motion carried.

REPORT ON
COMPUTER BIDS:

Pursuant to the Public Notice in The Oxford Eagle on May 4 and 11, 1990 requesting bids for computer system with laser printer, etc., and upon the recommendation of Lloyd McClendon, it was moved by Alderman Lamar, seconded by Alderman Jones that due to an error in the specifications and the addendums that were mailed out that all bids be returned unopened and that readvertisement be authorized. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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REPORT ON AUCTION OF
SURPLUS MATERIALS AT
ELECTRIC DEPARTMENT
WAREHOUSE:

Lloyd McClendon, Superintendent of Oxford Electric Department advised the board that the auction for surplus material at the warehouse was held on June 1, 1990. The auction brought \$769.50. It cost the Electric Department approximately \$1500 in labor to tear the building down.

LAYOUT FOR SQUARE
LIGHTING:

There came on for discussion the proposed lighting for the Oxford Square. Superintendent McClendon advised the board that TVA engineers have approved the design layout as drawn. It was moved by Alderman Lamar, seconded by Alderman Cardwell to approve recommendation of TVA. All the aldermen voting aye, Mayor Leslie declared the motion carried.

AUDITOR FOR
ELECTRIC DEPARTMENT:

It was moved by Alderman Lamar, seconded by Alderman Jones to authorize advertisement for bids for CPA firm to perform annual audit for Oxford Electric Department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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LEGAL NOTICE TO BIDDERS

The Mayor and Board of Aldermen of the City of Oxford, Mississippi, will receive sealed bids on the following:

Complete audit of the financial statements of the Electric Department.

Specifications and bid forms may be obtained from the office of the Superintendent of the Electric Department at the City Hall in Oxford, Mississippi.

Bids shall be plainly marked "SEALED BIDS - ELECTRIC DEPARTMENT" and filed with the City Clerk in her office in the City Hall in Oxford, Mississippi, on or before two o'clock (2:00) P.M., June 25, 1990.

The Mayor and Board of Aldermen reserve the right to reject any or all bids..

John O. Leslie, Mayor

Virginia H. Chrestman, City Clerk

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

BIDDER'S PROPOSAL

TO: The Mayor and Board of Aldermen
City of Oxford, Mississippi

SECTION 1: Offer to Furnish: The undersigned (hereinafter called the "Bidder") hereby proposes to furnish all the services in strict accordance with the Specifications attached hereto and made a part hereof for the one price hereinafter stated.

The Bidder also agrees to furnish only the services as bid and shown in the attached Specifications For Services.

SECTION 2: Rendering of Services: The Bidder will furnish all services outright and not subject to any conditional agreements or other agreements reserving unto the Bidder any right or interest.

NAME OF BIDDER _____

ADDRESS OF BIDDER _____

SIGNED BY: _____
TITLE: _____
DATE: _____

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INFORMATION FOR BIDDERS

After receipt of notification that a bid has been accepted, the lowest and best Bidder shall initiate performance of the services as included in his bid within sixty (60) days.

Failure to perform any bid services, as a result of this proposal, within the sixty- (60) day period shall be considered as an abandonment on the part of the Bidder and the services of the second and best Bidder may be engaged at the discretion of the Mayor and Board of Aldermen of the City of Oxford, Mississippi.

Each Bidder is instructed to carefully examine the specifications and Proposal documents, and to thoroughly familiarize himself with all terms and conditions, thereof.

Bidders are advised that a physical inventory of materials and supplies will be taken at the City of Oxford Electric Department warehouse beginning June 25, 1990. Due to time constraints, no bid will be accepted prior to that date, therefore, observation of the physical inventory will be impossible. If any Bidder has reservations about this fact he is asked to note such reservations in the Bidder's Proposal.

The engagement letter for services when executed, shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent, or employee of the City of Oxford, Mississippi, or by any other person.

All services furnished shall conform to the specifications.

ALL BIDS MUST BE SUBMITTED ON THE BID FORM SUPPLIED BY THE OXFORD ELECTRIC DEPARTMENT. HOWEVER, NOTES OF EXPLANATION MAY BE ATTACHED BY ANY BIDDER.

The proposal section of these documents must be filled out completely. No oral, telegraphic, facsimile, or telephonic proposal or modification shall be considered.

Any Bidder wishing to take exception to the time limit specified on performance of services may so state in the Bidder's Proposal section.

John O. Leslie, Mayor

Virginia H. Chrestman, City Clerk

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SPECIFICATIONS FOR SERVICES

I. GENERAL:

The following are the specifications describing the type and characteristics of the services to be provided by the Bidder. All items not specifically mentioned shall be considered to be performed in accordance with standards promulgated by the American Institute of Certified Public Accountants.

Bidders shall list all costs associated with the audit, including travel costs and any other costs to be incurred.

The engagement shall be for the period of time required to express an opinion on the financial statements of the City of Oxford Electric Department for the fiscal year ended June 30, 1990, but shall not extend beyond September 30, 1990.

If at any point during the audit, the Certified Public Accountant determines that an unqualified opinion cannot be expressed for any reason, he is required to notify the Superintendent and Director of Accounting of the City of Oxford Electric Department within two (2) working days after such determination is made.

Audit refers to an examination of financial statements by an independent Certified Public Accountant firm for the purpose of expressing an opinion on the fairness with which those statements present financial position, results of operations and cash flows in conformity with generally accepted accounting principles.

A report prepared in connection with a review or compilation of financial statements as defined in Statement of Standards for Accounting and Review Services No. 1, Compilation and Review of Financial Statements, does not satisfy the requirements of these bid specifications.

Additionally, reports as described in Statement on Audit Standards No. 14, Special Reports, and Statement on Audit Standards No. 35, Special Reports--Applying Agreed-Upon Procedures to Specified Elements, Accounts, or Items of a Financial Statement, do not satisfy the requirements of these bid specifications.

II. SPECIFICATIONS:

A. QUALIFICATIONS

The Bidder shall be a Certified Public Accountant firm (hereinafter referred to as "CPA") of which the principals are Certified Public Accountants of some state, territory or the District of Columbia. The CPA is required to abide by the rules and regulations of professional conduct promulgated by the Board of Public Accountancy of the State of Mississippi. The Bidder shall comply with Professional Standards and the Code of Professional Ethics of the American Institute of Certified Public Accountants (hereinafter referred to as "AICPA") as though the

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CPA were a member of the AICPA.

The CPA must be independent. The CPA shall be considered to be independent if he meets the standards for independence contained in the AICPA Code of Professional Ethics in effect at the time the CPA's independence is under review and if the CPA:

(1) Does not have and has not had any direct financial interest or any material indirect financial interest with the City of Oxford Electric Department during the period covered by the audit;

(2) Is not and was not during the period under audit, connected with the City of Oxford Electric Department as a promoter, underwriter, trustee, director, officer, employee, or other related party.

B. AUDIT STANDARDS

The CPA shall perform the annual audit in accordance with generally accepted auditing standards issued by the AICPA.

The CPA shall perform an examination of the financial statements including such tests of the accounting records and such other auditing procedures that are sufficient to enable the CPA to express an opinion on the financial statements.

C. AUDIT DATE

The annual audit shall be performed as of the end of the fiscal year of the City of Oxford Electric Department, which is June 30, 1990.

D. AUDIT REPORT

The audit report shall be signed by a CPA in good professional standing with the Board of Public Accountancy of the State of Mississippi.

The audit report shall be legible, free of errors in grammar, typewriting, and spelling, and if reproduced by photocopier or other mechanical means, of reasonably good quality as determined by the Superintendent.

As soon as possible after completion of the audit but within three (3) months of the audit date, such date being September 30, 1990, the CPA shall deliver the audit report to the Superintendent of the City of Oxford Electric Department. The CPA shall provide copies of the report sufficient for distribution to the Mayor, each Alderman, the Superintendent, the Director of Accounting, and the Tennessee Valley Authority. Failure of the Bidder to perform the bid services in the specified time shall result in the deduction of one (1) percent of the bid amount per day after September 30, 1990 until submission of the audit report as provided above.

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ENGINEERING STUDY FOR
ELECTRIC DEPARTMENT:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize advertisement for bids for Engineering Study for Electric Department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PUBLIC NOTICE

STATEMENT OF QUALIFICATIONS
June 7, 1990

The City of Oxford Electric Department is seeking a qualified Registered Professional Electrical Engineering Firm or Firms to conduct a short term and a long term comprehensive evaluation of its primary and secondary electrical distribution system. The study shall be prepared with a complete Engineering report to be submitted to the Oxford Board of Alderman and the Tennessee Valley Authority.

For further information contact Larry E. Chambers, Director of Engineering and Operations, at 107 South Lamar, Phone 232-2367, Oxford Ms 38655. Interested Firms should submit their qualifications and references to the City of Oxford Electric Department at 107 South Lamar, Oxford, Ms 38655 and must be plainly marked "ELECTRIC DEPT PROPOSAL". Closing date for receipt of all proposals is 2:00 p.m. June 26, 1990.

John O. Leslie, Mayor

REPORT ON BIDS FOR
TRANSFORMERS & WIRE:

Pursuant to the Notice to Bidders in the Oxford Eagle on May 18 and 25, 1990, Lloyd McClendon advised the Board that the following bids were received:

BIDS FOR TRANSFORMERS AND WIRE OPENED MONDAY, JUNE 4, 1990 AT 2:00 P.M.

BIDDER	50 KVA SINGLE PHASE	100 KVA SINGLE PHASE	25 KVA CSP	UG PRIMARY CABLE	COMMENTS:
POWER & TELEPHONE SUPPLY	\$944.00 EACH HOWARD IND. 12-14 WEEKS	\$1316.00 EACH HOWARD IND. 12-14 WEEKS	\$454.00 EACH HOWARD IND. 15-17 WEEKS	\$2367.00/M FT KERITE 8-10 WEEKS	NO BID BOND OR CERTIFIED CHECK ENCLOSED
TENN. VALLEY ELECTRIC	\$925.00 EACH MCGRAW FACTORY STOCK SPS	\$1435.00 EACH MCGRAW FACTORY STOCK SPS	\$485.00 EACH MAGNETIC 3 WEEKS	\$1765.00 PIRELLI 2 WEEKS	NO BID BOND OR CERTIFIED CHECK ENCLOSED
HATFIELD AND CO.	\$972.00 EACH ABB (W) 12-14 WEEKS	\$1334.00 EACH ABB (W) 12-14 WEEKS	\$489.00 EACH ABB (W) 11 WEEKS	\$1230.00/ M FT. HENDRIX FACTORY STOCK	NO BID BOND OR CERTIFIED CHECK ENCLOSED
* STUART C IRBY CO.	\$894.00 EACH COOPER POWER SYSTEMS 8 WEEKS	\$1387.00 EACH COOPER POWER SYSTEMS 8 WEEKS	\$480.00 EACH COOPER P. S. 8 WEEKS	\$1875.00/M FT OKONITE 14 WEEKS	BID BOND ENCLOSED
STUART C IRBY CO.	\$990.00 EACH HOWARD INDUSTRIES 12-14 WEEKS	\$1415.00 EACH HOWARD INDUSTRIES 12-14 WEEKS	\$476.00 EACH HOWARD IND. 15-17 WEEKS	\$1719.00 /M FT CABLIC 16 WEEKS APPX.	

* RECOMMENDATION TO ACCEPT BID FROM STUART C IRBY CO. ON COOPER POWER SYSTEMS 50 KVA, 100 KVA, AND 25 KVA TRANSFORMERS WITH 8 WEEK DELIVERY TIME, REJECT ALL BIDS ON WIRE.

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BIDS CONTINUED:

It was moved by Alderman Cardwell, seconded by Alderman Lamar to accept the bid of Stuart C. Irby Co. as they meet all specifications. All the the aldermen voting aye, Mayor Leslie declared the motion carried.

BFI PROPOSAL:

Stuart McBride, Project Manager and Dean Brown, District Landfill Manager for Browing Ferris Industries came before the Mayor and Board of Aldermen to discuss the second proposal submitted by BFI for the city landfill. This proposal is submitted based on meeting with the board, the attorney and city engineer. BFI would like to have an answer as soon as possible.

It was moved by Alderman Lamar to enter into the agreement with BFI. Motion died for lack of a second.

SECOND AGREEMENT WITH
SOIL CONSERVATION SERVICE
FOR BURNEY BRANCH:

It was moved by Alderman Jones, seconded by Alderman Reeves to authorize second agreement with Soil Conservation Service for Burney Branch for operation and maintenance once the project has been completed. The total cost of the project now is estimated at \$2,980,000.00. Projected date of bid award by the SCS is September 1st. All the aldermen voting aye, Mayor declared the motion carried.

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FEES CHARGED AT
CITY LANDFILL:

Steve Beatty discussed with the board that the city has no scales at the landfill and therefore, has no means of weighing garbage. He is recommending that the city ordinance be changed and that fees be charged on a per cubic yard basis rather than tons. It was moved by Alderman Reeves, seconded by Alderman Lamar that effective July 1, 1990 the University of Mississippi be charged at the rate of \$3.00 per cubic yard and that effective October 1, 1990 that Lafayette County be charged \$3.00 per cubic yard. All the aldermen voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Reeves, seconded by Alderman Jones to add a section to the ordinance to deal with special wastes (asbestos, septic tank, sewer) generated in the county of Lafayette at a cost of \$12.00 per cubic yard. All the aldermen voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Jones to authorize a charge of \$4.50 per cubic yard for commercial haulers who engage in waste disposal or waste management for profit. All the aldermen voting aye, Mayor Leslie declared the motion carried.

Superintendent Beatty discussed with the board section 12-27(f) of the ordinance.

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FEES CONTINUED:

It was moved by Alderman Reeves, seconded by Alderman Cardwell not to accept any garbage from outside the county unless the Mayor and Board of Aldermen approve the request. It was agreed that we honor the current agreements made by the Superintendent of Sanitation. All the aldermen voting aye, Mayor Leslie declared the motion carried.

City Attorney Perry was requested to get with Mr. Beatty and bring the requests back in ordinance form at the next meeting.

STATUS CHANGES
POLICE DEPARTMENT:

Upon the recommendation of Chief White, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize the following status changes:

Paul Webb to Sr. Patrolman.....\$678.42 bi-weekly
Bob Jones to Sr. Patrolman.....\$678.42 bi-weekly
Terry Hawkins to Sr. Patrolman\$678.42 bi-weekly

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

INTERN
POLICE DEPARTMENT:

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize Noble Harrison to serve as an intern in the Police Department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EXECUTIVE SESSION:

Alderman Reeves requested an Executive Session to discuss a legal matter.

It was moved by Alderman Smith, seconded by Alderman Lamar to declared an Executive Session to discuss a legal matter. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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EXECUTIVE SESSION CONTINUED:

City Clerk Virginia Chrestman went out into the hall and announced that the Board voted to have an Executive Session to discuss a legal matter.

REGULAR SESSION:

It was moved by Alderman Lamar, seconded by Alderman Smith to continue with the regular session. All the aldermen voting aye, Mayor Leslie declared the motion carried.

Announcement was made in the hall that the board was ready for regular session.

Mayor Leslie announced that no action was required concerning the legal matter.

Alderman Reeves requested an Executive Session to discuss a personnel matter.

EXECUTIVE SESSION:

It was moved by Alderman Reeves, seconded by Alderman Jones to declared an Executive Session to discuss a personnel matter. All the aldermen voting aye, Mayor Leslie declared the motion carried.

An announcement was made to the public in the hall that the board voted to stay in Executive Session to discuss a personnel matter.

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REGULAR SESSION:

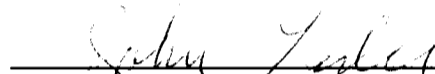
It was moved by Alderman Reeves, seconded by Alderman Jones to go out of Executive Session and back to regular session. All the aldermen voting aye, Mayor Leslie declared the motion carried.

Mayor Leslie announced that no action was required concerning the personnel matter.

ADJOURNMENT:

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


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

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UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

REGULAR MEETING

7:00 p.m. June 19, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 p.m. Tuesday, June 19, 1990 in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

Jim Reeves - Alderman Ward II

Patricia C. Lamar - Alderman Ward III

Bernie Smith - Alderman Ward IV

Ed Cardwell - Alderman At-Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Billy White - Chief of Police

Steve Beatty - Superintendent of
Sanitation

Ernie Walker - City Shop Foreman

Terry McDonald - Fire Chief

Lloyd McClendon - Superintendent of
Oxford Electric

Debbie McLarty - Tax Assessor

Ben Smith - Director of Planning &
DevelopmentAllen Jones - Director of Parks &
RecreationDavid Bennett - Superintendent of
Wastewater TreatmentAGENDA:

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

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MINUTES:

There being no additions or corrections, the minutes of June 5, 1990 were approved as printed.

RESIGNATION
YZONNA ORANGE:

It was moved by Alderman Reeves, seconded by Alderman Jones to accept the resignation of Yzonna Orange, Dispatcher, for the Police Department, effective July 1, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR
EMPLOYMENT OF DISPATCHER:

It was moved by Alderman Lamar, seconded by Alderman Smith to authorize advertisement for employment of a dispatcher. All the aldermen voting aye, Mayor Leslie declared the motion carried.

CORRECTION TO MINUTES
OCTOBER 17, 1989:

It was moved by Alderman Lamar, seconded by Alderman Smith to authorize correction to the Minutes of October 17, 1989 to show salary:
Steve Bramlett - \$21,500 annually
Robert L. Jones - \$16,757.00 annually
Richard Popernik - no salary change as rank of Sgt. was maintained to be effective October 19, 1989.
All the aldermen voting aye, Mayor Leslie declared the motion carried.

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PROPOSED LIGHTING CONTRACT
WITH STATE HIGHWAY DEPARTMENT:

Lloyd McClendon, Superintendent of Oxford Electric Department presented a proposed draft for a lighting contract with the State Highway Department. The proposal is for the board to study and consider at a future meeting.

LANDFILL PROPOSAL:

Stuart McBride, Project Manager of BFI came before the Mayor and Board of Aldermen to discuss proposal made by BFI for the landfill. Mr. McBride agreed to have a change made in the proposal that garbage from other states would be deleted and only garbage from North Mississippi would be disposed of in the Oxford Landfill. Discussion was held by members of the board, citizens in the audience and Mayor Leslie read from several publications, information concerning landfills.

After much discussion, it was moved by Alderman Lamar, seconded by Alderman Jones to invite the firm of Brunini, Grantham, Gower and Hewes from Jackson to come before the board to review contract proposal by BFI and any other proposals that we might have at that time. City Attorney Ed Perry was requested to schedule the meeting. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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ADVERTISEMENT FOR BIDS
FOR DOWNTOWN SQUARE
LIGHTING FIXTURES:

It was moved by Alderman Lamar,
seconded by Alderman Reeves to
authorize advertisement for bids
for Downtown Square Lighting
Fixtures per the following
specifications.

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

Legal notice to Bidders: The Mayor and Board of Alderman
of the City of Oxford, Mississippi, will receive sealed bids on
the following:

46 LUMINAIRES, AND 46 LUMINAIRE POSTS

Specifications and Bid Forms may be obtained from the
office of the Electric Department at the City Hall in Oxford,
Mississippi, contact Larry E. Chambers, Engineer.

Bids shall be plainly marked "SEALED BIDS-ELECTRIC
DEPARTMENT" and filed with the City Clerk in her office in the
City Hall, 107 South Lamar, Oxford, Mississippi, on or before
2:00 P.M. Monday, July 16, 1990.

The Mayor and Board of Alderman reserve the right to
reject any or all Bids, and waive any formality.

John O. Leslie, Mayor

Virginia Chrestman, City Clerk

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BIDDER'S PROPOSAL

TO: The Mayor and Board of Aldermen

City of Oxford, Mississippi
(Hereinafter called the Owner)

SECTION 1: Offer to Furnish: The undersigned (hereinafter called the "Bidder") hereby proposes to furnish all of the equipment in strict accordance with the specifications attached hereto and made a part hereof for the prices herein-after stated.

The Bidder also agrees to furnish only the equipment as bid and shown in the attached "List of Equipment."

The Bidder further agrees that the price of all equipment furnished shall include all cost and be F. O. B. as specified within this document.

SECTION 2: Purchase of Equipment: The bidder will furnish all equipment outright and not subject to any conditional sales agreement, bailment, leases or other agreement reserving unto the seller any right, title or interest therein. All such equipment shall become the property of the Owner when delivered.

INFORMATION FOR BIDDERS

After receipt of notification that a bid has been accepted, the low and best Bidder shall deliver the equipment as included in his bid to the appropriate destination as specified within this bid within 60 days.

Failure to deliver any item bid, as a result of this proposal, within the 60 day period shall be considered as an abandonment on the part of the Bidder and the order may be placed with the second and best bidder at the discretion of the Mayor and Board of Aldermen of the City of Oxford, Mississippi.

Each Bidder is instructed to carefully examine the specifications and Proposal documents, and to thoroughly familiarize himself with all terms and conditions, thereof.

The order for equipment when executed, shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent, or employee of the City of Oxford, Mississippi, or by any other person.

All equipment furnished shall conform to the specifications.

ALL BIDS MUST BE SUBMITTED ON THE BID FORM SUPPLIED BY THE OXFORD ELECTRIC DEPARTMENT. HOWEVER NOTES OF EXPLANATION WHEN DESIRED MAY BE ATTACHED BY ANY BIDDER.

The proposal section of these documents must be filled out completely. No oral, telegraphic or telephonic proposal or modification will be considered.

Any Bidder wishing to take exception to the time of delivery as given above may so state in section "Bidders Proposal".

John O. Leslie, Mayor
Virginia H. Chrestman, City Clerk

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PROPOSAL SCHEDULE

ITEM	NO.	DESCRIPTION	PRICE
IA	4	LUMINAIRES Manufacturer Name _____ Model No. _____	\$ _____
IB	42	LUMINAIRES Manufacturer Name _____ Model No. _____	\$ _____
IIA	37	CAST IRON STREET LAMP POST Manufacturer Name _____ Model No. _____	\$ _____
IIB	9	CAST IRON STREET LAMP POST Manufacturer Name _____ Model No. _____	\$ _____
IIC	37	CAST ALUMINUM STREET LAMP POST Manufacturer Name _____ Model No. _____	\$ _____
IID	9	CAST ALLUMIN STREET LAMP POST Manufacturer Name _____ Model No. _____	\$ _____

Name of Bidder

Address of Bidder

Signed by; _____

Title: _____

Date: _____

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SPECIFICATIONS FOR EQUIPMENT

I. GENERAL:

The following is the minimum specifications describing the type, and characteristics of the equipment. All items not specifically mentioned shall be considered to be standard equipment. All items shall be new and unused. Any reference to a manufacturers name or catalog number is intended only to establish a standard and is not to be construed as a restriction to similar products by other manufacturers. All deviations from these minimum specifications must be so noted.

All items shall have a one year parts and labor warranty unless an exception is stipulated by bidder.

All ITEMS BIDDED shall be F.O.B. 413 South 14th Street, Oxford, Mississippi, 38655.

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LUMINAIRE AND POST SPECIFICATIONS

I LUMINAIRES

A. Luminaires shall be CATALOG NO. (WA25/CC-M175/120-V-F1) ANTIQUE STREET Lamps Inc. of Austin Texas or equal.

B. Luminaires shall be CATALOG NO. (WA25/CC-M175/120-III-F1) ANTIQUE STREET Lamps Inc. of Austin Texas or equal.

DESCRIPTION

1. Luminaire shall be cast aluminum construction, tapered and fluted with a classic double tapered base, a globe holder with integral enclosed ballast housing, and a decorative one piece clear Acorn globe with refractors with an 8 inch neck. The luminaire base shall measure a maximum of 13 inches in height and 4.5 inches diameter at the bottom.

2. The luminaire base and ballast housing shall be heavy wall cast aluminum formed true to the pattern with complete detail. Globe material shall be clear frosted, textured polycarbonate. All hardware shall be stainless steel. All exterior hardware shall be tamper resistant.

3. The luminaire shall mount on a 3 inch O.D. tenon with a minimum of six (6) 1/4 inch DIA. socket set screws. The globe shall be secured to the luminaire by a minimum four (4) 1/4 inch DIA. socket set screws. The ballast and socket assembly shall be furnished with a quick disconnect plug and mount on a removable ballast plate.

4. The luminaire shall be prefinished with a premium catalyzed polyurethane coating. The color shall be Benjamin Moore color NO. 163-60 (Bronzestone).

5. Luminaires shall be furnished with a 175 watt metal halide, high efficiency, high power factor, regulating type ballast with socket assembly, to include lamp. All electrical components shall be UL approved and marked accordingly. Sockets shall be glazed porcelain, with copper alloy nickel plated screw shell and center contact.

6. Bids submitted shall be accompanied by a complete set of luminaire drawings to include ballast and assembly.

7. Luminaire refractors shall be type V as in (IA) above, or type III as in (IB) above.

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II. LAMP POST.

OPTION A. The Street light post shall be CATALOG NO.(C12/17-CI/PP-WPRB), OF ANTIQUE Street LAMPS, Inc., of Austin Texas or Equal.

OPTION B. Same as in OPTION A above, with anchorage detail as in exhibit (A), attached.

OPTION C. The Street light post shall be CATALOG NO.(W12/17-CA/PP-WPRB) of ANTIQUE Street Lamps, Inc., of Austin Texas or equal.

OPTION D. Same as in OPTION C above, with anchorage detail as in exhibit (A) attached.

DESCRIPTION

1. The lighting post shall be either all cast iron construction as in OPTION (IIA) and OPTION (IIB) or all cast aluminum construction as in option (IIC) and OPTION (IID) above. Post shall be massively tapered with a deep flute pattern and classic double tapered and fluted base. All hardware shall be tamper resistant. Anchor bolts are not included in this bid.

2. The post shall be twelve (12) feet in height with a seventeen (17) inch diameter base. The post shall taper from a minimum of seven (7) inches for cast iron or a minimum of 5.5 inches for cast aluminum at the top of the base, to a minimum of 4.5 inches for cast iron or 3.5 inches for cast aluminum at the post top. An integral three inch tenon shall be provided at the top for luminaire mounting.

3. The posts as in OPTIONS (IIA and IIC) shall be provided for four (4) 3/4 inch diameter anchor bolts along a 12 inch diameter bolt circle. Bolt hole spacing shall be 8.5 inches apart while still located along the 12 inch diameter bolt circle or as in OPTION (IIB and IID), provided for three (3) 3/4 inch diameter anchor bolts along a 9.5 inch diameter bolt circle and spacing shall be 8.25 inches apart as in exhibit A attached. Bids submitted must be accompanied by a complete set of post detail drawings to include the base and anchoring configuration. An access door shall be provided in the base for securing anchor bolts and wiring access.

4. The post shall be shipped prime painted only with touch up primer. The finish paint shall be supplied by the City of Oxford Electric Department.

5. The post shall have a weather proof duplex receptacle mounted inside the base.

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ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Lamar, seconded by Alderman Jones to approve the accounts submitted by the Electric Department with the correction of Oxford Eagle advertising, not Mickey Nelson. All the aldermen voting aye, Mayor Leslie declared the motion carried.

1990-91 BUDGET
OXFORD ELECTRIC DEPARTMENT:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to adopt Capital Improvements Budget for 1991 and the Operating Budget for 1991 and that the payroll budget for the Oxford Electric Department remain the same and be looked at in October. The budget includes a \$15,000 payment to Oxford-Lafayette County Chamber of Commerce, but this needs to be approved by TVA. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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1

FINAL REVISION

JUNE 13, 1990

CITY OF OXFORD - ELECTRIC DEPARTMENT

CAPITAL IMPROVEMENTS PROJECTS
FOR FISCAL YEAR 1991

EXECUTIVE

91-1	PURCHASE NEW CHRISTMAS DECORATIONS	\$15,000 *
91-2	MISCELLANEOUS	15,000
91-3	PURCHASE ALARM DEVICES FOR LARGE VEHICLES	4,000
91-4	PURCHASE CITY TRAFFIC SIGNALS AND CONTROLLERS	100,000 *
	SUBTOTAL	\$134,000

ACCOUNTING

91-1	PURCHASE OFFICE EQUIPMENT	\$2,000
	SUBTOTAL	\$2,000

CUSTOMER SERVICE

91-1	PURCHASE MISCELLANEOUS FURNITURE	\$5,000
91-2	PURCHASE MISC SUPPLIES & SMALL TOOLS	2,000
91-3	PURCHASE COPY MACHINE	8,000 *
	SUBTOTAL	\$15,000

ENGINEERING

91-1	PURCHASE NEW TRUCK FOR ENGR FIELD WORK	\$0 *
91-2	PURCHASE NEW LAPTOP COMPUTER	0 *
91-3	PURCHASE COMPUTER ASSISTED DRAFTING SYSTEM	30,000
91-4	REPLACE FURNITURE & CARPET FLOOR	0 *
91-5	PURCHASE TELEPHONE, PAGER & RADIO EQUIP	5,000 *
91-6	PURCHASE GENERAL SHOP & TEST EQUIP	3,700
91-7	BUILD NEW SUBSTATION	1,400,000
91-8	ELECTRICAL SYSTEM STUDY	30,000
91-9	CONVERSION OF MAPS (MANUAL TO COMPUTER)	15,000 *
91-10	REPLACE LIGHTS AROUND THE SQUARE	75,000 *
91-11	RECONDUCTOR DOWNTOWN AREA AROUND SQUARE	150,000
91-12	REPLACE TRANSFORMERS	55,000
91-13	CIRCUIT WORK FOR NEW SUBSTATION	100,000
	SUBTOTAL	\$1,863,700

FIELD SERVICES

91-1	PURCHASE OFFICE FURNITURE	\$2,000
91-2	REPLACE RIGHT-OF-WAY VEHICLE #108	0 *
91-3	SELL VEHICLE #110	0 *
91-4	PURCHASE A POLE TRAILER	4,000
91-5	REFURBISH DERRICK TRUCK #100	17,000 *
91-6	PURCHASE UNDERGROUND FAULT FINDING EQUIP	3,000
91-7	PURCHASE A NEW HAND-HELD DITCH WITCH	6,000
91-8	PURCHASE WOOD POLES	10,000
91-9	BUILD NEW STORAGE SHED, ETC	75,000 *
	SUBTOTAL	\$117,000

GRAND TOTAL FOR FISCAL YEAR 1991 \$2,131,700

GRAND TOTAL FOR FISCAL YEARS 1991-2000 \$3,609,700

* These amounts have been revised from the original.

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CEMENT-MERIDIAN 55-8185

07-Jun-90

07:09 AM

**CITY OF OXFORD ELECTRIC DEPARTMENT
OPERATING BUDGET - INCOME STATEMENT FORMAT
FOR FISCAL YEARS 1988 - 1991
(\$ X 1,000)**

-----DESCRIPTION-----	FY 88 ACTUAL	FY 89 ACTUAL	FY 90 ACT/EST	FY 91 BUDGET
REVENUE:				
ELECTRIC SALES REVENUE	\$6,683	\$6,626	\$6,659	\$6,816
FORFEITED DISCOUNTS	41	42	37	39
MISCELLANEOUS SERVICE REVENUE	37	42	40	40
RENT FROM ELECT PROPERTY	30	39	39	40
OTHER ELECT REVENUE	0	0	5	0
TOTAL OPERATING REVENUE	\$6,792	\$6,749	\$6,780	\$6,935
PURCHASED POWER	\$6,070	\$6,049	\$6,130	\$6,300
OPERATING EXPENSES:				
TRANSMISSION EXPENSE	N/A	N/A	N/A	N/A
DISTRIBUTION EXPENSE	110	154	160	170
CUSTOMER ACCOUNT EXPENSE	107	116	136	147
CUSTOMER SERVICE	11	12	20	21
SALES EXPENSE	9	11	3	33
ADMIN & GENERAL	136	155	266	289
TOTAL OPERATING EXPENSE	\$373	\$448	\$585	\$661
MAINTENANCE EXPENSE				
TRANSMISSION EXPENSE	N/A	N/A	N/A	N/A
DISTRIBUTION EXPENSE	131	141	143	192
ADMIN & GENERAL	4	2	20	14
TOTAL MAINTENANCE EXPENSE	\$135	\$143	\$163	\$206
OTHER OPERATING EXPENSE				
DEPRECIATION	\$111	\$113	\$120	\$128
TAXES AND TAX EQUIVALENTS	273	294	346	368
EXTRAORDINARY ITEMS	0	0	0	39 (1)
TOTAL OTHER OPERATING EXPENSE	\$384	\$407	\$467	\$535
TOTAL OPER EXPENSE AND PUR POWER	\$6,962	\$7,046	\$7,344	\$7,702
OPERATING INCOME	(\$170)	(\$297)	(\$564)	(\$767)
OTHER INCOME	409	468	443	443
TOTAL INCOME	\$239	\$171	(\$121)	(\$324)
MISCELLANEOUS INCOME DEDUCTIONS	16	24	33	19
NET INCOME - GAAP BASIS	\$223	\$147	(\$154)	(\$343)
ADD BACK - DEPRECIATION	111	113	120	128
NET INCOME - CASH BASIS	\$334	\$260	(\$34)	(\$215)

(1) This item is made up of schools, seminars and meetings and \$17,200 for right-of-way trimming.

DEMENT-MERIDIAN 55-8185

RESOLUTION
LEASE:

It was moved by Alderman Lamar, seconded by Alderman Reeves to adopt Resolution authorizing and approving Execution of an Equipment Lease-Purchase Agreement with First Continental Leasing, a division of Bank of MS for the purpose of Lease-Purchasing certain equipment and to authorize the Mayor and Clerk to execute related documents and that insurance for the equipment be purchased from Marchbanks Insurance at a cost of \$2,997.00.

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

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DEMENT-MERIDIAN 55-8185

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF
AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
FIRST CONTINENTAL LEASING, A DIVISION OF BANK OF MISSISSIPPI
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of City of Oxford, Mississippi (the "Lessee"), acting for and on behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with First Continental Leasing, a division of Bank of Mississippi (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by lease-purchase agreement and pay interest thereon by contract for a term not to exceed 5 years;

3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and

4. It is necessary for the Lessee to approve and authorize the Agreement.

5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Mayor John O. Leslie (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 1990.

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Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 1990, Lessee has designated \$ _____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 1990 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 1990 will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

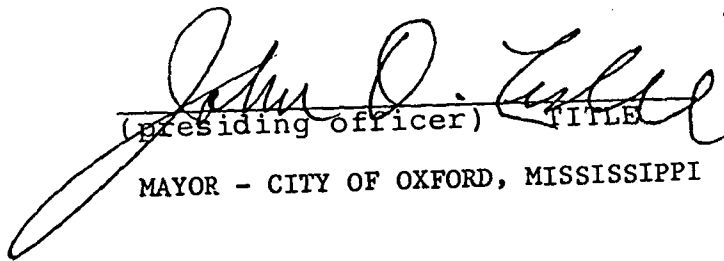
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Following the reading of the foregoing resolution, Alderman Lamar moved that the foregoing resolution be adopted, Alderman Reeves seconded the motion for its adoption. The mayor put the question to a roll call vote and the result was as follows:

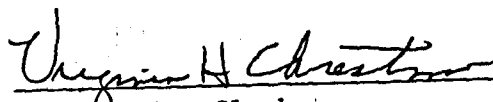
<u>Alderman Jones</u>	Voted: <u>aye</u>
<u>Alderman Reeves</u>	Voted: <u>aye</u>
<u>Alderman Lamar</u>	Voted: <u>aye</u>
<u>Alderman Smith</u>	Voted: <u>aye</u>
<u>Alderman Cardwell</u>	Voted: <u>aye</u>

The motion having received the affirmative vote of all members present, the mayor declared the motion carried and the resolution adopted this the 19th day of June, 19 90.


(presiding officer) TITLE

MAYOR - CITY OF OXFORD, MISSISSIPPI

ATTEST:


City Clerk

(S E A L)

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EQUIPMENT LEASE-PURCHASE AGREEMENT

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- Exhibit A Special Stipulations
- Exhibit B Equipment Lease Schedule
- Exhibit C Equipment Acceptance Notice

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EQUIPMENT LEASE-PURCHASE AGREEMENT

This Equipment Lease-Purchase Agreement (the "Agreement") dated as of June 19, 1990, is entered into between First Continental Leasing, a division of Bank of Mississippi (the "Lessor"), whose Principal Office (herein so called) is located at Hattiesburg, Mississippi and City of Oxford, Mississippi, (the "Lessee"), acting by and through the Mayor and Board of Aldermen, the Governing Body of the Lessee.

1. Agreement to Lease. In consideration of the rental provided herein, and the other covenants contained herein, Lessor hereby agrees to lease and rent to Lessee, and Lessee hereby agrees to lease and rent from Lessor, all the machinery, equipment and other personal property ("Equipment") described in Equipment Lease Schedule(s) ("Equipment Schedules") now or hereafter executed by Lessor and Lessee and attached hereto and incorporated herein by reference as Exhibit B upon the terms and conditions set forth in this Agreement, as supplemented by the terms and conditions set forth in the appropriate Equipment Schedule identifying such item of Equipment and such other Equipment Schedules as may be executed by Lessor and Lessee and attached hereto and incorporated herein by reference.

2. Lease Term. The obligations of Lessor and Lessee under this Agreement will commence upon the execution hereof by Lessor and Lessee and will end upon the full performance and observance of each and every term, condition, and covenant contained herein, each Schedule hereto and extension thereof. The rental term of the Equipment listed in each Equipment Schedule shall commence on the date that the rental payment is due as provided in the Equipment Schedule and shall terminate on the last day of the term stated in such Equipment Schedule. This Agreement shall be automatically renewed on a year-to-year basis except as provided for in Paragraph 4.

3. Rental Payments. The rent for the Equipment described in each Equipment Schedule shall be the total sum stated on such Equipment Schedule, in installments, and shall be due and payable on the dates set forth therein. A portion of each such rental payment is paid as, and represents a payment of interest and each Equipment Schedule sets forth the applicable interest rate and interest component of each rental payment; /provided however such interest component is subject to change as provided in Paragraph 12 hereof. Such rent shall be payable from legally available funds of the Lessee in lawful money of the United States, without notice or demand, at the Principal Office of the Lessor or its assigns (or at such other place as Lessor may from time to time

designate in writing). The receipt of any check or other item on account of any rental payment will not be considered as payment thereof until such check or other item is honored when presented for payment. All rental payments shall be made by the Lessee without abatement, setoff, or deduction of any amounts whatsoever. The obligations of Lessee to pay rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of an indebtedness by the Lessee.

4. Continuation of Lease by Lessee. (a) Lessee intends to comply with each term, condition and covenant of this Agreement during the term hereof and to pay the rent due hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all rent payments due hereunder shall be obtained. Lessee agrees to include in its budget for each fiscal year during the term of this Agreement all rent payments due hereunder and to do all other things necessary and lawfully within its power to have such portion of the budget approved to obtain and its power to have such portion of the budget approved to obtain and provide for funds to pay its obligations due hereunder. In the event that such portion of the budget that provides for rent payments due under this Agreement is not approved, the Lessee agrees, at its expense, to exhaust all available reviews and appeals to have the rent payments reinstated and approved in the budget. It is Lessee's intent to make rental payments for the full term of this Agreement if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper efficient and economic operation and that the functions performed by the Equipment could not and will not be transferred to other equipment now available or which may be subsequently acquired for use by Lessee during the term of this Agreement.

(b) In the event no funds or insufficient funds are appropriated or otherwise available by any means whatsoever in any fiscal year for rental payments due under this Agreement, then the Lessee shall immediately notify Lessor or its assignee of such occurrence and this Agreement shall create no further obligation of Lessee as to such fiscal year and shall be null and void, except as to the portions of rental payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee of any kind whatsoever. Subsequent to such termination of this Agreement, Lessee shall have no continuing obligation to make rental payments under this Agreement. No right of action or damages shall accrue to the benefit of Lessor, or its assignee, as to that portion of this Agreement which may so terminate except as specifically provided in the last paragraph of this Paragraph. In

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the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by lessor. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment.

(c) Notwithstanding the foregoing, Lessee agrees

(i) that it will not cancel this Agreement under the provisions of subparagraph (b) above if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal year in which such termination occurs or the next succeeding fiscal year thereafter, and

(ii) that it will not during the term of this Agreement give priority in the application of funds to any other functionally similar equipment or services. Subparagraph (b) above shall not be construed so as to permit Lessee to terminate this Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same applications for which the Equipment is intended.

5. Purchase and Installation. Lessee will select the type, quantity and supplier of each item of Equipment and in reliance thereon Lessor will either order such Equipment from such supplier or accept an assignment of any existing purchase order (the "Purchase Order") therefor. The Equipment so ordered shall be delivered to Lessee by the supplier thereof. Lessee shall accept such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Lessor to add to this Agreement the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Agreement. Lessee shall have 30 days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Notice in the form attached hereto as Exhibit C. Notice of any defects must be given to Lessor within 30 days of delivery. In the event the Equipment is not accepted by the Lessee within 30 days from the date of delivery and such acceptance is unreasonably withheld by Lessee, Lessor, at Lessor's option, shall have the right to cancel this Agreement. Subject to the conditions set forth in this paragraph, upon delivery of the Equipment to Lessee, payment will be made by Lessor for the balance due and owing for the Equipment, and, notwithstanding any defect in or failure of the Equipment, Lessee will, upon payment of any amount by Lessor at the request of Lessee (whether down payment, deposit, or full purchase price), become fully and completely liable under this Agreement with respect to the equip-

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ment until such time as this Agreement expires by its terms. Lessor shall have no liability for any delay in delivery or failure by the supplier to fill the Purchase Order or meet the conditions thereof. Lessee, at its expense, will pay all taxes, duties and expenses of packing, transportation, installation, testing and other charges in connection with the delivery, installation, and use of the Equipment.

Lessor's obligation to purchase and lease-purchase Equipment under this Agreement is subject to the fulfillment, to Lessor's reasonable satisfaction, of the following conditions precedent:

(a) Lessor shall have received a full warranty bill of sale satisfactory to Lessor, executed by the supplier in favor of Lessor, covering such item of Equipment.

(b) Lessor shall have received an invoice describing such item of Equipment, all material components thereof and the purchase price payable to supplier in respect thereof.

(c) Lessor shall have received an opinion of counsel to Lessee in form and substance satisfactory to Lessor, to the effect that such counsel has examined this Agreement and such other documents and matters as he deemed necessary to reach the conclusions stated in such opinion, which conclusions shall include the following:

(i) the representations and warranties of Lessee contained in this Agreement are true and correct on the date thereof;

(ii) this Agreement has been duly authorized, executed and delivered by Lessee, and constitutes a valid and binding obligation of Lessee enforceable in accordance with its terms;

(iii) there are no pending threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations, or which could have any effect whatsoever upon the validity, performance, or enforceability of this Agreement;

(iv) the interest portion of the rental payments due hereunder is exempt from federal income taxation pursuant to Paragraph 103(a) of the Internal Revenue Code of 1986, as amended, and the Treasury regulations and rulings thereunder (the "Code");

(v) the Lessee is a fully constituted political subdivision or agency of the State where the Equipment is located as set forth herein and is authorized by the Constitution and laws of the State of Mississippi (the "State") and its own internal or administrative procedure to enter into the transactions contemplated by this Agreement and to carry out its obligations

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hereunder; and

(vi) such other matters as Lessor may reasonably request.

(d) On the date thereof, no default (as defined in Paragraph 23 hereof), and no event which with notice or lapse of time, or both, would become a default, shall have occurred and be continuing hereunder.

(e) All representations and warranties of Lessee made herein shall be true and correct in all material respects on the date thereof.

(f) A financing statement, in form and substance satisfactory to Lessor, in respect of such Equipment shall have been executed and filed in the appropriate offices.

(g) Lessor shall have received from Lessee written notice of acceptance of the Equipment.

(h) Lessor shall have received all other documents, instruments, certificates, opinions, and evidences as Lessor may reasonably request.

6. Representations and Warranties of Lessee. Lessee represents, warrants and covenants to Lessor that:

(a) Lessee has been duly authorized by all necessary action on the part of the Lessee, its governing body or other appropriate governing bodies and officials to execute, deliver, and perform the terms of this Agreement and further represents that all requirements and procedures have occurred that are necessary to ensure the enforceability of this Agreement, including Lessee's compliance with any applicable public bidding requirements.

(b) This Agreement constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms and does not contravene any lease, indenture, credit agreement or other agreement to which Lessee is a party or by which it is bound.

(c) There are no pending or threatened actions or proceedings before any court, administrative agency or other body which may materially affect Lessee's financial condition or operations or which could have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement.

(d) No consent, approval, or authorization of, registration with, or declaration to any agency or authority is required in connection with the execution and delivery of this Agreement.

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(e) Lessee is not in default (nor has any event occurred which, with notice or lapse of time, or both, would constitute a default) under any agreement or instrument to which Lessee is a party or under which Lessee or any of its assets is bound which could have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement.

(f) There are no outstanding or unpaid judgements against Lessee.

(g) Lessee has furnished to Lessor a copy of current financial statements and except for transactions directly related to, or specifically contemplated by, this Agreement and transactions heretofore disclosed in writing to Lessor, since the dates of such financial statements, there have been no changes in the financial condition and operations of Lessee from that shown in such financial statements through the date hereof which would have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement and there is no significant material fact or condition relating to the financial condition or business operations of Lessee which has not been related, in writing, to Lessor. Lessee shall furnish to Lessor within 90 days of the close of its fiscal year during the term of this Agreement audited financial statements and such other financial statements as the Lessor may request from time to time during the term of this Agreement. Any financial statements furnished or to be furnished to Lessor by Lessee (whether audited or unaudited) shall be prepared in accordance with generally accepted accounting principals consistently applied and fairly present the financial condition and results of operations of Lessee at the dates and for the periods indicated therein.

(h) Lessee is not leasing the Equipment for the purpose of putting, and does not intend to put, the Equipment to any consumer use within the meaning of any applicable truth-in-lending or similar laws.

(i) Lessee acknowledges and agrees that the rental payments have been calculated by Lessor assuming that the interest portion of each rental payment is exempt from federal income taxation. Lessee will do or refrain from doing all things necessary or appropriate to insure that the interest portion of the rental payment is exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Paragraph 149(e) of the Code and timely paying, to the extent of available funds, amounts, if any, required to be rebated to the United States pursuant to Paragraph 148(f) of the Code.

Lessee acknowledges that the representations, covenants and warranties set forth in Paragraph 6(i) and 7 shall survive the expiration of this Agreement and that Lessor may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

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7. Tax Exemption. Lessee acknowledges that Lessor has agreed to enter into this Agreement on the condition that a certain exception from non-deductibility of interest expense under Section 265(b) of the Code is available. Said exception is subject to certain conditions relating to Lessee's use of the Equipment and to Lessee's issuance of tax-exempt obligations. In that regard, Lessee represents, covenants and warrants that:

(a) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

(b) No portion of the rental payments payable hereunder:
(i) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or
(ii) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

(c) No portion of the gross proceeds of the Agreement will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(d) The Agreement is hereby designated as a qualified tax-exempt obligation for the purposes of Section 265(b) of the Code.

(e) Lessee reasonably anticipates that the amount of qualified tax-exempt obligations to be issued by Lessee (together with qualified tax-exempt obligations issued by any entity from which Lessee derives its issuing authority or any entity which has substantial control over Lessee or any subordinate entity deriving its issuing authority from Lessee or any subordinate entity subject to substantial control by Lessee) during the current calendar year shall not exceed \$10,000,000.

8. Title; Personal Property; Encumbrances. Title to each item of Equipment shall at all times remain in Lessor, and Lessee shall have no right, title or interest therein except as expressly set forth in this Agreement.

The Equipment is and shall remain personal property and shall not be deemed to be affixed to or a part of the real estate on which it is situated, notwithstanding that the Equipment or any part thereof may be or hereafter becomes in any manner physically affixed or attached to real property or any building thereon. Lessor may at any time and from time to time require Lessee to obtain, and Lessee shall obtain and deliver to Lessor, a waiver of

any interest in the Equipment by any present or future landlord, owner, or mortgagee of such real estate. No right, title, or interest in the Equipment shall pass to Lessee except the right to maintain possession and use of the Equipment during the term of this Agreement so long as there is not a default (as herein defined) existing under the terms of this Agreement. Lessor shall be permitted to display notice of its ownership of the Equipment by affixing to each item an identifying stencil or plate or any other indicia of ownership and Lessee will not alter, deface, cover or remove such ownership identification.

Lessee agrees to keep each item of Equipment at all times free and clear from all claims, levies, liens, and process. Lessee will not attempt to sell, assign, transfer, sublease, loan, part with possession of, conceal, mortgage, encumber, or otherwise dispose of the Equipment or the interest therein, or permit any lien, attachment, levy or execution of any of its creditors to become effective thereon (if any such lien, charge, claim or encumbrance should arise at any time, Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge same); provided, however, Lessee may deliver possession of any item of Equipment to the manufacturer or supplier thereof for testing or other similar purposes or to any person or company for service, repair, maintenance, or overhaul work on such item of Equipment or for alterations or modifications or additions to such item of Equipment to the extent required or permitted by any provision of this Agreement. Lessee, at its expense, will protect and defend Lessor's title to the Equipment.

9. Location. The Equipment shall be delivered to the location specified in the applicable Equipment Schedule and shall not be removed from such location without the prior written consent of Lessor. --

10. Use; Repairs. Lessee shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

11. Taxes. Lessee agrees to pay, promptly when due, all assessments, license and registration fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or lessee, on or relating to the Equipment, or the purchase, ownership, possession, leasing, operation, use or disposition thereof, and on or relating to this Agreement for the rent or other payments hereunder (excluding taxes on or measured by the net income of Lessor and excluding any sales or use tax payable to

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the supplier or manufacturer or the State of Mississippi by the Lessor on the acquisition of the Equipment and for which a credit is allowable under Section 27-65-23 of the Mississippi Code of 1972, as amended, against sales taxes collected by the Lessor from the Lessee on the periodic rental payments) and to prepare and file promptly with the appropriate office any and all returns required to be filed with respect thereto (sending copies thereof to Lessor) or, if requested by Lessor, to notify Lessor of such requirement and furnish Lessor with all information required by Lessor so that it may effect such filing. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any taxes, assessments, fees, or other governmental charges for which Lessee is responsible or liable pursuant to the foregoing, Lessee shall reimburse Lessor therefor within 5 days after demand by Lessor. All amounts under this paragraph (other than interest) payable to Lessor shall be computed on an "after tax" basis so that such payments shall be in an amount which, when reduced by the increase in the income tax liability or liabilities of Lessor, if any, as a result of such payment by Lessee, shall equal the after-tax cost of the tax, assessment, fee or other governmental charge paid by the Lessor. --

12. Exemption from Federal Taxation. The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, (including, but not limited to, the taxability of the interest portion of the rental payments caused by the non-applicability of Code Section 103(a) or the denial under Code Section 265(b), of a deduction for a portion of interest expense of Lessor, the affiliated group (as defined in Code Section 1504(a)) of which Lessor is a member, or any separate member of the affiliated group of which Lessor is a member) then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge, retroactively from the effective date of imposition of the change of tax treatment through the term of this Agreement during which the change of tax treatment is imposed, with credit being given for rental payments having already been made by Lessee during the period for which the change is imposed, and subsequently thereto, as rental payments would otherwise become due, until the end of the lease term. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax treatment.

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Lessee agrees to pay its pro-rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro-rata share shall be determined by the percentage that the Lessor's original cost of the Equipment bears to the total original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals as specified in the Equipment Schedules.

13. Use of Equipment; Inspections. Lessee may possess and use the Equipment in accordance with this Agreement, provided that any such use is in conformity with all applicable laws, regulations, ordinances, any insurance policies and any warranties of the manufacturer or supplier with respect to the Equipment. Lessee will not use or operate any item of Equipment other than in a manner and for the use contemplated by the manufacturer or supplier thereof, or permit any person other than the Lessee's authorized agents or employees to operate the Equipment.

Lessor or Lessor's agent shall have the right upon reasonable prior notice to the Lessee and during the Lessee's regular business hours to inspect the Equipment at the premises of the Lessee or wherever the Equipment may be located. Lessee shall promptly notify Lessor of all details arising out of any change in location of the Equipment, any alleged encumbrances thereon, any accident allegedly resulting from the use or operation thereof, or any materially defective, improper or malfunctioning item of Equipment and any claim or demand involving or relating thereto.

14. Acceptance. Lessee acknowledges and agrees that:

- (a) each item of the Equipment is of a size, design, capacity, and manufacture selected by Lessee;
- (b) Lessee is satisfied that the Equipment, and each component thereof, is suitable for its purpose;
- (c) Lessor is not the manufacturer of the Equipment nor a dealer in property of such kind;
- (d) Lessor shall have no obligation to accept any item of the Equipment from any seller thereof until that item of Equipment is accepted by Lessee; and

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(e) the foregoing notwithstanding, Lessee shall indemnify Lessor and hold Lessor harmless from and against any and all losses and liabilities which may arise from Lessee's failure for any reason to accept any item of the Equipment.

15. Maintenance. Lessee will pay for and provide all utilities consumed by or required for the Equipment or use thereof, including, but not limited to, water, gas, electrical power, oil, gasoline, and lubricants. Lessee, at its sole expense, at all times during the term of this Agreement, shall maintain the Equipment and all additions, attachments and accessions thereto in good operating order, repair, condition, and appearance, and keep the same protected from the elements, ordinary wear and tear resulting from authorized use thereof alone excepted and shall make all necessary repairs and replacements to the Equipment. If the manufacturer of the Equipment has provided Lessee with a standard maintenance schedule, such schedule will constitute minimum maintenance compliance and Lessee upon request, will furnish Lessor with satisfactory evidence of such compliance. In furtherance of the maintenance of the Equipment, Lessee agrees, if requested by Lessor, to enter into and maintain in force a Maintenance Agreement with the manufacturer, or a person (who may be a supplier) approved by the manufacturer providing for the maintenance of the Equipment (or specified items of Equipment). In the event Lessee is requested to enter into such a Maintenance Agreement, Lessee agrees to do all things within its power to cause such Maintenance Agreement to be complied with in all respects by Lessee, and the other party thereto; and Lessor hereby authorizes such other party thereto to accept the direction of Lessee in respect to such Maintenance Agreement. All maintenance and service charges, whether pursuant to such Maintenance Agreement or otherwise, shall be borne by Lessee.

16. Alterations and Repairs. Lessee shall not, without the prior written consent of Lessor (which may be withheld with or without cause), make any repair or alteration to or install any accessory, equipment, or device on the Equipment or any component thereof which interferes with the normal and satisfactory operation or maintenance thereof, or creates a safety hazard, or which might result in the creation of mechanic's or materialman's lien with respect thereto. All parts and attachments (whether new or replaced) at any time installed in or affixed to the Equipment shall constitute accessions thereto and shall be the property of Lessor (except items which are furnished or affixed by Lessee and may be removed without in any way affecting or impairing the original intended function or use of the Equipment or any component thereof and are readily removable by Lessee without causing material damage to the equipment).

17. Disclaimer of Warranties; Exclusion of Liability. LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE: THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE PERFORMANCE OF THE EQUIPMENT; THE WORKMANSHIP OR MATERIAL IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO: PATENT INFRINGEMENT; OR LATENT DEFECTS. AS TO LESSEE, LESSOR LEASES THE EQUIPMENT "AS IS." Lessor shall have no obligation to accept any item of Equipment from any supplier thereof until that item of Equipment is accepted by Lessee. Lessor hereby assigns to Lessee, for and during the term of this Lease, applicable factory warranties, if any, express or implied, issued with respect to the Equipment and each component thereof, and Lessee will be subrogated to Lessor's claims, if any, against the manufacturer or supplier of the Equipment for breach of any warranty or representation with respect thereto. Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor authorizes Lessee to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Lessor, at its option, may provide in its Purchase Order that supplier agrees that any of such claims may be made by Lessee directly against suppliers. The obligation of Lessee to pay the rental payments shall not be abated, impaired or reduced by reason of any claims of the Lessee with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise. Notwithstanding the foregoing, Lessee's obligations to pay the rentals or otherwise under this Lease shall be and are absolute and unconditional. All proceeds of any such warranty recovery from the manufacturer or supplier of the Equipment shall be first used to repair the affected Equipment. In no event shall Lessor be liable to Lessee for loss of anticipatory profits or any other direct, indirect, special or consequential damages.

18. Risk of Loss. All risk of loss, theft, damage or destruction to each item of Equipment shall be borne by Lessee. No such loss, theft, damage or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Agreement, all of which shall continue in full force and effect, and lessee, at Lessor's option shall either:

(a) place the affected Equipment in good repair, condition and working order;

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(b) replace the same with like Equipment in good repair, condition and working order (with documentation establishing clear title therein in Lessor); or

(c) pay to Lessor an amount equal to the purchase option price as prescribed in Paragraph 21 hereof, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss, theft, damage or destruction.

19. Insurance. Lessee shall keep the Equipment insured against loss, theft, damage or destruction from every cause whatsoever for not less than full replacement value thereof, and shall carry public liability and property damage insurance covering the Equipment and its use with companies approved by the Lessor. All such insurance shall be in the joint names of Lessor and Lessee, with Lessor and Lessee named as loss payees, as their interests may appear, shall provide that Lessor shall receive not less than 30 days' notice of any termination, cancellation or alteration of the terms thereof and that the coverage afforded Lessor shall not be rescinded, impaired or invalidated by any act or neglect of Lessee, and otherwise shall be in form and amount and with companies approved by Lessor. Lessee shall pay the premiums therefor and deliver said policies, or duplicates thereof or certificates of coverage thereunder, to Lessor. The proceeds of hazard insurance shall, at the option of Lessor, be applied toward the repair or replacement of the Equipment or the payment of the obligations of Lessee hereunder, as set forth in Paragraph 18. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute or endorse all documents, checks or drafts for loss or damage under any such policy.

20. Indemnification. Lessee assumes liability for, and hereby agrees to indemnify, protect, keep harmless and defend Lessor, its agents, employees, officers, directors, successors and assigns from and against, any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable court costs and attorneys' fees, of whatsoever kind or nature, arising out of, connected with, or resulting from this Agreement, the Equipment or its manufacture, selection, transportation, delivery, possession, use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, leasing or return, regardless of where, how and by whom operated, or any failure on the part of lessee to perform or comply with any conditions of this Agreement. Lessee's obligations contained in this paragraph shall survive the termination or cancellation of this Agreement or the expiration of the term of any schedule.

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In addition to other payments to be made pursuant to this Agreement, Lessee shall indemnify and hold Lessor harmless from and against, and shall pay Lessor, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any, together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee or the Equipment by an governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

21. Conditional Sale; Option to Purchase. The Lessor and Lessee agree that this Agreement is a conditional sales contract and shall be so treated for all relevant purposes. At the end of the lease term, provided all rental payments have been made, title to the Equipment shall be transferred to the Lessee. Provided all rental payments are paid to date, Lessee may purchase the Equipment at the end of any month during the lease term by payment of:

(a) the outstanding principal balance due under the Amortization Schedule attached to the Equipment Schedules/(or any substitute amortization schedule in effect in accordance with Paragraph 12) /plus accrued interest to date;

(b) the cost of any required inspections, examinations, or certifications of the Equipment; and

(c) the cost of any repairs, modifications, or adjustments required as a result of the inspections, examinations, or certifications referred to in (b) above. Such option shall be exercisable by written notice to Lessor not less than 30 days prior to the purchase date. The closing shall be held on the specified purchase date, or on the next following business day if such day is a Saturday, Sunday or legal holiday, at the Principal Offices of Lessor, at which time Lessor shall deliver to Lessee a bill of sale transferring the Equipment to Lessee free from any lien or encumbrance created by or arising through Lessor, but without warranties, and shall deliver all warranties and guarantees of the manufacturers and suppliers of the Equipment. Upon payment in full of all amounts due with respect to all Equipment identified in a particular Equipment Lease Schedule and conveyance of such Equipment by bill of sale from the Lessor to the Lessee, this Agreement shall terminate with respect to such Equipment for which payment has been made in full (but shall remain in force with respect to any other Equipment identified in another Equipment Lease Schedule for which payment in full has not been made.)

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22. Security Interest. To secure all of its obligations hereunder Lessee grants to Lessor a first and prior security interest in any and all right and interest of Lessee in the Equipment, the Agreement and payments due under this Agreement, agrees that this Agreement may be filed as a financing statement evidencing such security interest, and agrees to execute and deliver all financing statements and other instruments necessary or appropriate to evidence such security interest. Lessee further agrees that the Uniform Commercial Code of the State of Mississippi shall apply as between the parties hereto and assignees of Lessor.

23. Default. The Lessee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) nonpayment when due or within 6 days thereafter of any installment of rent or other sum owing hereunder;

(b) breach of any other covenant or agreement in this Agreement and the continuance of such breach for a period of 10 consecutive days following Lessee's receipt of written notice thereof from Lessor;

(c) if any representation or warranty made by Lessee or by any agent or representative of Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) if Lessee shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of, or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver or if a trustee or receiver shall be appointed for Lessee or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar proceedings shall be instituted by or against Lessee;

(e) if any order, judgment or decree shall be entered against Lessee by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Lessee or its property whereby any of the Equipment or any substantial part of Lessee's property may be taken or restrained;

(f) if Lessee shall default in the performance of any obligation or in the payment of any sum due to the Lessor under any other lease, contract, agreement, arrangement or understanding;

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(g) if any indebtedness of Lessee for borrowed money shall become due and payable by acceleration of the maturity date thereof; or

(h) if Lessor, in the exercise of reasonable judgment, shall determine that Lessee is generally not paying its debts as such debts become due. In addition, Lessee shall give Lessor 5 days' written notice prior to the filing of any voluntary petition of bankruptcy, written notice upon commencement of an involuntary bankruptcy proceeding, or written notice prior to taking any action with respect to the Equipment in bankruptcy proceedings, and shall include in said written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this Agreement as to all items of Equipment. Said default and termination, however, shall not constitute an election of remedies and Lessor shall retain its rights to such other remedies as may be set forth in this Agreement.

24. Remedies. Upon the occurrence of any event of default and at any time thereafter, Lessor, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect:

(a) declare the unpaid principal balance plus accrued interest to date under this Agreement to be immediately due and payable without notice or demand;

(b) terminate this Agreement as to any or all items of Equipment;

(c) without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the leased Equipment may be, or is believed to be by Lessor, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property, Lessee hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(d) cause Lessee, at its expense, promptly to return the Equipment to Lessor, at such place as lessor may designate, in the condition set forth above;

(e) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or at any other location without affecting the obligations of Lessee as

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provided in this Agreement;

(f) sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(g) proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof; or

(h) exercise any and all rights accruing to Lessor under any applicable law upon a default by Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) all unpaid rent or other sums which are due and payable up to the date the Equipment is returned to or repossessed by Lessor,

(ii) any expense paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorneys' fees and legal expenses, and

(iii) the purchase option price as prescribed in Paragraph 21 hereof, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise. Additionally, the measure of liquidated damages as set forth hereinabove shall be applicable to fix the damages accruing for the unexpired portion of the lease term if this Agreement is not assumed by the Lessee in a bankruptcy proceeding. Should Lessor, however, estimate its actual damages to exceed the foregoing, Lessor may, at its option, recover its actual damages in lieu of or in addition thereto.

None of the remedies of Lessor under this Agreement are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity. Lessee agrees to pay Lessor all attorneys' fees and all costs and expenses incurred by Lessor in connection with the enforcement of the terms of the Agreement or any right or remedy hereunder. Any repossession or subsequent sale or lease by the Lessor of any item of Equipment shall not bar an action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against the Lessee shall not bar the Lessor's right to repossess any or all

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items of Equipment. Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Lessor in the event of a default hereunder by lessee.

25. Reports. Lessee shall:

(a) immediately notify Lessor of any materially defective, improper, or malfunctioning item of Equipment, the nature of the defect or malfunction, the name and address of the manufacturer of the item of Equipment, and such other information as may be known;

(b) promptly advise Lessor of all correspondence, papers, notices, and documents whatsoever received by Lessee in connection with any claim or demand involving or relating to materially improper manufacturing, operation, use, or functioning of any item of Equipment or charging Lessor or Lessee with liability, and aid in the investigation and defense of all such claims and in the recovery of damages from third persons liable therefore;

(c) notify Lessor in writing within 10 days after any day on which any tax lien shall attach to any item of Equipment; and

(d) reimburse Lessor, upon demand, for all attorneys' fees, court costs, and other fees, costs, and expenses incurred by Lessor in connection with the foregoing.

26. Further Assurances. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to more effectively carry out the intent and purposes hereof.

27. Lessee's Obligations Unconditional. Lessee hereby agrees that Lessee's obligation to pay all rent and other amounts owing hereunder shall be absolute and unconditional under all circumstances. This Agreement may not be cancelled or terminated except as expressly provided herein.

28. Relationship of Parties. The relationship of Lessor and Lessee is that of Lessor and Lessee only, and nothing contained herein shall be deemed or construed by Lessor and Lessee, or by any third party, or by any court, as creating the relationships of employer and employee, principal and agent, partnership, or joint venture.

29. Notices. All notices, demands and requests which may or are required to be given to another party hereunder shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, or when sent postage prepaid by First Class mail, registered or certified, return receipt requested, by deposit thereof in a duly constituted United States Post Office or

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branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows:

If to the the Lessor:

First Continental Leasing,
a division of Bank of Mississippi
P. O. Box 15097
302 2nd Avenue
Hattiesburg, MS 39402-5097
Attention: Ms Elaine Temple, President

If to the Lessee:

City of Oxford, Mississippi
City Hall 107 South Lamar
Oxford, MS 38655

a duplicate copy of each notice, certificate or other communication given under this Agreement to any party thereunder shall also be given to any other parties indicated in this Paragraph. The Lessor and Lessee, by notice given hereunder, designate any further or different addresses and to which subsequent notices, certificates or other communications shall be sent.

30. Consents. The consent or approval by any party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. No custom or practice of the parties shall constitute a waiver of any party's rights to insist upon strict compliance with the terms hereof.

31. Entirety of Agreement. This Agreement contains the entire agreement between Lessor and Lessee, and supersedes all prior agreements and understandings relating to the subject matter hereof. No other agreement shall be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought. No representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be of any force or effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original

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for all purposes, and all of which shall constitute, collectively, one agreement, but, in making proof hereof, it shall never be necessary to exhibit more than one such counterpart.

33. Amendments and Addendums. This Agreement may be amended or any of its terms modified only by written consent of Lessee and Lessor or its assignee.

In the event Lessee desires to buy other equipment, the parties may execute an addendum to this Agreement with respect to such other equipment by (i) executing a Purchase Order for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by this Agreement. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

(a) This Agreement, which provides basic terms and conditions;

(b) An executed Purchase Order and acceptance certificate; and

(c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g. opinions of counsel and insurance certificates.

34. Severability Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

35. Persons Bound by Agreement. The conditions, terms, provisions, and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon Lessee, and its successors, assigns, agents, and servants. The Lessee has no interest in the Equipment other than the possession and use thereof during the lease term and cannot pledge, mortgage, or grant a security interest in the Equipment or any item of Equipment. The conditions, terms, provisions, and covenants con-

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tained in this Agreement shall apply to, inure to the benefit of, and be binding upon Lessor, and its successors, assigns, agents, and servants.

36. Assignment. (a) Without Lessor's prior consent, Lessee shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the consent of Lessee, assign its rights, title and interest in and to this Agreement, and all attachments hereto including the Purchase Order(s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this Agreement or the Equipment, in whole or in part and its assignee may reassign this Agreement. Lessee agrees that this Agreement may become a part of a pool of contract obligations at Lessor's option, and Lessor or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of Lessor under this Agreement. Lessee shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Agreement and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Agreement, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

37. Waivers; Cumulative Rights. No waiver by Lessor of any default shall be deemed to be a waiver of any other then existing or subsequent default, nor shall any such waiver by Lessor be deemed to be a continuing waiver. No delay or mission by Lessor in exercising any right, power, privilege, or remedy hereunder, or at law or in equity, or otherwise shall impair any such right, or be construed as a waiver thereof or any acquiescence therein, nor shall any single or partial exercise of any right preclude other or further exercise thereof, or the exercise of any other right. All rights shall be cumulative of and in addition to all other rights, and may be exercised from time to time, and as often as

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may be deemed expedient by Lessor

38. Governing Law. The substantive laws of the State of Mississippi shall govern the validity, construction, enforcement, and interpretation of this Agreement, the rights and remedies of the parties hereunder, and the ownership rights in and to the Equipment.

39. Right to Perform Covenants. If Lessee shall fail to make any payment or perform any act required to be made or performed by Lessee hereunder, Lessee, without waiving or releasing any obligation or default on the part of Lessee, may (but will be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee, and may take all such action as may be necessary therefore. All sums so paid by Lessor and all expenses (including, without limitation, reasonable attorneys' fees) so incurred, together with interest thereon from the date of payment or incurring at the highest rate permitted by applicable law, will be paid by Lessee to Lessor on demand.

40. Survival. Lessee's obligations contained in this Agreement shall survive the termination or cancellation of this Agreement or the expiration of any schedule.

41. Special Stipulations. Any amendment to standard language will be set forth in Exhibit A attached hereto ("Special Stipulations").

42. Maximum Interest Rate. Nothing contained in this Agreement shall require the Lessee to pay interest at a rate exceeding the Maximum Permissible Rate. If the amount of interest payable to the Lessor for any period would otherwise exceed the Maximum Permissible Amount for such period, such amount shall be automatically reduced to the Maximum Permissible Amount for such period, and the amount of interest payable to the Lessor for any such subsequent period, shall, to the extent, be increased by the amount of such reduction. The Lessee shall give the Lessor notice of any law or change in law that may result in such reduction or increase promptly after becoming aware of such law or change. "Maximum Permissible Amount" means, with respect to interest on any amount for any period, the maximum amount of interest that can be payable with respect to such amount for such period without causing the rate of interest on such amount for such period to exceed the Maximum Permissible Rate. "Maximum Permissible Rate" means the rate of interest on an amount that if exceeded could, under law, result in civil or criminal penalty being imposed on the Lessor or result in the lessor's being unable to enforce payment or repayment of all or part of the rental payments due under this Agreement, including portions allocable to interest due or to become due on such amount.

MINUTE BOOK No. 39, CITY OF OXFORD

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43. Effective Date. This Agreement shall become effective upon execution by all of the parties hereto.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

LESSOR:

First Continental Leasing, a
division of Bank of Mississippi

LESSEE:

City of Oxford, Mississippi

By: _____

Title: _____

By:

Title:

John D. Lullie
Mayor

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

SPECIAL STIPULATIONS

LESSOR: First Continental Leasing,
a division of Bank of Mississippi
P. O. Box 15097
302 2nd Avenue
Hattiesburg, MS 39402-5097

By: _____

Title: _____

Date: _____

LESSEE: City of Oxford, Mississippi
City Hall 107 South Lamar
Oxford, Ms 38655

By: John D. Ledell
Title: Mayor
Date: June 19, 1990

-----NONE-----

EXHIBIT A

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

EQUIPMENT LEASE SCHEDULE

Lease Schedule Number 01

This Lease Schedule No. 01 to the Equipment Lease-Purchase Agreement dated as of _____ (the "Agreement") between First Continental Leasing, a division of Bank of Mississippi, a Mississippi Corporation (the "Lessor") and City of Oxford, Mississippi (the "Lessee"), acting by and through the Mayor and Board of Aldermen, the governing body of the Lessee.

1. Description of the Equipment. The quantity, item, manufacturer, and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B-1" attached hereto and made a part hereof.

2. Location of the Equipment. The Equipment is to be located and delivered to Lessee's premises at City of Oxford, Mississippi.

3. Original Rental Term. The term of the Agreement shall be 3 years.

4. Rental Payments. The Lessee agrees to pay to the Lessor the rental due on the first rental payment date in advance on the effective date of this Agreement. The Lessee agrees to pay the Lessor the original cost of Eighty-five Thousand Eight Hundred Seventy-seven and 65/100 Dollars (\$85,877.65) for the Equipment which the Lessee has received and accepted as of the date hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Loan Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of 7.75% per annum as provided thereby.

5. This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement.

DATED, this the 19th day of June, 19 90.

LESSOR:

LESSEE:

First Continental Leasing, a
division of Bank of Mississippi

City of Oxford, Mississippi

By: _____

By: John D. Lullie

Title: _____

Title: Mayor

EXHIBIT B

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

EQUIPMENT DESCRIPTION

1 1990 Mack Truck with front loading Pak-More Body

EXHIBIT B-1

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

INFO-ANALYSIS
Payment Amortization Schedule

5/16/90

Prepared by: First Continental Leasing
Serial #: IA2.3B324C

Lendor: FCL
Customer: City of Oxford, Mississippi

Per Mo/Yr	Payments			Balances		
	Payment	Principal	Interest	Net Balance	Princ Balance	Accrued Int
0 6/90	2,664.00	2,664.00	0.00	83,213.65	83,213.65	0.00
1 7/90	2,664.00	2,126.57	537.42	81,087.08	81,087.08	0.00
2 8/90	2,664.00	2,140.31	523.69	78,946.77	78,946.77	0.00
3 9/90	2,664.00	2,154.13	509.86	76,792.64	76,792.64	0.00
4 10/90	2,664.00	2,168.04	495.95	74,624.60	74,624.60	0.00
5 11/90	2,664.00	2,182.04	481.95	72,442.56	72,442.56	0.00
6 12/90	2,664.00	2,196.14	467.86	70,246.42	70,246.42	0.00
1990 12/90	18,647.97	15,631.23	3,016.73			
7 1/91	2,664.00	2,210.32	453.67	68,036.10	68,036.10	0.00
8 2/91	2,664.00	2,224.60	439.40	65,811.50	65,811.50	0.00
9 3/91	2,664.00	2,238.96	425.03	63,572.54	63,572.54	0.00
10 4/91	2,664.00	2,253.42	410.57	61,319.12	61,319.12	0.00
11 5/91	2,664.00	2,267.98	396.02	59,051.14	59,051.14	0.00
12 6/91	2,664.00	2,282.62	381.37	56,768.52	56,768.52	0.00
13 7/91	2,664.00	2,297.37	366.63	54,471.15	54,471.15	0.00
14 8/91	2,664.00	2,312.20	351.79	52,158.95	52,158.95	0.00
15 9/91	2,664.00	2,327.14	336.86	49,831.82	49,831.82	0.00
16 10/91	2,664.00	2,342.16	321.83	47,489.65	47,489.65	0.00
17 11/91	2,664.00	2,357.29	306.70	45,132.36	45,132.36	0.00
18 12/91	2,664.00	2,372.52	291.48	42,759.84	42,759.84	0.00
1991 12/91	31,967.94	27,486.57	4,481.37			
19 1/92	2,664.00	2,387.84	276.16	40,372.01	40,372.01	0.00
20 2/92	2,664.00	2,403.26	260.74	37,968.75	37,968.75	0.00
21 3/92	2,664.00	2,418.78	245.21	35,549.97	35,549.97	0.00
22 4/92	2,664.00	2,434.40	229.59	33,115.56	33,115.56	0.00
23 5/92	2,664.00	2,450.12	213.87	30,665.44	30,665.44	0.00
24 6/92	2,664.00	2,465.95	198.05	28,199.49	28,199.49	0.00
25 7/92	2,664.00	2,481.87	182.12	25,717.62	25,717.62	0.00
26 8/92	2,664.00	2,497.90	166.09	23,219.72	23,219.72	0.00
27 9/92	2,664.00	2,514.03	149.96	20,705.68	20,705.68	0.00
28 10/92	2,664.00	2,530.27	133.72	18,175.41	18,175.41	0.00
29 11/92	2,664.00	2,546.61	117.38	15,628.80	15,628.80	0.00
30 12/92	2,664.00	2,563.06	100.94	13,065.74	13,065.74	0.00
1992 12/92	31,967.94	29,694.10	2,273.84			

EXHIBIT B-2

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

INFO - ANALYSIS
Payment Amortization Schedule

5/16/90

Prepared by: First Continental Leasing
Serial #: IA2.38324C

Lendor: FCL
Customer: City of Oxford, Mississippi

Per Mo/Yr	Payments			Balances		
	Payment	Principal	Interest	Net Balance	Princ Balance	Accrued Int
31 1/93	2,664.00	2,579.61	84.38	10,486.13	10,486.13	0.00
32 2/93	2,664.00	2,596.27	67.72	7,889.86	7,889.86	0.00
33 3/93	2,664.00	2,613.04	50.96	5,276.82	5,276.82	0.00
34 4/93	2,664.00	2,629.92	34.08	2,646.90	2,646.90	0.00
35 5/93	2,664.00	2,646.90	17.09	0.00	0.00	0.00
36 6/93	0.00	-0.00	0.00	0.00	0.00	0.00
1993 6/93	13,319.98	13,065.74	254.24			
Totals	95,903.83	85,877.65	10,026.18			

Note: Interest is calculated at the Interest Rate of 0.645833%.

EXHIBIT B-2 (continued)

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

EQUIPMENT ACCEPTANCE NOTICE

TO: First Continental Leasing, a division of Bank of Mississippi
RE: Equipment Lease-Purchase Agreement dated as of _____.

City of Oxford, Mississippi (the "Lessee"), acting by and through the Mayor and Board of Aldermen, the Governing Body of the Lessee hereby acknowledge receipt in good condition and working order of the equipment (the "Equipment") as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof. The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of _____, between "Lessor" and Lessee. Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's invoices for the Equipment and requests that Lessor make payment of such invoices.

Lessee further acknowledges that it selected the Equipment so received. LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR OR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE:

By: John D. Lurie
Title: Mayor

DATE EQUIPMENT ACCEPTED BY LESSEE:

June 19, 1990

EXHIBIT C

DEMENT-MERIDIAN 55-8185

EQUIPMENT DESCRIPTION

1 1990 Mack Truck with front loading Pak-More Body

EXHIBIT C-1

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

FEDERAL TAX CERTIFICATE

Pursuant to the Internal Revenue Code of 1986 (the "Code"), and regulations thereunder, I, the undersigned _____ of City of Oxford, Mississippi (the "Lessee"), execute and deliver this certificate for the benefit of all persons interested in the exemption from federal income taxation of the interest to be paid on the Equipment Lease-Purchase Agreement (the "Agreement") between the Lessee and First Continental Leasing, a division of Bank of Mississippi, as lessor (the "Lessor") dated June 19, 19 90, and the tax treatment thereof under the code.

This certificate may be relied upon as the certificate of the Lessee and is executed for the purpose of establishing the facts and reasonable expectations of the Lessee regarding the Agreement. It is based upon facts, circumstances, estimates and expectations of the Lessee in existence on June 19, 19 90, the date on which the Equipment Schedule is attached to the Agreement and funds are disbursed by the Lessor in payment for the Equipment described therein (the "Closing Date"), and to the best of my knowledge and belief, the expectations of the Lessee set forth herein are reasonable.

I certify as follows:

1. I am the duly chosen, qualified and acting Mayor of City of Oxford, Mississippi and as such I am charged with the responsibility for issuing the Agreement, I am familiar with the facts herein certified, and I am duly authorized to execute and deliver this certificate on behalf of the Lessee.

2. The Lessee has not been notified by the Internal Revenue Service of any listing or proposed listing of its disqualification as a Lessee whose certification of its reasonable expectations as to future events on the date of issue of the Agreement may not be relied upon by holders of obligations of the Lessee because it made a previous certification which contained a material misrepresentation.

3. The Agreement is being issued to raise money for the purpose of acquiring certain items of equipment (the "Equipment") as described in the Agreement for use by the Lessee, a governmental use within the meaning of the Code, and are therefore not private activity bonds as such term is defined in the Code. The use of the Equipment by any person other than a governmental unit (including any activity carried on by a person other than a natural person) shall not exceed ten percent (10%) of the total use thereof.

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4. The total cost of the Equipment (including the expenses of issuing the Agreement, estimated at \$ -0-) is currently estimated to be \$ 85,877.65, of which \$ 85,877.65 will be provided pursuant to the Agreement and the balance will be provided by the Lessor or the Lessee from its own funds. The amount which the Lessee expects to receive pursuant to the Agreement does not exceed the amount required for the aforementioned purpose.

5. The Lessor will acquire the Equipment from the vendor and will thereupon lease the Equipment to the Lessee pursuant to the Agreement. The acquisition of the Equipment will not require any construction.

6. The Lessee reasonably expects that on the Closing Date all funds needed to acquire the Equipment will be disbursed by the Lessor pursuant to the Agreement and the Agreement will thereupon constitute the obligation of the Lessee to repay said funds.

7. The Lessee does not expect the Equipment to be sold or otherwise disposed of in whole or in part or for any transaction or series of transactions to occur prior to the termination of the Agreement which would enable the Lessee to allow the Agreement to remain in force longer than would otherwise be necessary.

8. The Lessee reasonably expects that there will be no investment of money received pursuant to the Agreement and consequently no investment or reinvestment income therefrom.

9. The Lessee reasonably expects that no separate fund of the Lessee will be used to pay the principal of and interest portion of the rental on the Agreement. If a fund is created, such fund will be an equipment lease fund which will be the only fund of the Lessee that will be used to pay the principal and interest portion of the rental in the Agreement. Any equipment lease fund will be depleted at least once annually, except for a reasonable carry-over amount not to exceed the greater of one year's earnings on the fund or one-twelfth of the annual debt service.

10. Any money deposited in any equipment lease fund will be spent within a thirteen-month period beginning on the date of deposit, and any amount received from investment of money held in the equipment lease fund will be spent within a one-year period beginning on the date of receipt.

11. The Lessee is a governmental unit or owned by a governmental unit with general taxing powers; no obligation of the Lessee pursuant to the Agreement (the "Obligation") is a private activity bond (as defined in the Code); ninety-five percent (95%) or more of the net proceeds of the Obligations are to be used for

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local governmental activities of the Lessee, and the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the Lessee, and all subordinate entities of the Lessee, during the current calendar year is not reasonably expected to exceed \$10,000,000.

12. (a) The Lessee covenants and certifies to and for the benefit of the owners of the Obligations that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Obligations, including amounts treated as proceeds, if any, which will cause the Obligations to be classified as arbitrage bonds within the meaning of Section 148 of the Code, as amended, supplemented or superseded, and any regulations as such may be applicable to the Obligations, at the time of such action, investment or use.

(b) (i) The Lessee hereby determines and represents that no rebate relating to the Obligations will be required to be made under the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Obligations, then the Lessee shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) of the Code ("Subsection 148(f)") (in order that none of the Obligations shall be treated as an arbitrage bond pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations of the Code ("Subsection 148(f) Regulations"), the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(ii) In the event it is determined that the Obligations do not meet the requirements of paragraph (4) of Subsection 148(f), then, in order to assure that there will be funds available to make any payments required pursuant to Subsection 148(f), the lessee shall establish a separate and special account of the Lessee to be designated the Series 19 Rebate Account, into which the Lessee shall deposit: on or before the 30th day following each bond year (as hereinafter defined), (A) an amount equal to the excess of all earnings on all nonpurpose investments (within the meaning of Subsection 148(f) over the amount which would have been earned if such nonpurpose investments had been invested at a rate equal to the yield (computed in accordance with Subsection 148(f) on the Obligations which amounts shall be credited to a fund designated the Excess Income Fund; and (B) all amounts earned on amounts in the Rebate Account, which amounts shall be credited to a fund designated the Rebate Account Earning Fund. Amounts in the Rebate Account shall be used solely and only

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to make payments of rebates to the United States as required pursuant to Subsection 148(f), provided that, if at any time the amount in the Rebate Account exceeds the amount which, together with all amounts previously paid to the United States with respect to the Obligations pursuant to Subsection 148(f), will equal the amount which would be required to be rebated to the United States as a result of earnings on nonpurpose investments received during the period beginning on the date of delivery of the Obligations and ending on the date of computation, the Lessee may, in its discretion, withdraw such excess from the Rebate Account and apply such monies to the rental payments due under the Agreement or, if all payments due on the Obligations shall have been paid in full, and all rebates to the United States payable pursuant to Subsection 148(f) shall have been paid in full, the Lessee may use the amount withdrawn for any purpose permitted under the applicable laws of the State of Mississippi.

(iii) As used above, the term "Bond Year" shall mean the one-year period beginning on the date of delivery of the Obligations and each succeeding one-year period beginning on the day succeeding the immediately preceding bond year, or shall have such other meaning based on facts and circumstances relating to the Obligations as shall be specified in the Subsection 148(f) Regulations.

(c) The Lessee shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Obligations to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Lessee shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Obligations in a manner or for a price which would cause any of the Obligations to be or become an arbitrage bond, within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price."

(e) In connection with the delivery of the Obligations, the Lessee has not and will not engage in any transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code or Sections 1.103-13, 1.103-14 and 1.103-15 of the Treasury Regulations (a) enabling the lessee to exploit the difference between tax-exempt and taxable interest rates to gain a

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material financial advantage, and (b) increasing the burden on the market for tax-exempt obligations, including, without limitation, the delivery of obligations in the nature of the Obligations that would not otherwise be sold, the incurring of more obligations in the nature of the Obligations than would otherwise be necessary, or the incurring of such obligations sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

13. (a) The Obligations are not private activity bonds within the meaning of Section 141 of the Code.

(b) No more than 10% of the proceeds of the Obligations will be used (within the meaning of Section 141 of the Code), directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(c) No more than 10% of any property with respect to which all or any part of the proceeds of the Obligations will be used (within the meaning of Section 141 of the Code), directly or indirectly, will be used in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person), other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(d) None of the proceeds of the Obligations will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such proceeds.

(e) The amount of proceeds of the Obligations used with respect to any private business use which is related to a governmental use of such proceeds will not exceed the amount of proceeds of the Obligations which are to be used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Obligations will be used to make or finance loans for persons other than governmental units.

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Obligations be (under the terms of the Agreement or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a private

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business use. No party (other than a governmental unit) which shall use all or any part of the property acquired pursuant to the Agreement shall make any payments to the Lessee which are in any way related to any property acquired pursuant to the Agreement or in any other way related thereto, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of principal of or interest portion of the rental on the Agreement payable during such year, unless the Lessee shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Agreement from gross income for federal income tax purposes.

14. The Lessee covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Lessee, which (1) were or are to be sold at substantially the same time as the Obligations, (2) were or are to be sold at substantially the same interest rate as the interest rate of the Obligations, (3) were or are to be sold pursuant to a common plan of marketing as the marketing plan for the Obligations and (4) are payable directly or indirectly by the Lessee or from the source from which the Obligations are payable. The Lessee covenants and certifies that there are no additional facts or circumstances which may further evidence that the Obligations are part of any other issue of obligations.

15. The Lessee covenants and certifies that no payment of principal of or interest on the Obligations is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Lessee represents, warrants and covenants that none of the proceeds of the Obligations will be: (a) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States or (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation, other than: (i) the investment of the proceeds of the Obligations for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Obligations are being issued; (ii) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of

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Subsection 149(d) of the Code; (iv) investments in notes issued by the United States Treasury; (v) or other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

16. The Lessee covenants and certifies that, notwithstanding any provision of this Certificate or the rights of the Lessee hereunder, the lessee will not take or permit to be taken on its behalf any action which would impair the exemption of interest on the Obligations from federal income taxation, and it will take such reasonable action as may be necessary to continue such exemption, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exemption.

17. The Obligations are hereby designated as a portion of the \$10,000,000 of qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

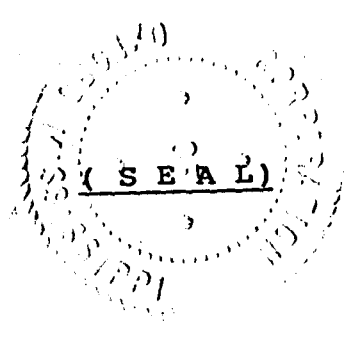
All representations, warranties and covenants contained in the resolution of the Lessee adopted on June 19, 19 90 are true and correct as of the date of this Certificate.

Dated as of the 19th day of June, 19 90.

LESSEE:

City of Oxford, Mississippi

By: John D. Lullie title
MAYOR



MINUTE BOOK No. 39, CITY OF OXFORD

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F. EDWIN PERRY
Attorney at Law
P. O. DRAWER 70
OXFORD, MISSISSIPPI 38655

PHONE (601) 234-5515

1121½ JACKSON AVE.

First Continental Leasing
P. O. Box 15097
Hattiesburg, MS 39402-5097

Re: Lease-Purchase of Equipment by
City of Oxford, Mississippi

Gentlemen:

Pursuant to your request, I hereby render the following opinion regarding the Equipment Lease-Purchase Agreement (the "Agreement") between City of Oxford, Mississippi (the "Lessee"), the Mayor and Board of Aldermen (the "Governing Body") and First Continental Leasing, a division of Bank of Mississippi (the "Lessor") dated

I have acted as counsel to the Lessee and the Governing Body with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. I am familiar with the Agreement and I have examined such agreements, schedules, statements, certificates, records, including minutes of the governing body of the Lessee and other instruments of public officials, Lessee, and other persons as I have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, I am of the opinion that:

1. Lessee and the Governing Body has full power, authority and legal right to execute, deliver and perform the terms of the Agreement. The Agreement has been duly authorized by all necessary action on the part of Lessee and the Governing Body and any other governing authority and does not require the approval of, or the giving of notice to any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound.

2. The Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

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Form **8038-GC**
(May 1987)

Department of the Treasury
Internal Revenue Service

Consolidated Information Return for Small Tax-Exempt Governmental Bond Issues

Under Section 149(e)
For calendar year ending 19.....

(Use Form 8038-G if issue price of the issue is \$100,000 or more.)

OMB No. 1545-0720
Expires 02/28/90

Part I Reporting Authority

Check box if Amended Return

1 Issuer's name
City of Oxford, Mississippi

2 Issuer's employer identification number
64-6000938

3 Number and street
City Hall, 107 S. Lamar

4 City or town, state, and ZIP code
Oxford, MS 38655

Part II Description of Bonds

5 Total issue price of all bonds issued as part of an issue, the issue price of which is less than \$100,000: 5

6 Check box that most nearly approximates the weighted average maturity of the bonds:
 a Less than 5 years
 b From 5 to 10 years
 c More than 10 years

7 Check box that most nearly approximates the weighted average interest rate on the bonds:
 a Less than 5%
 b From 5% to 10%
 c More than 10%

8 Total issue price of the bonds reported on line 5 that are:

a Bonds issued in the form of a lease or installment sale	8a	85,877.00
b Bonds designated by the issuer under section 265(b)(3)(B)(ii)	8b	
c Bonds issued to refund prior issues	8c	
d Loans made from the proceeds of another tax-exempt bond issue	8d	

Please Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Signature of officer: *John O Leslie* Date: 6-19-90 Title: Mayor

General Instructions
(Section references are to the Internal Revenue Code unless otherwise noted.)

Changes You Should Note
All issuers of tax-exempt bonds must report certain information about bonds they issue. Issuers should use Form 8038-GC only if the issue price of the issue is under \$100,000. If the issue price is \$100,000 or more, issuers should use Form 8038-G, Information Return for Tax-Exempt Governmental Bond Issues. For private activity bonds, issuers should use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Paperwork Reduction Act Notice
We ask for this information to carry out the Internal Revenue laws of the United States. We need it to ensure that you are complying with these laws. You are required to give us this information.

Purpose of Form
Form 8038-GC is to be used by issuers of tax-exempt governmental bonds to provide IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
Each issuer must file a single Form 8038-GC for all tax-exempt governmental bond issues issued after December 31, 1986, with issue prices of less than \$100,000. Form 8038-G is filed to report each issue of governmental bonds with issue prices of \$100,000 or more.

When To File
File Form 8038-GC on or before February 15th after the close of the calendar year in which the issue is issued. Form 8038-GC must be completed based on the facts as of the close of the calendar year.

Where To File
File Form 8038-GC with the Internal Revenue Service Center, Philadelphia, PA 19255.

Definitions

- A tax-exempt bond is an obligation issued as part of an issue the interest on which is exempt from tax under the Internal Revenue Code.
- A tax-exempt governmental bond is a tax-exempt bond that is not a private activity bond.
- A private activity bond is generally a bond issued as part of an issue of which:
 - (1) more than 10% of the proceeds are to be used for any private business use; and
 - (2) more than 10% of the payment of the principal or interest either is secured by an interest in property to be used for a private business use (or payments in respect of such property) or is to be derived from payments in respect of property (or borrowed money) used for a private business use. A bond will also be considered a private activity bond if the amount of the proceeds to be used to make or finance loans (other than loans

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Form 8038-GC (5-87)

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described in section 141(c) (2) to certain persons exceeds the lesser of 5% of the proceeds, or \$5,000,000. These bonds should be reported on Form 8038.

Note: Bonds described in section 1312(c)(2) of the Tax Reform Act of 1986 to which the transitional rules in section 1312 or 1313 apply are not private activity bonds for purposes of information reporting. They should be reported on Form 8038-G or Form 8038-GC.

Specific Instructions

Part I.—Reporting Authority

Amended Return.—If you are filing an amended Form 8038-GC, check the amended return box and complete Part I and only those parts of Form 8038-GC you are amending by entering the correct information. Do not amend the estimated amounts previously reported once the actual amounts are determined.

Line 1.—The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing.

Line 2—Issuer's employer identification number (EIN).—If the issuer does not have an employer identification number, enter "none" and attach a completed Form SS-4, Application for Employer Identification Number, to Form 8038-GC. If, however, the issuer has previously applied for such a number, attach a statement giving the date of the application and the office where it was submitted.

Part II.—Description of Bonds

This part may be completed based on information readily available to the issuer at the close of the calendar year, supplemented by estimates made in good faith. All entries may be based on good faith approximations.

Line 5.—Enter the total issue price of all tax-exempt governmental bonds issued during the calendar year which were issued as part of an issue, the issue price of which is less than \$100,000. If the bonds are reoffered to the public by an intermediary, the issue price is the reoffering price (excluding accrued interest).

Line 6.—The weighted average maturity is the average maturity on the bonds with each bond weighted to its par value.

Line 7.—The weighted average interest rate is the average interest rate on the bonds with each bond weighted in proportion to its par value and its length of maturity.

Line 8.—Enter the total issue price of the bonds reported on line 5 that are described on lines 8a, 8b, 8c, and 8d. More than one line may apply to a particular bond. For example, bonds issued to refund prior issues which were designated by the issuer under section 265(b)(3)(B)(ii) should be reported on line 8b and line 8c.

Signature

Form 8038-GC must be signed by an authorized representative of the issuer.

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ASSIGNMENT OF PURCHASE ORDERS

For value received, City of Oxford, Mississippi ("Assignor") does hereby sell, assign and transfer to First Continental Leasing, a division of Bank of Mississippi ("Assignee") all its right, title and interest in and to and delegates all its duties under the purchase orders as listed on Exhibit "A" attached hereto and made a part hereof, true copies of which purchase orders are attached hereto and made a part hereof (the "Purchase Orders"), including without limitation the right to take title to the equipment (the "Equipment") described in the Purchase Orders and to be named as purchaser in any bills of sale and/or invoices to be delivered in connection therewith.

The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Equipment Lease-Purchase Agreement dated as of _____, and of which this Assignment constitutes an integral part.

Assignee has caused or will cause all actions to be taken as provided in the Purchase Orders assigned hereby including those pertaining to the delivery, installation, quality and quantities of the Equipment.

EXECUTED this 19th day of June, 19 90.

ASSIGNOR:

City of Oxford, Mississippi

By: John O. Leibel
Title: Mayor

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INVOICE
FISHER-PHILLIPS
ARNOLD:

It was moved by Alderman Lamar, seconded by Alderman Jones to authorize payment of Invoice to Fisher-Phillips-Arnold in the amount of \$5,000.00 for work on Facilities Plan for Wastewater Treatment Plant.

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

APPOINTMENT TO
OXFORD PARK COMMISSION:

Cornelia Mason's term expires on the Oxford Park Commission Board as of July 1, 1990. Alderman Lamar nominated Mrs. Joe (Jeanna) Harris to serve a five year term. No other nominations were offered. All the aldermen voting aye, Mayor Leslie declared Mrs. Harris appointed. Members of the Park Commission Board are:

Nathan Hodges, Jr.	July 1, 1991
Ben Banahan	July 1, 1992
Tommy Boatright	July 1, 1993
Steve Freeman	July 1, 1994
Mrs. Jeanna Harris	July 1, 1995

RESIGNATION FROM
PLANNING COMMISSION:

Mayor Leslie announced that Chairman Mike Featherstone has submitted a letter of resignation from the Oxford Planning Commission effective immediately. He will name a new chairman soon.

ORDINANCE 1990-6:

It was moved by Alderman Lamar, seconded by Alderman Reeves to adopt Ordinance 1990-6, "AN ORDINANCE AMENDING SECTION 18-2 OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI". Said Ordinance is recorded in Ordinance Book 4 at page 456. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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ORDINANCE 1990-7:

It was moved by Alderman Reeves, seconded by Alderman Cardwell to adopt Ordinance 1990-7, "AN ORDINANCE TO AMEND SECTION 12-27, OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI, TO PROVIDE FOR COMMERCIAL HAULERS OUTSIDE THE COUNTY OF LAFAYETTE UNDER CERTAIN CONDITIONS; AND TO AMEND SECTION 12-28, OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI, TO PROVIDE FOR ADDITIONAL FEES IN CERTAIN INSTANCES, INCLUDING COMMERCIAL HAULERS FROM OUTSIDE THE COUNTY OF LAFAYETTE". Said ordinance is recorded in Ordinance Book 4 at pages 458-460. All the aldermen voting aye, Mayor Leslie declared the motion carried.

Mayor Leslie left the meeting at this time and Mayor Protempore Lamar conducted the meeting.

RESCUE UNIT:

Fire Chief McDonald discussed the Rescue Unit. It was moved by Alderman Reeves, seconded by Alderman Cardwell to amend the Fire Department Budget as follows:

Personnel Services	795,686.00
Supplies	23,000.00
Other Services & Charges	40,750.00
Capital Outlay	<u>125,750.00</u>
	985,186.00

This changes line items but leaves the total budget the same and to authorize advertisement for bids for Rescue Unit per specifications presented. Lafayette County has

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RESCUE UNIT CONTINUED:

agreed to pay one-half of the cost of the unit:

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

NOTICE TO BIDDERS

The Mayor and Board of Aldermen of the City of Oxford Mississippi, will receive sealed bids on the following:

MODULAR BODY FOR RESCUE VEHICLE

Specifications will be on file in the office of the Fire Chief. To obtain a copy of the specifications, write or phone Chief Terry McDonald, P. O. Box 860, Oxford, MS 38655, or phone 601-232-2418. Bids should be plainly marked and sealed, "Bid on Modular Body for Rescue Vehicle", and filed with the City Clerk on or before 2:00 P. M., July 10, 1990.

The Mayor and Board of Aldermen reserve the right to reject any and all bids and waive all formalities.

June 25, July 2

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NOTICE TO BIDDERS

The Mayor and Board of Aldermen of the City of Oxford Mississippi, will receive sealed bids on the following:

CAB AND CHASSIS FOR RESCUE TRUCK

Specifications will be on file in the office of the Fire Chief. To obtain a copy of the specifications, write or phone Chief Terry McDonald, P. O. Box 863, Oxford, MS 38655, or phone 601-232-2418. Bids should be plainly marked and sealed, "Bid on Cab and Chassis for Rescue Truck", and filed with the City Clerk on or before 2:00 P. M., July 10, 1990.

The Mayor and Board of Aldermen reserve the right to reject any and all bids and waive all formalities.

June 25 , July 2

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SPECIFICATIONS FOR CAB AND CHASSIS
RESCUE VEHICLE

1990 - ONE TON - 157" MINIMUM (84" CAB TO AXLE)
WHEEL BASE CHASSIS AND CAB (4 X 4)
5.9 LITER DIESEL ENGINE OR LARGER
AUTOMATIC TRANSMISSION WITH AUX. COOLING SYSTEM
POWER STEERING
POWER BRAKES
RADIO
LIMITED SLIP REAR END
AIR CONDITION
SPARE TIRE AND WHEEL
12,000 LB. WARREN WINCH (ELECTRIC) WITH WINCH BUMPER (INSTALLED)
HEAVY-DUTY ALTERNATOR
DUEL REAR WHEELS
MUD/SNOW TIRES FRONT AND REAR
HEAVY-DUTY BATTERY SYSTEM (DUEL)
30 GAL. CAPASITY FUEL TANK OR MORE
HEAVY-DUTY COOLING SYSTEM
MECHANICAL GAGES IN PLACE OF LIGHTS
WEST COAST MIRRORS (CHROME)
COLOR -- RED WITH WHITE TOP
HEAVY-DUTY REAR SPRINGS WITH OVERLOAD
REAR GLASS SHALL BE SLIDING

ANY EXCEPTIONS TO THESE SPECIFICATIONS SHALL BE NOTED

ALL EQUIPMENT IN SPECIFICATIONS SHALL BE PRICED SEPERATELY IN
ORDER FOR THE CITY TO DELIETE ITEMS IF NECESSARY.

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SPECIFICATIONS FOR RESCUE TRUCK BODYGENERAL REQUIREMENTS:

- A. BODY SHALL BE SUITABLE FOR MOUNTING ON A ONE TON CHASSIS HAVING A C.A. DIMENSION OF 64" AND DUAL REAR WHEELS
- B. MONROE CUSTOM UTILITY BODIES, INC. MODEL # T130IMC OR EQUIVELANT

BODY SIZE:

- A. OVERALL LENGTH: 130"
- B. OVERALL WIDTH: 86 1/2"
- C. COMPARTMENT DEPTH: 20"
- D. FLOOR WIDTH: 48 1/2"
- E. HEIGHT: 42 1/2" BODY FRONT AND REAR; 72" FLOOR TO TOP OF SUPERSTRUCTURE.

MATERIALS OF CONSTRUCTION:

- A. BODY COMPARTMENTS SHALL BE 16 GA. A60 GALVANEAL AND BE CONTINUOUSLY WELDED TO FORM A WATER TIGHT ENCLOSURE. TOP OF COMPARTMENTS SHALL BE A INTEGRAL SHEET FORMING A DRIPRAIL OVER THE COMPARTMENT DOORS.
- B. FRONT BULKHEAD SHALL BE 16 GA. A60 GALVANEAL CONTINUOUSLY WELDED TO BODY SIDE COMPARTMENTS AND FLOOR.
- C. WHEEL PANELS SHALL BE 16 GA. A60 GALVANEAL WITH WHEEL RADIUS FORMED FROM DOUBLE RADIUS STRUCTURAL ANGLES.
- D. SHELVING SHALL BE 16 GA. A60 GALVANEAL.
- E. DIVIDER TRAYS SHALL BE 18 GA. A60 GALVANEAL WITH REMOVEABLE DIVIDERS SPACED 4" ON CENTER.
- F. DOOR JAMS SHALL BE FORMED TO PREVENT WATER PENETRATION INTO COMPARTMENT.
- G. DOORS SHALL BE 19 GA. A60 GALVANEAL DOUBLE PANEL CONSTRUCTION WITH A FULL LENGTH 5/16" DIAMETER ROD FORMED INTO DOOR EDGE.
- H. HINGES SHALL BE DIE CAST BRASS RIVETED TO BODY.
- I. DOOR LATCHES SHALL BE RECESSED ZINC COATED PADDLE HANDLE TYPE (MODEL #L3984A AS MANUFACTURED BY VERSCH LOCK MFG. CO.)
- J. BODY UNDERFRAME SHALL BE MADE FROM 10 GA. FORMED CHANNEL.
- K. DELUXE DUAL WHEEL 8" BUMPER WITH RISER SHALL BE MADE OF 12 GA. TREADPLATE AND BE RECESSED FOR TRAILER HITCH.

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BODY COMPARTMENTATION:

A. STREETSIDE

1. FIRST VERTICAL COMPARTMENT:
 - a. 32" WIDE X 42 1/2" HIGH
 - b. (2) ADJUSTABLE SHELVES
2. SECOND VERTICAL COMPARTMENT:
 - a. 22" WIDE X 42 1/2" HIGH
 - b. (2) ADJUSTABLE SHELVES
3. HORIZONTAL COMPARTMENT:
 - a. 54" WIDE X 21" HIGH
 - b. NO SHELVING

B. CURBSIDE

1. FIRST VERTICAL SPACE SHALL BE USED FOR A FULL HEIGHT ACCESS TO THE CARGO SPACE. THE ENTRY STEP SHALL BE RECESSED INTO THE FLOOR AND THE DOOR OPENING SHALL BE A MINIMUM OF 68" HIGH X 26" WIDE.
2. SECOND VERTICAL COMPARTMENT:
 - a. 22" WIDE X 42 1/2" HIGH
 - b. (2) ADJUSTABLE SHELVES
3. HORIZONTAL COMPARTMENT
 - a. 76" WIDE X 21" HIGH
 - b. (1) DIVIDER TRAY AND (1) FIXED SHELF
4. REAR COMPARTMENT:
 - a. 22" WIDE X 21 1/2" HIGH BELOW HORIZONTAL COMPARTMENT

SUPERSTRUCTURE

- A. SUPERSTRUCTURE SHALL BE FULL WIDTH OF THE BODY AND CONSTRUCTED OF 14 GA. A60 GALVANEAL.
- B. THERE SHALL BE NO SHELVING ABOVE THE BODY COMPARTMENT TOPS.
- C. A FULL HEIGHT DOOR SHALL BE PROVIDED IN PLACE OF THE FIRST VERTICAL COMPARTMENT ON THE CURBSIDE FOR ACCESS TO THE LOAD SPACE. A GRAB HANDLE SHALL BE INSTALLED ON THE SIDE OF SUPERSTRUCTURE TO EASE ACCESS. THE DOOR SHALL BE DOUBLE PANEL, NOT LESS THAN 18 GA. A60 GALVANEAL, AND THE DOOR HANDLE SHALL HAVE A KEYED LOCK AND ALLOW EASY OPENING WITHOUT A KEY FROM WITHIN THE SUPERSTRUCTURE.
- D. WINDOWS SHALL BE PROVIDED AS FOLLOWS:
 1. CURBSIDE DOOR - (1) 12" X 20" SLIDING
 2. FRONT - (1) 15" X 34" SLIDING

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- E. (2) DOME LIGHTS SHALL BE INSTALLED FORE AND AFT OF THE SUPERSTRUCTURE.
- F. A KICK-OUT TYPE ROOF VENT SHALL BE INSTALLED IN THE FORWARD SECTION OF THE ROOF TO ALLOW EMERGENCY EGRESS OF A MAN FROM WITHIN THE LOAD SPACE.
- G. REAR OF SUPERSTRUCTURE SHALL HAVE DOUBLE DOORS WITH A FULL 48.5" OPENING. THESE DOOR SHALL BE FULL HEIGHT DOORS. DOORS SHALL BE DOUBLE PANEL, NOT LESS THAN 18 GA. A60 GALVANEAL. DOOR LATCH OF THE RIGHT DOOR SHALL BE RECESSED ZINC COATED PADDLE HANDLE TYPE WITH A CHAIN CONTROLLED DEAD BOLT LATCH ON THE LEFT DOOR CONTROLLED FROM THE INSIDE.

BODY UNDERCOATING AND PAINTING

- A. BODY SHALL BE UNDERCOATED USING QUAKERKOAT UNDERCOATING COMPOUND AS MANUFACTURED BY HOOSLER PENN CO.
- B. BEFORE RECEIVING PAINT THE ENTIRE BODY SHALL BE STEAM CLEANED UNDER HIGH PRESSURE USING A WATER AND DETERGENT SOLUTION. IT SHALL THEN BE HAND WASHED WITH ZYLENE AND RUBBED DRY BEFORE RECEIVING ONE COAT OF SHERWIN WILLIAMS # E26973 WASH PRIMER FOLLOWED BY ONE COAT OF # E2A28 JET SEAL PRIMER. THE PRIMER WHEN DRY SHALL BE LIGHTLY SANDED BEFORE RECEIVING TWO COATS OF DUPONT CENTRAL ACRYLIC ENAMEL. COLOR TO BE SPECIFIED BY THE FIRE DEPARTMENT TO THE SUCCESSFUL BIDDER.
- C. A 4" SCOTCHLITE TRIM STRIP SHALL BE APPLIED DOWN EACH SIDE AND REAR OF THE SUPERSTRUCTURE. THE STRIP SHALL ALSO BE APPLIED TO THE INSIDE OF ALL SWING OUT DOORS. STRIP SHALL BE 20" FROM BOTTOM OF SUPERSTRUCTURE.

NOTE: ALL DIMENSIONS FOR COMPARTMENTS ARE GIVEN AS A STANDARD AND MAY VARY WITH THE MANUFACTURE. PLEASE NOTE ANY EXCEPTIONS TO THESE DIMENSIONS.

LIGHTING:

- A. ALL BODY LIGHTING SHALL BE IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL STANDARDS INCLUDING FMUSS 108. THE REAR STOP, TAIL, TURN AND BACK-UP LIGHTS SHALL BE RECESSED.

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AIR CONDITIONING UNIT
CITY HALL:

Lloyd McClendon gave a report that officials from TVA have looked at the air conditioning unit for City Hall and a written report was presented to each board member. Short term solution would be to replace the chiller at an estimated cost of \$35,000.00. Long term would be to do a study and look at replacing the whole system. TVA would consider financing a new system if it is operated with electricity. (10½% for 10 years) Lloyd was instructed to request TVA to make a complete study.

TRANSFER
MARY BISHOP TO
CITY CLERK'S OFFICE:

Upon the request of City Clerk Virginia Chrestman, it was moved by Alderman Reeves, seconded by Alderman Jones to authorize Mary Bishop to be transferred from the Court Clerk's Office to the City Clerk's Office effective June 28, 1990 at the rate of \$500.00 bi-weekly. This is to fill position held by Dorothy Lovelady who is retiring July 1, 1990. Mary will serve as Receptionist, Deputy Clerk and will continue to assist the Court Clerk as needed. All the aldermen voting aye, Mayor Protempore Lamar declared the motion carried.

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BELK STREET PROJECT:

Ben Smith reported that the contractor on Belk Street has moved in and hopes to complete the project by winter. The contractor has requested permission to burn per EPA regulations. It was moved by Alderman Jones, seconded by Alderman Cardwell to authorize open burning per EPA guidelines for this project. All the aldermen voting aye, Mayor Protempore Lamar declared the motion carried.

DELETION FROM AGENDA:

It was moved by Alderman Reeves, seconded by Alderman Cardwell to delete from the agenda to discuss the appointment of a committee to draw up guidelines for Community Options Committee. All the aldermen voting aye, Mayor Protempore Lamar declared the motion carried.

PLANTING ISLAND IN FRONT OF CITY HALL:

It was moved by Alderman Smith, seconded by Alderman Jones to authorize the Oxford Electric Department to have the island in front of City Hall planted by Kevin Surrette at a cost of \$1486.85 per proposals received. Garden Center's proposal was \$1545.00. All the aldermen voting aye, Mayor Protempore Lamar declared the motion carried.

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RECYCLING:

Wendy Garrison came before the Board to give a report on recycling. They have been in operation almost a year and at the present time they are not taking newspaper and glass as the conditions have changes. The person bagging the newspaper does not want anymore until the end of summer and the transportals charges for the glass does not make it feasible to sell it. Also it must be crushed. Equipment and a building is needed to continue to offer recycling. Estimated cost of a building is \$74,000. The request tonight is to take all of this in consideration as the budget for next year is prepared. Steve Beatty was requested to make a study on the cost of building, equipment, location of building and report back to the Board.

NOTIFICATION TO COUNTY
THAT CITY WILL PROVIDE
FIRE PROTECTION:

It was moved by Alderman Reeves, seconded by Alderman Jones to authorize City Attorney Ed Perry to write a letter to Lafayette County advising them that the City will provide fire protection for the City. All the aldermen voting aye, Mayor Protempore Lamar declared the motion carried.

JUNK YARD:

City Attorney Ed Perry advised that we are probably going to be involved in litigation to get it cleaned up.

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2 WALKIE TALKIES
FOR FIRE DEPARTMENT:

Upon the request of Fire Chief McDonald, it was moved by Alderman Reeves, seconded by Alderman Smith to authorize the purchase of two (2) Walkie Talkies from Calhoun Communications at a cost of \$1,050.00 per quotes received.

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

EXECUTIVE SESSION:

Alderman Smith requested an Executive Session.

It was moved by Alderman Smith, seconded by Alderman Reeves to declare an Executive Session to discuss purchase of property.

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

City Clerk Chrestman announced to the public that the Board voted to stay in Executive Session to discuss purchase of property.

REGULAR SESSION:

It was moved by Alderman Reeves, seconded by Alderman Cardwell to go out of Executive Session.

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

No action was required from the Executive Session.

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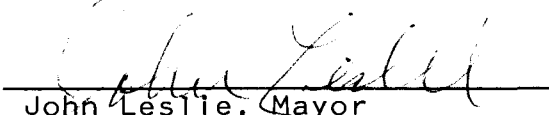
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ADJOURNMENT:

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



Virginia H. Chrestman, City Clerk



John Leslie, Mayor

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UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

REGULAR MEETING

7:00 p.m.

July 3, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 p.m. Tuesday, July 3, 1990 in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 Devon Jones - Alderman Ward I
 Jim Reeves - Alderman Ward II
 Bernie Smith - Alderman Ward IV
 Ed Cardwell - Alderman At-Large
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Debbie McLarty - Tax Assessor
 Billy White - Chief of Police
 Terry McDonald - Fire Chief
 Ernie Walker - City Shop Foreman
 Steve Beatty - Superintendent of Sanitation
 Lloyd McClendon - Superintendent of Oxford Electric
 Connie Lagrone - City Engineer
 Ben Smith - Director of Planning & Development
 David Bennett - Superintendent of Wastewater Treatment
 Allen Jones - Director of Parks & Recreation

ADOPT AGENDA:

It was moved by Alderman Cardwell, seconded by Alderman Smith to adopt the Agenda for the meeting as printed with the addition of Item 26. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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MINUTES:

There being no additions or corrections, the Minutes of June 19, 1990 were approved as printed.

ACCOUNTS:

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

MPI TO USE CITY LANDFILL:

Terry Payne, with MPI of Coldwater, MS came before the Mayor and Board of Aldermen to request that he be allowed to dump at the city landfill. Mr. Payne disposes of the garbage of MPI. He has been using the Tate County Landfill and they have closed it down. He estimates that he will make one trip a week and will dump thirty yards per week. He has advised that the cost is \$4.50 per cubic yard. It was moved by Alderman Reeves, seconded by Alderman Jones to authorize MPI to use the landfill until October 1, 1990 or until the new EPA regulations are available if that occurs prior to October 1. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

CITY ATTORNEY:

It was moved by Alderman Cardwell, seconded by Alderman Reeves to authorize the appointment of F. Edwin Perry as City Attorney for 1990-91. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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BFI TO REQUEST USE OF
CITY LANDFILL:

Jack Carter of BFI came before the Mayor and Board of Aldermen to request that BFI be allowed to use the City Landfill for out of county garbage from Tate and Panola County. They have been using the landfill and would like to continue. They are dumping 3,000 to 4,000 yards per month now. After discussion, it was moved by Alderman Reeves, seconded by Alderman Smith to authorize the acceptance of 5,000 cubic yards from BFI for disposal at the city landfill until October 1st, 1990. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

TOURISM COUNCIL:

Alderman Reeves nominated Carolyn Dubois to serve on the Tourism Council. Alderman Jones nominated Jim Butler to serve. It was moved by Alderman Jones, seconded by Alderman Smith to authorize the appointment of Carolyn Dubois and Jim Butler to serve a three year term on the Tourism Council effective August 1, 1990. All the aldermen present voting aye, Mayor Leslie declared the motion carried. Members of the Tourism Council are:

Mary Ann Britt - August, 1991
 Mary Ann Bowen - August, 1991
 Louise Avent - August, 1992
 Bob Hudson - August, 1992
 Nita Thomas - August, 1992
 Carolyn Dubois - August, 1993
 Jim Butler - August, 1993

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PLANNING COMMISSION CHAIRMAN:

Mayor Leslie announced that he has appointed Clyde Cook as Chairman of the Planning Commission to fill the unexpired term of Mike Featherstone who resigned.

COMMUNITY OPTIONS COMMITTEE:

Alderman Cardwell nominated John McCauley to serve on the Community Options Committee. It was moved by Alderman Reeves, seconded by Alderman Smith to authorize the appointment of John McCauley to the Community Options Committee effective August 1, 1990. All the aldermen present voting aye, Mayor Leslie declared the motion carried. The other appointment will be made on July 17, 1990.

CASE 304 AND 305 FROM
PLANNING COMMISSION:

Ben Smith, Director of Planning and Development advised the Board that the Planning Commission heard cases 304 and 305 on June 20, 1990 and that an appeal has been filed in each case. Therefore, another Public Hearing is required. It was moved by Alderman Jones, seconded by Alderman Cardwell to set the Public Hearing for both cases for August 7, 1990. All the aldermen present voting aye, motion carried.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

ONE ANDERSON PLACE
SUBDIVISION:

The Planning Commission considered the preliminary subdivision plat for One Anderson Place on June 20, 1990. They recommended approval provided it meets the requirements of the Electric Department and the City Engineer. Both of them were unable to attend the Planning Commission meeting. Ben Smith reported that the Electric Department and the City Engineer have looked at the proposed plat and it is in order. It was moved by Alderman Reeves, seconded by Alderman Jones to approve the plat as presented. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

LANDFILL REQUIREMENTS:

Steve Beatty presented each alderman with a folder containing data on the operation of the landfill. He stressed to the board that after meeting in Jackson with DEQ, we are required to have the monitoring wells in place by December 31, 1990. We are required to have a study of where to put the wells and how many wells that are needed by September 30, 1990. A ground water monitoring environmental engineering firm is needed to tell us where to put the wells and how many are required. It was moved by Alderman Smith, seconded by Alderman Jones to request a proposal from Wurley & Furlow of Jackson. DEQ advised that our City Engineer cannot do this work. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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DEMENT-MERIDIAN 55-8185

TAXI PERMIT:

Upon the recommendation of Chief White, it was moved by Alderman Reeves, seconded by Alderman Jones to grant a Taxi Permit to Bert Chesteen provided he provides proof of Liability and a Tag for a Taxi. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

REMOTE TRAINING FACILITY:

Upon the recommendation of Chief White, it was moved by Alderman Smith, seconded by Alderman Reeves to authorize the Police Facility to be designated as Remote Training Site and Hosting Agency for training purposes. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

LOCATION FOR UNITED PARCEL PICK UP:

City Engineer Connie Lagrone discussed with the Board a request he had received from United Parcel Service for a location for a pick up for UPS. They wanted in the alley by Duvalls and Connie advised them that the location was not suitable. It was moved by Alderman Smith, seconded by Alderman Reeves to authorize the UPS to have a pick up station on West Jackson Avenue on the Island near the Lafayette County Welfare Department. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

AIR CONDITIONING
SYSTEM - CITY HALL:

Lloyd McClendon shared with the Board a report from TVA on estimated costs to replace the Air Conditioning unit in City Hall. After discussion, it was moved by Alderman Jones, seconded by Alderman Smith to get a proposal from Allen and Hoshall, Engineering Firm as to what they will charge to work with TVA to prepare specifications for a system. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ENGINEERING SYSTEM STUDY
ELECTRIC DEPARTMENT:

Superintendent McClendon requested that this matter be continued for further study.

TABULATION OF BIDS FOR
PC-386 COMPATIBLE CAD
COMPUTER SYSTEM:

Pursuant to the advertisement for bids in The Oxford Eagle on June 12 and 19, 1990, the following bids were received:

#21

COMPUTER CAD SYSTEM BID TABULATIONS

VENDOR	PC-386/33	PC-386/25	LASER PRINTER	DIGITIZER	PLOTTER	UPS	SOFTWARE	TOTALS
COMPUADD AUSTIN TX	NO BID	NO BID	\$2,476.00	NO BID	NO BID	\$669.00	\$629.00	\$3,774.00
COMMENT: SOFTWARE ONLY INCLUDES DBASE IV, XTREE, NORTON UTILITIES.								
COMMENT: BID DOES NOT INCLUDE ENOUGH HARDWARE OR SOFTWARE TO COMPLETE THE SYSTEM.								
OCG OXFORD MS	\$8,054.00	\$7,667.00	\$2,200.00	\$655.00	\$5,592.00	\$725.00	\$2,322.00	\$19,548.00
COMMENT: SOFTWARE DOES NOT INCLUDE AUTOCAD. AND ALL EQUIPMENT IS NOT FURNISHED WITH AFULL YEAR'S PARTS AND LABOR WARRANTY. DOES NOT MEET AL SPECIFICATIONS.								
OMS COLUMBUS	\$16,948.92	\$0.00	\$2,023.00	\$845.00	\$5,800.00	\$454.30	\$5,914.50	\$33,187.69
1YRWAR W/DEL COMMENTS: MEETS ALL SPECIFICATIONS NOT LOW BID.								
COMP + CORINTH MS	\$14,509.55	\$0.00	\$2,498.53	\$842.88	\$6,020.56	\$1,083.70	\$5,147.58	\$30,102.80
\$12,293.35 \$2,498.53 \$842.88 \$6,020.56 \$1,083.70 \$5,147.58 \$0.00 \$27,886.60								
COMMENTS: COMPUTERS PLUS MEETS ALL								
BID SPECIFICATIONS. RECOMMENDATION TO ACCEPT LOW BID FOR THE 386/33 FOR THE SUM TOTAL OF \$30,102.80								

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DEMENT-MERIDIAN 55-8185

BIDS ON COMPUTER SYSTEM
CONTINUED:

Upon the recommendation of Superintendent McClendon, it was moved by Alderman Cardwell, seconded by Alderman Jones to accept the bid of Comp +, Corinth, MS in the total amount of \$30,102.80. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ACCOUNTS - ELECTRIC
DEPARTMENT:

It was moved by Alderman Cardwell, seconded by Alderman Jones to authorize approval of the Accounts for the Electric Department as submitted with the addition of Dwight Sparks Construction Company in the amount of \$10,494.00 and University of MS Food Service in the amount of \$106.00 for refreshments for the Governor. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

AUDITOR FOR
ELECTRIC DEPARTMENT:

Pursuant to the Public Notice in The Oxford Eagle on June 8 and 15, 1990, the following submitted bids to serve as Auditor for the Electric Department for fiscal year ended June 30, 1990:


MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

#22

JOHN O. LESLIE, Mayor
 ED CARDWELL, Alderman
 DEVON JONES, Alderman
 LLOYD H. MCCLENDON, Superintendent

CITY OF  OXFORD
ELECTRIC DEPARTMENT
 P. O. BOX 827, OXFORD, MISSISSIPPI 38655 PHONE 601/232-2373; FAX 601/232-2375

TO: LLOYD MCCLENDON, SUPERINTENDENT
 FROM: DONNA HODGE, DIRECTOR OF ACCOUNTING 
 DATE: JULY 3, 1990
 SUBJECT: RECOMMENDATION ON AUDIT BIDS

As you requested, I am providing you with a listing of the bids submitted in response to the Electric Department's advertisement for a complete audit of the financial statements for the fiscal year ended June 30, 1990. Bids submitted were as follows:

William T. Vanstory, CPA Red Bay, Alabama	\$3,145.00
Aune & Cook, CPAs Oxford, Mississippi	3,900.00
Jeff P. Land & Associates, CPAs Tupelo, Mississippi	4,200.00
Nail, McKinney, Tate & Robinson Tupelo, Mississippi	5,000.00*
Dwight L. Young & Co., CPAs Oxford, Mississippi	3,375.00

*This bid specified that the fee billed would be determined by the level of experience of the members of the firm who worked on the audit and the number of hours required to complete the audit, but that the fee would not exceed \$5,000.00

Based on the bids submitted, I recommend that we accept the low bid of William T. Vanstory, CPA. I am personally familiar with the work of one of the principals of that firm, who was a utility accountant himself for a number of years and who has worked on audits of other utilities. I believe that Mr. Vanstory's firm will give us a comprehensive and impartial audit.

It was moved by Alderman Jones, seconded by Alderman Cardwell to accept William T. Vanstory, CPA from Red Bay, Alabama at a cost of \$3,145.00. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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DEMENT—MERIDIAN 55-8185

ADVERTISEMENT FOR EMPLOYMENT
OF METER READER AND A GROUNDMAN
FOR ELECTRIC DEPARTMENT:

Upon the request of Lloyd McClendon, it was moved by Alderman Cardwell, seconded by Alderman Jones to authorize advertisement for employment of Meter Reader and a Groundman for the Electric Department. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

AMENDED BUDGET
GENERAL FUND:

It was moved by Alderman Smith, seconded by Alderman Jones to amend the General Fund Budget as follows:

Revenues: Add \$15,237.00 to Sanitation Charges making a total of \$515,237.00 and total revenues project for the General Fund is \$4,784,313.

Disbursements:	
Financial Administration	
Personal Services	81,375.00
Supplies	11,600.00
Other Services	15,805.00
Capital Outlay	250.00
Total	<u>109,030.00</u>
Tax Administration	
Personal Services	25,138.00
Supplies	517.00
Other Services	2,931.00
Capital Outlay	52.00
Total	<u>28,638.00</u>
General Government	
Personal Services	333,016.00
Supplies	18,800.00
Other Services	158,400.00
Capital Outlay	3,775.00
Total	<u>513,991.00</u>
Park & Recreation	
Personnel Services	241,738.00
Supplies	22,765.00
Other Services	68,600.00
Total	<u>333,103.00</u>
RSVP	
Personnel Services	32,445.00
Supplies	900.00
Other Services	855.00
Total	<u>34,200.00</u>

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DEMENT-MERIDIAN 55-8185

WATER & SEWER
AMENDED BUDGETS:

It was moved by Alderman Smith, seconded by Alderman Reeves to continue the amendment for the Water and Sewer Budget until the July 17th meeting. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

POLICE DEPARTMENT TO
MOUNT REPEATER ANTENNA
ON WATER TANK ON
SOUTH 15TH STREET:

Chief White requested that the Police Department be allowed to mount an antenna on the water tank on South 15th street for their repeater system. It was moved by Alderman Reeves, seconded by Alderman Jones to authorize this request provided it meets legal requirements of FCC and FAA. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

BRUNNI FIRM:

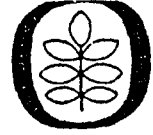
City Attorney Ed Perry reported that the Bruni Firm will come and talk about the landfill any time we can get all Board members together. It was decided that a date and time will be set later.

LETTER TO COUNTY
RE: FIRE PROTECTION:

City Attorney Ed Perry gave each Board member a copy of the following letter he was authorized to write at the last Board meeting:

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DEMENT—MERIDIAN 55-8185



OXFORD

MAYOR
JOHN O. LESLIE

July 2, 1990

BOARD OF ALDERMEN
DEVON JONES
WARD I

JIMMY H. "JIM" REEVES
WARD II

MAYOR PRO-TEM
PATRICIA C. LAMAR
WARD III

BERNIE SMITH
WARD IV

ED CARDWELL
ALDERMAN-AT-LARGE

CITY ATTORNEY
F. EDWIN PERRY

DEPARTMENT HEADS

CITY CLERK & TAX COLLECTOR
VIRGINIA H. CHRESTMAN

CITY ENGINEER
CONNIE B. LAGRONE

CITY TAX ASSESSOR
DEBBIE T. McLARTY

ELECTRICAL DEPARTMENT
LLOYD McCLENDON
SUPERINTENDENT

HEALTH & SANITATION
STEPHEN H. BEATTY
SUPERINTENDENT

CHIEF OF POLICE
BILLY WHITE

FIRE CHIEF
WILLIAM TERRY McDONALD

PARK & RECREATION
ALLEN A. JONES
DIRECTOR

DIRECTOR OF PLANNING
AND DEVELOPMENT
BEN A. SMITH

THE CITY OF OXFORD
107 SOUTH LAMAR
OXFORD, MISSISSIPPI 38655
(601) 236-1310

A NICE PLACE TO LIVE

Mr. Ray Sockwell
President, Board of Supervisors
P. O. Box 1240
Oxford, MS 38655

Dear Mr. Sockwell;

I have been asked by the City to advise you of the following matters as it relates to Sections 83-1-37 and 83-1-39 of the Mississippi Code of 1972.

The City of Oxford as required by these sections, hereby makes a written declaration to the County of Lafayette that the City funds and provides their own fire service and therefore shall be exempt from any county levy. Therefore any levy for fire protection service within the City will be a city levy.

If the City can be of any further assistance in this matter, please advise.

Sincerely,

F. Edwin Perry

FEP:mfd

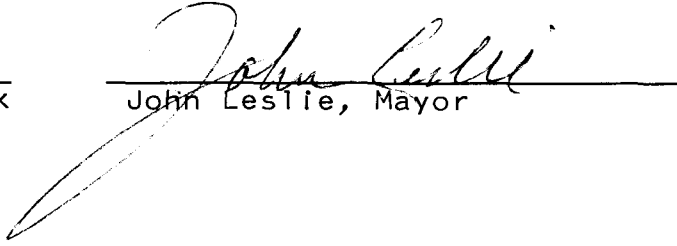
MINUTE BOOK No. 39, CITY OF OXFORD

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ADJOURNMENT:

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


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

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DEMENT-MERIDIAN 55-8185

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

July 10, 1990

8:00 p.m.

The following Notice was served by Officer Elzie Morgan. A copy of the Notice was posted on the front door of City Hall on Tuesday, July 10, 1990 at 9:00 a.m.

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 TUESDAY, JULY 10, 1990, at 8:00 p.m. in the City Hall for the transaction of important business. The business to be acted upon at the Special Meeting called is consideration of the following:

1. Discuss Landfill
2. Air Conditioning at City Hall

This the 9th day of July, 1990.

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 7/10/90, at 9:35 AM.

Devon Jones E. Morgan
By Devon Jones
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 Jim Reeves on 7/10/90, at 9:15 AM.

Jim Reeves E. Morgan
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 Patricia C. Lamar on 7/10/90, at 9:25 AM.

Patricia C. Lamar E. Morgan
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 Bernie Smith on 7/10/90, at 9:00 AM.

B. Smith E. Morgan
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 Ed Cardwell on 7-10-90, at 9:20.

Ed Cardwell E. Morgan

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CALL TO ORDER:

Pursuant to the Notice of Special Meeting, the Mayor and Board of Aldermen did convene in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

Jim Reeves - Alderman Ward II

Patricia C. Lamar - Alderman Ward III

Bernie Smith - Alderman Ward IV

Ed Cardwell - Alderman At-Large

Ed Perry - City Attorney

Virginia H. Chrestman - City Clerk

Lloyd McClendon - Superintendent of
Oxford Electric

Steve Beatty - SuperIntendent of
Sanitation

Connie Lagrone - City Engineer

David Bennett - Superintendent of
Wastewater Treatment

Ben Smith - Director of Planning &
Development

After the meeting was called to order, the following business was transacted:

LANDFILL:

Steve Beatty, Connie Lagrone and David Bennett presented information to the Board concerning the landfill. Requirements of DEQ were discussed. Cost estimates for the city operating the landfill under the proposed new regulations were presented.

John Milner, attorney from Jackson with the firm of Brunni, Grantham, Gower and Hewes came before the Board at our request. The Brunni firm is considered to be experts in environmental

MINUTE BOOK No. 39, CITY OF OXFORD

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LANDFILL CONTINUED:

protection and landfills and have been conducting seminars for various municipalities over the state through the MMA. Mr. Milner stated that his firm represents BFI and has been their attorney for years, but that he has not seen the proposal presented by BFI. His goal tonight is to talk about the Subtitle D Regulations that are currently being drafted in final form. Mr. Milner went over each regulation that is currently being considered by EPA. He feels the regulations will be handed down around January 1, 1991 and that they will go into effect 18 months after they are made final. He went over operation procedures, closure procedures and post closure procedures.

Butch Lambert, Marketing Director of Waste Management came before the board to state that Waste Management is interested in the Oxford landfill. They have looked at the site and researched the records at DEQ. Based on what they have seen, they would need to know what is under the ground before they could make a proposal. He stated that they would like to have authority to test the landfill at their expense. They would share the finding with the City. After they perform the testing at their expense, they will then decide whether or not they will make a proposal to the city. He requested 3-6 months. He also stated that to make it feasible to operate, they would be looking at a 60 mile radius of Oxford for garbage.

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DEMENT-MERIDIAN 55-8185

LANDFILL CONTINUED:

Members of the Board and persons in the audience were given the opportunity to ask questions of Mr. Milner, Mr. Lambert and Mr. McBride of BFI (who was present in the audience).

Each Board member was given the opportunity to express themselves.

It was moved by Alderman Smith, seconded by Alderman Lamar that we notify Waste Management that we will authorize them to do the testing on the landfill at their expense as long as they do not interfere with the city's daily operation. The data found will be shared with the city and the proposal based on test will come back to city within six months, and that contract documents to effectuate this agreement to be executed between the city and Waste Management at the same time we notify Browning, Ferris, Industries that we are doing this and that they have the same option.

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

AIR CONDITIONING UNIT
FOR CITY HALL:

Lloyd McClendon discussed with the Board the air conditioning unit for City Hall. Based on conversation with TVA, he is requesting that we write specifications for a Chiller and advertise for bids unless it can be determined that the purchase could be declared an emergency or repair.

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AIR CONDITIONING UNIT
CONTINUED:

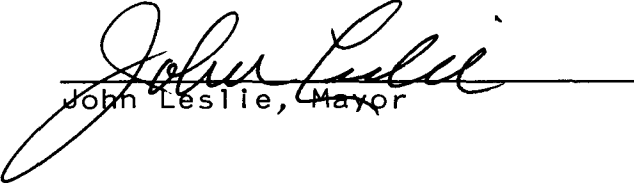
It was moved by Alderman Reeves,
seconded by Alderman Lamar authorizing
Mr. McClendon to prepare specifications
and present at the July 17, 1990
meeting.

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

ADJOURNMENT:

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


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

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

REGULAR MEETING

7:00 p.m.

July 17, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 p.m. Tuesday, July 17, 1990 in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 Devon Jones - Alderman Ward I
 Bernie Smith - Alderman Ward IV
 Ed Cardwell - Alderman At-Large
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Debbie McLarty - City Tax Assessor
 Billy White - Chief of Police
 Terry McDonald - Fire Chief
 Ernie Walker - City Shop Foreman
 Ben Smith - Director of Planning & Development
 Steve Beatty - Superintendent of Sanitation
 Connie Lagrone - City Engineer
 David Bennett - Superintendent of Wastewater Treatment
 Paula Brown - Administrative Assistant
 Oxford Electric Department

ADOPT AGENDA:

It was moved by Alderman Smith, seconded by Alderman Jones to adopt the agenda for the meeting with the addition of five items. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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DEMENT—MERIDIAN 55-8185

MINUTES:

There being no additions or corrections, the minutes of July 3 and July 10, 1990 were approved as printed.

PUBLIC HEARING
STATE REVOLVING
FACILITIES PLAN:

Pursuant to the Public Notice in The Clarion Ledger on June 11, 1990 and The Oxford Eagle on June 11, 18 and 25, 1990, tonight is the Public Hearing on the State Revolving Facilities Plan. The Plan as prepared by Fisher, Phillips, Arnold Engineers has been on file in City Hall for Public inspection. John Phillips, of Fisher, Phillips and Arnold introduced Ron Davis of the DEQ and Jim Cox and Ben White of the Fisher Firm as being in the audience for the hearing. John Phillips explained the procedure for the hearing. Comments are to be made on the plan. Oral comments are requested tonight. Written comments may be filed within ten days of today. No one was present who wished to make comments. DEQ has made comments to Fisher and these comments will be addressed and the plan officially completed by August 1, 1990. Oxford is number one on the list to receive Revolving Loan Assistance.

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PARKING ON SOUTH LAMAR:

Jim Johnson of Johnson Furniture came before the Board to request that the city consider angle parking on South Lamar while the streets are being reworked. The parallel parking is not working. Mr. Johnson feels that we should try the low angle parking for thirty days. Chief White, in answer to a question, stated that if the turn lane proposed for South Lamar is installed he does not feel that there is sufficient width to have angle parking. Bernie Smith requested that we check with the engineering firm who made the traffic study to get their input on this matter. In the absence of a motion, no action was taken on this matter.

REQUEST FOR USE OF CITY LANDFILL:

Richard Cobb, Representative of Mid-South Waste Disposal came before the Mayor and Board of Aldermen to request that he be allowed to continue to dump at the City Landfill. Mr. Cobb's agreement to dump expires July 31, 1990. He is currently dumping 290 - 580 cubic yards. He is bringing garbage from Panola, Coahoma and Tallahatchie County. He would like to continue to dump at the rate of \$3.00 per cubic yard. It was explained to him that according to our new ordinance, the rate would be \$4.50 per cubic yard. It was moved by Alderman Smith to allow Mid-South Waste to dump until October 1, 1990 at the rate of \$4.50 per cubic yard. Motion died for lack of a second. Alderman Cardwell stated that he did not feel that we should take garbage from out of County. As two members of the Board were absent, Mr. Cobb was advised to return 8-7-90.

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ADVERTISE FOR BIDS:

Upon the request of Ernie Walker, City Shop Foreman, it was moved by Alderman Jones seconded by Alderman Smith to authorize advertisement for bids for Gasoline, Diesel Fuel, Motor Oil and Anti-Freeze for one year. All the Aldermen present voting aye, Mayor Leslie declared the motion carried.

AMENDMENT TO WATER AND SEWER BUDGET:

It was moved by Alderman Jones, seconded by Alderman Smith to amend the Water and Sewer Budget and to authorize City Attorney Perry to prepare necessary resolutions to borrow funds for the water and sewer to meet projected Amended Budget. All the Aldermen present voting aye, Mayor Leslie declared the motion carried.

WATER & SEWER REVENUE

Water Sales	766,500.00
Service Connections	28,000.00
Sewer Charges	661,500.00
Interest Income	15,000.00
Miscellaneous	10,097.00
Penalties & Interest	11,500.00
TOTAL	1,492,597.00

Begin Cost + Loan

203,338.00

1,695,935.00

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DEPARTMENTAL BUDGETS

1989-90

AmendedADMINISTRATIVE & GENERAL

Personnel Services	71,772.00	66,672.00
Other Services & Charges	14,117.36	15,850.36
Transfers	<u>206,178.64</u>	<u>206,178.64</u>
Total	292,068.00	288,701.00

FINANCE & CUSTOMER EXPENSE

Other Services & Charges	<u>230,000.00</u>	Same
Total	230,000.00	

TRANSMISSION & DISTRIBUTIONS

Personnel Services	100,534.00	100,534.00
Supplies	21,000.00	45,000.00
Other Services & Charges	<u>2,430.00</u>	<u>2,430.00</u>
Total	123,964.00	147,964.00

TREATMENT & PURIFICATIONS

Personnel Services	251,941.00	251,941.00
Supplies	38,450.00	56,550.00
Other Services & Charges	159,150.00	184,150.00
Capital Outlay	<u>125,000.00</u>	<u>60,000.00</u>
Total	574,541.00	552,641.00

SOURCE OF SUPPLY

Personnel Services	50,295.00	50,295.00
Supplies	37,700.00	45,700.00
Other Services & Charges	56,900.00	64,400.00
Capital Outlay	<u>12,000.00</u>	<u>193,500.00</u>
Total	156,895.00	353,895.00

SANITARY SEWER LINES

Personnel Services	101,734.00	101,734.00
Supplies	10,000.00	16,000.00
Other Services & Charges	500.00	500.00
Capital Outlay	<u>2,895.00</u>	<u>4,500.00</u>
Total	115,129.00	122,734.00

GRAND TOTAL

1,492,597.00	1,695,935.00
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DEMENT—MERIDIAN 55-8185

IMPROVEMENTS
FAULKNER ALLEY:

There came on for discussion, the request by the Health Food Store for improvements in Faulkner Alley. They have requested a pea gravel sidewalk and that the alley be painted. They are willing to provide paint if the city painter will do the work and they will pay labor for improvements to the sidewalk. The Electric Department has determined that it will cost \$1500 - \$2000 to move the lines and lower the light fixtures as requested. It was moved by Alderman Cardwell to make the improvement in Faulkner Alley. After more discussion, and how the Electric Department would be reimbursed for its cost, Alderman Cardwell withdrew his motion. Alderman Smith asked that the Departments go back and work out a compromise at a lesser cost as the \$1500 - \$2000 is not in any city budget.

APPOINTMENT
COMMUNITY OPTIONS:

It was moved by Alderman Smith, seconded by Alderman Cardwell to reappoint Richard Howorth to the Community Options Committee. All the Alderman present voting aye, Mayor Leslie declared the motion carried.

MORATORIUM ON
OUTDOOR ADVERTISING:

It was moved by Alderman Smith, seconded by Alderman Jones to extend the moratorium on issuing permits for outdoor advertising signs until September 4, 1990. All the Aldermen present voting aye, Mayor Leslie declared the motion carried.

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DEMENT-MERIDIAN 55-8185

CASE #308:

Ben Smith reported that the Planning Commission had heard Case #308. An appeal has been filed by Jack McCormick on behalf of the Anchorage Company, which will necessitate another Public Hearing. The date of August 7, 1990 was set for the Hearing.

ANNOUNCEMENTS:

Mayor Leslie announced that Richard Barnes, law Professor has prepared a brief about the sign ordinance. It is available for Board Members who wish to have a copy. Mayor Leslie thanked Mr. Barnes for his information.

Mayor Leslie also advised City Attorney Perry that he is to attend meetings of the Planning Commission.

SUBDIVISION PLAT:

Ryland Sneed presented a proposed plat of subdivision for Ronnie and Andrea Cummings on Garfield Street. The Planning Commission recommended acceptance. It was moved by Alderman Smith, seconded by Alderman Cardwell to accept the plat for the subdivision as recommended by the Planning Commission. All the Aldermen present voting aye, Mayor Leslie declared the motion carried.

STREET LIGHT
FACILITY CHARGE:

Paula Brown, Administrative Assistant for the Electric Department requested that the Board review the proposed increase for street light facility charge. TVA is requesting an increase from 11% to 13%.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

WIRE FOR ELECTRIC
DEPARTMENT:

Upon the recommendation of Ms. Brown, it was moved by Alderman Cardwell, seconded by Alderman Jones to accept the bid of Stuart C. Irby for wire at the cost of \$1875.00 per thousand feet for two reels with approximately 2500 feet per reel. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT
ACCOUNTS:

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

PURCHASE COPY MACHINE:

It was moved by Alderman Cardwell, seconded by Alderman Jones to authorize the purchase of a copy machine for the Electric Department on State Contract Price. The copy machine is in the budget 1990-91. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

LLOYD MCCLENDON
TVPPA EDUCATION AND
TRAINING COMMITTEE:

It was moved by Alderman Cardwell, seconded by Alderman Jones to approve the appointment of Lloyd McClendon to serve on the TVPPA Education and Training Committee. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

CONTRACT WITH STATE
HIGHWAY DEPARTMENT:

Paula Brown advised the Board that the Electric Department is continuing to work with the State Highway Department to develop a contract for maintenance of lights at the four intersections on Highway 6. The proposed contract is for your review and study.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

ANNOUNCEMENTS:

Mayor Leslie announced that he is cancelling all committee appointments of Board Members as they relate to Departments of the City. The third Tuesday at 6:00 p.m. will be set aside for Department Heads to meet with the Board. The current committees are not working and rather than have one or two Aldermen on the committee for the different departments, the entire board will be responsible. Our form of government is code charter not commission form. Under the code charter form of government, the Mayor has the superintending control of all the officers and affairs of the municipality.

PURCHASE OF LAND:

Connie Lagrone discussed with the Board the need for additional acres near the Treatment Plant. This is needed to make the necessary improvements. Property is needed to the North - approximately twenty (20) acres. Connie was instructed to investigate and report back to the board.

USE OF CITY
LANDFILL:

Conner Vick from Batesville came before the Board to request that he be allowed to use the City Landfill. Mr. Vick has a small garbage route that he works in Panola County. He would dump about 60 cubic yards every two weeks. No action was taken on this request.

Oxford SCHOOL DISTRICT

Combined Budget
1991 Fiscal Year

Date 06-27-90

It was announced that the School Budget
has been placed on file in the office
of the City Clerk.

SCHOOL BUDGET:

		Governmental Fund Types				Proprietary Fund Types		Fiduciary Fund Type	
		General	Special Revenue	Capital Projects	Debt Service	Enterprise	Internal Service	Trust	Total
REVENUE									
1000	Local sources	2,364,700	551,394		92,600			42,875	3,051,569
2000	Intermediate sources								
3000	State sources	383,612	5,158,787						5,542,399
4000	Federal sources	84,000	937,042						1,021,042
5000	Sixteenth section sources								
6000	Other financing sources	75,500							75,500
	Total Revenue	2,907,812	6,647,223		92,600			42,875	9,690,510
	Fund Equity, July 1, 1990	277,700	46,247					46,625	370,572
	Total	3,185,512	6,693,470		92,600			89,500	10,061,082
EXPENDITURES									
1000	Instruction	1,491,837	4,549,225					48,900	6,089,962
2000	Support services:								
2100	Students	60,937	250,555						311,492
2200	Instructional staff	29,796	225,618						255,414
2300	General administration	242,373	274,799						517,172
2400	School administration	80,829	458,476						539,305
2500	Business	4,600	50,853						55,453
2600	Operation and maint. of plant	686,826	86,634					200	773,660
2700	Transportation	124,528	178,666					300	303,494
2800	Central		1,100						1,100
3000	Noninstructional services	112,600	534,073					500	647,173
4000	Sixteenth section								145,000
5000	Facilities acquisition & const.	145,000							152,786
6000	Debt service	60,186			92,600				83,471
7000	Other financing uses		83,471						
	Total Expenditures	3,039,512	6,693,470		92,600			49,900	9,875,482
	Fund Equity, June 30, 1991	146,000						39,600	185,600
	Total	3,185,512	6,693,470		92,600			89,500	10,061,082

Original X
Amended

Oxford SCHOOL DISTRICT

Date 6-27-90

		Combining Budget: General Fund						Total
		1120	1140	1991 Fiscal Year	1131			
REVENUE		Dist. Maint	Activity	Fds.	Repair & Cap.			
		(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	
1000	Local sources	2,137,800	217,900	9,000				2,364,700
2000	Intermediate sources							
3000	State sources	383,612						383,612
4000	Federal sources	4,000		80,000				84,000
5000	Sixteenth section sources							
6000	Other financing sources	75,500						75,500
	Total Revenue	2,600,912	217,900	89,000				2,907,812
	Fund Equity, July 1, 19__	90,700	66,000	121,000				277,700
	Total	2,691,612	283,900	210,000				3,185,512
EXPENDITURES								
1000	Instruction	1,308,237	183,600					1,491,837
2000	Support services:							
2100	Students	59,437	1,500					60,937
2200	Instructional staff	28,996	800					29,796
2300	General administration	242,373						242,373
2400	School administration	80,829						80,829
2500	Business	4,600						4,600
2600	Operation and maint. of plant	686,826						686,826
2700	Transportation	124,528						124,528
2800	Central							
3000	Noninstructional services	80,600	32,000					112,600
4000	Sixteenth section							
5000	Facilities acquisition & const.	15,000		130,000				145,000
6000	Debt service	60,186						60,186
7000	Other financing uses							
	Total Expenditures	2,691,612	217,900	130,000				3,039,512
	Fund Equity, June 30, 19__	-0-	66,000	80,000				146,000
	Total	2,691,612	283,900	210,000				3,185,512

Oxford SCHOOL DISTRICT

Date 6-27-90

Combining Budget: Special Revenue

		1991 Fiscal Year						Total	
REVENUE		2110	2120	2130	2140	2150	2160	2170	
		Dist. Adm.	Local Adm	Tea Sal	Asst. Rd.	Sup. Serv.	Transport.	Soc. Sec./Ret.	
		(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	
1000	Local sources			142,147					142,147
2000	Intermediate sources								
3000	State sources	19,399	10,348	3,355,971	170,800	501,732	170,584	664,048	4,892,882
4000	Federal sources								
5000	Sixteenth section sources								
6000	Other financing sources								
	Total Revenue	19,399	10,348	3,498,118	170,800	501,732	170,584	664,048	5,035,029
Fund Equity, July 1, 19__									
	Total	19,399	10,348	3,498,118	170,800	501,732	170,584	664,048	5,035,029
EXPENDITURES									
1000	Instruction			3,242,249	170,800	28,545		547,215	3,988,809
2000	Support services:								
2100	Students			125,319				19,926	145,245
2200	Instructional staff			106,550				16,941	123,491
2300	General administration	19,399	10,348			86,703		18,515	134,965
2400	School administration					343,584		54,630	398,214
2500	Business					42,900		6,821	49,721
2600	Operation and maint. of plant								
2700	Transportation						170,584		170,584
2800	Central								
3000	Noninstructional services								
4000	Sixteenth section								
5000	Facilities acquisition & const.								
6000	Debt service								
7000	Other financing uses			24,000					24,000
	Total Expenditures	19,399	10,348	3,498,118	170,800	501,732	170,584	664,048	5,035,029
Fund Equity, June 30, 19__		-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	Total	19,399	10,348	3,498,118	170,800	501,732	170,584	664,048	5,035,029

Original _____
Amended X

Oxford SCHOOL DISTRICT

Date 06-27-90

Combining Budget: Special Revenue
1991 Fiscal Year

	2180 Sch Fd Serv (Fund Name)	2192 Sand Hill (Fund Name)	2193 94-142 (Fund Name)	2194 99-457 (Fund Name)	2195 Drug Free (Fund Name)	2196 Ext. Sch. (Fund Name)	2197 After Sch. (Fund Name)	Total	
REVENUE									
1000	Local sources	164,000					5,635	169,635	
2000	Intermediate sources								
3000	State sources	6,000	3,000			36,192		45,192	
4000	Federal sources	430,000	50,000	92,000	12,000	12,000		596,000	
5000	Sixteenth section sources								
6000	Other financing sources								
	Total Revenue	600,000	53,000	92,000	12,000	12,000	36,192	810,827	
	Fund Equity, July 1, 1990	46,247						46,247	
	Total	646,247	53,000	92,000	12,000	12,000	36,192	857,074	
EXPENDITURES									
1000	Instruction		53,000	34,481	2,500	12,000	33,419	5,635	141,035
2000	Support services:								
2100	Students			33,231	8,671				41,902
2200	Instructional staff								
2300	General administration	88,397		17,649					106,046
2400	School administration								
2500	Business								
2600	Operation and maint. of plant						470		470
2700	Transportation						2,303		2,303
2800	Central	525,850							525,850
3000	Noninstructional services								
4000	Sixteenth section								
5000	Facilities acquisition & const.								
6000	Debt service								
7000	Other financing uses	32,000		6,639	829				39,468
	Total Expenditures	646,247	53,000	92,000	12,000	12,000	36,192	5,635	857,074
	Fund Equity, June 30, 1991								
	Total	646,247	53,000	92,000	12,000	12,000	36,192	5,635	857,074

Combining Budget: Special Revenue

		1991 Fiscal Year							Total
REVENUE		2198	2490	2691	2692	2890	2990	2991	
		Collobration	89-313	B&I Gen.Fd.	Vocational	Sum.Fdng.	ChI, Sun Sch	Ch I Fy 91	
		(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	
1000	Local sources	24,296		215,245		71			239,612
2000	Intermediate sources								
3000	State sources				200,617				200,617
4000	Federal sources		9,400		14,348	11,200	10,918	237,132	282,998
5000	Sixteenth section sources								
6000	Other financing sources								
	Total Revenue	24,296	9,400	215,245	214,965	11,271	10,918	237,132	723,227
	Fund Equity, July 1, 19__	-0-	-0-	-0-	-0-	-0-	-0-	-0-	
	Total	24,296	9,400	215,245	214,965	11,271	10,918	237,132	723,227
EXPENDITURES									
1000	Instruction	24,296	8,797	85,647	153,294		7,115	132,011	411,160
2000	Support services:								
2100	Students			11,594	29,947				41,541
2200	Instructional staff			100			678	62,391	63,169
2300	General administration			3,770		2,348	2,325	23,530	31,973
2400	School administration			28,538	31,724				60,262
2500	Business			1,132					1,132
2600	Operation and maint. of plant			84,464				1,000	85,464
2700	Transportation					700			700
2800	Central							1,100	1,100
3000	Noninstructional services					8,223			8,223
4000	Sixteenth section								
5000	Facilities acquisition & const.								
6000	Debt service								
7000	Other financing uses		603				800	17,100	18,503
	Total Expenditures	24,296	9,400	215,245	214,965	11,271	10,918	237,132	723,227
	Fund Equity, June 30, 19__	-0-	-0-	-0-	-0-	-0-	-0-	-0-	
	Total	24,296	9,400	215,245	214,965	11,271	10,918	237,132	723,227

Original X
Amended

Oxford SCHOOL DISTRICT

Date 6-27-90

Combining Budget: Special Revenue

		19 Fiscal Year							
REVENUE		2992	2993	2994	2995	2996	2998	2590	
		Asst. Tea.Tr	Staff Dev.	Ch.I, Fy90Co	Chap II	Ec.Security	Math&Sci Ed	Summer JTPA	Total
		(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	
1000	Local sources								
2000	Intermediate sources								
3000	State sources	300	1,581					18,215	20,096
4000	Federal sources			25,807	22,105	5,000	5,132		58,044
5000	Sixteenth section sources								
6000	Other financing sources								
	Total Revenue	300	1,581	25,807	22,105	5,000	5,132	18,215	78,140
	Fund Equity, July 1, 19__	-0-	-0-	-0-	-0-	-0-	-0-	-0-	
	Total	300	1,581	25,807	22,105	5,000	5,132	18,215	78,140
EXPENDITURES									
1000	Instruction							8,221	8,221
2000	Support services:								
2100	Students			19,167				2,700	21,867
2200	Instructional staff	300	1,581	4,840	22,105	5,000	5,132		38,958
2300	General administration			300				1,515	1,815
2400	School administration								
2500	Business								
2600	Operation and maint. of plant							700	700
2700	Transportation							5,079	5,079
2800	Central								
3000	Noninstructional services								
4000	Sixteenth section								
5000	Facilities acquisition & const.								
6000	Debt service								
7000	Other financing uses			1,500					1,500
	Total Expenditures	300	1,581	25,807	22,105	5,000	5,132	18,215	78,140
	Fund Equity, June 30, 19__	-0-	-0-	-0-	-0-	-0-	-0-	-0-	
	Total	300	1,581	25,807	22,105	5,000	5,132	18,215	78,140

Oxford SCHOOL DISTRICT

Date 06-27-90

Combining Budget: Expendable Trust
1991 Fiscal Year

		<u>7120</u>	<u>7320</u>					<u>Total</u>
	REVENUE	<u>Unemp. Comp.</u>	<u>OHS Acti.</u>	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)
		(Fund Name)	(Fund Name)					
1000	Local sources	<u>1900</u>	<u>40,975</u>	<u>(due to clubs)</u>				<u>42,875</u>
2000	Intermediate sources							
3000	State sources							
4000	Federal sources							
5000	Sixteenth section sources							
6000	Other financing sources							
	Total Revenue	<u>1,900</u>	<u>40,975</u>					<u>42,875</u>
	Fund Equity, July 1, 19 <u>90</u>	<u>39,600</u>	<u>7,025</u>					<u>46,625</u>
	Total	<u>41,500</u>	<u>48,000</u>					<u>89,500</u>
	EXPENDITURES							
1000	Instruction	<u>900</u>	<u>48,000</u>	<u>(due to clubs)</u>				<u>48,900</u>
2000	Support services:							
2100	Students							
2200	Instructional staff							
2300	General administration							
2400	School administration							
2500	Business							
2600	Operation and maint. of plant	<u>200</u>						<u>200</u>
2700	Transportation	<u>300</u>						<u>300</u>
2800	Central							
3000	Noninstructional services	<u>500</u>						<u>500</u>
4000	Sixteenth section							
5000	Facilities acquisition & const.							
6000	Debt service							
7000	Other financing uses							
	Total Expenditures	<u>1,900</u>	<u>48,000</u>					<u>49,900</u>
	Fund Equity, June 30, 19 <u>91</u>	<u>39,600</u>	<u>-0-</u>					<u>39,600</u>
	Total	<u>41,500</u>	<u>48,000</u>					<u>89,500</u>

Original X
Amended _____

Oxford SCHOOL DISTRICT

Date 06-27-90

Combining Budget: NonExpendable Trust Funds
19__ Fiscal Year

		7160							
		Ms Pullen							Total
REVENUE		(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	
1000	Local sources	40							40
2000	Intermediate sources								
3000	State sources								
4000	Federal sources								
5000	Sixteenth section sources								
6000	Other financing sources								
Total Revenue		40							40
Fund Equity, July 1, 1990		615							615
Total		655							655
EXPENDITURES									
1000	Instruction	40							40
2000	Support services:								
2100	Students								
2200	Instructional staff								
2300	General administration								
2400	School administration								
2500	Business								
2600	Operation and maint. of plant								
2700	Transportation								
2800	Central								
3000	Noninstructional services								
4000	Sixteenth section								
5000	Facilities acquisition & const.								
6000	Debt service								
7000	Other financing uses								
Total Expenditures		40							40
Fund Equity, June 30, 1991		615							615
Total		655							655

Oxford SCHOOL DISTRICT

Date 06-27-90

Combining Budget: Debt Service
1990 Fiscal Year

		4120						Total
		Debt Service Fd.						
REVENUE		(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	(Fund Name)	
1000	Local sources	92,600						92,600
2000	Intermediate sources							
3000	State sources							
4000	Federal sources							
5000	Sixteenth section sources							
6000	Other financing sources							
Total Revenue								
Fund Equity, July 1, 1990		92,600						92,600
Total		92,600						92,600
EXPENDITURES								
1000	Instruction							
2000	Support services:							
2100	Students							
2200	Instructional staff							
2300	General administration							
2400	School administration							
2500	Business							
2600	Operation and maint. of plant							
2700	Transportation							
2800	Central							
3000	Noninstructional services							
4000	Sixteenth section							
5000	Facilities acquisition & const.							
6000	Debt service	92,600						92,600
7000	Other financing uses							
Total Expenditures		92,600						92,600
Fund Equity, June 30, 1991								
Total		92,600						92,600

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

PAYMENT TO
OXFORD ASPHALT:

It was moved by Alderman Smith, seconded by Alderman Jones to authorize payment to Oxford Asphalt in the amount of \$54,806.17 for the milling. The invoice is to be paid from the \$1.25 million dollar bond issue. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

BIDS FOR CAB &
CHASSIS FOR
RESCUE UNIT:

Pursuant to the Public Notice in The Oxford Eagle on June 25 and July 2, 1990, the following bids were received and opened July 10, 1990:

CAB AND CHASSIS:

Belk Ford-----\$18,853.30
Oxford Equipment Co.-----\$18,853.30

RESCUE BODY WITH INSTALLATION:

Oxford Equipment Co.-----\$ 6,495.00

Upon the recommendation of Chief McDonald, it was moved by Alderman Cardwell, seconded by Alderman Jones to accept the bid of Belk for the Cab and Chassis in the amount of \$18,853.30 and Oxford Equipment for the body and installation in the amount of \$6,495.00. The Lafayette County Board of Supervisors will pay one-half the cost of the Cab and Chassis and the body. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT—MERIDIAN 55-8185

TRAFFIC PROBLEMS
 OLD TAYLOR ROAD
CHAMBERS ROAD:

Chief White presented the following
 letter to the Mayor and Board of
 Aldermen:

OXFORD POLICE DEPARTMENT

Mayor
 John O. Leslie

715 Molly Barr Road
 Oxford, MS 38655
 Telephone (601) 232-2400

Chief of Police,
 Billy White

Aldermen
 Devon Jones
 Jim H. Reeves
 Patricia C. Lamar
 Bernie Smith
 Ed Cardwell



Administrative Assistant
 Stephen D. Bramlett

Captain of Detectives
 G.A. Liles

July 11, 1990

TO: MAYOR JOHN LESLIE AND BOARD OF ALDERMEN
 FROM: BILLY WHITE, CHIEF OF POLICE
 RE: TRAFFIC PROBLEM - OLD TAYLOR ROAD AND CHAMBERS ROAD

The traffic problems have multiplied, by the addition of the apartment complex on Old Taylor Road near Chambers Road. This intersection has a highly concentrated volume of traffic, due to students living on Frontage Road, outside the City limits on Old Taylor Road, and other employed people who must use this road to reach the City and place of employment. In addition, the exit and entrance to the complex will be from Old Taylor Road, below the crest of the hill. This, in my opinion, creates a very dangerous situation.

In an effort to alleviate some of the potential danger to those who travel Old Taylor Road, I recommend that the following action be taken as soon as possible:

- (1) Install a traffic light at the intersection of Chambers Road and Old Taylor Road.
- (2) Paint double yellow lines on Old Taylor Road from 6 by pass south to City limits. This would aid in slowing and controlling traffic on Old Taylor Road, and prohibit passing, making it safer for all concerned.

BW:jc

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT - MERIDIAN 55-8185

TRAFFIC PROBLEMS CONTINUED:

It was moved by Alderman Smith, seconded by Alderman Cardwell to authorize Chief White to get with the employees of the Electric Department and install the most economical traffic light possible. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

EXECUTIVE SESSION:

It was moved by Alderman Jones, seconded by Alderman Smith to declare an Executive Session to discuss purchase of property. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Jones to remain in Executive Session to discuss purchase of land. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

City Clerk Chrestman made an announcement in the hall, that the board voted to remain in Executive Session to discuss purchase of property.

REGULAR SESSION:

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

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

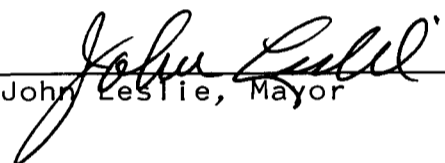
PROPERTY ACQUISITION:

It was moved by Alderman Smith, seconded by Alderman Jones to authorize City Planner, Ben Smith to make an offer of \$125,000.00 for the property behind City Hall. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

RECESS:

It was moved by Alderman Smith, seconded by Alderman Cardwell to recess to meet at 8:00 a.m. on Monday, July 23, 1990. All the aldermen present voting aye, Mayor Leslie declared the motion carried.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

RECESS MEETING

8:00 a.m. Monday, July 23, 1990

CALL TO ORDER:

Pursuant to that order of July 17, 1990, the Mayor and Board of Aldermen did meet on Monday, July 23, 1990 at 8:00 a.m. in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
Devon Jones - Alderman Ward I
Jim Reeves - Alderman Ward II
Bernie Smith - Alderman Ward IV
Virginia H. Chrestman - City Clerk
Lloyd McClendon - Superintendent of
Oxford Electric
Connie Lagrone - City Engineer
Ben Smith - Director of Planning &
Development

TABULATION OF BIDS
FOR STREET LIGHTS:

Pursuant to the Public Notice in The Oxford Eagle on July 5 and July 20, 1990. the following sealed bids were opened at 2:00 p.m. on July 20, 1990:

CITY OF OXFORD ELECTRIC DEPARTMENT BIDS ON LUMINAIRES AND LIGHT POSTS
 OPENED FRIDAY, JULY 20, 1990, AT 2:00 P.M.

BIDDER	ITEM 1A 4 LUMINAIRES	ITEM 1B 42 LUMINAIRES	ITEM 11A 37 CAST IRON POST	ITEM 11B 9 CAST IRON POST	ITEM 11C 37 ALUM POST	ITEM 11D 9 ALUM POST	TOTAL COST ALUM POST	TOTAL COST CAST IRON	COMMENTS
U S POLE COMPANY, INC	269.00 EA	269.00 EA	NO BID	NO BID	697.00 EA	775.00 EA	45,138.00	NO BID	
UNION METAL CORP.	375.00 EA	375.00 EA	850.00 EA	850.00 EA	900.00 EA	900.00 EA	58,650.00	56,350.00	
SPRING CITY ELECTRIC	340.00 EA	340.00 EA	890.00 EA	890.00 EA	890.00 EA	890.00 EA	56,580.00	56,580.00	
TENN VALLEY ELECTRIC	317.20 EA	317.20 EA	918.27 EA	952.68 EA	751.61 EA	783.87 EA	49,455.60	57,141.31	
STUART C IRBY CO	338.94 EA	338.94 EA	NO BID	NO BID	493.56 EA	493.56 EA	38,295.00	NO BID	

RECOMMENDATION:

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

BIDS CONTINUED:

Upon the recommendation of Lloyd McClendon that the bids did not meet specifications, it was moved by Alderman Jones, seconded by Alderman Smith to reject all the bids and authorize the readvertisement. All the aldermen present voting aye, Mayor Leslie declared the motion carried.


PURCHASE OF PROPERTY:

It was moved by Alderman Jones, seconded by Alderman Reeves to authorize City Planner Ben Smith to attend the advertised Foreclosure Sale on July 25, 1990 at the County Courthouse and be authorized to bid up to \$140,000.00 for the entire property located behind City Hall provided title is determined to be satisfactory and to authorize the employment of an Attorney to check the title as City Attorney Ed Perry is out of town. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ADJOURNMENT:

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


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

MINUTE BOOK No. 39, CITY OF OXFORD

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UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

July 25, 1990

11:30 a.m.

The following Notice was served by Officer Gerald Pierce. A copy of the Notice was posted on the Bulletin Board 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 the City of Oxford, Mississippi, to a Special Meeting to be held WEDNESDAY, JULY 25, 1990, at 11:30 a.m., in the City Hall for the transaction of important business. The business to be acted upon at the Special Meeting called is consideration of the following:

- 1. Purchase of land for municipal purposes.

This the 24th day of July, 1990.

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 the following Aldermen on the date so indicated:

Alderman Devon Jones	<u>24 July 90</u> date
Alderman Jim Reeves	<u>24 July 90</u> date
Alderman Pat Lamar	<u>24 July 90</u> date
Alderman Bernie Smith	_____ date
Alderman Ed Cardwell	<u>7-25-90 7:27am</u> date

Gerald Pierce
Chief of Police or Oxford
Policeman

MINUTE BOOK No. 39, CITY OF OXFORD

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CALL TO ORDER:

Pursuant to the Notice of Special Meeting, the Mayor and Board of Aldermen did convene in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 Devon Jones - Alderman Ward I
 Jim Reeves - Alderman Ward II
 Patricia C. Lamar - Alderman Ward III
 Ed Cardwell - Alderman At-Large
 Virginia H. Chrestman - City Clerk
 Connie Lagrone - City Engineer
 Lloyd McClendon - Superintendent of
 Oxford Electric
 Ben Smith - Director of Planning &
 Development
 Steve Bramlett - Administrative
 Assistant - Oxford
 Police Department

After the meeting was called to order, the following business was transacted:

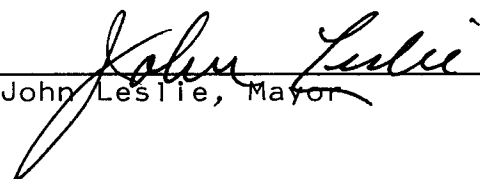
PROPERTY ACQUISITION:

Ben Smith discussed with the Board the acquisition of property behind City Hall. Bill Sloan, Attorney, has checked the title. He reported his finding. It was decided to continue with the authorization of the previous meeting authorizing Ben Smith to bid at the Foreclosure Sale.

ADJOURNMENT:

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


 Virginia H. Chrestman, City Clerk


 John Leslie, Mayor

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

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

REGULAR MEETING

7:00 p.m. August 7, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 p.m. Tuesday, August 7, 1990 in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 Devon Jones - Alderman Ward I
 Jim Reeves - Alderman Ward II
 Patricia C. Lamar - Alderman Ward III
 Bernie Smith - Alderman Ward IV
 Ed Cardwell - Alderman At-Large
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Billy White - Chief of Police
 Terry McDonald - Fire Chief
 Ernie Walker - City Shop Foreman
 David Bennett - Superintendent of
 Wastewater Treatment
 Connie Lagrone - City Engineer
 Ben Smith - Director of Planning &
 Development
 Allen Jones - Director of Parks &
 Recreation
 Lloyd McClendon - Superintendent of
 Oxford Electric

ADOPT AGENDA:

It was moved by Alderman Smith, seconded by Alderman Lamar to adopt the agenda for the meeting as printed with the deletion of Items 22, 25, 26, 27 and add Items 34, 35, 36, and 37. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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MINUTES:

There being no additions or corrections, Minutes of July 17, July 23, and July 25, 1990 were approved as printed.

ACCOUNTS:

It was moved by Alderman Lamar, seconded by Alderman Jones to authorize the approval of the Accounts as presented with the addition of payment to the Oxford Electric Department in the amount of \$40,789.77 from the Water and Sewer Fund and \$381.52 from the General Fund for payment of invoice dated July 18, 1989. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PUBLIC HEARING
CASE #304
QUIDA MASSENGILL:

Ben Smith, Director of Planning & Development stated that Case #304 - request of Quida Massengill for rezoning property described as lots 1, 2, 3, 9, 10 and 11 of Section "A", of the proposed Anderson Subdivision from R-A Residential to R-C Residential came before the Planning Commission and the Planning Commission recommended the requested rezoning. An appeal was filed by Dr. Darko Kajfez and public notice has been given that a public hearing in this matter will be held today. Andy Howorth, Attorney, represented Dr. Kajfez. Mike Wall, Attorney, represented Mrs. Massengill. The board held the public hearing and listened to all parties that wished to speak in the matter. It was moved by Alderman Reeves, seconded by Alderman Smith to uphold the decision of the Planning Commission. The vote was as follows:

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PUBLIC HEARING
CASE #304 CONTINUED:

Voting aye - Reeves, Lamar, Smith, Jones
 Voting no - Cardwell

Mayor Leslie declared the motion carried.
 It was announced that the formal ordinance
 in this matter will be considered at the
 next meeting of the board.

PUBLIC HEARING
CASE #305 and 308
ANCHORAGE CO., INC.:

Ben Smith, Director of Planning &
 Development stated that CAses 305 and 308
 have been considered by the Planning
 Commission. The Planning Commission
 recommended denial in both cases. An
 appeal was filed by the Anchorage Company
 and tonight is the advertised public
 hearing for both cases. Jack McCormick
 of the Anchorage Company has requested
 that both cases be heard together.

Case #305 is a request for rezoning from
 A to GC the property at the corner of
 Molly Barr and McElroy Drive across the
 street from Wild Bill's.

Case #308 is a request for rezoning 12.6
 acres located on McElroy Drive from
 Agricultural to R-C Multi-Family.

Jack McCormick rerepresented the Anchorage
 Company. Lena Jones, a resident of the
 area, addressed the board and requested
 them to study the entire area and not to
 spot zone.

After hearing all parties that wished to
 speak in the matter, it was moved by
 Alderman Smith, seconded by Alderman Lamar
 to uphold the decision of the Planning
 Commission in Case #305. All the
 aldermen voting aye, Mayor Leslie
 declared the motion carried.

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PUBLIC HEARING
CASE #305 AND 308
CONTINUED:

It was moved by Alderman Lamar, seconded by Alderman Reeves to uphold the decision of the Planning Commission in Case #308. All the aldermen voting aye, Mayor Leslie declared the motion carried.

City Attorney Perry advised all present that the court reported will add all exhibits on behalf of all parties in Case #304, #305, and #308 to the record of the proceedings.

PURCHASE OF PROPERTY
BEHIND CITY HALL:

Ben Smith reported to the Board that the City was the successful bidder at the foreclosure sale for the property behind City Hall. 1989 taxes have not been paid on the property and it was announced at the sale that the property was being sold subject to the outstanding taxes. It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize the payment of the 1989 tax on the property behind City Hall to the City and to the Lafayette County Tax Collector as assessed under the name of Fitts, et al from the 1.425 bond issued as part of the purchase price of the property. All the aldermen voting aye, Mayor Leslie declared the motion carried.

Ben also presented each board member a sketch of the property and asked how to proceed to develop as a parking lot. Connie Lagrone, City Engineer, was requested to bring an engineering study as soon as possible. It was moved by Alderman Smith, seconded by Alderman Jones to proceed to develop the 14 spaces that are shown on the sketch. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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MALL DRIVE:

Ben Smith discussed with the board the proposed Mall Drive. Costal Import Corporation has not posted the required bond for the construction of Mall Drive. We understand that Costal Import is in bankruptcy. The Warranty Deed to the right-of-way has not been recorded and it is suggested that in order to clear our records that we return it. It was moved by Alderman Lamar, seconded by Alderman Reeves that we do not accept the Warranty Deed and return it. All the aldermen voting aye, Mayor Leslie declared the motion carried.

CONTRACT WITH UNIVERSITY FOR FIRE PROTECTION:

There came on for discussion the matter of the obligation of the University to place a new pumper in action during the fiscal year 1989. Chief McDonald stated that the new truck has been bid by the University and should be delivered by August 15, 1990. We gave them a one year extension on delivery of a new truck in lieu of \$8,000.00 and we are now into the second year. It was determined that the University should be asked to contribute a sum of money as the truck is not on time. It was moved by Alderman Lamar, seconded by Alderman Smith that we proceed to request \$10,000.00 from the University and that the next truck they are required to provide in accordance with the contract will be 15 years from the time the truck is actually delivered. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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IMPROVEMENTS IN
FAULKNER ALLEY:

There came on for discussion improvements for Faulkner Alley discussed at the previous meeting. It was moved by Alderman Lamar, seconded by Alderman Cardwell that we proceed to do the project with the city providing materials for the sidewalk, the Electric Department replacing the ceiling and lights at a cost of less than \$1,000.00 and once they have completed the ceiling and lights the cost for the repair will be billed to the city general fund and the property owners are to be responsible for turning on and off the lights and locking the gates to the alley. All the aldermen voting aye, Mayor Leslie declared the motion carried.

GRANT FOR LANDFILL:

Ben Smith, Director of Planning and Development discussed procedures to apply for Community Development Block Grants. Based on the rating system used, Oxford would have a minimum number of points. Ben does not feel that we have a chance to be funded. Mayor Leslie asked Ben to continue to look for funds that might be available for Oxford.

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WATER & SEWER RATES:

City Engineer, Connie Lagrone discussed with the board the need for increased water and sewer rates to repay the proposed improvements for the Wastewater Treatment Plant. It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize City Attorney Ed Perry to prepare an ordinance raising the rates 60% as recommended by Mr. Lagrone. All the aldermen voting aye, Mayor Leslie declared the motion carried.

UTILITY BILL AT COUNTY INDUSTRIAL PARK:

City Engineer Connie Lagrone discussed the cost of electricity for the County Industrial Park water and sewer system.

PLANTING THREE ISLANDS ON THE SQUARE:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize advertisement for bids for planting the three islands on the square per plans drawn by Kevin Surette.

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

GEOTECHNICAL SERVICES FOR GROUND WATER MONITORING AT THE LANDFILL:

It was moved by Alderman Lamar, seconded by Alderman Smith to authorize drilling of the wells at the landfill per order of Department of Natural Resources and that the firm of Ware, Lind, Furlow Engineers, Inc. be authorized to do the work at a cost of \$38,074.28.

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

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MISSISSIPPI DEPARTMENT OF NATURAL RESOURCES
Bureau of Pollution Control
P. O. Box 10385
Jackson, Mississippi 39209
(601) 961-5171



July 20, 1990

Honorable John Leslie, Mayor
City of Oxford
107 S. Lamar
Oxford, Mississippi 38655

Dear Mayor Leslie:

The plan to locate, drill, and test monitor wells at the City of Oxford Landfill has been presented by Ware Lind Furlow Engineers to the staff of the Nonhazardous Waste Branch of the Mississippi DEQ. We consider it an approvable plan to accomplish the requirements of Administrative Order No. 1828-90 of July 11, 1990. Additionally, we have allowed Ware Lind Furlow to decrease the number of necessary wells to initially test from 5 to 4. However, the information gathered from analyzing the first 4 wells might make it necessary for more wells to be drilled.

If you have any questions, please contact this office at 961-5171.

Sincerely,

Andrew S. Covington
Environmental Engineer
Nonhazardous Waste Branch

ASC:cm
cc: Mr. Connie LaGrown
Mr. Stephen Beatty
Mr. John Malanchak

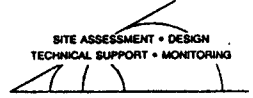
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MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT—MERIDIAN 55-8185

WARE LIND FURLOW ENGINEERS, INC.

GEOTECHNICAL AND EARTH SCIENCE CONSULTANTS



859 PEAR ORCHARD ROAD

• POST OFFICE BOX 13955

• JACKSON, MISSISSIPPI 39236-3955

• AREA CODE 601: 956-4467

July 20, 1990

City of Oxford
107 South Lamar
Oxford, Mississippi 38655

Attention: Mr. Connie Lagrone, P. E.
City Engineer

Re: Groundwater Monitoring Wells
City of Oxford Landfill
Oxford, Mississippi

Gentlemen:

This letter is in response to a question raised by your Mr. Connie Lagrone, P. E. as to whether Ware Lind Furlow Engineers could provide the engineering services to answer the questions raised by the Administrative Order No. 1828-90 dated July 11, 1990 with others installing the required groundwater monitor wells. Ware Lind Furlow Engineers would not agree to provide engineering services to determine geology, subsurface soil characteristics, groundwater analytical results and groundwater flow characteristics on monitor wells installed by others. All aspects of monitor well installation are critical to the determination of the site geology, geohydrology and aquifer characteristics. The type of equipment used, the decontamination processes and well installation methods are also critical to determining types of contamination, if any, in aquifers. Some of the specifics of geologic and geohydrologic data that will be developed along with installation procedures as proposed for Oxford are summarized below:

Drilling Equipment

The drilling equipment must be in good condition and free of any leaks of hydrocarbon fluids. All appurtenances that will go down the drill hole must be thoroughly cleaned and decontaminated prior to the drilling of each monitor well.

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Soil Sampling

Soil sampling at the Oxford landfill will be performed on 5-ft intervals of depth. Shelby tube samples will be taken in cohesive soils and split-spoon sampler will be obtained in cohesionless and near-cohesionless materials. The materials will be classified by a trained senior technician or geologist. Each sample will also be field screened using an organic vapor analyzer to ascertain if volatile organics are in the materials.

Determination of Geology

Samples obtained from the boring will be utilized to determine the site specific geology.

Determination of Groundwater Table

The location of the groundwater table must, by necessity, be determined in the field. Once determined, the well screen will be located such that approximately 15 ft will be below the water table with approximately 5 ft above the water table, thus allowing the monitoring of the water table-soil interface.

Well Installation

The installation of monitor wells is quite different than the installation of normal drinking water wells. All materials used in monitor well installation must be inert and the use of solvents and glues is not allowed. Before placing any materials in the bore hole, the well material are decontaminated. Sand packs are tremied around each well screen and a bentonite seal is placed above the screen and filter. The bore hole is then grouted full depth using a bentonite-cement slurry. The well is then developed removing all drill cuttings and fines.

Additional details of the well installation process are included in our proposal dated July 16, 1990. This proposal has been discussed with representatives of the Mississippi Bureau of Pollution Control. The proposed work plan has been approved and the specifics detailed within the proposal are as normally required by the Bureau.

We very much appreciate the opportunity of presenting this information to you and look forward to working for you on this interesting project. Should you have any questions or desire additional information, please give me a call.

Very truly yours,

WARE LIND FURLOW ENGINEERS, Inc.

Charles R. Furlow

Charles R. Furlow, P. E.

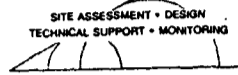
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WARE LIND FURLOW ENGINEERS, INC.
 GEOTECHNICAL AND EARTH SCIENCE CONSULTANTS

SITE ASSESSMENT • DESIGN
 TECHNICAL SUPPORT • MONITORING



859 PEAR ORCHARD ROAD • POST OFFICE BOX 13955 • JACKSON, MISSISSIPPI 39236-3955 • AREA CODE 601: 956-4467

July 16, 1990

City of Oxford
 107 South Lamar
 Oxford, Mississippi 38655

Attention: Mr. Connie Lagrone, P.E.
 City Engineer

Re: Installation of Groundwater Monitoring Wells and
 Subsequent Testing and Analysis of Groundwater
 City of Oxford Landfill
 Oxford, Mississippi

Gentlemen:

We are pleased to submit this proposal for the installation of groundwater monitoring wells and subsequent testing and analyses of the groundwater at the City of Oxford Landfill located approximately 2.5 miles south of Oxford, Mississippi. This proposal was verbally requested on July 10, 1990 by your Mr. Connie Lagrone, P. E. and is in response to an Administrative Order No. 1828-90 dated July 11, 1990. The complainant in the order is the Mississippi Commission on Environmental Quality and the respondent is the City of Oxford. The Administrative Order indicates that the City of Oxford has failed to comply with the condition of the Permit, as the current monitor well system is inadequate to properly monitor the groundwater and no analyses have been sent to the Bureau of Pollution Control. The Order also states that the City of Oxford, shall by October 1, 1990, submit an approvable operations plan to:

- Install monitor wells that will accurately and satisfactorily test the groundwater around the City of Oxford Landfill, and
- Test and analyze the monitor wells and submit the results to the Office of Pollution Control (formerly Bureau of Pollution Control) by December 31, 1990.

The Administrative Order also states that the operational plan should include a schedule of activities that will achieve the requested results. The scope of services proposed herein includes a description of the services that would be provided to respond to the administrative order.

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The existing landfill is located approximately 2.5 miles south of the City of Oxford in the SW 1/4 of Section 5, Township 9 South, Range 3 West. Based on information provided by the Mississippi Bureau of Pollution Control, Solid Waste Division, the Mississippi Geological Survey and Mr. Lagrone, it is our understanding that the landfill consists of approximately 164 permitted acres of which 35 acres have been landfilled. Existing structures on site include an operations building and three groundwater monitoring wells, one of which has been destroyed and can no longer be located.

Information provided by the Mississippi Bureau of Pollution Control and the Geological Survey indicate that several geological investigations were made at the site by the Mississippi Geological Survey. These investigations were made during a period from 1975 to 1976. During these investigations, a total of nine borings were made and three groundwater monitoring wells installed to determine the lithological and hydrological conditions beneath the site. In addition to the lithologic descriptions provided for each boring, electrical resistivity tests were performed on eight borings. The groundwater monitoring wells were installed at the facility to monitor groundwater levels, determine the direction of groundwater flow and to obtain water samples for analytical laboratory testing. The monitor wells were constructed of 4-in. diameter PVC with No. 8 slot PVC screens. The monitor wells were installed in June, 1977 to depths ranging from 86 ft to 149 ft. Groundwater levels measured in July, 1977 for Monitor Well 2 and Monitor Well 3 indicate the static water level to be approximately 100 ft below the land surface or at an elevation of approximately 364 ft NGVD. However, the static water level, measured in Monitor Well 1A, was at a depth of approximately 65 ft below the land surface or at an elevation of 402 ft NGVD. In performing interviews with personnel from the Mississippi Bureau of Pollution Control, we understand that PVC glue and solvent were used in the construction of the monitor wells.

Based on the geological and hydrological information provided from the Mississippi Geological Survey site investigations, the site is characterized primarily by fine to coarse sand. Occasional clay units are located within the upper 20 ft.

Ware Lind Furlow Engineers propose to review documentation pertaining to the regional and site specific geological and hydrological conditions at the subject site. Included would be descriptions of the stratigraphy, lithology, geologic structure and groundwater conditions. Aerial photographs and topographic maps of the site would also be obtained for use. Personnel with the Mississippi Department of Environmental Quality, Bureau of Pollution Control would be interviewed to obtain information pertaining to the site specific characteristics of the facility.

A site reconnaissance would be performed to document the locations of the two existing water wells and to try to ascertain the location of the third groundwater monitoring well. During the site reconnaissance, groundwater levels would be measured in the two existing monitor wells.

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To effectively respond to the Administrative Order, we propose to complete four soil borings on the property. The borings would be located adjacent to the existing landfill. The proposed locations of these soil borings are shown on Plate 1. Duplicate soil samples would be obtained from these borings at specified intervals. One of the duplicate samples at each boring location would be reserved for field screening using an organic vapor analyzer with a gas chromatograph attachment (OVA-GC). The OVA would be used to determine total volatile organics. Data collected from the field screening activities would be used to determine the path of leachate migration, if any, from the landfill.

The four soil borings would be advanced using rotary wash techniques to terminal depths of approximately 130 ft. The borings would be drilled using a Failing Model 1500 drill rig mounted on a Ford F700 truck. In cohesive soils, representative samples would be obtained by pushing a 3-in. OD thin-wall Shelby tube sampler a distance of approximately 2 ft into the soil with hydraulic cylinders on the drill rig (ASTM D 1587). In granular materials, representative samples would be obtained by driving a standard 2-in. OD split-spoon sampler a distance of 18 in. into the soil with 140-lb hammer falling a distance of 30 in. The number of blows required to drive the sampler the final 12 in. of penetration would be observed and recorded (ASTM D 1586). Representative soil samples would be obtained on approximate 5-ft depth intervals from zero to 50 ft. Beyond 50 ft, representative soil samples would be obtained at approximate 10-ft depth intervals to the terminal depths of the borings. A sample of our drilling log is attached as Plate 2.

Confining layers may be present beneath the site within the proposed depths of the investigation. With this scenario and near-surface contamination, surface casing may be required to prevent cross contamination of a lower aquifer. The City of Oxford Engineer and Bureau of Pollution Control would be notified of any proposed modification prior to the installation of the well.

Upon completion of drilling and sampling, monitor wells would be installed in the four borings if groundwater is encountered. These monitor wells would be used to effectively monitor the groundwater levels and to obtain samples for analytical laboratory testing. The proposed locations for the installation of the monitor wells are illustrated on Plate 1. However, the locations of the monitor wells and soil borings shown on Plate 1 may be altered based on data developed in the field.

The monitor wells would be installed such that the top of the screen would be above the observed groundwater level to allow monitoring of phase product on the groundwater, if any is present. In all monitor wells, the well materials would consist of 4-in. Triloc PVC as manufactured by Brainard-Kilman. The well screens would be approximately 20 ft in length and have No. 10 slot sizes. If a longer screened interval is required, the City of Oxford and the Bureau of Pollution Control would be notified of the change in design prior to the installation of the monitor well. A sand filter would be

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tremied around the screen and would extend to approximately 1 ft to 2 ft above the top of the screen. Approximately 2 ft of bentonite pellets or a 10-ft thick plug of bentonite slurry would be installed above the sand filter to provide a positive seepage barrier. A cement-bentonite grout would be placed in the annulus of the monitor well and extend to the ground surface. The grout would be placed from the bottom to the surface using the tremie method. A locking cap would be provided for security and to protect the well from damage. Additionally, above-ground protective covers would be installed over the monitor well to prevent surface water infiltration and to provide additional protection from damage. A 2-ft by 2-ft concrete pad would also be placed around the protective shroud for added protection of the well and to prevent surface water infiltration. A copy of our well construction form is attached as Plate 3. After installation, the monitor wells would be developed using a submersible pump.

In order to prevent cross contamination between borings, the drilling and sampling equipment would be decontaminated between boring locations. The drilling and sampling equipment would include drill pipes, augers, drill bits, Shelby tubes and split-spoons. The decontamination procedures will be accomplished by thoroughly cleaning the equipment with a steam cleaner and washing with a non-phosphate detergent. The equipment would then be rinsed with distilled water and isopropyl alcohol. The drill pump would also be flushed with a non-phosphate detergent.

Approximately 7 to 10 days would be allowed from the date of installation of the monitor wells and the time groundwater samples are obtained for laboratory testing. Prior to sampling the monitoring wells for testing, the wells would be purged using a submersible pump or bailer. Purging procedures would be continued until either three well volumes had been removed or until the monitor well is pumped dry. Any equipment introduced into the monitor well would be decontaminated. Decontamination of the equipment would consist of rinsing with a non-phosphate detergent, isopropyl alcohol and rinsed with distilled water. After the monitor wells recharge, a sample would be obtained for analytical laboratory testing.

The groundwater samples would be placed in clean glass sample bottles and identified with a label. The bottles would be filled in such a manner to eliminate the headspace prior to replacing the cap. The groundwater sample container would be turned upside down and placed in an ice chest with ice to prevent volatilization of organic vapors. The groundwater samples, along with a chain-of-custody form, will be transported to Southern Technical Laboratory for analyses. A copy of our chain-of-custody form is attached as Plate 4. The groundwater samples will be analyzed for various volatile organics, compounds and metals. The parameters are listed on Plate 5.

After the field and laboratory data have been completed and analyzed, an engineering report would be prepared presenting our findings. The report would include boring locations, logs of each boring, volatile organic levels observed in the field, laboratory test data, geologic information for the area, hydrogeologic interpretations of the data, and including direction and

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rate of groundwater movement recommendations and conclusions. Additionally, all water wells within a one-mile radius of the site would be identified using information provided by the Mississippi Bureau of Land and Water Resources and the United States Geological Survey, Groundwater Division. A map which shows the locations of these wells would be included in this report. Six copies of the engineering report would be submitted.

Based on the scope of work, the estimated cost for the proposed study is \$38,074.28. A summarization of the charges are attached as Plates 6 and 7. Any changes in the scope of work would be in accordance with our current contract.

We appreciate the opportunity to submit this proposal and look forward to working with you on this interesting project. If you would like for us to perform the investigation, we would appreciate a verbal or written response indicating your acceptance of the proposed scope of the study, the estimated fee and the attached General Conditions under which the work would be performed.

Very truly yours,

WARE LIND FURLOW ENGINEERS, Inc.

Charles R. Furlow

Charles R. Furlow, P. E.

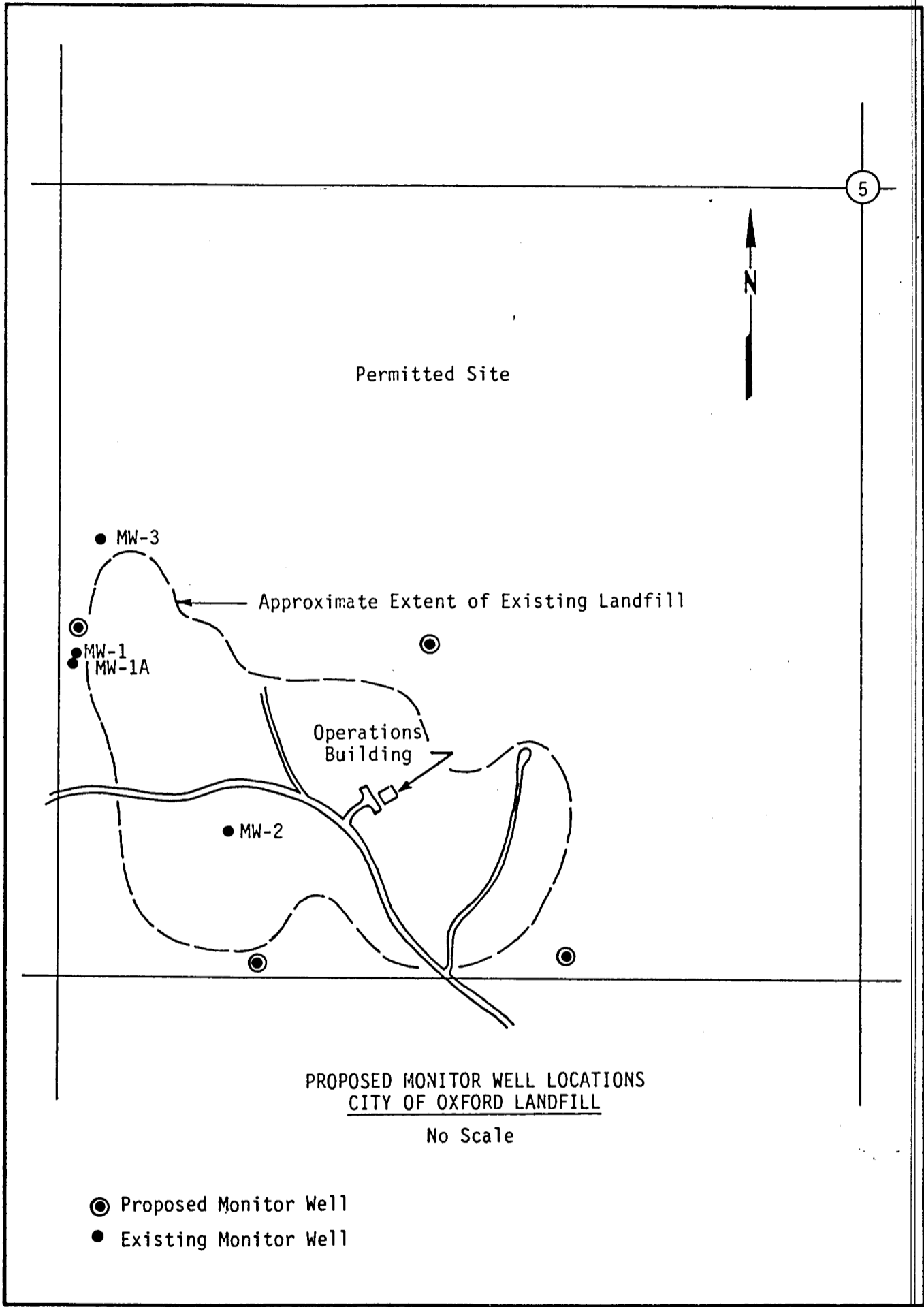
John E. Malanchak

John E. Malanchak, P. G.

CRF/jem/tls

DEMENT—MERIDIAN 55-8185

Plan No. 205 (251) 200 80



MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

LOG OF BORING NO. 1 ABC CORPORATION WEST, MISSISSIPPI

TYPE: 6-1/4 in. ID Hollow Stem

LOCATION: See Plate 1

FOR USE BY JOB OR BY EXAMPLE.

DEPTH, FT.	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT LB/CU FT	COHESION, KIPS/80 FT			FID, FPM
						PLASTIC LIMIT	WATER CONTENT, %	LIQUID LIMIT	
0			Stiff tan and light gray silty clay						0
5									17
10			Medium dense tan fine sand with silty clay laminae	20					55
15				25					60
20				23					78
25									
30									
35									
40									
45									
50									

Geologist: R. Jones
Driller: J. Robinson

COMPLETION DEPTH: 25.0 ft
DATE: 6/30/95

DEPTH TO WATER IN BORING: 7 ft
DATE: 7/1/95

WARE LIND FURLON
ENGINEERS

PLATE 2

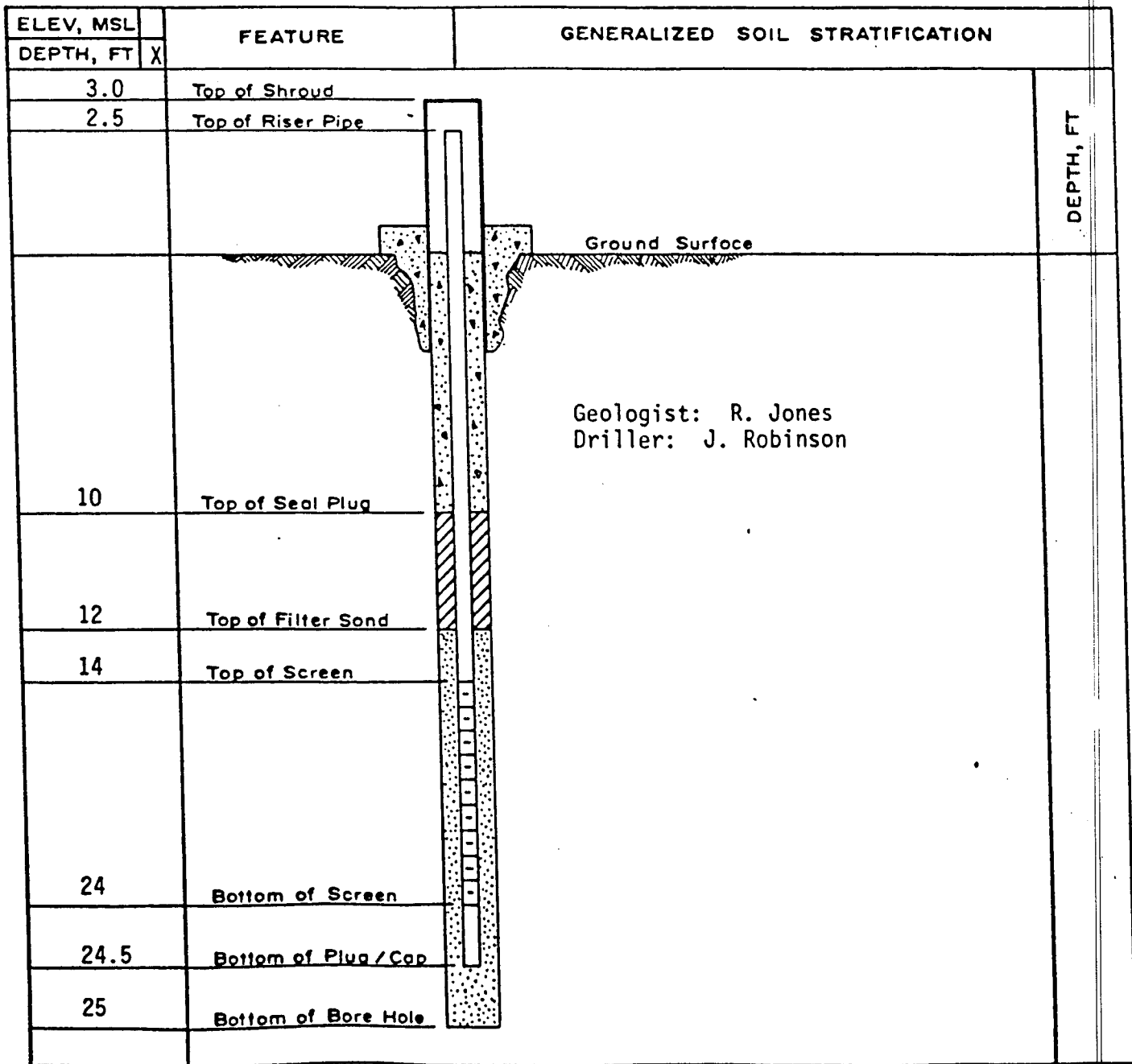
MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

LOG OF GROUNDWATER OBSERVATION WELL

Project & Location ABC Corporation Groundwater Assessment West, Mississippi
 Client ABC Corporation Date of Report July 10, 1995

Observation Well No. 1 Date Completed July 1, 1995 Technician R. Jones
 Riser Pipe: Material PVC Diameter 2 in. Type of Joints Flush/Threaded
 Screen: Material PVC Slot Size .010 Diameter 2 in. Length 10 ft
 Diameter of Borehole 6 in. Type of Filter Pack Silica Sand
 Method of Placement of Filter Material Tremie Pipe
 Type of Seal Above Screen Bentonite Pellets Backfill Above Seal Cement/Bentonite
 Drilling Mud Not used. Fresh Water Flush Before Setting Well Screen Yes
 Well Developed by Bailer Development Time 1.0 hrs
 Groundwater Level @ 2 hrs 12 @ 24 hrs - Other -



DATE TIME

Ware Lind Furlow Engineers, Inc.
 859 Pear Orchard Road
 Jackson, MS
 601/956-4467

CHAIN OF CUSTODY
 AND
 ANALYSIS REQUEST

Laboratory: XYZ Technologies
 Address : Jackson, MS
 Phone : 555-2112

WLFE Contact: R. Jones

Lab Contact: G. Liddy

Project No.	Project Name:			No.	ANALYSIS REQUIRED						REMARKS
					V	B	T				
Collector's Name:				Of	O	T	P				
Sample Identification					Cont.	C	X	H			
95011	ABC Corporation West, MS										
R. Jones											
		Date	Time								
B-1, S-6		6/30/95	1300	3	X	X	X				Soil
Relinquished by:		Date	Time	Received by:							
Robert Jones		6/30/95	1700	Gene Liddy							

PLATE 4

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT—MERIDIAN 55-8185

Form No. 304 (8/81)

ANALYTICAL PARAMETERS
GROUNDWATER TESTING
CITY OF OXFORD
OXFORD, MISSISSIPPI

pH	dissolved arsenic
total organic carbon (TOC)	dissolved barium
total organic halogens (TOX)	dissolved cadmium
total dissolved solids (TDS)	dissolved chromium
specific conductivity	dissolved lead
total chlorides	dissolved mercury
total sulfates	dissolved selenium
total phenols	dissolved silver
total nitrates	dissolved manganese
dissolved iron	

acrolein	1, 2-dichloropropane
acrylonitrile	1, 3-dichloropropene
benzene	ethylbenzene
bromoform	methyl bromide
carbon tetrachloride	methyl chloride
chlorobenzene	methylene chloride
chlorodibromomethane	1, 1, 2, 2-tetrachloroethane
chloroethane	tetrachloroethylene
2-chloroethylvinyl ether	toluene
chloroform	1, 2-trans-dichloroethylene
dichlorobromomethane	1, 1, 1-trichloroethane
1, 1-dichloroethane	1,1,2-trichloroethane
1, 2-dichloroethane	trichloroethylene
1, 1-dichloroethylene	vinyl chloride

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

UNIT COSTS

Mobilization or Crew and Equipment

Transportation from our yard to jobsite and return		
350 miles drill rig, water truck, pickup truck		
and 3-man crew @ \$3.25/mi	\$1137.50	
700 miles (2 trips) 3-man crew and pickup		
@ \$2.10/mi	<u>1470.00</u>	\$ 2,607.50

Subsistence Allowance

Meals and lodging for crew		
3-man crew: 10 days @ \$150.00/day	1500.00	
2-man crew: 5 days @ \$100.00/day	<u>500.00</u>	2,000.00

Drilling, Sampling and Other Field Operations

Soil borings with 3-in. OD Shelby tube or		
ASTM split-spoon samples at standard intervals		
of 5 ft to a depth of 50 ft and at 10-ft depth		
intervals from 50-ft to 100-ft depths		
520 ft @ \$13.75/ft	7150.00	
Ream borings to 8-in. diameter and install		
monitor wells to 125 ft		
40 hrs crew and equipment @ \$150.00/hr . . .	<u>6000.00</u>	13,150.00

Well Development and Miscellaneous Services

Well development, groundwater sampling		
and groundwater measurements		
20 hrs @ \$100.00/hr	2000.00	
Mileage: 700 miles (2 trips) @ \$1.40/mi . . .	980.00	
Decontamination of drill rig and soil		
sampling equipment:		
16 hrs @ \$100.00/hr	<u>1600.00</u>	4,580.00

Well Materials (Tri-Loc Schedule 40 PVC)

Screen: (8) 10'x4" @ \$78.20/ea	625.60	
Riser Pipe: (40) 10'x4" @ \$48.59/ea	1943.60	
(4) 5'x4" @ \$31.34/ea	125.36	
Bottom Plugs: 4 @ \$11.50/ea	46.00	
Male Caps: 4 @ \$11.50/ea	46.00	
Cement: 120 sacks @ \$7.00/ea	840.00	
Bentonite Powder: 12 sacks @ \$7.50/ea	90.00	
Bentonite Pellets: (4) 5-gal containers		
@ \$40.00/ea	160.00	
Sand: 40 sacks @ \$4.00/ea	160.00	
Sacrete: 12 sacks @ \$4.00/ea	<u>48.00</u>	
	4084.56	
plus 5% shipping	<u>204.22</u>	4,288.78

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

From the MINUTE

Equipment Rental

OVA-GC: 8 days @ \$100.00/day	800.00	
Steam Cleaner: 11 days @ \$52.00/day	572.00	
Surveying Equipment: 2 days @ \$50.00/day	100.00	
Submersible Pump: 3 days @ \$100.00/day	300.00	
Generator: 3 days @ \$50.00/day	<u>150.00</u>	
		1,922.00

Laboratory Analysis

4 samples @ \$1000.00/ea		4,000.00
------------------------------------	--	----------

Meetings and Report

C. Furlow (Principal): 15 hrs @ \$95.00/hr	1425.00	
J. Malanchak (Senior Geologist):		
60 hrs @ \$62.50/hr	3750.00	
C. Nowell (Drafting): 6 hrs @ \$30.00/hr	180.00	
T. Sundo (Clerical): 6 hrs @ \$28.50/hr	<u>171.00</u>	
		<u>5,526.00</u>

TOTAL ESTIMATE: \$38,074.28

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT—MERIDIAN 55-8185

GENERAL CONDITIONS FOR ENGINEERING SERVICES

Ware Lind Furlow Engineers, Inc. (WLFE)
of Mississippi

1. **Right of Entry.** The CLIENT will provide for right of entry of WLFE and all necessary equipment to the project site from time to time in order to complete the work. While we will take all reasonable precautions to minimize damage to the property, it is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

2. **Buried Utilities.** CLIENT will furnish to WLFE information identifying the type and location of utility lines and other man-made objects beneath the site's surface. WLFE will take reasonable precautions to avoid damaging these man-made objects. If requested in writing by CLIENT, WLFE will, prior to penetrating the site's surface, furnish to CLIENT a plan indicating the locations intended for these penetrations with respect to what WLFE has been told are the locations of utilities and other man-made objects beneath the site's surface. CLIENT will approve the location of these penetrations prior to their being made and CLIENT will authorize WLFE to proceed. CLIENT agrees to waive any claim against WLFE, and to defend, indemnify and hold WLFE harmless from any claim or liability for injury or loss allegedly arising from WLFE's damaging underground utilities or other man-made objects that were not called to WLFE's attention or which were not properly located on plans furnished to WLFE. CLIENT further agrees to compensate WLFE for any time spent or expenses incurred by WLFE in defense of any such claim, in accordance with WLFE's prevailing fee schedule and expense reimbursement policy.

3. **Discovery of Unanticipated Hazardous Materials.** Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. WLFE and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. WLFE and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for WLFE to take immediate measures to protect human health and safety, and/or the environment. WLFE agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages WLFE to take any and all measures that in WLFE's professional opinion are justified to preserve and protect the health and safety of WLFE's personnel and the public, and/or the environment, and CLIENT agrees to compensate WLFE for the additional cost of such work. In addition, CLIENT waives any claim against WLFE, and agrees to indemnify, defend and hold WLFE harmless from any claim or liability for injury or loss arising from WLFE's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate WLFE for any time spent and expenses incurred by WLFE in defense of any such claim, with such compensation to be based upon WLFE's prevailing fee schedule and expense reimbursement policy.

4. **Aquifer Contamination.** Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which WLFE will perform on CLIENT's behalf, CLIENT waives any claim against WLFE, and agrees to defend, indemnify and hold WLFE harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. CLIENT further agrees to compensate WLFE for any time spent or expenses incurred by WLFE in defense of any such claim, in accordance with WLFE's prevailing fee schedule and expense reimbursement policy.

5. **Notification of Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a site, WLFE is required to take appropriate precautions to protect the health and safety of their personnel, to comply with applicable laws and regulations, and to follow procedures that WLFE deems prudent to minimize physical risks to employees and the public. CLIENT hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed WLFE in writing.

6. **Definition of Hazardous Materials.** Hazardous materials include any materials, in whatever form or state, that are known or suspected to jeopardize human health and safety, through exposure of any kind, including, but not being limited to, contact, inhalation, ingestion, absorption, or radiation, as well as materials classified as environmental pollutants or contaminants. Such materials shall include but not be limited to those listed in various federal laws and regulations, as well as state or local laws and regulations.

7. **Disposal of Samples.** Soil, rock, water and/or other samples obtained from the PROJECT site are the property of CLIENT. WLFE shall preserve such samples for no longer than forty-five (45) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from WLFE's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which WLFE is exposed, CLIENT agrees to waive any claim against WLFE, and to defend, indemnify and hold WLFE harmless from any claim or liability for injury or loss arising from WLFE's containing, labelling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate WLFE for any time spent and expenses incurred by WLFE in defense of any such claim, with such compensation to be based upon WLFE's prevailing fee schedule and expense reimbursement policy.

8. **Ownership of Instruments of Service.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by WLFE as instruments of service shall remain the property of WLFE. WLFE shall retain these records for a period of five (5) years following submission of its report, during which period they will be made available to CLIENT at all reasonable times.

9. **Standard of Care.** Services performed by WLFE under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

10. **Confidentiality.** WLFE agrees to keep confidential and not to disclose to any person or entity, other than WLFE's employees and subcontractors, without the prior consent of CLIENT, all data and information not previously known to and generated by WLFE, or furnished to WLFE and marked CONFIDENTIAL by CLIENT in the course of WLFE's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to WLFE, or which were acquired by WLFE independently from third parties not under any obligation to CLIENT to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of WLFE, nor shall they be interpreted to in any way restrict WLFE from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. CLIENT agrees that WLFE may use and publish

CLIENT's name and a general description of WLFE's services with respect to the project in describing WLFE's experience and qualifications to other clients and prospective clients. CLIENT also agrees that any patentable or copyrightable concepts developed by WLFE as a consequence of his service hereunder are the sole and exclusive property of WLFE.

11. **Indemnification.** WLFE agrees to hold harmless and indemnify CLIENT from and against liability arising from WLFE's negligent performance of the work. It is specifically understood and agreed that in no case shall WLFE be required to pay an amount disproportional to its culpability, or any share of any amount levied to recognize more than actual economic damages.

12. **Limitation of Liability.** The CLIENT agrees to limit WLFE's liability to the CLIENT and all construction contractors and subcontractors on the project arising from its professional acts, errors or omissions, such that its total aggregate liability to all those named shall not exceed \$50,000 or its total fee for the services rendered on this project, whichever is greater. The CLIENT further agrees to require of the contractor and his subcontractors an identical limitation of WLFE's liability for damages suffered by the contractor or the subcontractor arising from its professional acts, errors or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of WLFE's professional acts, errors or omissions.

13. **Joint and Several Liability.** A hazardous condition, or hazardous materials, could preexist at a project site making it possible that the concept of joint and several liability could be construed to make WLFE partly, or wholly, responsible for damages created directly, or indirectly, by the hazardous condition, or materials. CLIENT agrees that it would be unfair for WLFE to be exposed to such an action because WLFE had nothing whatsoever to do with the creation of the hazardous condition or placement of the hazardous materials. Accordingly, CLIENT waives any claim against WLFE and agrees to defend, indemnify and hold WLFE harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would in any manner hold or seek to hold WLFE responsible for creating a hazardous, or hazardous materials condition, or permitting one to exist. CLIENT also agrees to compensate WLFE for any time spent and expenses incurred by WLFE in defense of any such claim.

14. **Insurance.** WLFE declares that it maintains workers' compensation and employer's liability insurance of a form and in an amount as required by state law; comprehensive general liability and automotive liability insurance with limits of two million dollars (\$2,000,000.00), and professional liability insurance with a limit of one million dollars (\$1,000,000.00). CLIENT recognizes that the insurance market can be erratic and WLFE cannot guarantee that it will be able to maintain the coverages identified above. WLFE warrants that it will endeavor to do so, within the context of prudent business practices, and will notify CLIENT of any change in coverage no later than ten (10) calendar days after it becomes aware of such change. If coverage is withdrawn, or if WLFE decides to drop coverage because a replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, WLFE and CLIENT shall confer as to alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

15. **Information Provided by Others.** WLFE shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to WLFE such information as is available to CLIENT. CLIENT recognizes that it is impossible for WLFE to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information. According, CLIENT waives any claim against WLFE, and agrees to defend, indemnify and hold WLFE harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to WLFE by CLIENT. Further, CLIENT agrees to compensate WLFE for any time spent or expenses incurred by WLFE in defense of any such claim, with such compensation to be based upon WLFE's prevailing fee schedule and expense reimbursement policy.

16. **Termination.** CLIENT or WLFE may terminate this AGREEMENT for reasons considered sufficient by either party. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, CLIENT shall within thirty (30) calendar days of termination remunerate WLFE for services rendered and costs incurred, in accordance with WLFE's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables, and so on.

17. **Assigns.** Neither the CLIENT nor WLFE may delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of the other party.

18. **Disputes.** In the event that a dispute should arise relating to the performance of the services to be provided under this AGREEMENT, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of the AGREEMENT may be decided through Mediation/Arbitration, as adopted and described by the Association of Soil and Foundation Engineers. The parties further agree that CLIENT will require, as a condition for participation in the project and their agreement to perform labor or services, that all CONTRACTORS, SUBCONTRACTORS, SUBSUBCONTRACTORS and MATERIALMEN, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties, shall agree to this procedure.

19. **Survival of Obligations.** All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and WLFE shall survive the completion of the services hereunder and the termination of this AGREEMENT.

20. **Time Bar to Legal Action.** All legal actions by either party against the other for breach of this AGREEMENT or any addendum to it, or for failure to perform in accordance with the applicable standard of care, or that are essentially based upon such breach or such failure, shall be barred after five (5) years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after six (6) years have passed from the date by which WLFE substantially completed its services. Substantial completion shall be defined to mean completion of construction monitoring services as called for hereunder, unless WLFE's services shall be terminated earlier. After six years have passed from the date of substantial completion, CLIENT agrees to defend, indemnify and hold WLFE harmless from any claim or liability for injury or loss allegedly arising from WLFE's failure to perform in accordance with the applicable standard of care. In addition, CLIENT agrees to compensate WLFE for any time spent or expenses incurred by WLFE in defense of any such claim, with compensation to be based upon WLFE's prevailing fee schedule and expense reimbursement policy.

Ware Lind Furlow Engineers, Inc.
Form No. 119 (March 1987)

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

DISPATCHER
POLICE DEPARTMENT:

Upon the recommendation of Chief White, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize the employment of Forest Gail Jones as Dispatcher for the Police Department at an annual salary of \$13,490.00 (\$518.85 bi-weekly) effective August 23, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESIGNATION
TOM RAWSON - PATROLMAN:

It was moved by Alderman Lamar, seconded by Alderman Jones to accept the resignation of Tom Rawson, Patrolman. All the aldermen voting aye, Mayor Leslie declared the motion carried.

REPLACEMENT PATROLMAN:

Upon the request of Chief White, it was moved by Alderman Lamar, seconded by Alderman Jones to look over all applications on file and recommend a replacement at the next board meeting. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SCHOOL CROSSING GUARD:

Upon the request of Chief White, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize advertisement for employment of School Crossing Guard with the salary to be reimbursed by the school. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

EMPLOYMENT OF
RESERVE POLICE OFFICER:

Upon the recommendation of Chief White, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize Frank Bainbridge to serve as a Reserve Police Officer.

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

TRAFFIC - OLD TAYLOR
ROAD - WHIRLPOOL ROAD:

Chief White reported that since the last board meeting, he had met with Larry Chambers of the Electric Department to discuss traffic light at Old Taylor Road-Whirlpool Road. After studying the situation, it is believed that 3-way stops wo;; be better than a light.

It was moved by Alderman Jones, seconded by Alderman Lamar to authorize the 3-way stops as recommended.

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

POLICY FOR CITY
EMPLOYEES ATTENDING SCHOOL:

There came on for discussion the policy for City employees to attend school. After much discussion, this matter was continued until the board meets on Friday.

CITY HALL
AIR CONDITIONER:

Lloyd McClendon, Superintendent of the Electric Department reported on the air conditioner for City Hall.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

JOHN O. LESLIE, Mayor
ED CARDWELL, Alderman
DEVON JONES, Alderman
LLOYD H. MCCLENDON, Superintendent

CITY OF  OXFORD
ELECTRIC DEPARTMENT

P. O. BOX 827, OXFORD, MISSISSIPPI 38655 PHONE 601/232-2373; FAX 601/232-2375

July 16, 1990

To: Mayor Leslie
Alderman Cardwell
Alderman Jones
Alderman Lamar
Alderman Reeves
Alderman Smith

From: Lloyd McClendon

Subj: Air Conditioner at City Hall

In order to make a long story short, I was in the process of obtaining specifications for a new chiller when I discovered that the existing compressor was only three years old (it was a rebuilt installed approximately three years ago). I began asking why should the City go to all the expense of purchasing a new chiller when the bulk of that purchase will go toward the purchase of a new compressor when the current compressor is relatively new? No-one knew the answer. I therefore took it upon myself to contact a Carrier Representative and asked for a listing of what was wrong and what it would take to fix it. Below is a result of his findings.

1. There were five (5) freon leaks. Four of these leaks were fixed, the fifth is in the heat exchanger and cannot be repaired. This last leak will be watched but the prevailing theory is that it should not cause much of a problem. Estimated cost to replace a heat exchanger is \$14,000.00. If it is determined that this unit should be replaced, perhaps the best alternative would be to purchase a whole new system (heat exchanger, compressor and cooling tower).

2. The compressor was not working properly. It is believed that this is due to:

- A. Low oil pressure and/or...
- B. Low freon.

Concerning 2A. "Low Oil Pressure": The Carrier representative changed the oil. The last report is that the oil level is correct and everything appears to be working fine.

Concerning 2B. "Low Freon": The freon was low due to the leaks explained in Item #1. As explained above, these leaks have been fixed. No cost is included for these items.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

3. A protection device caled a "differential freeze-up valve" was not operating. It appears that this valve was installed backwards and this is believed to have been done on the original installation. The purpose of this valve is to prevent the compressor from damage due to a freeze-up of the water. The fact that this value was installed backwards did not cause any damage because this unit is equipped with a total of three (3) backup systems. The other two systems were checked and are working. Estimated costs: \$200.00

4. The starting relays are burned and should be replaced. This condition is due to normal wear use and the replacement is planned for this winter. Estimated cost: \$200.00

5. Water temperature control valves are old and should be replaced. Estimated cost: \$300.00

SUMMARY: The system was checked out by a Carrier Factory Representative and has worked satisfactorily since that time. There is still a problem with the humidity within the building. There are two recommendations:

The first recommendation is to wait and see what happens with the freon leak in the heat exchanger. If it turns out that it is just a little leak, keep the freon up to an acceptable level. If the leak turns out to be major, replace the entire system. Please keep in mind that it would take a minimum of three weeks to advertise, one week for approval and approximately six weeks for delivery. With that time table the best option is to wait.

The second recommendation is to review the situation this fall and if the decision is to keep the existing unit, repair the necessary relays and valves. Total estimated cost is \$700.00.

The third recommendation is to change the oil in the compressor as suggested by the Carrier Rep. The Electric Department changed the oil a couple of weekends ago and another oil change is scheduled for this fall. Estimated costs for both oil canges is \$400.00.

C:\GENERAL\AIR-CON.WR1

It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize payment of bills incurred for repair of air conditioner on a 50-50 basis (City General and Oxford Electric Department and that we continue to monitor the system to determine what needs to be done. All the aldermen voting aye, Mayor Leslie declared the motion carried.

270
MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT - MERIDIAN 55-8185

CONTRACT TO COLLECT MOTOR VEHICLE AD VALOREM TAXES

This agreement made and entered into on the date indicated below by and between the City of Oxford, Mississippi, a municipal corporation, hereinafter called "CITY" and the County of Lafayette, Mississippi, hereinafter referred to as "COUNTY", on behalf of the Lafayette County Tax Assessor and Tax Collector, hereinafter referred to as "COLLECTOR".

Witnesseth:

Whereas, pursuant to the terms and provisions of Chapter 588, General Laws of Mississippi, 1958, and the amendments thereto, CITY has elected to prepare and has prepared for the taxable year beginning October 1, 1990, its separate assessments schedule of motor vehicles in the City of Oxford, Mississippi, and

Whereas, the previous tax collector of Lafayette County, Mississippi, has heretofore collected said ad valorem taxes for CITY, and COLLECTOR has experienced personnel and has the equipment and facilities with which to efficiently collect CITY'S taxes for the taxable year of 1990 and by virtue thereof, can collect said taxes more economically than could CITY, and

Whereas, the collections of ad valorem taxes on motor vehicles within the City of Oxford and the Oxford Municipal Separate School District will fall into the bracket established by said Chapter 588 of three percent (3%), which percentage is inadequate to meet the expenses of the collection of said taxes and, in order to induce COUNTY to assume the additional obligation of collecting its taxes, city is willing to increase the fee to the COUNTY to a flat-overall fee of five percent (5%) of the amount collected for the City of Oxford and the Oxford Municipal Separate School District; and

Whereas, CITY is of the opinion that it would be the best interest of the general public to pay COUNTY to collect motor vehicle and ad valorem taxes for the taxable year beginning October 1, 1990.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT—MERIDIAN 55-8185

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived here from the parties hereto do hereby mutually agree and bind themselves, as follows:

1. COUNTY agrees to have COLLECTOR collect for the taxable year beginning October 1, 1990, all ad valorem taxes due the City of Oxford and Oxford Municipal Separate School District on all motor vehicles on which he, as tax collector of Lafayette County, Mississippi, collects State and County ad valorem taxes. In determining the amount of tax to be collected on such vehicle, COLLECTOR shall use the valuation of the motor vehicles as set forth on the assessments schedule of said CITY, as amended, the levies to be made by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, on the 4th day of September, 1990, for municipal ad valorem taxes for said CITY and the Oxford Municipal Separate School District. All such taxes shall be collected by COLLECTOR as the same time such State and County ad valorem taxes are collected.

2. For having said taxes collected for CITY, CITY, shall pay to COUNTY as compensation for services rendered hereunder five percent (5%) of the total amount of such taxes collected by COLLECTOR at the time of the remittance of such collections to the CITY as hereinafter provided.

3. COUNTY agrees to faithfully account for and deliver to CITY all of the money collected by COLLECTOR, his employees, agents, servants, and clerks on behalf of CITY and the Oxford Municipal Separate School District on or before the 20th day of the month following that in which the funds are so collected, provided, however, that in making said monthly settlements the COUNTY may deduct therefrom its compensation as provided in this agreement and account for the same at the time of such remittance.

4. COUNTY agrees to furnish CITY true and exact copies of all reports required to be made to the motor vehicle comptroller, the Commissioner of Public Safety, and the State Tax Commission of the State of Mississippi at the same time said reports are required to be made to said Mississippi departments.

MINUTE BOOK No. 39, CITY OF OXFORD

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5. Nothing herein contained shall be construed to limit the right of the CITY to pursue, prosecute and enforce the payment of all ad valorem taxes and penalties by those who are delinquent, if any, and those who have made false representations, if any, or otherwise have evaded the payment of said taxes.

6. All of the applicable provisions of Chapter 588, General Laws of Mississippi, 1958, and the amendments thereto are hereby incorporated in this contract by reference to the same extend as if they were set forth herein for all purposes, except that where any of the provisions of said act conflict with or are different to the expressed provisions of this agreement, that the provisions hereof shall be binding on the parties hereto.

Executed in duplicate on this the _____ day of _____, A.D.

CITY OF OXFORD

BOARD OF SUPERVISORS
LAFAYETTE COUNTY

BY: _____
MAYOR

BY _____
PRESIDENT

ATTEST:

ATTEST:

CITY CLERK

CHANCERY CLERK

(SEAL)

(SEAL)

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT—MERIDIAN 55-8185

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, DECLARING ITS INTENTION TO PROVIDE ITS PRO RATA SHARE OF THE OPERATION OF THE OXFORD-LAFAYETTE COUNTY VOCATIONAL-TECHNICAL CENTER (OXFORD-LAFAYETTE COUNTY BUSINESS AND 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 \$105,090 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 1990-91 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, Mississippi, 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, the Mayor and Board of Aldermen declare its intention to levy taxes in the amount of \$105,090 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 4, 1990 at 7:00 p.m. If twenty percent (20%) of the qualified electors of the

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

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 an 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 favor the additional levy for school purposes. If a majority of the qualified electors of the Oxford Municipal Separate School District voting in such election approves the levying of the additional taxes, then the levy shall be made within the manner, form and time as required by law. If no such petition is filed with the City Clerk of the City of Oxford, then said levy 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.

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Alderman Lamar made the motion which was seconded by Alderman Smith 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 7, 1990, 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 Jones voted aye
- Alderman Reeves voted aye
- Alderman Lamar voted aye
- Alderman Smith voted aye
- Alderman Cardwell voted aye

Approved, this the 7th day of August, 1990.

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

ATTEST:

/s/ Virginia H. Chrestman
VIRGINIA H. CHRESTMAN, CITY CLERK

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ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize approval of the Accounts as presented with the addition of payment to Lafayette County Tax Collector \$44.90 and City of Oxford \$90.83 for 1989 tax due on property purchased from Freed Hardeman, Dwight Sparks Construction Company \$4,950.00 and Lloyd McClendon \$369.00 for travel expenses.

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

TAX CORRECTION:

It was moved by Alderman Cardwell, seconded by Alderman Lamar to authorize refund to First National Bank for overpaid advalorem tax on Parcel 97K 33 34 for 1986 - \$431.40; 1987 - \$431.41; 1988 - \$426.15 and to correct the assessment for 1989 based on recommendation from Tax Collector, Ralph Roy and petition filed with Board of Supervisors of Lafayette County.

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

CONTRACT WITH
STATE HIGHWAY DEPARTMENT:

It was moved by Alderman Lamar, seconded by Alderman Reeves to approve Contract and Agreement with the State Highway Department for high mast lighting system and to authorize the Mayor and Clerk to execute the Contract and Agreement.

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

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CONTRACT AND AGREEMENT

This Contract and Agreement, made and entered into by and between the State Highway Commission of Mississippi, hereinafter styled the Highway Department, party of the first part; and the City of Oxford, Mississippi, party of the second part.

W I T N E S S E T H:

WHEREAS, the City of Oxford desires the interchanges at the intersections of State Routes 6 and 7; 7 & University; 7 & Sisk, and 7 & Highway 30 be lighted by the "high mast" lighting system, and

WHEREAS, the Highway Department has determined that it will be in the best interest of the traveling public that said interchanges be lighted by the "high mast" lighting system.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ITEM I

The Highway Department will let a contract for the installation of the "high mast" lighting system for the interchange at State Routes 6 & 7. The system to be completed and in working order to comprise a fully operational unit to satisfactorily light the said interchange to acceptable and current standards. Said cost of installation to be paid by the Highway Department. It is to be understood and agreed by both parties that further "high mast" lighting of the interchanges at University & 7; 7 & Sisk; and 7 and Highway 30 will be at a future date when funding is available.

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ITEM II

The City of Oxford, Mississippi, prior to the letting of the contract in ITEM I above, will execute this CONTRACT AND AGREEMENT, and upon the completion of said project for the "high mast" lighting of the interchange at State Routes 6 & 7 by the Highway Department, will accept, assume, and "take-over" for complete maintenance the "high mast" lighting system at the Intersection of State Routes 6 and 7. The City of Oxford further agrees to take over for complete maintenance and upkeep the future "high mast" lighting systems at the interchanges of 7 & University; 7 & Sisk, and 7 & State Route 30 as they are completed; and, as further consideration for the above "high mast" lighting system, the City of Oxford will accept, assume, and "take-over" for complete maintenance the in-place lighting systems at the following intersections on the Oxford Bypass:

1. Oxford Business Connection on the West End of the Bypass.
2. The Coliseum Interchange at the University Entrance.
3. The Old Taylor Road Interchange.
4. The Old State Route 7 Interchange.

Said responsibility for maintenance shall include replacement parts and any other components required to maintain the systems and keep such systems in good operating conditions. Cost of electrical service to light the existing four (4) systems shall be borne by the Highway Department. Upon completion of the "high mast" lighting system at the interchange at 6 & 7, the City of Oxford shall bear the cost of electrical service to light same. Future cost for electrical service on the "high mast" lighting for the interchanges at 7 & University; 7 & Sisk; and 7 & State Route 30 shall be borne by the City of Oxford.

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ITEM III

The Highway Department will grant to the City of Oxford, an easement to, over, and on the right of way necessary to reach the locations of all the systems listed above, including the buried electrical cable locations to maintain same as may be required.

IN WITNESS WHEREOF, the Highway Department and the City of Oxford, Mississippi, each binds himself, or successors, and assigns to the other party of this CONTRACT AND AGREEMENT, and to the successors, and assigns to the other party in respect of all covenants of this CONTRACT AND AGREEMENT. This CONTRACT AND AGREEMENT is executed in duplicate originals on the _____ day of _____ 1990.

FOR THE CITY OF OXFORD, MISSISSIPPI

MAYOR

ATTEST:
(SEAL)

FOR THE MISSISSIPPI STATE HIGHWAY DEPARTMENT

DIRECTOR

ATTEST:
(SEAL)

Recorded in Book No. _____, Page No. _____.

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DEMENT-MERIDIAN 55-8185

STRIPING SOUTH LAMAR
AND UNIVERSITY AVENUE:

Connie Lagrone, City Engineer reported that the Neel Schaffer firm does not recommend the low angle parking on South Lamar.

It was moved by Alderman Lamar, seconded by Alderman Reeves to stripe South Lamar as recommended by the study and that a letter be written to Mr. Jimmy Johnson with a copy of the study attached.

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

It was moved by Alderman Reeves, seconded by Alderman Lamar to stripe University Avenue with four lanes.

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

AGREEMENT
WASTE MANAGEMENT
OF MS, INC.:

It was moved by Alderman Cardwell, seconded by Alderman Lamar to authorize the Mayor to execute in duplicate the following agreement.

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

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AGREEMENT

THIS AGREEMENT is made this _____ day of August, 1990, by and between Waste Management of Mississippi, Inc. ("Waste Management") a Mississippi corporation and the City of Oxford, Mississippi ("City") acting by and through its Board of Aldermen.

WITNESSETH:

WHEREAS, Waste Management desires to explore the possibility of submitting a proposal to the City for the acquisition of approximately 160 acres which includes the Oxford Sanitary Landfill ("Property") which Property is described more particularly on Exhibit A attached hereto; and

WHEREAS, the City desires to receive a proposal from Waste Management for the acquisition of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually understood and agreed as follows:

1. The term of this Agreement shall be from the date of this Agreement through January 1, 1991.

2. The City agrees to give Waste Management access to data pertaining to the Property including but not limited to maps, reports, correspondence, orders, permits, evaluations and surveys.

3. Waste Management shall have the privilege at any time until January 1, 1991 of going upon the Property with Waste Management's agents, representatives, consultants or designees to inspect, examine, survey and make test borings, soil boring tests, groundwater monitoring tests and other engineering, environmental, or landscaping tests or surveys which it may deem necessary to determine whether it wishes to submit a proposal to acquire the Property. Waste Management shall indemnify and hold City harmless from and against any and all claims for death or injury to persons or damage to property arising out of or resulting from Waste Management's entry onto the Property pursuant to the provisions of this paragraph or otherwise. This indemnity shall survive any termination of this Agreement. Waste Management shall promptly restore the Property to its condition on the date hereof to the extent practicable after all such tests or surveys are completed.

4. Waste Management shall not be required to conduct any specific engineering, environmental or landscaping tests or surveys under this Agreement. Waste Management shall conduct only those tests it deems necessary to evaluate the Property for a potential acquisition. In the event Waste Management elects to install groundwater monitoring wells for purposes of evaluating the Property and does not make a proposal for acquisition of the Property or makes a proposal and is not successful in acquiring the Property, the City may direct Waste Management to leave the wells on the Property, wherein the City shall take title to the wells "AS IS." Thereafter, Waste Management

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shall have no responsibility for any aspect of groundwater monitoring or groundwater monitoring wells including but not limited to the proper installation and operation of the wells.

5. The City reserves the right to conduct environmental, engineering or such other tests as it may deem necessary on the Property simultaneously with the tests conducted by Waste Management. The City's right to conduct such testing shall take priority over Waste Management's right to test in a given area if simultaneous testing at such area is not feasible.

6. Waste Management agrees to keep any test results or other evaluation materials generated by or for Waste Management or obtained from the City pursuant to this Agreement confidential and agrees to disclose the material only to a limited number of directors, officers and employees who need the information to determine whether Waste Management wishes to make a proposal for the Property. Waste Management agrees that the test results and other evaluation material derived from such results shall be kept confidential for a period of five years from the date of submission of the material unless one of the following events occurs first:

- (i) The Property is acquired by Waste Management;
- (ii) The evaluation material becomes generally available to the public other than as a result of disclosure by Waste Management, its representatives, subsidiaries or affiliates;
- (iii) The information is known to Waste Management, its agents, advisors or representatives prior to its obtaining of the information under the terms of this Agreement; or
- (iv) The information becomes available to Waste Management on a nonconfidential basis from a source which is entitled to disclose it.

7. Waste Management agrees to make available to the City all field and lab data generated by or for Waste Management, in the course of conducting any engineering, environmental or landscaping tests or surveys on the Property during the period of this Agreement.

8. The City agrees to make available to Waste Management for review all field and lab data generated by the City, its agents, consultants or employees in conducting any engineering, environmental or landscaping tests or surveys on the Property during the period of this Agreement.

9. During the term of this Agreement and during the pendency of any proposal by Waste Management to acquire the Property, the City shall notify Waste Management upon receipt of any notice of violation, compliance order, consent decree, inspection report or complaint of any nature relating to the Property or the City's ownership or operation thereof.

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10. Waste Management either shall submit its proposal for acquisition of the Property to the City or advise the City that it does not intend to submit a proposal for acquisition of the Property no later than January 1, 1991.

11. This Agreement is not an offer to submit a proposal to the City on the Property in question nor is it an offer to acquire the Property in question.

12. All notices, requests and other communications hereunder shall be deemed to have been given when deposited in the United States mail in a sealed envelope, postage prepaid, certified mail, and addressed as follows:

To Waste Management: Waste Management of North Mississippi
341 Franklin Road
Tupelo, Mississippi 38801
Attn: General Manager

with a copy to: Regional General Counsel
Waste Management of North America, Inc.
2600 Delk Road, Suite 200
Marietta, Georgia 30067

if to City: Honorable John Leslie, Mayor
City of Oxford
107 South Lamar
Oxford, Mississippi 38655

with a copy to: VIRGINIA C HRESTMAN, CITY CLERK
CITY OF OXFORD
107 SOUTH LAMAR
OXFORD, MS 38655

IN WITNESS WHEREOF, City and Waste Management have caused this instrument to be executed as of the date and year indicated below.

WASTE MANAGEMENT OF MISSISSIPPI, INC.

By: _____
Its: _____

CITY OF OXFORD, MISSISSIPPI

By: John D. Leslie
Its: Mayor
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oxford.agr

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT - MERIDIAN 55-8185

Executive Session was requested for a Personnel Matter.

EXECUTIVE SESSION:

It was moved by Alderman Reeves, seconded by Alderman Lamar to remain in Executive Session to discuss a Personnel Matter. All the aldermen voting aye, Mayor Leslie declared the motion carried.

City Clerk Chrestman announced to the Public that the Board voted to remain in Executive Session to discuss a Personnel Matter.

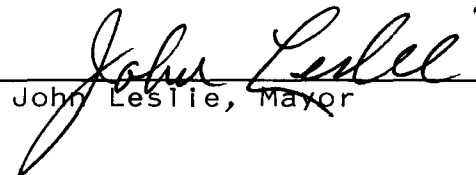
REGULAR SESSION:

It was moved by Alderman Reeves, seconded by Alderman Lamar to return to regular session. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RECESS TO MEET:

It was moved by Alderman Reeves, seconded by Alderman Lamar to recess to meet at 4:00 p.m. Friday, August 10, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

RECESS MEETING

4:00 p.m. Friday, August 10, 1990

CALL TO ORDER:

Pursuant to that order of August 7, 1990, the Mayor and Board of Aldermen of the City of Oxford, Mississippi did meet on Friday, August 10, 1990 at 4:00 p.m. in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 Devon Jones - Alderman Ward I
 Pat Lamar - Alderman Ward III
 Ed Cardwell - Alderman At-Large
 Jim Reeves - Alderman Ward II
 Bernie Smith - Alderman Ward IV
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Lloyd McClendon - Superintendent of
 Oxford Electric
 Billy White - Chief of Police
 Connie Lagrone - City Engineer
 Ben Smith - Director of Planning &
 Development

LUMINARIES & POSTS
FOR CITY SQUARE:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize the Oxford Electric Department to pay for light fixtures and poles for the City Square for three years and that at the end of three years, the city consider buying them from the Electric Department and that the budget of the Oxford Electric Department be amended by \$20,000.00 to allow the purchase.

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

Pursuant to the Notice to Bidders, in the Oxford Eagle on July 26 and August 2, 1990, the following bids were received and opened at 10:00 a.m.:

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TABULATION OF BIDS FOR LUMINAIRES AND POSTS OPENED 8/10/90

VENDORS	SUN VALLEY	DEL TIME	SPRING CITY	DEL TIME	TENN. VALLEY	DEL TIME
LUMINAIRE V	\$269.00	3 WKS	\$360.00	8 WKS	\$337.50	4 WKS
LUMINAIRE III	\$269.00	3 WKS	\$360.00	8 WKS	\$337.50	4 WKS
CAST IRON 4 POST	NO BID		\$875.00	10 WKS	\$913.90	4 WKS
CAST IRON 3 POST	NO BID		\$875.00	10 WKS	\$912.35	4 WKS
CAST ALUM.4 POST	\$697.00	NO DEL	\$875.00	10 WKS	\$751.60	5 WKS
CAST ALUM.3 POST	\$775.00	NO DEL	\$875.00	10 WKS	\$783.80	5 WKS
EXTRUDED 4 POST	\$395.00	3 WKS	\$515.00	10 WKS	\$526.80	5 WKS
EXTRUDED 3 POST	\$470.00	3 WKS	\$540.00	10 WKS	\$559.00	5 WKS

VENDORS	SUN VALLEY	DEL TIME	SPRING CITY	DEL TIME	TENN. VALLEY	DEL TIME
CAST IRON 4 POST W/LUMINAIRE	NO BID		\$46,930.00	10 WKS	\$47,553.20	4 WKS
CAST IRON 3 POST W/LUMINAIRE	NO BID		\$11,115.00	10 WKS	\$11,248.65	4 WKS
TOTAL CAST IRON>	0		\$58,045.00		\$58,801.85	
CAST ALUM.4 POST W/LUMINAIRE	\$36,708.00	NO DEL	\$46,930.00	10 WKS	\$41,385.80	5 WKS
CAST ALUM.3 POST W/LUMINAIRE	\$9,396.00	NO DEL	\$11,115.00	10 WKS	\$10,091.70	5 WKS
TOTAL CAST ALUM>	\$46,104.00		\$58,045.00		\$51,477.50	
EXTRUDED 4 POST W/LUMINAIRE	\$25,232.00	3 WKS	\$33,250.00	10 WKS	\$32,843.40	5 WKS
EXTRUDED 3 POST W/LUMINAIRE	\$6,651.00	3 WKS	\$8,100.00	10 WKS	\$8,068.50	5 WKS
TOTAL EXTRUDED>	\$31,883.00		\$41,350.00		\$40,911.90	

It was moved by Alderman Lamar,
seconded by Alderman Reeves to authorize
the purchase of Cast Aluminum from
Tennessee Valley at a cost of
\$51,477.50 with a five week delivery
from the date of purchase order.
All the aldermen voting aye, Mayor
Leslie declared the motion carried.

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DEMENT-MERIDIAN 55-8185

USE OF CITY LANDFILL:

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize Conner Vick from Batesville and Richard Cobb of Mid-South Waste Disposal of Clarksdale to use the city landfill until October 1, 1990. The vote was as follows:

Voting aye - Lamar, Reeves, Smith

Voting No - Cardwell, Jones

Motion carried.

ORDINANCE 1990-8:

It was moved by Alderman Smith, seconded by Alderman Jones to adopt Ordinance 1990-8, "AN ORDINANCE TO AMEND SECTIONS 31-22 AND 31-24, OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI, TO INCREASE WATER RATES AND SEWER RATES RESPECTIVELY". Said Ordinance is recorded in Ordinance Book 4 at pages 462-463. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ORDINANCE 1990-9:

It was moved by Alderman Lamar, seconded by Alderman Reeves to adopt Ordinance 1990-9, "AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OXFORD, MISSISSIPPI, 1971, SO THAT CERTAIN PROPERTY OF QUIDA MASSENGILL IS REZONED FROM R-A RESIDENTIAL TO R-C MULTI-FAMILY RESIDENTIAL". Said Ordinance is recorded in Ordinance Book 4 at pages 465-466.

The vote was as follows:

Voting aye - Smith, Jones, Reeves,
Lamar

Voting No - Cardwell

Motion carried.

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RESTAURANT CONSUMPTION PERMIT:

It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize Restaurant Consumption Permit for Smitty's Steak & Seafood House. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EDUCATIONAL LEAVE:

Lloyd McClendon presented proposed Educational Benefits Program for City employees.

It was moved by Alderman Reeves to table the policy concerning educational leave.

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

SEWER LINE AT HOSPITAL:

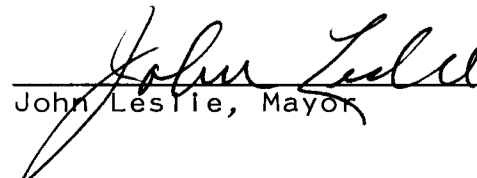
City Engineer, Connie Lagrone discussed with the board a sewer line that is on the hospital property that shows up on city records, but was not shown on plans for construction of hospital. The contractor did not know about the line and has asked that the city move the line.

It was moved by Alderman Reeves, seconded by Alderman Smith to deny the city paying for the moving of the sewer line at the hospital. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADJOURNMENT:

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


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

AUGUST 16, 1990

8:00 a.m.

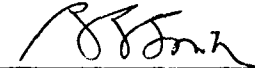
The following Notice was served by Officer Steve Bramlett. A copy of the Notice was posted on the Front Door of City Hall.

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, We, the undersigned aldermen, 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, AUGUST 16, 1990 at 8:00 a.m., in the City Hall for the transaction of important business. The business to be acted upon at the Special Meeting called is consideration of the following:

Authorization of change order to construction contract for Belk Street regarding length and cost of pilings.

This the 15th day of August, 1990


Alderman


Alderman

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 Tom Bivens on Aug 15, 1990 at 4:25pm.



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 Deven Jones on Aug 15, 1990 at 4:55pm.



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 Pat C. Camp on Aug 15, 1990 at 8:11pm.



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 Mayor John O. Leslie on _____ at _____.

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DEMENT-MERIDIAN 55-8185

CALL TO ORDER:

Pursuant to the Notice of Special Meeting, the Mayor Protempore and Board of Aldermen did convene in the Board Room of City Hall when and where the following were present:

Patricia C. Lamar, Mayor Protempore
Presiding

Devon Jones - Alderman Ward I

Jim Reeves - Alderman Ward II

Bernie Smith - Alderman Ward IV

Ed Cardwell - Alderman At-Large

Connie Lagrone - City Engineer

Ben Smith - Director of Planning
& Development

Larry Britt - Engineer - Elliott
& Britt Engineering

Hattie B. Simmons - Deputy Clerk

After the meeting was called to order, the following business was transacted:

CHANGE ORDER TO CONTRACT
BELK STREET:

There came before the board the matter of construction of the bridge across Burney Branch Creek on Belk Street. Test pilings for the bridge indicated that longer pilings would be required to obtain the required bearing load for the bridge. Mr. Larry Britt, Elliott & Britt Engineering, explained to the board the procedures for driving test piles and the calculations for determining the required length. The estimated

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CHANGE ORDER CONTINUED:

cost of the additional length is \$12,617.00 with the final cost to be determined by the actual length needed to obtain proper bearing strength.

After discussion, it was moved by Alderman Smith, seconded by Alderman Cardwell to authorize the change order as requested authorizing the contractor to install pilings up to seventy feet in length.

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

ADJOURNMENT:

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



Virginia H. Chrestman, City Clerk
Hattie B. Simmons, Deputy Clerk



John Leslie, Mayor
Patricia C. Lamar, Mayor Protempore

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DEMENT-MERIDIAN 55-8185

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

REGULAR MEETING

7:00 p.m. August 21, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 p.m. Tuesday, August 21, 1990 in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 Devon Jones - Alderman Ward I
 Jim Reeves - Alderman Ward II
 Patricia C. Lamar - Alderman Ward III
 Bernie Smith - Alderman Ward IV
 Ed Cardwell - Alderman At-Large
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Billy White - Chief of Police
 Terry McDonald - Fire Chief
 Ernie Walker - City Shop Foreman
 Allen Jones - Director of Parks &
 Recreation
 Ben Smith - Director of Planning &
 Development
 Lloyd McClendon - Superintendent of
 Oxford Electric

ADOPT AGENDA:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to adopt the printed agenda with the addition of six items. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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DEMENT-MERIDIAN 55-8185

MINUTES:

There being no additions or corrections, the minutes of August 7, 10 and 16, 1990 were approved as printed.

TABULATION OF BIDS FOR GASOLINE, DIESEL FUEL, OIL AND ANTIFREEZE:

Pursuant to the Public Notice in The Oxford Eagle on July 30, August 6 and 13, 1990 for bids for gasoline, diesel fuel, oil, grease, transmission fluid and anti-freeze, the following bids were received and opened at 2:00 p.m.:

SAYLE OIL

ENGINE OIL	\$181.50	55 gal drum	\$.83 qt
HYDRAULIC FLUID	\$179.30	55 gal drum	\$.82 qt
90 WEIGHT GEAR LUBRICANT	\$197.84	55 gal drum	\$.90 qt
AUTO TRANS FL DEXTRON II	\$196.35	55 gal drum	\$.89 qt
AUTO TRANS FL TYPE F	\$196.35	55 gal drum	\$.89 qt
ANTIFREEZE	\$4.00	gal	
TRACTOR HYDRAULIC FLUID	\$152.90	55 gal drum	\$.70 qt
BRAKE FLUID	NO BID		
LUBRICANT GREASE	\$28.40	5 gal can	\$1.42 qt
WHEEL BEARING GREASE	NO BID		
30 WEIGHT OIL	\$22.80	24 can case	\$.95 qt
2 CYCLE OIL	\$26.35	24 can case	\$1.10 8 oz
FREON	NO BID		

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SPARKS AUTO

ENGINE OIL	\$247.98	55 gal drum	\$1.13 qt
HYDRAULIC FLUID	\$150.00	55 gal drum	\$.68 qt
90 WEIGHT GEAR LUBRICANT	\$210.82	55 gal drum	\$.96 qt
AUTO TRANS FL DEXTRON II	\$217.26	55 gal drum	\$.99 qt
AUTO TRANS FL TYPE F	\$217.26	55 gal drum	\$.99 qt
ANTIFREEZE	\$4.50	gal	
TRACTOR HYDRAULIC FLUID	\$258.08	55 gal drum	\$1.17 qt
BRAKE FLUID	\$54.82	5 gal can	\$2.74 qt
LUBRICANT GREASE	\$40.82	5 gal can	\$2.04 qt
WHEEL BEARING GREASE	\$40.82	5 gal can	\$2.04 qt
30 WEIGHT OIL	\$32.16	24 can case	\$1.34 can
2 CYCLE OIL	\$21.36	24 can case	\$.89 can
FREON	\$167.50	30 lb tank	\$5.58 lb

City Shop Foreman Ernie Walker explained that the Sayle Oil Co. bid met the specifications as it was the only bid for the required period of time. It was moved by Alderman Lamar, seconded by Alderman Reeves to accept the bid of Sayle Oil Company and to authorize Mr. Walker to obtain quotes on the items not bid firm as the item is needed. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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EARTHQUAKE INSURANCE:

There came on for consideration earthquake insurance. The estimated premium for \$6,087,700 coverage is \$2,435.00.

It was moved by Alderman Smith, seconded by Alderman Lamar to put the premium in the budget for next year.

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

JIM ANDERSON
FIRST REGIONAL LIBRARY:

Jim Anderson, Director of the First Regional Library came before the Board to request an increase in the allocation for the library. He requested \$23,200.00. Mayor Leslie advised him that we are currently working on the budget and will consider the request.

RON SHAPIRO:

Ron Shapiro came before the Mayor and Board of Aldermen to discuss recycling. Ron stated that he is very interested in this project and has researched what other cities are doing. He has talked with EPA and feels that grants are available for recycling. There is a gentleman in Jackson who is very knowledgeable on recycling who will come to Oxford and share information with the Board. His fee is \$200.00 plus expenses.

Ron offered to pay the fee and expenses if the board will take time to hear the presentation. It was moved by Alderman Lamar, that Ron invite the gentleman at his expense to attend the next board meeting (September 4). All the aldermen voting aye, motion carried.

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EDUCATIONAL
LEAVE POLICY:

It was moved by Alderman Reeves, seconded by Alderman Lamar to remove from the table and discuss the educational leave policy. All the aldermen voting aye, Mayor Leslie declared the motion carried.

Ben Smith submitted a proposal to grant regular full-time employees with approval of Department Head up to 3 semester hours of paid educational leave per semester to develop job-related skills.

Lloyd McClendon requested that in addition to the time off that the City consider paying tuition and cost of books so that we can be competitive with other agencies who offer this benefit to their employees. After discussion this matter was continued to be studied with the preparation of the budget.

SIGN REGULATIONS:

Ben Smith reported that the Planning Commission has completed their review of the sign regulations for Oxford and is ready to recommend an ordinance. A certified letter has been received from Jack H. Pittman representing three companies engaged in the advertising business in Oxford stating that they are aggrieved by the decision of the Planning Commission.

It was moved by Alderman Lamar, seconded by Alderman Jones to set the Public Hearing for September 18, 1990 at 7:00 p.m. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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ORDINANCE 1990-10:

It was moved by Alderman Lamar, seconded by Alderman Reeves to adopt Ordinance 1990-10, "AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OXFORD, MISSISSIPPI, 1971, SO THAT CERTAIN PROPERTY OF JIM ESTES IS REZONED FROM AGRICULTURAL TO R-A SINGLE FAMILY RESIDENTIAL". Said Ordinance is recorded in Ordinance Book 4 at pages 468-469. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT
TWO (2) EMPLOYES IN THE
ELECTRIC DEPARTMENT:

Upon the recommendation of Lloyd McClendon, it was moved by Alderman Lamar, seconded by Alderman Reeves to authorize the employment of Terry Miller and Dennis Driver as Groundsman and Meter Reader at the rate of \$5.25 per hour. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR BUILDING
TRUCK SHED AT WAREHOUSE:

Lloyd McClendon presented proposed plans for the building of a truck shed at the warehouse. It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize advertisement for bids for the building. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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ENGINEERING PROPOSALS
FOR ELECTRIC DEPARTMENT:

Lloyd McClendon presented each board member with three proposals from engineering firms to make a primary electrical distribution study for the Electric Department. He requested that the proposals be studied and considered at the next board meeting.

IN HOUSE BILLING SYSTEM
FOR THE ELECTRIC DEPARTMENT:

Lloyd McClendon discussed with the board the possibility of an in-house billing system. CSA currently charges \$42,000.00 per year for the billing service.

It was moved by Alderman Lamar, seconded by Alderman Smith to authorize Mr. McClendon to make this study on his own and to present it to the board if he can assure us that it is cost effective.

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

ELECTRIC DEPARTMENT
ANNUAL REPORT:

Superintendent Lloyd McClendon presented the Mayor and each board member with a copy of the TVA Annual Report.

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to approve the accounts as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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REQUEST FOR EXTRA
HOURS FOR ON-PREMISE
PERMIT HOLDERS:

There came on for consideration a request for On-Premise Permit Holders to remain open until 2:00 a.m. on September 9, 1990 to accomodate persons attending the Ole Miss-Memphis State Game on September 8, 1990.

It was moved by Alderman Smith, seconded by Alderman Lamar to make this request to the ABC. The vote was as follows:

Voting aye - Smith, Lamar

Voting No - Reeves, Jones, Cardwell

The motion failed.

SECRETARY FOR THE
ENGINEERING DEPARTMENT:

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize advertisement for employment of a Secretary for the Engineering Department as a replacement for Debbie Waller who will be leaving to get married.

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

REQUEST FROM WASTE
MANAGEMENT TO USE
CITY LANDFILL:

There came on for consideration a request from Larry McCollough of Waste Management to use the city landfill to dump household waste from Tallahatchie County. It was moved by Alderman Lamar, seconded by Alderman Reeves to allow Waste Management to use the city landfill as requested not to exceed 5,000 cubic yards per month at the rate of \$4.50 per cubic yard until October 1, 1990. The vote was as follows:

Voting aye - Smith, Reeves, Lamar

Voting No - Jones, Cardwell

Mayor Leslie declared the motion carried.

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RESERVE POLICE OFFICERS:

It was moved by Alderman Jones, seconded by Alderman Reeves to authorize Gregory Allen Pettis and Rusty Scott Raspberry to serve as Reserve Police Officer. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TRAILER FOR POLICE RANGE:

Chief White advised the board that the hospital is willing to give the Police Department the trailer that is behind the hospital if the city can move it.

It was moved by Alderman Reeves, seconded by Alderman Jones to authorize the movement of the trailer at a cost not to exceed \$200.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

INCREASED GARBAGE FEES:

It was moved by Alderman Lamar, seconded by Alderman Smith to authorize City Attorney Ed Perry to prepare Ordinance increasing garbage fees for the coming year based upon increased expenditures at the landfill.

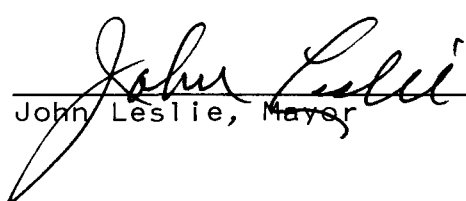
All the aldermen voting aye, Mayor Leslie declared the motion carried.

RECESS:

It was moved by Alderman Smith, seconded by Alderman Lamar to recess to meet at 4:00 p.m., Monday, August 27, 1990.

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


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

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DEMENT—MERIDIAN 55-8185

RECESS MEETING

4:00 p.m. Monday, August 27, 1990

CALL TO ORDER:

Pursuant to that order of August 21, 1990, the Mayor and Board of Aldermen of the City of Oxford, Mississippi did meet on Monday, August 27, 1990 at 4:00 p.m. in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 Devon Jones - Alderman Ward I
 Jim Reeves - Alderman Ward II
 Patricia C. Lamar - Alderman Ward III
 Bernie Smith - Alderman Ward IV
 Ed Cardwell - Alderman At-Large
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Steve Beatty - Superintendent of Sanitation
 Ben Smith - Director of Planning and Development
 Billy White - Chief of Police
 Terry McDonald - Fire Chief
 Lloyd McClendon - Superintendent of Oxford Electric
 Connie Lagrone - City Engineer
 David Bennett - Superintendent of Wastewater Treatment

WHIRLPOOL CORPORATION:

Wayne Apple from Whirlpool Corporation came before the Board to discuss road and fence at Whirlpool. It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize the road to be rerouted to come in behind the water tank and to authorize a fence across city property where the water tank is located; that the city be furnished with a construction easement for the proposed road from Old Taylor Road to the Parking Lot; that a survey of the portion of land deeded

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WHIRLPOOL CORPORATION
CONTINUED:

back to the city from Whirlpool in 1956 be furnished along with a survey and description of that portion of land the city will give back to whirlpool. The Board expressed to Mr. Apple that the city is willing to work with Whirlpool on this project. All the aldermen voting aye, Mayor Leslie declared the motion carried.

LIBRARY:

It was moved by Alderman Lamar, seconded by Alderman Smith that we authorize a .75 mill levy for the library and that the \$5,280.00 be deleted from the General Fund Budget for 1990-91. All the aldermen voting aye, Mayor Leslie declared the motion carried.

BUDGET WORK SESSION:

The Mayor and Board continued to discuss the proposed budgets for 1990-91. It was decided to delete the \$107,100 requested by the Park Commission for improvements other than building and discuss this request with the Park Commission at a later time. Department Heads were instructed to figure 7% increase on the personnel line but the Board will have the option of how to disburse it among the employees (cost of living, merit, etc.).

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BILLBOARD MORATORIUM:

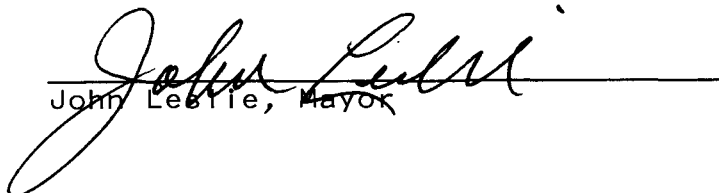
It was moved by Alderman Smith, seconded by Alderman Lamar to extend the moratorium on billboards in Oxford indefinitely until such time as new regulations are adopted.

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

ADJOURNMENT:

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


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

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

REGULAR MEETING

7:00 p.m. September 4, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 p.m. Tuesday, September 4, 1990 in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
 Devon Jones - Alderman Ward I
 Jim Reeves - Alderman Ward II
 Patricia C. Lamar - Alderman Ward III
 Bernie Smith - Alderman Ward IV
 Ed Cardwell - Alderman At-Large
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Debbie McLarty - Tax Assessor
 Billy White - Chief of Police
 Ernie Walker - City Shop Foreman
 Connie Lagrone - City Engineer
 David Bennett - Superintendent of
 Wastewater Treatment
 Ben Smith - Director of Planning &
 Development
 Allen Jones - Director of Parks &
 Recreation
 Lloyd McClendon - Superintendent of
 Oxford Electric

ADOPT AGENDA:

It was moved by Alderman Lamar, seconded by Alderman Smith to adopt the agenda as printed with the deletion of Item 19 and the addition of Items 21-25. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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MINUTES:

There being no additions or corrections, the minutes of August 21 and 27, 1990 were approved as printed.

ACCOUNTS:

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

RECYCLING:

Bob Kochtitsky came before the Mayor and Board of Aldermen to talk about recycling. He encouraged Oxford to be the first in the State to offer curbside recycling. He outlined procedures to be used for this project. He introduced Mr. Fooks who works with Lafayette Industries who is interested in Warehousing and Marketing the recyclable materials. He also suggested that other adjoining cities might be interested in a regional center for the processing plant. Mayor Leslie thanked him for coming to make the presentation at the request of Ron Shapiro.

WATER & SEWER
INCREASE:

Guy Turnbow addressed the Mayor and Board concerning the proposed increase in Water and Sewer rates. He questioned the 30-day notice for the increase. Mayor Leslie explained that the increase is necessary to meet regulations imposed by the EPA.

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NATURAL GAS SERVICE
TO ALL RESIDENTS OF
OXFORD:

Alvin Chambliss came before the Mayor and Board of Aldermen to request that the city support a resolution for extending natural gas service to all residents of the Molly Barr Community in Oxford. Residents of the area stood and identified themselves. Mr. Chambliss is requesting that the city use power of persuasion in this matter.

This matter was continued until the Mayor has an opportunity to talk with the Public Service Commission.

NEEL-SCHAFFER:

Randy Thompson of Neel-Schaffer came before the Board to discuss his firm conducting research on a regional landfill. They would approach this by getting an inter-local agreement with the University, County and City of Oxford. The fee would be on a per capita basis. No action was taken on this request.

PUBLIC HEARING
1990-91 BUDGET:

Mayor Leslie announced that tonight has been advertised as the Public Hearing for the 1990-91 Budget. This is the time for citizens to make comments. No comments were made.

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REPORT ON
1990 CENSUS:

Ben Smith, Director of Planning and Development reported that the preliminary figures provided by the Census is 9,929. Ben has checked the figures and as of today he has found 141 dwelling units not counted by the Census and that somewhere around 300 additional persons should be added to the Census. This information will be forwarded to the Census Bureau.

RESIGNATION
PAUL WEBB:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to accept the resignation of Paul Webb, Patrolman effective September 7, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EMPLOYMENT
2 PATROLMEN:

Upon the recommendation of Chief White, it was moved by Alderman Jones, seconded by Alderman Lamar to authorize the employment of Gregory Allen Pettis effective 9-8-90 and Edward Lee Hood effective 9-10-90 as Patrolman at a salary of \$554.62 bi-weekly for six month probationary period and \$583.81 after six months.

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

RESOLUTION
MILLS FOR B & I:

It was moved by Alderman Lamar, seconded by Alderman Smith to adopt the following Resolution:

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RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF OXFORD, MISSISSIPPI, DECLARING
AN ADDITIONAL 2.05 MILLS LEVY FOR SCHOOL PURPOSES

WHEREAS, on August 7, 1990, the Mayor and Board of Aldermen of the City of Oxford, Mississippi, unanimously 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 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 1990-91 school session; and,

WHEREAS, said resolution was passed as required by and pursuant to law, and particularly Section 37-7-409 Mississippi Code of 1942, annotated, and amendments thereof; 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 16, 21, and 28, 1990.

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 2.05 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 1990-91 school session.

Section 2. That such levy shall be made and collected within the manner, form and time as required by law, as provided in Section 37-7-409, Mississippi Code of 1972, Annotated, and amendments thereto.

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Section 3. That the Mayor and Board of Aldermen 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 1990-91 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.

The motion to adopt the foregoing resolution was duly seconded and the motion having received the affirmative vote of all of the members of the Board of Aldermen present, the Mayor declared the motion carried and the resolution adopted, this the 4th day of September, 1990.

/s/ John O. Leslie
John O. Leslie, Mayor

ATTEST:

/s/ Virginia H. Chrestman
Virginia H. Chrestman, City Clerk

(SEAL)

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CITY EMPLOYMENT POLICY:

City Clerk Virginia Chrestman reported that the Mississippi Municipal Association with the assistance of Phelps, Dunbar, etal, will develop an employee policy for the City of Oxford for a cost of \$750.00. They have requested that someone from the city come to the MMA office on 9-13-90.

After discussion, it was decided to continue this matter for further study and to determine if another date would be available.

CHARGE FOR COLLECTION OF OXFORD SCHOOL DISTRICT TAXES:

There came on for discussion House Bill 780 and the amount to charge the Oxford City Schools for collection of taxes. It was moved by Alderman Smith, seconded by Alderman Lamar to charge 5% of the amount of ad valorem requested by the school for this service. This 5% will be added and Mills levied from the entire district.

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

ORDINANCE INCREASING SANITATION CHARGES:

It was decided to continue this matter until Tuesday, the 11th at 4:00 p.m.

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JOINT POLE USE AGREEMENT
WITH SOUTH CENTRAL BELL:

Upon the recommendation of Lloyd McClendon, it was moved by Alderman Lamar, seconded by Alderman Jones to authorize the execution of Joint Pole Use Agreement as presented with South Central Bell.

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

CONSULTING FIRM FOR
ENGINEERING STUDY
FOR ELECTRIC DEPARTMENT:

Upon the recommendation of Lloyd McClendon, it was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize the employment of Deas, Eldridge & Busby from Jackson to make a primary Electrical Distribution Study for the Electric Department at a cost of \$23,000.00.

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

ELECTRIC DEPARTMENT
ACCOUNTS:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize approval of the Electric Department Accounts as presented.

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

INTERN
POLICE DEPARTMENT:

It was moved by Alderman Lamar, seconded by Alderman Smith to authorize Randal Fernandez to serve as an Intern for the Police Department.

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

SALARY ADJUSTMENTS
CITY SHOP:

Ernie Walker discussed with the Board status changes for the City Shop. He wants to name Tommy Cobb as his assistant and put him on salary basis; adjust secretary's salary as she is operating computer and adjust lube man to a mechanic trainee. This will be considered with the 1990-91 budgets.

PLANTS FOR ISLANDS:

It was moved by Alderman Lamar, seconded by Aldermen Cardwell to authorize the purchase of plants for the three islands on the square based on quotes received by purchasing the individual plant from the lowest quotation.

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

EXECUTIVE SESSION:

It was suggested to have an executive session for a personnel matter.

It was moved by Alderman Cardwell, seconded by Alderman Jones to declare an executive session for a personnel matter.

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

It was moved by Alderman Lamar, seconded by Alderman Reeves to go out of executive session.

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

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RECESS MEETING:

It was moved by Aldermen Lamar,
seconded by Alderman Jones to
recess to meet at 4:00 p. m.
Tuesday, September 11, 1990.
All the aldermen voting aye,
Mayor Leslie declared the motion
carried.


Virginia H. Chrestman, City Clerk


John O. Leslie, Mayor

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RECESS MEETING

4:00 P.M. Tuesday, September 11, 1990

CALL TO ORDER:

Pursuant to that order of September 4, 1990, the Mayor and Board of Aldermen of the City of Oxford, Mississippi did meet on Tuesday, September 11, 1990 at 4:00 p.m. in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - presiding
 Devon Jones - Alderman Ward I
 Jim Reeves - Alderman Ward II
 Pat Lamar - Alderman Ward III
 Bernie Smith - Alderman Ward IV
 Ed Cardwell - Alderman-At-Large
 Ed Perry - City Attorney
 Virginia H. Chrestman -City Clerk
 Debbie McLarty - Tax Assessor
 Billy White - Chief of Police
 Terry McDonald - Fire Chief
 Ernie Walker - City Shop Foreman
 Lloyd McClendon - Supt. of Electric Dept.
 David Bennett - Supt. Treatment Plant
 Connie Lagrone - City Engineer
 Ben Smith - Director of Planning
 Allen Jones - Director of Parks & Recreation

NATURAL GAS SERVICE:

It was moved by Alderman Jones, seconded by Alderman Lamar to let Entex and Alvin Chambliss work out their problems concerning natural gas service for the residents of Molly Barr Road area. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESOLUTION IN MEMORY OF LUCIUS L. WILLIAMS:

It was moved by Alderman Cardwell, seconded by Alderman Jones to adopt the following resolution in memory of Lucius L. Williams, Jr. All the aldermen voting aye, Mayor Leslie declared the motion carried.

DEMENT-MERIDIAN 55-8185

RESOLUTION

from
the MAYOR and
BOARD of ALDERMEN
City of Oxford

IN MEMORY OF

LUCIUS L. WILLIAMS, JR.

WHEREAS, Dr. Lucius L. Williams, Jr. died on the 8th day of September, 1990; and

WHEREAS, he served with distinction in the Oxford Housing Authority from April 1978 to June 1988; and

WHEREAS, he served as Chairman of the Oxford Housing Authority from April 1981 to May 1985; and

WHEREAS, he worked diligently to see that every segment of the Oxford community had a voice in formulating public housing policy; Therefore be it

RESOLVED, that the Mayor and Board of Aldermen at a recess meeting on September 11, 1990, recognize the meaningful contributions of Dr. Lucius Williams to the Oxford-University community; and be it

RESOLVED further, that this Board and Mayor express its heartfelt sympathy to his widow, Willie Mae, and to his children Lucius Daryl, John Patrick and Darlene Washington; and be it

RESOLVED further, that a copy of this resolution be spread upon the minutes of the Board of Aldermen and a copy be forward to Mrs. Willie Mae Williams

Mayor _____

Date September 11, 1990

Board of Aldermen _____

DEMENT-MERIDIAN 55-8185

ORDINANCE 1990-11:

There came on for consideration Ordinance 1990-11 "AN ORDINANCE TO AMEND SECTION 12-25, OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI TO INCREASE THE MONTHLY GARBAGE COLLECTION FEE FOR RESIDENTIAL UNITS AND FOR EACH BUSINESS, COMMERCIAL OR INDUSTRIAL UNIT SHARING A DUMPSTER." Several citizens were in the audience and expressed concern over the proposed increased charges. They wanted the Mayor and Board of Aldermen to reward citizens who are voluntarily recycling. It was moved by Alderman Lamar, seconded by Alderman Smith to adopt the ordinance. Said ordinance is recorded in Ordinance Book 4, at pages 471-472. All the aldermen voting aye, Mayor Leslie declared the motion carried and the ordinance adopted.

TAC TRAINING SEMINAR
JACKSON, MS.:

Upon the request of Chief White, it was moved by Alderman Jones, seconded by Alderman Lamar to authorize Tim Wood and Danny Tutor of the Police Department to attend a two and one-half day seminar in Jackson at the Mississippi Highway Patrol Headquarters. All the aldermen, voting aye, Mayor Leslie declared the motion carried.

TRAINING SCHEDULE
FOR THE POLICE DEPT.:

Chief White presented the 1991 Training Schedule for Advanced/Specialized courses and for Hazardous Materials. It was moved by Alderman Lamar, seconded by Alderman Jones to adopt this schedule and authorize personnel in the Police Department to attend the required training. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

OFFICERS OF OXFORD POLICE
DEPARTMENT TO TEACH
COURSES:

Upon the request of Chief White, it was moved by Alderman Smith, seconded by Alderman Lamar to authorize officers from the Oxford Police Department to teach classes or courses of instructions at the Mississippi Law Enforcement Academy or for other law enforcement agencies upon request. All the aldermen voting aye, Mayor Leslie declared the motion carried.

DETECTIVES FROM
OXFORD POLICE DEPT.
TO ASSIST OTHER
LAW ENFORCEMENT
AGENCIES:

Upon the recommendation of Chief White, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize the detectives from the Oxford Police Department to assist other agencies in the investigation of serious crimes upon the request from the other agency. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PAYMENT FOR
COMP TIME FOR
MULTI-DRUG UNIT:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize payment of 62 hours to Jeff Davis; 60 hours to Scott Mills and 68 hours to Vic Estock as recommended by Chief White and the Multi-Drug Board to compensate the above for hours on record as of 9-6-90. The total cost involved in this payment is \$3,239.12. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PAYMENT FOR MUMS
FOR ISLANDS ON
SQUARE:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize payment to The Garden Center in the amount of \$660.00 for the mums planted in the three islands on the square. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PAYMENT TO OXFORD
ELECTRIC DEPT.

It was moved by Alderman Cardwell, seconded by Alderman Lamar to make a payment to the Oxford Electric Department from the Water and Sewer Fund in the amount of \$45,156.12 for charges billed for March 1, 1989 - June 30, 1989. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT—MERIDIAN 55-8185

AIR CONDITIONING UNIT
FOR FIRE STATION #3:

Fire Chief McDonald discussed with the Board that the air conditioning unit at fire station number three is not working. Estimates to replace the unit has been obtained. J. W. Walker - \$1,525.00 and John Lovett - \$1,469.00. It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize the replacement of the air conditioner at the lowest price. All the aldermen voting aye, Mayor Leslie declared the motion carried.

BELK STREET PROJECT:

Upon the recommendation of Ben Smith, it was moved by Alderman Lamar, seconded by Alderman Jones to authorize Change Order #2 in the amount of \$2,816.40. All the aldermen voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize Change Order #4 for the Belk Street Project in the approximate amount of \$6,500.00 to extend the sewer line as outlined by Ben on the map. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PURCHASE OF LAND:

It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize the purchase of needed property from Noel Montgomery on Garfield Street on the east side of Burney Branch in the amount of \$5,000.00 to be paid from the Sale of Land Money in the Trust and Agency Account. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SALARY ADJUSTMENTS FOR
1990-91 BUDGET:

The following adjustments were discussed:

Police Department:

M. Martin	-	adjusted annually to	\$22,298.12
G. Pierce	-	adjusted annually to	\$22,298.12
S. Bramlett	-	"	" \$22,298.12
D. Wells	-	"	" \$21,894.34
J. Owens	-	"	" \$16,499.86
T. Webb	-	"	" \$16,499.86
J. Williams	-	"	" \$16,499.86
J. Cook	-	"	" \$16,054.48

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT—MERIDIAN 55-8185

SALARY ADJUSTMENTS cont'd:

City Shop:

T. Winters - adjusted annually to \$13,520.00
 W. Bell - adjusted annually to \$12,480.00
 T. Cobb - adjusted annually to \$25,600.00
 T. Cobb to be paid on a monthly basis and he is to be named assistant city shop foreman.

City Painter:

D. Abel - adjusted hourly to \$9.00 per hour

Street Department:

G. House - adjusted biweekly to \$869.44

Water Department:

O. Conner - adjusted hourly to \$9.15

Treatment Plant:

P. Cooper - adjusted to \$708.97 biweekly

Sanitation Department:

Front Loading Truck Drivers to be paid \$8.50 hourly
 Entry level hopper workers to be paid \$5.00 per hour

It was moved by Alderman Lamar to make the adjustments as requested by each department head and to grant a 7% pay raise for 1990-91. Motion died for lack of a second.

It was moved by Alderman Smith, seconded by Alderman Lamar to approve the adjustments and to approve a 7% salary increase for city employees with all city employees receiving a 5% raise and the other 2% be used for merit increases to be recommended by the department head with the approval of the board. The vote was as follows:

Voting aye - Jones, Lamar, Smith, Cardwell

Voting no - Reeves

Mayor Leslie declared the motion carried.

SALARY OF CITY
PUBLIC DEFENDER:

It was moved by Alderman Lamar, seconded by Alderman Cardwell that the salary of Rick Davis, Public Defender be set at \$800.00 per month effective October 1, 1990 and he is not to be considered in the 7% raise. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SALARIES FOR
EMPLOYEES OF
OXFORD ELECTRIC
DEPARTMENT:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to adjust the salary of Virgil Echols to \$25,683.00 annually and Nyla M. Osborn to \$12,500 annually and to authorize 5% for all employees in the Electric Department with the 2% merit to be recommended by the Supt. and approved by the Board. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

SALARY OF MAYOR AND
BOARD OF ALDERMEN:

It was moved by Alderman Cardwell, seconded by Alderman Reeves to adjust the salary of the Mayor to \$25,000.00 per year and the salary of the aldermen to \$6,600.00 annually. The vote was as follows:

voting aye - Cardwell, Reeves

voting no - Lamar, Smith, Jones

Motion failed.

CHARGE FOR COLLECTION
OF SCHOOL TAXES:

It was moved by Alderman Jones that the board reconsider the charge to the Oxford City Schools for collection of taxes and reduce it from 5% to 2%. Motion died for lack of a second.

STUDY FOR LANDFILL:

Alderman Bernie Smith asked the board for permission to explore with the county and university at a joint meeting that he will be attending, if they are interested in sharing the expense of the study proposed by Neel-Schaffer for the landfill.

After discussion, it was moved by Alderman Smith, seconded by Alderman Cardwell that he be allowed to discuss this matter with the two entities. All the aldermen voting aye, motion carried.

Mayor Leslie announced a veto of this motion and will give his reason in writing within ten days.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

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 - 1990

	<u>Proposed Mill Rate</u>	<u>Authority</u>
General Fund	16.00	21-33-45
Parks & Recreation	2.00	21-37-45
Library	.75	39- 3- 7
1967 Public Improvement Fund	.30	21-33-45
1973 General Obligation (Sewer Bonds dated 6-1-73)	1.60	21-33-45
1977 General Obligation (Sewer)	.45	21-33-45
1982 General Obligation (Streets)	1.25	21-33-45
1983 General Obligation	.70	21-33-45
1984 General Obligation Bonds (Police Complex)	3.20	21-33-45
1989 General Obligation Street Improvement Bonds	3.65	21-33-45
1982 Special Street Improvement	.15	21-33-45
1986 Special Street Improvement (Frontage Road)	.20	21-33-45
School Bond & Interest	11.25	21-33-45
Votec Center	2.05	37-7-409
School Maintenance	46.40	37-57-105
School Minimum	<u>2.25</u>	37-57- 1
	92.20	

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

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 whole, and on the motion of Alderman Lamar, seconded by Alderman Smith, it was adopted section by section and then as a whole, and the vote of the Aldermen for the passage thereof, was as follows:

Alderman Jones	voted <u>aye</u>
Alderman Reeves	voted <u>aye</u>
Alderman Smith	voted <u>aye</u>
Alderman Lamar	voted <u>aye</u>
Alderman Cardwell	voted <u>aye</u>

Whereupon the Mayor declared the motion carried and the Resolution adopted, this the 11th day of September, 1990.

JOHN O. LESLIE, MAYOR

ATTEST:

VIRGINIA H. CHRESTMAN, CITY CLERK

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

BUDGETS 1990-91:

It was moved by Alderman Lamar, seconded by Alderman Smith to adopt the following budgets for 1990-91. All the aldermen voting aye, Mayor Leslie declared the motion carried.

CITY OF OXFORD GENERAL FUND REVENUE 1990-91

Ad Valorem Tax	545,006.00
Park Comm. Tax Levy	66,805.00
Over 65 Reimbursement	43,000.00
In Lieu of Taxes	135,000.00
Penalties & Interest	40,000.00
Utility Tax	40,000.00
Privilege License	25,000.00
Franchise Charges	120,000.00
Building & Zoning	15,000.00
Plumbing	15,000.00
Taxi Permits	15.00
Dog Licenses	50.00
Municipal Aid From State	18,000.00
Sales Tax	2,000,000.00
ABC Licenses	18,000.00
Fire Protection	34,000.00
County Ad Valorem Tax	45,000.00
University Fire Protection	142,129.64
Sanitation Charges	899,388.00
Waste Disposal (Landfill)	449,556.00
Income from Swimming Pool	8,000.00
School Collections	121,179.00
Court Fines & Forfeits	210,000.00
Parking Fines	7,500.00
Miscellaneous	27,599.72
Interest Earned	102,000.00
Reimbursement from Sales Tax	31,178.64
Transfer - Cemetery T & A	10,000.00
Transfer - Water & Sewer	238,000.00
Transfer - Electric Dept.	40,000.00
Transfer - RSVP	19,870.00
Tax Equivalent - Elec. Dept.	<u>319,000.00</u>
Total	5,785,277.00

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT—MERIDIAN 55-8185

DEPARTMENTAL BUDGETS
1990-91LEGISLATIVE

Personnel Services	32,565.00
Other Services & Charges	<u>2,004.00</u>
Total	34,569.00

JUDICIAL

Personnel Services	44,875.00
Supplies	6,000.00
Other Services & Charges	<u>1,300.00</u>
Total	52,175.00

EXECUTIVE

Personnel Services	28,195.00
Other Services & Charges	<u>3,903.00</u>
Total	32,098.00

ELECTIONS

Supplies	<u>2,500.00</u>
Total	2,500.00

FINANCIAL ADMINISTRATION

Personnel Services	90,269.00
Supplies	12,500.00
Other Services & Charges	17,150.00
Capital Outlay	<u>500.00</u>
Total	120,419.00

TAX ADMINISTRATION

Personnel Services	26,985.00
Supplies	800.00
Other Services & Charges	3,150.00
Capital Outlay	<u>200.00</u>
Total	31,135.00

LAW

Personnel Services	43,992.00
Supplies	100.00
Other Services & Charges	<u>800.00</u>
Total	44,892.00

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

DEPT. OF PLANNING

Personnel Services	96,234.00
Supplies	1,200.00
Other Services & Charges	5,200.00
Capital Outlay	<u>800.00</u>
Total	103,434.00

GENERAL GOVERNMENT

Personnel Services	339,516.00
Supplies	167,867.00
Other Services & Charges	<u>162,500.00</u>
Total	669,883.00

COMMUNITY PROMOTIONS

Other Services & Charges	<u>14,500.00</u>
Total	14,500.00

POLICE DEPARTMENT

Personnel Services	995,607.00
Supplies	71,500.00
Other Services & Charges	57,300.00
Capital Outlay	<u>36,000.00</u>
Total	1,160,407.00

FIRE DEPARTMENT

Personnel Services	856,515.00
Supplies	26,000.00
Other Services & Charges	45,000.00
Capital Outlay	<u>124,500.00</u>
Total	1,052,015.00

HWY. & STREET ADMINISTRATION

Personnel Services	45,226.00
Supplies	2,000.00
Other Services & Charges	<u>3,500.00</u>
Total	50,726.00

HWY. & STREET MAINTENANCE

Personnel Services	111,805.00
Supplies	38,000.00
Other Services & Charges	114,500.00
Capital Outlay	<u>186,000.00</u>
Total	450,305.00

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

SANITATION ADMINISTRATION

Personnel Services	25,125.00
Supplies	700.00
Other Services & Charges	1,900.00
Capital Outlay	<u>29,000.00</u>
Total	56,725.00

STREET CLEANING

Personnel Services	18,292.00
Supplies	700.00
Capital Outlay	<u>1,000.00</u>
Total	19,992.00

WASTE COLLECTION

Personnel Services	309,975.00
Supplies	8,300.00
Capital Outlay	<u>70,842.00</u>
Total	389,117.00

WASTE DISPOSAL

Personnel Services	58,274.00
Supplies	27,720.00
Other Services & Charges	433,280.00
Capital Outlay	<u>7,150.00</u>
Total	526,424.00

WEED & GRASS CONTROL

Personnel Services	114,385.00
Supplies	1,000.00
Capital Outlay	<u>2,203.00</u>
Total	117,588.00

CEMETERY MAINTENANCE

Personnel Services	34,224.00
Supplies	1,500.00
Other Services & Charges	1,000.00
Capital Outlay	<u>1,100.00</u>
Total	37,824.00

HEALTH DEPARTMENT

Other Services & Charges	<u>4,200.00</u>
Total	4,200.00

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

PARKS & RECREATION

Personnel Services	258,660.00
Supplies	29,250.00
Other Services & Charges	73,200.00
Capital Outlay	<u>6,600.00</u>
Total	367,710.00

SWIMMING POOL

Personnel Services	16,560.00
Supplies	8,750.00
Other Services & Charges	<u>8,000.00</u>
Total	33,310.00

RSVP

Personnel Services	35,770.00
Supplies	1,000.00
Other Services & Charges	<u>3,800.00</u>
Total	40,570.00

CITY GARAGE

Personnel Services	122,959.00
Supplies	213,000.00
Other Services & Charges	11,400.00
Capital Outlay	<u>8,000.00</u>
Total	355,359.00

AIRPORT

Other Services & Charges	<u>5,000.00</u>
Total	5,000.00

YOUTH HOLDING

Other Services & Charges	<u>4,000.00</u>
Total	4,000.00

HUMANE SOCIETY

Other Services & Charges	<u>8,400.00</u>
Total	8,400.00

GRAND TOTAL

5,785,277.00

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

CITY OF OXFORD WATER & SEWER FUND REVENUE 1990-91

Water Sales	1,071,152.00
Service Connections	28,500.00
Sewer Charges	947,040.00
Miscellaneous	20,000.00
Penalties & Service Charges	<u>11,000.00</u>
Total	2,077,692.00

CITY OF OXFORD WATER & SEWER FUND DEPARTMENTAL BUDGETS 1990-91

ADMINISTRATIVE & GENERAL

Personnel Services	66,566.00
Other Services & Charges	15,850.36
Transfers	269,178.64
Debt Service	<u>248,730.00</u>
Total	600,325.00

FINANCE & CUSTOMER

Other Services & Charges	<u>179,134.00</u>
Total	179,134.00

TRANSMISSION & DISTRIBUTION

Personnel Services	108,035.00
Supplies	27,000.00
Other Service & Charges	<u>1,900.00</u>
Total	136,935.00

TREATMENT & PURIFICATION

Personnel Services	258,737.00
Supplies	54,500.00
Other Service & Charges	313,650.00
Capital Outlay	<u>201,000.00</u>
Total	827,887.00

SOURCE OF SUPPLY

Personnel Services	54,020.00
Supplies	45,700.00
Other Services & Charges	65,900.00
Capital Outlay	<u>31,000.00</u>
Total	196,620.00

SANITARY SEWER LINES

Personnel Services	109,291.00
Supplies	18,000.00
Other Services & Charges	500.00
Capital Outlay	<u>9,000.00</u>
Total	136,791.00

GRAND TOTAL	2,077,692.00
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MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

BOND AND INTEREST BUDGET 1990-91

REVENUE:

Ad Valorem Tax	974,565.69
Income from Street Assessments	7,258.07
2% Stadium Bond Fund	200,000.00
Baptist Memorial Hospital	51,737.50
University of Mississippi	5,400.00
Baptist Memorial Hosp. (Belk Street Project)	75,000.00
Interest Income	6,000.00
Beginning Cash	53,898.25
	<u>1,373,859.51</u>

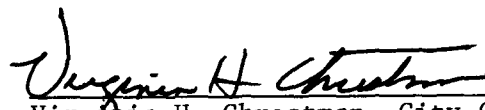
DISBURSEMENTS:

Principal	774,706.26
Interest	595,553.25
Paying Agent Fees	3,600.00
	<u>1,373,859.51</u>

ADJOURNMENT:

It was moved and seconded to adjourn the meeting

Sine-Die.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

UNITED STATE OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

REGULAR MEETING

7:00 P.M. September 18, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of Oxford, Mississippi, was called to order by Mayor John Leslie at 7:00 P.M. Tuesday, September 18, 1990, in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - presiding

Devon Jones - Alderman Ward I

Jim Reeves - Alderman Ward II

Patricia C. Lamar - Alderman Ward III

Bernie Smith - Alderman Ward IV

Ed Cardwell - Alderman At-Large

Ed Perry - City Attorney

Virginia H. Chrestman -City Clerk

Terry McDonald - Fire Chief

Ben Smith -Director of Planning

Billy White - Chief of Police

Ernie Walker - City Shop Foreman

Lloyd McClendon - Supt. of Electric Dept.

Debbie McLarty - Tax Assessor

David Bennett - Supt. Wastewater Treatment
Plant

Connie Lagrone - City Engineer

ADOPT AGENDA:

It was moved by Alderman Smith, seconded by by Alderman Jones to adopt the agenda as printed with the addition of items 18-21. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTES:

There being no additions or corrections, the minutes of September 4, and 11, 1990 were approved as printed.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

GARBAGE CONTAINERS FOR
OLD TAYLOR PLACE:

Kathy Brooks of Heritage Properties

came before the mayor and board of aldermen to discuss the number of dumpsters required for Old Taylor Place. They received quotes from Waste Management and BFI for three eight yard containers. The City Sanitation Department has advised them that they need eight (8) eight yard dumpsters to be picked up twice a week. They have 112 apartments in the development. It was moved by Alderman Smith, seconded by Alderman Cardwell to require them to adhere to the recommendation of the Sanitation Department for 8 eight yard containers. All the aldermen voting aye, Mayor Leslie declared the motion carried.

BFI TO USE CITY LANDFILL:

Jack Carter of BFI came before the Mayor and Board of Aldermen to request permission to use the city landfill after October 1, 1990. It was moved by Alderman Smith, seconded by Alderman Lamar to allow BFI to continue to haul to the city landfill until January 1, 1991 on the same basis as before. The vote was as follows:

Aye - Reeves, Lamar, Smith

No - Jones, Cardwell

Mayor Leslie declared the motion carried.

Alderman Reeves questioned how many cubic yards were being hauled and dumped by BFI. The agreement was for 5,000 cubic yards per month total. It was moved by Alderman Reeves, seconded by Alderman Lamar that all over the 5,000 cubic yards from any company be charged at the rate of \$10.00 per cubic yard. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

SIGN PERMITS:

There came on for consideration the request for two permits for signs pending since March 1990. Mr. A. B. Isbell of Outdoor Communications requested that the board reconsider these permits as they are in accordance with the Zoning Ordinance that has been in existence since 1971. Permit request #7809 is for a sign at 2612 Jackson Avenue and #7810 is for a sign at 1448 South Lamar. It was moved by Alderman Smith, seconded by Alderman Jones to authorize the issuance of Permit #7809 and #7810. The vote was as follows:

Voting aye - Smith, Jones, Cardwell

Voting no - Lamar, Reeves

Mayor Leslie declared the motion carried.

ORDINANCE 1990-12:

Based on recommendation from the Oxford Planning Commission, it was moved by Alderman Lamar, seconded by Alderman Reeves to adopt ORDINANCE 1990-12 "AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OXFORD, MISSISSIPPI, 1971, SO THAT CERTAIN PROPERTY OF JANICE ANTONOW, ET AL., IS REZONED FROM R-B RESIDENTIAL TO R-A RESIDENTIAL".

Said Ordinance is recorded in Ordinance Book #4, at pages 474-475.

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

PUBLIC HEARING AMENDMENT
TO SIGN REGULATION SECTION
OF THE ZONING ORDINANCE:

Pursuant to the Public Notice in The Oxford Eagle on August 31, 1990, tonight is the designated date for an additional Public Hearing for the amendment to the sign regulation section of the Zoning Ordinance. This Public Hearing is necessitated by an appeal filed by Jack Pittman on behalf of outdoor advertising agencies.

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The board heard from Jack Pittman and Guy Gillespie on behalf of outdoor advertising agencies.

Richard Barnes, attorney and local citizen, made comments about the proposed ordinance.

A Court Reporter was present to make a complete transcript of the proceedings in this matter.

It was moved by Alderman Lamar, seconded by Alderman

Reeves to adopt the ordinance (ORDINANCE 1990-13

AN ORDINANCE AMENDING APPENDIX A, SECTION 330.10 OF THE ZONING ORDINANCE, OF THE CODE OF ORDINANCES OF

THE CITY OF OXFORD, MISSISSIPPI, PERTAINING TO

ERECTION OR PLACEMENT OF BUSINESS SIGNS, OUTDOOR

ADVERTISING SIGNS, PORTABLE SIGNS, AND NONCONFORMING

SIGNS, AND FOR RELATED PURPOSES) as submitted by

the Planning Commission and to authorize City Attorney,

Ed Perry, to study any additions to be submitted by

Mr. Barnes for consideration at a later date.

Ordinance 1990-13 is recorded in Ordinance Book 4,

at pages 477-483. The vote was as follows:

voting aye - Reeves, Lamar, Jones, Smith

voting no - Cardwell

Mayor Leslie declared the motion carried and the

Ordinance adopted.

BILLBOARD MORATORIUM:

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize the moratorium on billboards to remain until Ordinance 1990-13 is effective.

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

SCHOOL CROSSING GUARD:

Upon the recommendation of Chief White, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize the employment of Randal Fernandez as School Crossing Guard effective October 1, 1990 with an annual salary of \$1,510.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RADIO STATION
EMPLOYEE TO GIVE
TRAFFIC REPORT ON
BALLGAME DAYS FROM
POLICE CAR:

Administrative Assistant Steve Bramlett discussed with the board a request he had received from Radio Station J-107 for their reporter to ride with him on ballgame days to give a traffic report. This will be done as a Public Service. It was moved by Alderman Lamar, seconded by Alderman Smith that we allow this request

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pending approval of the MMA Liability Insurance Plan. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SECRETARY-ENGINEERING DEPT.:

Connie Lagrone, City Engineer, advised that the notice for employment was published in the newspaper for a secretary for the engineering department. 19 applications were received and 12 persons were interviewed. It was moved by Alderman Smith, seconded by Alderman Lamar that upon the recommendation of Connie Lagrone, City Engineer, Tracy Bratton Knott be employed as Secretary for the Engineering Department at a salary of \$13,500 per year effective October 1, 1990. The amount in the budget for this position is \$15,600.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPT. ACCOUNTS:

It was moved by Alderman Lamar, seconded by Alderman Jones to authorize the approval of the Electric Department accounts as submitted with the addition of payment to Lloyd McClendon in the amount of \$213.00 for travel expense and payment to Tennessee Valley Electric in the amount of \$50,895.16 for the lights around the square. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESOLUTION:

It was moved by alderman Smith, seconded by Alderman Reeves to adopt the following Resolution designating October 7-13 as Public Power Week. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESOLUTION

from
the MAYOR and
BOARD of ALDERMEN
City of Oxford

WHEREAS, we, the citizens of Oxford have chosen to operate a community-owned, not-for-profit electric utility, and

WHEREAS, we are both consumers and owners of our public power system and have a direct say in utility operations and policies, and

WHEREAS, the City of Oxford Electric Department provides our homes, businesses, farms, social service, and local government agencies with reliable, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at the lowest possible rates, and

WHEREAS, the City of Oxford Electric Department is a valuable community asset that contributes substantially to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness, and

WHEREAS, the City of Oxford Electric Department is part of a community of 2,000 publicly owned electric utilities in the United States that through consumer-ownership ensure cost-cutting competition in the electric utility industry to the benefit of electricity consumers everywhere, and

NOW, THEREFORE BE IT RESOLVED: that the Mayor and Board of Aldermen designates the week of October 7-13 as **Public Power Week** in order to honor the City of Oxford Electric Department, its consumer-owners, policy makers, and employees, who work together to provide the best possible electric service, and

BE IT FURTHER RESOLVED: that our community join hands with other public power communities across the nation and celebrate the benefits of public power to our local and national progress.

Mayor John O. Leslie

Date _____

Board of Aldermen
Ryan Jones

Ed Caldwell

Janie Resler

Patricia Lamar

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AUDIT ADJUSTMENTS:

Upon the request of Lloyd McClendon, it was moved by Alderman Lamar, seconded by Alderman Jones to authorize approval of changes recommended by the independent auditor for the Oxford Electric Department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

CITY OF OXFORD ELECTRIC DEPARTMENT
LIST OF AUDITOR'S ADJUSTMENTS
FOR FISCAL YEAR 1990 MADE IN JULY, 1990
EFFECT ON NET INCOME OF AUDIT ADJUSTMENTS

#	ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT	TOTAL FOR ACCOUNT
EXPENSES:				
(2)	OVERHEAD LINE EXPENSE	401583.00	(1,880.78)	(1,880.78)
(2)	MISC DISTRIBUTION EXPENSE	401588.00	(3,302.82)	
(16)	MISC DISTRIBUTION EXPENSE	401588.00	12,648.96	9,346.14
(9)	RENT EXPENSE	401589.00	(3,223.09)	(3,223.09)
(2)	CUST. RECORDS & COLL. EXPENSE	401903.00	(5,504.70)	
(16)	CUST. RECORDS & COLL. EXPENSE	401903.00	12,648.96	
(13)	CUST. RECORDS & COLL. EXPENSE	401903.00	14,007.18	21,151.44
(2)	MAINTENANCE OF OVERHEAD LINES	402593.00	(7,661.59)	
(16)	MAINTENANCE OF OVERHEAD LINES	402593.00	12,648.95	4,987.36
(16)	OFFICE SUPPLIES AND EXPENSE	401921.00	12,648.96	12,648.96
(11)	PROPERTY INSURANCE EXPENSE	401924.00	(5,443.65)	(5,443.65)
(11)	INJURIES AND DAMAGES EXPENSE	401925.00	484.49	484.49
TOTAL ADDITIONAL EXPENSES			38,070.87	38,070.87
REVENUES:				
(10)	RENT FROM ELECTRIC PROPERTY	400454.00	(2,440.37)	(2,440.37)
(17)	INTEREST INCOME	419.00	(2,175.00)	
(18)	INTEREST INCOME	419.00	(72,283.31)	(74,458.31)
(14)	MISC NON-OPERATING INCOME	421.00	30,191.02	30,191.02
TOTAL DEDUCTIONS FROM REVENUE			(46,707.66)	(46,707.66)
TOTAL NET DEDUCTION IN NET INCOME			(84,778.53)	(84,778.53)

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ASSETS AND OTHER DEBITS		AMOUNT	LIABILITIES AND OTHER CREDITS		AMOUNT		
BALANCE SHEET							
UTILITY PLANT			CAPITAL				
ELECTRIC PLANT	1	4,732,586.10	INVESTMENT OF MUNICIPALITY	29	.00		
LESS DEPRECIATION	2	1,897,751.48	MEMBERSHIP CERTIFICATES	30	.00		
TOTAL	3	2,834,834.62	TOTAL	32	.00		
UNAMORTIZED ACQ. ADJ	4	.00	EARNINGS REINVESTED IN				
OTHER UTILITY PLANT - NET	5	.00	SYSTEM ASSETS				
TOTAL PLANT - NET	6	2,834,834.62	BEGINNING OF YEAR	33	5,749,831.71		
OTHER PROPERTY AND INVESTMENTS			CURRENT YEAR TO DATE	34	(134,544.40)		
NONUTILITY PROPERTY - NET	7	.00	TOTAL	35	5,615,287.31		
OTHER INVESTMENTS	8	.00	LONG-TERM DEBT				
SINKING FUNDS	9	.00	REA	36	.00		
DEPRECIATION FUNDS	10	.00	CFC	37	.00		
OTHER SPECIAL FUNDS	12	3,500.00	BANK FOR COOPERATIVES	38	.00		
TOTAL	13	3,500.00	BONDS AND OTHER LONG TERM DEBTS	39	.00		
CURRENT AND ACCRUED ASSETS			DEBT PREMIUM AND DISCOUNT	40	.00		
CASH AND TEMP. CASH INVESTMENTS	14	3,670,411.64	TOTAL	41	.00		
ACCOUNTS RECEIVABLE	15	936,523.27	ADVANCES FROM OTHERS				
MATERIALS AND SUPPLIES	16	163,382.03	CONSERVATION - TVA	42	123,154.80		
PREPAYMENTS	17	9,131.85	CONSERVATION - OTHER	43	.00		
OTHER CURRENT ASSETS	18	85,525.46	TOTAL	44	123,154.80		
TOTAL	19	4,864,974.25	CURRENT AND ACCRUED LIABILITIES				
DEFERRED DEBITS			NOTES PAYABLE	45	.00		
DEBT EXPENSE	20	.00	ACCOUNTS PAYABLE	46	511,905.16		
PRELIMINARY SURVEY	21	.00	CUSTOMER DEPOSITS	47	516,635.89		
CLEARING ACCOUNTS	22	28,106.43	TAXES AND EQUIVALENTS ACCRUED	48	(.70)		
RECEIVABLES CONSERVATION	24	119,596.36	INTEREST ACCRUED - REA	49	.00		
DEFERRED COST ON TVA LEASE	25	.00	INTEREST ACCRUED - CFC	50	.00		
OTHER DEFERRED DEBT	26	.00	INTEREST ACCRUED - BANK FOR COOPS	51	.00		
TOTAL	27	147,703.29	INTEREST ACCRUED - OTHER	52	.00		
TOTAL ASSETS AND OTHER DEBITS			28	7,851,012.16	OTHER CURRENT LIABILITIES	53	83,834.90
			TOTAL			54	1,112,375.05
			DEFERRED CREDITS				
			ADVANCES FOR CONSTRUCTION	55	195.00		
			OTHER DEFERRED CREDITS	56	.00		
			TOTAL	57	195.00		
			TOTAL LIABILITIES AND OTHER CREDITS			58	7,851,012.16

() INDICATES RED FIGURES

CFC OR BANK FOR COOPERATIVES INCLUDED IN ITEM NO. 8	\$.00	TOTAL MILES OF DISTRIBUTION LINES:	86.00
CONSTRUCTION WORK IN PROGRESS INCLUDED IN ITEM NO. 1	\$	462,997.19	TOTAL MILES OF TRANSMISSION LINES:	.00
CONSTRUCTION FUND INCLUDED IN ITEM NO. 12	\$.00		

FOOTNOTES:

MISCELLANEOUS CHARGES BY THE ELECTRIC DEPT:

There came on for discussion miscellaneous charges by the Oxford Electric Department to other city departments. After discussion, it was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize the Oxford Electric Department to pay for one-half of the cost of the public address system in the city hall board room and to pay one-half of costs in connection with air condition unit repairs. All the aldermen voting aye, Mayor

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TAC DRIVER TRAINING
COURSE:

Leslie declared the motion carried.

Upon the request of Chief White, it was moved by Alderman Jones, seconded by Alderman Lamar to authorize the TAC Drivers Training Course to be held in Oxford. All the aldermen voting aye, Mayor Leslie declared the motion carried.

BY-LAWS FOR TOURISM COUNCIL:

This matter was continued for further study.

QUIT CLAIM DEED:

There came on for discussion by City Attorney Perry and City Engineer, Lagrone the property of W. W. Cole on Johnson Avenue. The house is located in the middle of an unopened street. It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize City Attorney Perry to prepare a Quit Claim Deed for Parcel 39 to the south line of parcel 38 on the map presented to the board and that the Mayor and Clerk be authorized to execute the Quit Claim Deed. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EXECUTIVE SESSION:

It was moved by Alderman Reeves, seconded by Alderman Smith to stay in Executive Session to discuss a personnel matter. All the Aldermen voting aye, Mayor Leslie declared the motion carried.

City Clerk Chrestman went into the hall and made a public announcement that the board had voted to stay in Executive Session to discuss a personnel matter.

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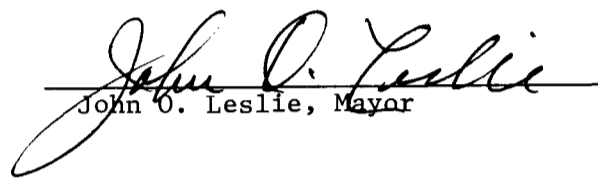
REGULAR SESSION:

It was moved by Alderman Reeves, seconded by Alderman Smith to return to regular session. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RECESS:

It was moved by Alderman Reeves, seconded by Alderman Lamar to recess to meet at 5:30 P.M. on the 19th day of September, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.


Virginia H. Chrestman, City Clerk


John O. Leslie, Mayor

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RECESS MEETING

5:30 P.M.

September 19, 1990

CALL TO ORDER:

Pursuant to that order of September 18, 1990, the Mayor and Board of Aldermen of the City of Oxford, Mississippi did meet on Wednesday, September 19, 1990 at 5:30 P.M. in the Board Room of City Hall when and where the following were present:

John Leslie, Mayor - presiding
 Devon Jones - Alderman Ward I
 Jim Reeves - Alderman Ward II
 Patricia C. Lamar - Alderman Ward III
 Bernie Smith - Alderman Ward IV
 Ed Cardwell - Alderman At-Large
 Ed Perry - City Attorney
 Virginia H. Chrestman - City Clerk
 Lloyd McClendon - Supt. Electric Dept.
 Steve Bramlett - Adm. Assistant Police Dept.

SALARY ADJUSTMENT:

It was moved by Alderman Lamar, seconded by Alderman Smith to adjust the salary of Hubert Mathis in the Waste Collection Department from \$4.82 per hour to \$5.00 per hour effective September 6, 1990 as Mr. Mathis has been promoted from hopper to driver. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SALARIES FOR ELECTRIC
 DEPARTMENT EMPLOYEES
 EFFECTIVE 10-1-90:

Lloyd McClendon, Supt. of Oxford Electric Department came before the Mayor and Board of Aldermen to make recommendation for salaries for employees of the Electric Department. It was moved by Alderman Lamar, seconded by Alderman Cardwell to accept his recommendation. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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5% Base Raise with 2% Adjustment

CITY OF OXFORD
PAYROLL BUDGET
FOR FISCAL YEAR 1991

JOB NUMBER/EMPLOYEE NAME	JOB TITLE	SALARY		MERIT (MO)		NEW SALARY		TVA RPT AVERAGE
		MONTHLY	ANNUAL	%	\$	MONTHLY	ANNUAL	
16 Archie, Patrick F.	Collector	\$964	\$11,565	8.0	\$81	\$1,093	\$13,114	\$16,629
2 Brown, Paula T.	Asst to Superintendent	2,122	25,459	0.0	0	2,228	26,732	34,673
26 Carwile, Jerry M.	Working Foreman	2,140	25,683	4.0	90	2,337	28,046	28,818
18 Chambers, Larry E.	Director of Engineering	3,167	38,000	0.0	0	3,325	39,900	34,736
35 Dean, Alvin	Equipment Operator	1,468	17,615	4.0	62	1,603	19,236	19,166
24 Earnest, Johnny G.	Director of Operations	2,557	30,680	0.0	0	2,625	32,214	31,672
26 Echols, Virgil T.	Working Foreman	2,140	25,683	4.0	90	2,337	28,046	28,818
41 Gill, Bill	Janitor	520	6,240	0.0	0	546	6,552	13,597
32 Gossett, Sammy G.	Apprentice Lineman	1,198	14,378	3.5	44	1,302	15,625	18,279
5 Hodge, Donna S.	Director of Accounting	2,250	27,000	0.0	0	2,363	28,350	21,299
37 Johnson, Greg	Groundman	520	6,240	0.0	0	546	6,552	14,451
7&8 Jones, Minnie K.	Acct Rec/Data Entry Clerk	1,714	20,571	0.0	0	1,800	21,600	16,131
31 Liggins, George E.	App Lineman Class 2	1,805	21,658	3.0	57	1,952	23,423	23,500
1 McClendon, Lloyd H.	Superintendent	3,500	42,000	2.0	74	3,749	44,982	41,792
19 McCoy, Steven B.	Engineering Tech	2,088	25,054	2.0	44	2,236	26,832	15,933
29 Morrison, Michael R.	Serviceman	1,502	18,018	2.0	32	1,608	19,297	19,093
19 Nelson, Hugh M.	Engineering Aide	1,712	20,540	0.0	0	1,797	21,567	15,933
10 Barber, Terry	Inventory Contrl Clerk	520	6,240	0.0	0	546	6,552	18,714
10 Osborn, Nyla M.	Inventory Contrl Clerk	1,042	12,500	5.5	60	1,154	13,847	13,714
17 Paris, Josiah H.	Meter Reader Helper	1,013	12,155	2.5	27	1,090	13,082	16,821
27 Potts, Jimmy D.	ROW Foreman	1,972	23,660	2.0	41	2,112	25,340	23,901
38 Robertson, Russell S	Meter Reader	1,027	12,320	5.0	54	1,132	13,563	24,653
11 Sneed, Susan	Cashier	520	6,240	0.0	0	546	6,552	14,988
11 Sneed, Vicki L.	Cashier	1,040	12,480	3.6	39	1,131	13,576	14,988
28 Vick, Nancy L.	Service Supervisor	1,967	23,608	1.0	21	2,086	25,036	28,406
11 Webb, Billie Jean	Cashier	1,040	12,480	3.6	39	1,131	13,576	14,988
32 Webb, Johnnie L.	Apprentice Lineman	1,468	17,615	3.0	46	1,588	19,051	18,279
37 Driver, Dennis	Groundman	1,040	12,480	0.0	0	1,092	13,104	14,451
37 Miller, Carey	Groundman	1,040	12,480	0.0	0	1,092	13,104	14,451

TOTALS \$45,053 \$540,642 2.0 \$900 \$48,206 \$578,471 N/A

BEGINNING SALARY (ANNUAL) 540,642

A 7.0% INCREASE (ANNUAL) 37,845

TARGET AMOUNT (ANNUAL) 578,486

BUDGETED AMOUNT (ANNUAL) 578,471

OVER/(UNDER) TARGET (16)

NOTES: Columns may not add due to rounding.
Adjusted three salaries and made provisions for six month review
for two employees recently hired.

C:\SYMPHONY\BUDGET91\91\$FIN1.WR1

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EXECUTIVE SESSION:

It was moved by Alderman Lamar, seconded by Alderman Reeves to remain in Executive Session to discuss salaries of city employees and an emergency situation dealing with toxic chemicals. All the aldermen voting aye, Mayor Leslie declared the motion carried. City Clerk Chrestman went outside the board room and announced to the public that the board voted to remain in Executive Session for personnel matters and a matter dealing with toxic chemicals.

REGULAR SESSION:

It was moved by Alderman Cardwell, seconded by Alderman Lamar to return the meeting to the regular session. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SALARIES FOR CITY EMPLOYEES:

It was moved by Alderman Smith, seconded by Alderman Jones that we grant all city employees an additional one (1%) percent across the board raise with the exception of the Electric Department, Sanitation Department and Park Commission. All the aldermen voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Lamar, seconded by Alderman Smith that the raise of 6% for city employees not apply to the salary of the Mayor and Board of Aldermen. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SALARY FOR CITY ENGINEER AND CITY CLERK:

It was moved by Alderman Smith, seconded by Alderman Lamar that the salary for Connie Lagrone, City Engineer for 1990-91 be \$44,982.00 and the salary for City Clerk, Virginia Chrestman by \$34,000.00 for 1990-91. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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RESCIND SALARY ADJUSTMENT
DEWEY WELLS, POLICE DEPT.:

It was moved by Alderman Smith, seconded by Alderman Lamar that we rescind the salary adjustment of Warrant Officer, Dewey Wells in the amount of \$1,625.00 granted on September 11, 1990.

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

ORDINANCE 1990-14:

It was moved by Alderman Reeves, seconded by Alderman Smith to adopt Ordinance 1990-14 "AN ORDINANCE TO AMEND SECTION 12-28, OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI, TO PROVIDE THAT THE BOARD OF ALDERMEN MAY CHARGE CERTAIN COMMERCIAL HAULERS AN ADDITIONAL FEE". Said Ordinance is recorded in Ordinance Book 4, at pages 484-485.

The commercial haulers may dump 5,000 cubic yards per month and anything over that amount is to be charged at the rate of \$10.00 per cubic yard effective September 19, 1990.

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

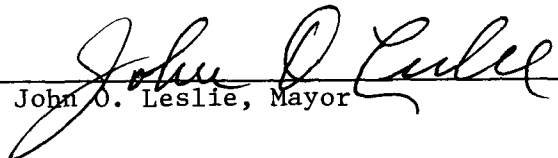
ALTERNATE LANDFILL SITE:

It was moved by Alderman Cardwell, seconded by Alderman Reeves to authorize City Engineer, Connie Lagrone to look for alternate sites for a city landfill. 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 O. Leslie, Mayor

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DEMENT-MERIDIAN 55-8185

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

REGULAR MEETING

7:00 P.M. October 2, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, MS, was called to order by Mayor John Leslie at 7:00 P.M. Tuesday, October 2, 1990, in the court room of City Hall when and where the following were present:

John Leslie, Mayor - presiding

Devon Jones, Alderman Ward I

Jim Reeves, Alderman Ward II

Patricia C. Lamar, Alderman Ward III

Bernie Smith, Alderman Ward IV

Ed Cardwell, Alderman At-Large

Ed Perry, City Attorney

Virginia H. Chrestman, City Clerk

Terry McDonald, Fire Chief

Billy White, Chief of Police

Ernie Walker, City Shop Foreman

Lloyd McClendon, Supt. of Oxford Electric

Connie Lagrone, City Engineer

David Bennett, Supt. Wastewater Treatment Plant

Ben Smith, Director of Planning

Debbie McLarty, Tax Assessor

Allen Jones, Supt. of Recreation Dept.

ADOPT AGENDA:

It was moved by Alderman Smith, seconded by Alderman Jones to adopt the agenda as printed with the addition of items 17-23. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTES:

There being no additions or corrections, the minutes of September 18 and 19, 1990 were approved as printed.

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ACCOUNTS:

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

OXFORD HUMANE SOCIETY:

Ms. Lee Grove and Ms. Sherry Ladner came before the mayor and board of aldermen to discuss the need for a new shelter for the dogs and cats. Ms. Grove presented a floor plan of a building that would meet the needs of the animals. Mayor Leslie advised her that a committee had been appointed by him several months ago and he requested that she set up a meeting with the committee for further discussion in this matter. Members of the city committee are Alderman Cardwell, Connie Lagrone, Ben Smith and Mayor Leslie.

COURT CLERK SEMINAR:

It was moved by Alderman Cardwell, seconded by Alderman Jones to authorize Donna Fisher, Court Clerk, to attend the seminar in Jackson on October 10-11, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR BIDS
FOR 3/4 TON TRUCK
FOR STREET DEPT.:

Connie Lagrone, City Engineer, requested permission to advertise for a 3/4 ton pickup truck for the street department. Specifications are prepared. It was moved by Alderman Lamar, seconded by Alderman Smith to authorize advertisement for bids for 3/4 ton truck as requested. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR BIDS
FOR SUBMERSIBLE PUMPS:

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize advertisement for bids for six inch submersible pump for Anderson Lift Station, four inch submersible pump for Whirlpool lift station and three

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six inch submersible pumps for Jackson Avenue Lift Station. Specifications are on file in the office of the City Clerk. All the aldermen voting aye, Mayor Leslie declared the motion carried.

CONTRACT WITH NORTH MISSISSIPPI INDUSTRIAL ASSOCIATION:

It was moved by Alderman Cardwell, seconded by Alderman Jones to authorize the Mayor and Clerk to execute Contract Amendment with North Mississippi Industrial Development Association. All the aldermen voting aye, Mayor Leslie declared the motion carried.

BY-LAWS OXFORD TOURISM COUNCIL:

It was moved by Alderman Reeves, seconded by Alderman Lamar to adopt the By-Laws for the Oxford Tourism Council as presented with the three changes. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TWO VACANCIES ON TOURISM COUNCIL:

It was announced that Mary Ann Britt and Nita Thomas have resigned from the Tourism Council creating two vacancies. These two members filled two of the three positions "from the motel and hotel industry or business directly related to tourism". The replacement of these positions will be on the next agenda.

WARRANT OFFICER DEWEY WELLS:

Warrant Officer, Dewey Wells, came before the Mayor and Board of Aldermen to discuss his job description and the salary that he is paid in relation to the other warrant officer in the police department. An adjustment in his salary was recommended and then rescinded. No action was taken in this matter.

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OXFORD ELECTRIC DEPT. AUDIT:

William T. Vanstory came before the Mayor and Board of Aldermen and presented the audit report for the Oxford Electric Department for period ended June 30, 1990. Recommendations were made on page 12 and 13 of the report and Mayor Leslie requested that these recommendations be addressed with the next agenda.

ELECTRIC DEPARTMENT ACCOUNTS:

It was moved by Alderman Lamar, seconded by Alderman Smith to authorize approval of the Electric Department accounts as presented with the addition of \$3,145.00 to William T. Vanstory for the audit and \$1,000 to Central Service Association for a customer service program. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS FOR WAREHOUSE BUILDING:

Pursuant to the Public Notice in the Oxford Eagle, the following bids were received and opened for labor on concrete for building and parking, labor to erect building and metal building:

Name of Bidder:	Labor cost per sq ft. Slab	Curb	Labor on Building	Building
J & A Const	.68 ft	\$5.00	no bid	no bid
Ebco, Inc.	.60 ft slab .50 drive	\$6.00	\$4500.00	\$28,000.00
John Hudson	.49 sq ft	\$1.50 lin. ft.	no bid	no bid
G & W Steel Bldgs	.52 sq ft	\$4.00 lin. ft.	\$3900.00	\$36,625.00

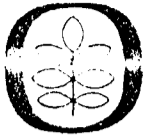
It was moved by Alderman Lamar, seconded by Alderman Reeves to accept the bid of John Hudson for the concrete work and Ebco, Inc. in the amount of \$32,500.00 for the building installed and that brick be used on the building. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MAYOR LESLIE'S VETO:

Mayor Leslie issued the following statement concerning his veto of action by the board recorded in Minute Book 39, at page 320:

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT—MERIDIAN 55-8185



OXFORD

September 21, 1990

To: The Board of Aldermen

From: John O. Leslie, Mayor

MAYOR
JOHN O. LESLIE

The reason for my veto for another study on solid-waste is simply that I think it's a waste of money.

BOARD OF ALDERMEN
DEVON JONES
WARD IJIMMY H. "JIM" REEVES
WARD IIMAYOR PRO-TEM
PATRICIA C. LAMAR
WARD IIIBERNIE SMITH
WARD IVED CARDWELL
ALDERMAN-AT-LARGECITY ATTORNEY
F. EDWIN PERRY

DEPARTMENT HEADS

CITY CLERK & TAX COLLECTOR
VIRGINIA H. CHRESTMANCITY ENGINEER
CONNIE B. LAGRONECITY TAX ASSESSOR
DEBBIE T. McLARTYELECTRICAL DEPARTMENT
LLOYD McLENDON
SUPERINTENDENTHEALTH & SANITATION
STEPHEN H. BEATTY
SUPERINTENDENTCHIEF OF POLICE
BILLY WHITEFIRE CHIEF
WILLIAM TERRY McDONALDPARK & RECREATION
ALLEN A. JONES
DIRECTORDIRECTOR OF PLANNING
AND DEVELOPMENT
BEN A. SMITHCITY SHOP FOREMAN
ERNEST W. WALKERTHE CITY OF OXFORD
107 SOUTH LAMAR
OXFORD, MISSISSIPPI 38655
(601) 236-1310

A NICE PLACE TO LIVE

We are currently drilling four wells on our landfill, mandated by EPA, at a cost of \$38,000.00 to ascertain exactly what is under our landfill and to collect leachate.

The Board has given permission to Waste Management to do extensive testing on our landfill and it's reported they are spending in excess of \$50,000.00 so that they can make an intelligent proposal by January 1, 1991. Until that offer is accepted or rejected, no further study is necessary.

If we plan to use another engineering firm for advice, I would hope that we take bids or proposals as we have the last three times - not hire a firm because a salesman asked!

We have three engineers and two chemists on our payroll full time. Two of these, by attending meetings, seminars, reading and visiting other landfills are as knowledgeable as anyone in the state about the new regulations. In addition, we have offers of free advice from University Professors and one from a Mississippi State Professor of Engineering.

The Mississippi Bureau of Pollution Control has 180 engineers, biologists, chemists and staff, who are willing and able to give us all the advice we need.

The choices are simple. Do we propose to keep our landfill and meet new standards or close it? There will no longer be cheap holes in the ground, but instead landfills will be expensive bits of civil engineering.

The other choice: are we going to export our rubbish or keep it? If its to export it - we need to be seeking landfills who are willing to accept our garbage.

If the decision is to keep our landfill, the decision needs to be made about accepting solid waste from outside the county to help defray some of the enormous costs. If the decision is not to accept waste from others - hold on and get ready for our citizens to pay exorbitant sanitation fees!

What tomorrow will be like depends upon us making the right choices now. If the citizens cannot be made to care - governments cannot be expected to act. These are enormous problems which must be addressed by us to maintain our comfortable living environment and quality of life. No city government can independently protect itself or change the world, but there are many things local governments can do if their leaders have the vision and the will.

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SALARY SCHEDULE:

It was moved by Alderman Lamar, seconded by Alderman Reeves to adopt the following schedule of salaries as agreed upon during the budget process. All the aldermen voting aye, Mayor Leslie declared the motion carried.

NAME	CURRENT SALARY	SALARY FOR 1990-91
CARDWELL EDWIN L	432.00	432.00
JONES RUBEN D	432.00	432.00
LAMAR PATRICIA C	432.00	432.00
SMITH BERNIE L	432.00	432.00
REEVES JIMMY HOUSTON	432.00	432.00
FISHER DONNA W	567.00	601.02
DAVIS RICHARD C	385.00	800.00
ALDERSON VETRA GLENN	1,000.00	1,060.00
LESLIE JOHN O	1,870.00	1,870.00
CHRESTMAN VIRGINIA H	2,600.00	2,833.33
HARTLEY BRENDA	925.00	980.50
SIMMONS HATTIE B	635.00	673.10
MCLARTY DEBBIE A	1,790.00	1,897.40
PERRY F EDWIN	1,918.00	2,033.08
DAVIS MELVIN	1,000.00	1,060.00
SMITH VICTOR T	773.00	819.38
SMITH BEN A	3,175.00	3,365.50
MICHAEL SHIRLEY F	707.83	750.30
BISHOP MARY E	500.00	530.00
ABEL DONALD WRIGHT	9.00	9.54
WHITE BILLY V	2,520.00	2,671.20
JONES ROBERT L	678.42	719.13
SMITH MARVIN G	857.62	909.08
LILES G A	899.78	953.77
METTS RONALD W	842.09	892.62
WALLER ANDRETH H	817.75	866.82
PETTIS HAROLD	768.52	814.63
HAWKINS TERRY	678.42	719.13
WELLS DEWEY L.	779.59	826.37
PIERCE GERALD D	857.62	909.08
THORNTON THOMAS RAY	678.42	719.13
BRAMLETT STEPHEN D	857.62	909.08
WILKINS KENNETH R	678.42	719.13
OWENS JAMES E	583.84	618.87
POPERNIK RICHARD M	743.81	788.44
LEWIS JIMMY A. JR.	678.42	719.13
BURT JAMES	678.42	719.13
HUDSON MARTHA B	703.81	746.04
DAVIS LINDA GAIL	617.48	654.53
COOK JANE S.	617.48	654.53
KNIGHTON LAWRENCE C	678.42	719.13

672.69 as of 5/91

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KIMMONS JAMES	180.08 108.03	114.51 190.88	<i>error from Computer</i>
OXNAM EUGENE J	167.74 100.62	106.66 177.80	
MITCHELL MARY ANN	546.15	578.92	
RICCOMINI BASIL L	678.42	719.13	
WEBB ANTHONY J	583.84	618.87	672.69 as of 2/91
OWENS DAVID ANDREW	768.52	814.63	
MOORHEAD BRIAN S	634.61	672.69	
HILL WILLIE FRANK	678.42	719.13	
MORGAN JR ELZIE	750.77	795.82	
MARTIN MICHAEL D	857.62	909.08	
GOSSETT BARRY G	768.52	814.63	
WILLIAMS JIMMY M	634.61	672.69	
TUTOR DANIEL A	703.81	746.04	
WOOD TIMOTHY C	546.15	578.92	
TOLES SMANTHA	546.15	578.92	
JENKINS CHARLES C	678.42	719.13	
HANKS BYRON WAYNE	678.42	719.13	
CARPENTER LYNDON H	678.42	719.13	
JONES, FORREST G.	547.28	578.92	as of 2/91
HOOD, EDWARD L.	587.93	618.87	as of 3/91
PETTIS, GREG	587.93	618.87	as of 3/91

MCDONALD WILLIAM TERRY	2,504.37	2,654.63	
HILL GLENN D	1,967.24	2,085.27	
JOHNSON JERRY D	1,876.11	1,988.68	
SMITH EUGENE	1,532.62	1,624.58	
BABB WALTER D	833.32	883.32	
BELL JAMES D III	571.16	605.43	
GILLIAM ARCHIE C	571.16	605.43	
HILL MICHAEL	598.80	634.73	
DUCHAIINE DAVID L	657.99	697.47	
PIERCE GUY R JR	571.16	605.43	
GAFFORD ROGER A	833.32	883.32	
HIPP DANNY H	657.99	697.47	
KITCHENS LEE B	571.16	605.43	
JACKSON ROLAND STACY	657.99	697.47	
JACO RUBIN L	738.82	783.15	
JENKINS JAMES M	598.80	634.73	
KILATRICK ROBERT E	657.99	697.47	
KITCHENS JAMES A	833.32	883.32	
LINDSEY LARRY ROSS	657.99	697.47	
LINDSEY ROSS A	738.82	783.15	
VINES HAYDEN L	571.16	605.43	
MILLS RONNIE HUGH	738.82	783.15	
PACE JOE	657.99	697.47	
SLATE EDDIE S	520.32	551.54	605.43 as of 10/17/
THWEATT HOWARD C	598.80	634.73	
WILLIAMS RONALD L	598.80	634.73	
LINDSEY TERRY W	571.16	605.43	
TATUM WILLIAM LEE	598.80	634.73	
HOLLOWELL JAMIE R	571.16	605.43	
BONDS WILLIAM S	598.80	634.73	

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GOOLSBY BOBBY LYNN	571.16	605.43	
GROVES DANNY D	571.16	605.43	
HALE STEPHEN K	571.16	605.43	
PETTIS LARRY L	571.16	605.43	
MARTIN SAMUEL ALLEN	571.16	605.43	
KEY WARREN O	571.16	605.43	
LEVY JOHN A	571.16	605.43	
WILLARD, JR AMERY H	571.16	605.43	
MCDONALD WILLIAM TERRY JR	571.16	605.43	
LAGRONE CONNIE JR	3,000.00	3,748.50	
HOUSE GENE F	869.44	921.61	
RAY KEN	6.36	6.74	
DAVIS JR CHARLES A	8.17	8.66	
FORTNER JOHNNY M	8.66	9.18	
PEGUES JAMES H	6.02	6.38	
BEATTY STEPHEN H	1,666.67	1,766.67	
BROOKS JOE JR	7.00	7.42	
HARWELL CHESTER B	7.09	7.82	16,274.00
WORTHAM OTIS	5.00	5.72	11,900.00
PIERCE JOHN W	5.66	6.38	13,272.00
GORDON JOHN JR	6.45	6.45	13,416.00
TOLES RICHARD L.	6.43	7.15	14,874.00
HOBSON JOE L	6.43	7.15	14,874.00
IVY CHARLES G	4.59	5.31	11,047.00
RAY BENNIE DAVIS	5.33	6.05	12,586.00
SHUMATE KENNETH W	6.50	8.50	17,680.00
ARBUCKLE CHARLES W	5.00	8.50	17,680.00
WILSON TRAVIS	8.25	8.97	18,660.00
MATHIS HUBERT	4.82	5.54	11,525.00
CAROTHERS ROWLAND	4.18	4.90	10,194.00
BROWN JOHN H	5.30	6.02	12,524.00
HOLLAND RONNIE	6.60	7.32	15,228.00
HOLLINGER STANLEY R	4.18	4.90	10,194.00
BROWN JOHNNY L.	5.30	6.02	12,524.00
MOODY JEFFREY A	5.00	8.50	17,680.00
ROWLAND DAN	5.00	5.72	11,900.00
NORWOOD JAMES L	7.00	7.72	16,060.00
WINTERS WILSON W	7.00	7.72	16,060.00
WILLIAMS JAMES C	7.70	8.42	17,516.00
WOODS JOHNNY L	4.18	4.90	10,195.00
HILL OTIS J	5.00	5.00	10,400.00

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FRIERSON WILLIAM L	5.00	5.72	11,900.00
ANDERSON JR. EDDIE	5.00	5.72	11,900.00
SAVAGE CONNIE LYNE	5.66	6.38	13,273.00
KING CELLES MARION	7.09	7.67	15,963.00
CAIN CALVIN F	5.00	5.72	11,900.00
IVY MARVIN DEAN	5.00	5.72	11,900.00
BRANNON ROBERT GENE	4.18		4,420.00
DENNIS WILLIE E	5.50	6.22	12,940.00
WINTERS TERESA ANNE	440.00	551.20	14,331.20
BELL WILFRED A	4.75	6.36	13,228.80
COBB TOMMY L	11.31	2,261.33	27,136.00
AZLIN RAYBURN W	11.27	11.95	
WALKER EARNEST WEBB	1,825.00	1,825.00	FOR OCT., NOV., & DEC.
		1,971.00	AS OF 1/1/91
WATER AND SEWER DEPARTMENT			
CONNER OWEN T	8.80	9.70	
MADKINS JOHN JR	9.15	9.70	
CAROTHERS JAMES E	9.15	9.70	
BOWLES WALTER DEAN	896.72	950.52	
BENNETT DAVID N	2,759.58	2,925.15	
COOPER PHILLIP A	603.84	751.51	
JAMES HAROLD W.	899.78	953.77	
BOATRIGHT AUBREY R	708.97	751.51	
RUSSELL RANDALL G	708.97	751.51	
TAYLOR JAMES GLEN	801.27	849.35	
WEBB THOMAS LYTLE	708.97	751.51	
SNEED SHURAL G.	6.50	6.89	
HOWE MARVIN GLENN	587.64	622.90	
GARDNER AUBREY B	5.52	5.85	
JAMES HUGHIE G	6.50	6.89	
MARTIN JAMES A	899.78	953.77	
BISHOP JAMES W	6.52	6.91	
PRYOR WILLIAM E. JR	6.52	6.91	
BOOKER FREDRICK H	7.16	7.59	
BISHOP ROY W	8.58	9.09	
THOMPSON ANDREW	6.52	6.91	
DENTON WILLIAM L	869.44	921.61	
PARK COMMISSION			
JONES ALLEN ANTHONY	2,375.00	2,565.00	30,780.00
JANSSEN EVERETT R	767.31	821.00	21,346.00

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FREEMAN DAVID KEITH	617.88	661.12	17,189.00
BLACK GERALD R	525.00	561.73	14,605.00
WILSON KATHRENA K	565.39	604.96	15,729.00
TIDWELL MELVIN	525.00	561.73	14,605.00
FRANKLIN LAFAYETTE	444.23	470.88	12,243.00
MCMULLEN KENNETH B	537.12	574.69	14,942.00
WORTHAM ELLA D	484.62	518.54	13,482.00
KISNER FAY	1,410.42	1,509.14	18,109.68
CROCKETTE FRED A	4.10	4.38	
AUSTIN ROSEMARY C	748.08	800.44	9,605.28
JOHNNY FRANKLIN	10,712.00	11,461.00	
HARVEY JONES	10,712.00	11,354.00	
CURTIS HUTCHINS	9,152.00	9,701.00	
DAVID SOCKWELL	9,152.00	9,792.00	

FIRE FIGHTER ASSISTANT:

It was moved by Alderman Lamar, seconded by Alderman Smith to authorize Rusty Miller to serve as a Fire Fighter Assistant. All the aldermen voting aye, Mayor Leslie declared the motion carried.

REIMBURSEMENT
AMERY WILLARD:

Fire Chief McDonald reported that one of the fire fighters, Amery Willard had broken an axle on his private vehicle while assisting fire department personnel in a call. It was moved by Alderman Smith, seconded by Alderman Lamar to authorize the reimbursement of \$112.00 to Amery Willard. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESTAURANT CONSUMPTION PERMIT:

It was moved by Alderman Smith, seconded by Alderman Lamar to grant the request of Club D's for a Restaurant Consumption Permit. All the aldermen voting aye, Mayor Leslie declared the motion carried.

WHIRLPOOL ACCESS ROAD:

There came on for discussion, the access road for Whirlpool. In order for them to apply for money for the construction of the road they must have a resolution from the city that the roadway will be built to MS Highway Department specifications. It was moved by Alderman Smith, seconded by Alderman Jones

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DEMENT-MERIDIAN 55-8185

to authorize the city attorney to prepare the necessary resolution.

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

HYDRAULIC FLUID:

Ernie Walker, City Shop Foreman, discussed with the board hydraulic fluid. We advertised for hydraulic fluid in August for prices to be good for one year. We accepted the bid of Sparks. He has today advised us that due to the increased cost of the hydraulic fluid to him he cannot meet his bid. He advises that it has gone up \$28.00 per barrel. It was moved by Alderman Jones, seconded by Alderman Smith to authorize Mr. Walker to obtain quotes for hydraulic fluid as needed. All the aldermen voting aye, Mayor Leslie declared the motion carried.

LANDFILL:

Alderman Ed Cardwell requested a report on the landfill. City Engineer, Connie Lagrone advised the board that two of the wells have been completed and the third well has been drilled but not cased. The soil tests have been run. Discussion was held concerning where we are with the landfill. We are awaiting proposal from Waste Management. We still have the BFI proposal. Alderman Smith made his request again that someone from the city discuss the landfill with the county and university to determine the extent of their interest in our common problem. Mayor Leslie stated that he is willing to talk with the county and the university but does not feel that we need a third party to perform a study. It was moved by Alderman Smith, seconded by Alderman Lamar that some representative of the city contact the university and county to discuss our common problem - the landfill. All the aldermen voting aye, Mayor Leslie

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LANDFILL Cont'd:

declared the motion carried.

Alderman Smith and Alderman Reeves volunteered to talk with the county and the university.

RESIGNATION AND RESOLUTION
LARRY E. CHAMBERS:

It was moved by Alderman Cardwell, seconded by Alderman Jones to accept the resignation of Larry Chambers and to adopt resolution of commendation. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESOLUTION
from
the MAYOR and
BOARD of ALDERMEN
City of Oxford

COMMENDING
LARRY E. CHAMBERS

WHEREAS, LARRY E. CHAMBERS, of Oxford, Mississippi, has served faithfully in the execution of his duties as an employee of the City of Oxford Electric Department, from March 15, 1972, to January 17, 1991, and

WHEREAS, in serving the City of Oxford, Mississippi, Mr. Chambers has set an example of dependability, capability and integrity in performing all of his duties in serving the City of Oxford, Mississippi, and the City of Oxford Electric Department in particular, and during the past nineteen (19) years.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and Board of Aldermen of the City of Oxford, Mississippi, expresses its appreciation and recognition of the excellent and dedicated service of Mr. Chambers; and,

BE IT FURTHER RESOLVED: That a copy of this resolution be presented to Mr. Chambers, and spread on the minutes of the City of Oxford, Mississippi.

Mayor John O. Leslie

Date Oct 2, 1990

Board of Aldermen
Christina C. Lamar
Jimmy H. Reeves

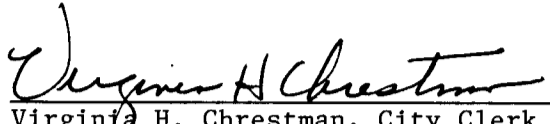
Devin Jones
Ed Cardwell


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ADJOURN:

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


Virginia H. Chrestman, City Clerk


John O. Leslie, Mayor

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UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

REGULAR MEETING

7:00 P.M. October 16, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Alderman of the City of Oxford, MS., was called to order by Mayor John Leslie at 7:00 P.M., Tuesday, October 16, 1990, in the court room of city hall when and where the following were present:

John Leslie, Mayor - presiding
 Devon Jones, Alderman Ward I
 Jim Reeves, Alderman Ward II
 Patricia C. Lamar, Alderman Ward III
 Bernie Smith, Alderman Ward IV
 Ed Cardwell, Alderman At-Large
 Ed Perry, City Attorney
 Virginia H. Chrestman, City Clerk
 Johnny Earnest, Electric Department
 Debbie McLarty, Tax Assessor
 Billy White, Chief of Police
 Terry McDonald, Fire Chief
 Ben Smith, Director of Planning & Zoning
 Ernie Walker, City Shop Foreman
 David Bennett, Supt. Wastewater Treatment
 Connie Lagrone, City Engineer

MINUTES:

There being no additions or corrections, the minutes of October 2, 1990 were approved as printed.

CITY LANDFILL:

Conner Vick came before the Mayor and Board of Aldermen to request permission to continue to use the landfill. It was moved by Alderman Reeves, seconded by Alderman Lamar to grant Mr. Vick permission to use the landfill at the rate specified in the city ordinance until January 1, 1991. The vote was as follows:

voting aye - Smith, Lamar, Reeves
 voting no - Cardwell, Jones

Mayor Leslie declared the motion carried.

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TOURISM COUNCIL:

It was moved by Alderman Smith, seconded by Alderman Lamar to authorize the appointment of Peyton Hooper and James Rice to fill the unexpired terms on the Tourism Council. Mr. Hooper was appointed to serve until August 1992. Mr. Rice's term will expire August 1991. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MS WATER AND WASTEWATER TREATMENT COURSE:

Upon the request of Connie Lagrone, it was moved by Alderman Cardwell, seconded by Alderman Jones to authorize Phil Cooper and Glenn Taylor to attend MS Water and Wastewater Treatment Course in Biloxi November 4-8, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TELEPHONE SYSTEM FOR CITY ENGINEER'S OFFICE:

Connie Lagrone, City Engineer, discussed quotes he had received for a telephone system for his office and other offices upstairs that will allow either secretary to answer the phones. A T & T quoted \$3,460.00 South Central Bell quoted \$5,199.60 and Private Telephone quoted \$2,437.00. It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize the purchase from Private Telephone in the amount of \$2,437.00 for eight lines and 20 stations maximum capacity. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR BIDS FOR RENOVATION & CONSTRUCTION - ANDERSON WATER PLANT:

Upon the request of Connie Lagrone, it was moved by Alderman Smith, seconded by Alderman Jones to authorize advertisement for bids for renovation and construction of 8 x 8 block building at the Anderson Water Plant. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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It was moved by Alderman Smith, seconded by
Alderman Reeves to adopt the following resolution.
All voting aye, motion carried.

RESOLUTION
from
the MAYOR and
BOARD of ALDERMEN
City of Oxford

WHEREAS, alcohol and other drug abuse has been identified as one of the greatest threats to the future of our nation; and

WHEREAS, it is imperative that visible, unified prevention and education efforts by community members be launched to reduce the demand for alcohol and other drugs; and

WHEREAS, the National Federation of Parents for Drug-Free Youth, DREAM, the State Department of Mental Health, and Lafayette County SWEEPS are sponsoring the National Red Ribbon Campaign offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

WHEREAS, the National Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 20-28, 1990; and

WHEREAS, business, government, law enforcement, schools, religious institutions, service organizations, youth, physicians, senior citizens, military, sports teams, and other individuals will demonstrate their commitment to drug-free, healthy lifestyles by wearing and displaying red ribbons during this week-long campaign;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Board of Aldermen of the City of Oxford hereby support October 20-28, 1990, as Red Ribbon Week, and encourage its citizens to participate in drug prevention and education activities, and to place their names on petitions to "Sign Up" for a DRUG-FREE MISSISSIPPI, thereby making a visible statement that we are strongly committed to a drug-free community.

Mayor John O. Ladd

Date October 16, 1990

Board of Aldermen
Patricia C. Lamar

Damon Jones
Ed Caldwell

Jimmy H. Reese

A. Smith

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AMENDMENT NO. 3 TO BURNEY
BRANCH WATERSHED PROJECT:

Upon the recommendation of Connie Lagrone, it was moved by Alderman Cardwell, seconded by Alderman Lamar to authorize the Mayor to execute Amendment No. 3 to Project Agreement for Burney Branch Watershed. All the aldermen voting aye, Mayor Leslie declared the motion carried.

1990 TAX ROLL INFORMATION:

It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize the 1990 tax roll information to be included in the minutes. All the aldermen voting aye, Mayor Leslie declared the motion carried.

City of Oxford Real Property	24,706,480
OMSSD Real Property	11,624,176
City of Oxford Personal	4,777,231
OMSSD Personal Property	2,678,895

AMMUNITION FOR TRAINING PURPOSES:

Upon the request of Chief White, it was moved by Alderman Smith, seconded by Alderman Lamar to authorize the purchase of ammunition for training purposes based on quotes. All the Aldermen voting aye, Mayor Leslie declared the motion carried.

COMPUTER FOR POLICE DEPT.:

Upon the request of Chief White, it was moved by Alderman Lamar, seconded by Alderman Jones to authorize the advertisement for bids for computer for the police department based on specifications filed. All the alderman voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR BIDS
FOR TWO POLICE CARS:

Upon the request of Chief White, it was moved by Alderman Lamar, seconded by Alderman Reeves to authorize advertisement for bids for two police cars based on specifications filed. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADVERTISEMENT FOR BIDS
FOR POLICE UNIFORMS:

Upon the request of Chief White, it was moved by Alderman Lamar, seconded by Alderman Jones to authorize advertisement for bids for police uniforms and accessories. All the aldermen voting aye, Mayor Leslie declared

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AUTHORIZE PURCHASE
OF RADAR UNITS AND
CAMCORDER:

the motion carried.

Upon the request of Chief White, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize the purchase of two radar units and one VHS Industrial Grade Video Camera on state contract price. The radar units cost \$1,184.00 each and the video camera \$1,000.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ASP TACTICAL BATON
INSTRUCTOR'S SEMINAR:

Upon the request of Chief White, it was moved by Alderman Smith, seconded by Alderman Lamar to authorize one person from the Oxford Police Department to attend the ASP Tactical Baton Instructor's Seminar November 28-29, 1990 at the University of MS for a cost of \$57.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

BUDGET FOR NARCOTICS DIVISION:

It was moved by Alderman Lamar, seconded by Alderman Smith to approve the following budget for the Lafayette-Oxford Narcotics Division:

Salaries & Wages	74,660.00
Fringe Benefits	18,327.00
Travel	9,727.00
Operating Expenses	11,390.00
Equipment	13,485.00
Miscellaneous	<u>600.00</u>
Total	128,189.00
Federal part of budget	82,231.50
All other	45,957.50

Salaries:	Jeff Davis	\$22,790.00	annually
	Mills	\$21,200.00	"
	Estock	\$20,670.00	"

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

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UNMARKED VEHICLES
CITY OF OXFORD:

The following list of unmarked vehicles was presented. It was moved by Alderman Reeves, seconded by Alderman Lamar to accept the list as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

OXFORD POLICE DEPARTMENT

Mayor
John O. Leslie

715 Molly Barr Road
Oxford, MS 38655
Telephone (601) 232-2400

Chief of Police
Billy White

Aldermen
Devon Jones
Jim H. Reeves
Patricia C. Lamar
Bernie Smith
Ed Cardwell



Administrative Assistant
Stephen D. Bramlett

Captain of Detectives
G.A. Liles

October 15, 1990

Ms. Virginia Chrestman
City Clerk
Oxford, MS 38655

Dear Ms. Chrestman:

The following vehicles belonging to the Oxford Police Department are used as unmarked vehicles. They are as follows:

DETECTIVE BUREAU

- D-1 - Captain G. A. Liles - 1989 Ford Crown Victoria-VIN#2FABP72G9KX186560
- D-2 - Lt. Andy Waller - 1988 Ford Crown Victoria - VIN#2FABP72G2JX205626
- D-3 - Det. Elzie Morgan - 1986 Chevrolet Caprice - VIN#1G1BL6968GX159532

1979 American CJ5 - VIN#J9F83EH001025 (Confiscated vehicle)

MULTI-JURISDICTIONAL DRUG UNIT

- N-1 - Jeff Davis - 1988 Chevrolet Celebrity - VIN#3G1AW51WXJS509163
 - N-2 - Scott Mills - 1988 Chevrolet Celebrity - VIN#1G1AW51WXJ6196586
 - N-3 - Vic Estock - 1988 Chevrolet Celebrity - VIN#3G1AW51WXJS508689
- 1988 Dodge AW1 - VIN#384HW12Y9JM821667 (Confiscated vehicle)
- 1989 GMC Dodge Jimmy - VIN#1G5EK18H2GF501213 (Confiscated vehicle)

Administrative Assistant S. D. Bramlett - 1990 Ford LTD - VIN#2FACP7267LX149416

Sincerely,

Billy White
Chief of Police
Oxford Police Department

BW:jc

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WINTER GALA:

Pursuant to the request for the American Cancer Society (a non-profit organization) to hold the annual winter gala at the Oxford Mall whereby alcoholic beverages could be served, it was moved by Alderman Smith, seconded by Alderman Lamar that the city has no objection and that City Attorney, Ed Perry, be authorized to secure the proper permit application from the ABC and deliver it to the proper organization officials. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPT. ACCOUNTS:

It was moved by Alderman Reeves, seconded by Alderman Cardwell to authorize approval of the accounts for the electric department with the addition of payment to EPA's of Mississippi in the amount of \$204.44 for lineman training school and the deletion of the payment to Lectra-Rep. All the aldermen voting aye, Mayor Leslie declared the motion carried.

1990 DISTRICT MMA MEETING:

It was moved by Alderman Reeves, seconded by Alderman Cardwell to authorize the payment of \$15.00 each plus mileage for city officials to attend the MMA District Meeting in Water Valley on October 18, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

AUDITOR FOR FISCAL YEAR
ENDED 9-30-90:

It was moved by Alderman Smith, seconded by Alderman Reeves to authorize the firm of Dwight Young to perform the audit for fiscal year ended September 30, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PAYMENT TO GARDEN CENTER:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize payment of \$238.50 to the Garden Center for hardwood mulch for the islands on the square. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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LANDFILL:

It was moved by Alderman Reeves, seconded by Alderman Cardwell that Richard Cox of Mid South Waste cannot use the landfill until he is paid in full and comes before the Mayor and Board to request permission. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TERMINATION - STANLEY SLATE:

Fire Chief Terry McDonald came before the mayor and board to report that three persons have gone to Jackson for the 10001 Training School and one of those did not pass the Physical Agility Test and that is a requirement. It was moved by Alderman Reeves, seconded by Alderman Cardwell that Stanley Slate be terminated with a two week notice. All the aldermen voting aye, Mayor Leslie declared the motion carried.

HOSPITAL LEASE:

Mayor Leslie advised the Board that at some time in the future, the hospital will be asking for an extension to the lease.

REQUEST FOR EXEMPTION FOR
AD VALOREM TAXES FOR OXFORD
CMP, INC:

There came on for consideration the following application for exemption from ad valorem taxes filed by Oxford CMP, Inc.

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

TO THE MAYOR AND BOARD OF ALDERMEN, CITY OF OXFORD,
MISSISSIPPI:

COMES NOW, Oxford CMP, Inc., a corporation organized and existing under the laws of the State of Mississippi, and presently doing business in the City of Oxford, Lafayette County, Mississippi, hereinafter referred to as Applicant, and submits its Application as provided under Section 27-31-101, et seq., Mississippi Code Annotated (1972, as amended) for tax exemption.

I.

This application is for the exemption from taxation of Applicant's existing factory and equipment in Lafayette County, and a newly constructed factory and enterprise in the City of Oxford, Lafayette County, Mississippi, making cultured marble products in vanity tops, whirlpool bath tubs, panels, showers, and related products and as provided in and in accordance with the said Section 27-31-101, et seq., Mississippi Code Annotated (1972, as amended). The said new factory was completed and put into operation on the first day of November, 1989, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the tax exemption hereby sought should commence on the first day of January, 1989. The new factory will result in the employment of an additional fifteen (15) persons, thirteen (13) of which have been employed with an annual payroll of approximately \$130,000.00, and with said additional expansion, Applicant now has forty-seven (47) employees at a total payroll of approximately \$600,000.00. The total value for which Applicant is applying for exemption is \$879,939.56 as shown on the attached Schedules A and B. As per Section 27-31-105 Mississippi Code Annotated (1972, as amended), Applicant requests exemption for the full amount of this as it was all purchased on or after July 1, 1989.

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2.

A list of the taxable property to be exempted from taxation (real, personal and otherwise) is comprised of the following: (a) The true value of all real property and improvements sought to be exempted from ad valorem taxation is \$354,000.00, as shown in Schedule A attached hereto and made a part hereof as if copied fully in words and figures herein; the true value of all personal property sought to be exempted from ad valorem taxation is \$525,939.56, as shown on Schedule B attached hereto and made a part hereof as if copied fully in words and figures herein; the true value of all raw materials and work in process sought to be exempted from ad valorem taxation is \$63,275.00.

3.

The exemption is applied for and claimed from January 1, 1989, and it is requested that this Board enter an Order granting to Oxford CMP, Inc., an exemption from ad valorem taxation on said property as described in Paragraph 2 for a period of five (5) years, from January 1, 1989, and expiring December 31, 1993, and an additional exemption of up to five (5) years, pending a local review of the Company's past performance, will be applied for, all as pursuant to the statute.

4.

Applicant also requests, applies for and claims an exemption pursuant to Section 27-31-7 of Mississippi Code Annotated (1972, as amended), for products as defined therein, for a five (5) year period of time, and an exemption pursuant to Section 27-31-53 of the Mississippi Code Annotated (1972, as amended), for property in transit, and it is requested that this Board enter an Order granting the same.

WHEREFORE, Applicant, Oxford CMP, Inc., prays that this Board of Aldermen will enter a finding that Applicant's expansion to its manufacturing concern is, in fact, an expansion of Applicant's enterprise, and that the said expansion was completed and put into operation on the first day of November, 1989, within the meaning of the applicable laws of the State of Mississippi; and

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That Applicant be granted an exemption from ad valorem taxation, except ad valorem taxes for school district purposes, as provided by law, for a period of five (5) years beginning on the first day of January 1989, and ending on the 31st day of December, 1993, upon all of the tangible property described in Paragraph 2, used in, or necessary to the operation of the Applicant's expanded manufacturing concern located in the City of Oxford, Lafayette County, Mississippi; and

That this Board of Aldermen will approve this Application by an Order or Resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except ad valorem taxes for school district purposes, for a period of five (5) years, and forward the original and a certified copy of this Application and a certified transcript of such approval to the Mississippi Board of Economic Development, and upon approval of such Application by the said Mississippi Board of Economic Development, and certification of such approval, said Board of Aldermen will enter a final Order on its minutes granting the ad valorem exemption hereby applied for.

WITNESS the signature of Oxford CMP, Inc., this the 16th day of October, 1990.

OXFORD CMP, INC.

BY: Thomas E. Eber
THOMAS E. EBER, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This day personally appeared before, the undersigned authority in and for the jurisdiction aforesaid, the within-named Thomas E. Eber, President of Oxford CMP, Inc., which is a corporation organized and existing under the laws of the State of Mississippi, who, after first being duly sworn, states that he signed and filed the above and foregoing Application in triplicate for Exemption from Ad Valorem taxes for Oxford CMP, Inc., and that the matters and facts set forth in the within Application are true and correct as therein appearing, and that he had the authority to so execute and file this Application.

OXFORD CMP, INC.

BY: Thomas E. Eber
THOMAS E. EBER, PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE ME this the 16th day of October, 1990.

My Commission Expires:
5/5/91

Wanda W. Lamb
NOTARY PUBLIC

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SCHEDULE A
OXFORD CMP, INC.
SCHEDULE OF PROPERTY

A newly constructed factory located in Oxford, Mississippi, located on a parcel of land in the North East 1/4 of the North East 1/4 of Section 4, Township 9 South, Range 3 West, City of Oxford Industrial Park, Lafayette County, Mississippi, said tract being known as site No. 2 in the City of Oxford Industrial Park, recorded in Book 394, Page 257, with a Correction Warranty Deed recorded in Book 394 at Page 400. (The values as listed below are by and in accordance with the appraisal done by Dick Marchbanks on January 29, 1990.)

Total Land Value:	\$ 54,000.00
Total Building Value:	\$ 300,000.00
Total, Land and Building:	<u>\$ 354,000.00</u>

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SCHEDULE B

OXFORD CMP, INC.

SCHEDULE OF PERSONAL PROPERTY & EQUIPMENT

<u>Ident No.</u>	<u>Date Mo Day Year</u>	<u>Asset Description</u>	<u>Original Cost</u>
1169A	07/15/89	22x146 Dripless	\$ 1,339.87
1170B	07/31/89	22x146 Dripless	\$ 1,293.25
1171C	08/09/89	25x19 Polymet MOD/Hat	\$ 825.34
1173	09/14/89	1300L Polymet Bowl Rd	\$ 312.45
1175	07/17/89	3-Mol22817PC Swthrt IV	\$ 836.68
1176	09/20/89	160-3 Splash Mold	\$ 851.26
1178	09/14/89	108N Polymet Bowl	\$ 283.33
1177	10/24/89	180-22 Single Bvl Trm	\$ 752.66
1306	07/07/89	SS Mixing Equipment	\$ 962.91
1307	07/14/89	2 HP Shop Vac	\$ 241.76
1308	08/15/89	4 - AT460P Buffers	\$ 791.70
1309	07/12/89	EP40U Screw Compressor	\$ 8,210.00
1354	07/01/89	CYMA Gen Ledgr Sftwr	\$ 795.00
1355	07/24/89	Office Desk/Chair	\$ 200.00
1375	11/01/89	55000 Gal Resin Tank	\$ 9,875.00
1376	11/01/89	Custom Conveyor	\$ 14,524.85
1377	11/01/89	Tilt & Rotate Cart	\$ 3,346.52
1378	11/01/89	Pop & Rotate Cart	\$ 1,146.88
1379	11/01/89	Refrig Air Dryer	\$ 3,570.13
1380	11/01/89	Curing Oven Furnace	\$ 4,125.41
1381	11/01/89	Chopper Booth Stack	\$ 1,394.87
1382	11/01/89	Curing Oven	\$ 5,087.18
1383	11/01/89	Vibrator Tables	\$ 5,083.71
1384	11/06/89	Vibrator	\$ 285.00
1385	11/15/89	Pouring Carts (2)	\$ 371.00
1386	10/20/89	Large Mixer Unit	\$ 1,233.55
1387	11/15/89	Heat Trace Tape	\$ 594.75
1388	11/15/89	Dumpster #2	\$ 400.00
1400	11/01/89	28M Ft Building	\$272,987.00
TOTAL			\$341,722.06
(items 1401 through and including 1406 subject to Tax Assessor's Office evaluation as to whether or not each item is subject to ad valorem taxation.)			
1401	11/01/89	New Bldg Electrical	\$ 57,500.00
1402	11/01/89	New Bldg Mechanical	\$ 76,362.00
1403	11/01/89	Sprinkler System	\$ 23,940.00
1404	11/01/89	Building Engineering	\$ 5,000.00
1405	11/01/89	Building Engineering	\$ 6,338.75
1406	11/01/89	Bond Issuance Costs	\$ 15,076.75
TOTAL			\$184,217.50
GRAND TOTAL			\$525,939.56

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RESOLUTION 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 Oxford CMP, Inc., 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 FIVE (5) YEARS, TO OXFORD CMP,
INC. AS AUTHORIZED BY SECTION 27-
31-101 et seq., OF THE MISSISSIPPI
CODE OF 1972, AS AMENDED.

WHEREAS, Oxford CMP, Inc. filed in triplicate with this Board its Application for exemption from ad valorem taxation; and

WHEREAS, Oxford CMP, Inc. 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 1st day of November, 1989, and that said Company is entitled to the exemption sought for a period of five (5) years, beginning on January 1, 1990, 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 Oxford CMP, Inc. for a period of five (5) years, beginning January 1, 1990, 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 Oxford CMP, Inc. is hereby granted tax exemption on ad valorem taxes, except State and School District ad

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valorem taxes, except State and School District ad valorem taxation, for a period of five (5) years, beginning January 1, 1990.

3. That the Clerk of this Board be, and he 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 State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Aldermen Smith moved that the foregoing Resolution be adopted and said motion was seconded by Aldermen Lamar, 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 passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, on this, 16th day of October, 1990.

John O. Leslie, Mayor

Attest City Clerk

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EXECUTIVE SESSION:

It was moved by Alderman Smith, seconded by Alderman Reeves to remain in Executive Session to discuss a personnel matter. All the Alderman voting aye, Mayor Leslie declared the motion carried.

City Clerk Chrestman went outside the courtroom and announced that the board voted to remain in Executive Session for personnel matter.

REGULAR SESSION:

It was moved by Alderman Smith, seconded by Alderman Reeves to return to regular session. All the aldermen voting aye, Mayor Leslie declared the motion carried.

INVESTMENT OF FUNDS:

It was moved by Alderman Smith, seconded by Alderman Cardwell to authorize the Mayor to appoint someone to work with Donna Hodge and Virginia Chrestman for the investment of funds. All the aldermen voting aye, Mayor Leslie declared the motion carried. Mayor Leslie appointed Alderman Smith.

SUSPENSION OF LLOYD
MCCLENDON, SUPT. OF
ELECTRIC DEPT.:

It was moved by Alderman Smith, seconded by Alderman Cardwell that the mayor's suspension of Lloyd McClendon be continued until Monday night, October 22, 1990. The vote was as follows:

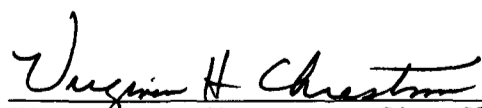
Voting aye - Jones, Lamar, Cardwell, Smith


Voting no - Reeves

Mayor Leslie declared the motion carried.

RECESS:

It was moved by Alderman Smith, seconded by Alderman Jones to recess to meet at 7:00 P.M. Monday, October 22, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.


Virginia H. Chrestman, City Clerk


John Leslie, Mayor

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RECESS MEETING

7:00 P.M. October 22, 1990

CALL TO ORDER:

Pursuant to that order of October 16, 1990, the Mayor and Board of Aldermen of the City of Oxford, Mississippi did meet on Monday, October 22, 1990 at 7:00 P.M. in the courtroom of City Hall when and where the following were present:

John Leslie, Mayor - presiding
 Devon Jones, Alderman Ward I
 Jim Reeves, Alderman Ward II
 Patricia C. Lamar, Alderman Ward III
 Bernie SMith, Alderman Ward IV
 Ed Cardwell, Alderman-at-large
 Ed Perry, City Attorney
 Virginia Chrestman, City Clerk

ADVERTISEMENT FOR BIDS FOR
 PICK UP TRUCK FOR WATER DEPT.:

It was moved by Alderman Cardwell, seconded by Alderman Lamar to authorize advertisement for bids for 1/2 ton pick up truck for the water plant to replace a 1985 Dodge that was wrecked last week. The Dodge is a total loss according to Ernie Walker, City Shop Foreman. The wreck was not the fault of the city employee driving the truck, but the person who hit the truck does not have any insurance. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EXECUTIVE SESSION:

It was moved by Alderman Smith, seconded by Alderman Cardwell to remain in Executive Session for a personnel matter. All the Aldermen voting aye, Mayor Leslie declared the motion carried.

City Clerk Chrestman went out into the hall and made the announcement that the board voted to remain in Executive Session for a personnel matter.

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REGULAR SESSION:

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


RESIGNATION LLOYD
MCCLENDON, SUPT. OF
ELECTRIC DEPT.

Attorney Ron Lewis announced that Lloyd McClendon will resign his position as Supt. of the Oxford Electric Department in view of controversy that has arisen over his management of the Electric Department effective tonight.

It was moved by Alderman Reeves, seconded by Alderman Cardwell to accept the resignation effective tonight. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADJOURN:

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


Virginia Chrestman, City Clerk


John Leslie, Mayor

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UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

REGULAR MEETING

7:00 P.M. November 6, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Alderman of the City of Oxford, MS., was called to order by Mayor John Leslie at 7:00 P.M., Tuesday, November 6, 1990, in the courtroom of city hall when and where the following were present:

John Leslie, Mayor - presiding
 Devon Jones, Alderman Ward I
 Jim Reeves, Alderman Ward II
 Patricia C. Lamar, Alderman Ward III
 Bernie Smith, Alderman Ward IV
 Ed Cardwell, Alderman At-Large
 Ed Perry, City Attorney
 Virginia H. Chrestman, City Clerk
 Billy White, Chief of Police
 Debbie McLarty, Tax Assessor
 Ernie Walker, City Shop Foreman
 Terry McDonald, Fire Chief
 David Bennett, Supt. Wastewater Plant
 Ben Smith, Director of Planning & Zoning
 Connie Lagrone, City Engineer
 Johnny Earnest, Electric Department
 Travis Wilson, Sanitation Department

ADOPTION OF AGENDA:

It was moved by Alderman Smith, seconded by Alderman Jones to adopt the agenda as printed with the addition of items 47 and 48. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTES:

There being no additions or corrections, the minutes of October 16 and 22, 1990 were approved as printed.

ACCOUNTS:

It was moved by Alderman Reeves, seconded by Alderman Smith to authorize approval of the accounts as printed on Claims Docket dated November 2, 1990 for a total of the General Fund in the amount of \$107,653.56 and Water

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WILLIAM A. ALLGOOD:

and Sewer Fund in the amount of \$19,841.98.

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

William A. Allgood came before the Mayor and Board of Aldermen to discuss the license fee for a pawn broker and a pawn broker who accepts handguns. The total fee is \$500.00. He questioned a business selling new merchandise as having to pay only a small license fee. City Attorney Perry explained that the license fees are set by the State Legislature. Mr. Perry offered to assist Mr. Allgood concerning this matter.

RESTAURANT CONSUMPTION PERMIT:

It was moved by Alderman Cardwell, seconded by Alderman Jones to authorize a Restaurant Consumption Permit for Harvest Cafe & Bakery. All the Aldermen voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS FOR SUBMERSIBLE PUMPS:

Pursuant to the Notice to Bidders in the Oxford Eagle on October 8 and 15, 1990 for the following, bids were received and opened at 2:00 P.M.:

(3) six inch submersible pumps Jackson Lift Station:

Jack Tyler Engineering.....	\$34,626.00
Engineered Environmental Equipment, Inc.	\$37,868.00
AMCO...	\$62,895.43

(1) six inch pump for Anderson Lift Station
Jack Tyler Engineering *
AMCO

*Envelope was marked Anderson, but bid submitted in the envelope was for Whirlpool

(1) four inch pump for Whirlpool Lift Station
AMCO.....\$6,170.61
Engineered Environmental \$2,796.00
Jack Tyler - envelope marked Whirlpool
but bid enclosed was for Anderson

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize the acceptance of the bid for three six inch submersible from Jack Tyler Engineering in the amount of \$34,626.00 and to reject all bids for the one pump for Anderson Lift Station and the pump for the Whirlpool Lift Station and to authorize readvertisement for bids for same.

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TABULATION OF BIDS FOR
RENOVATION OF BUILDING
AT ANDERSON WATER PLANT:

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

Pursuant to the Notice to Bidders in the
Oxford Eagle on October 19 and 26, 1990,
the following bids were received and
opened at 2:00 P.M. for the renovation
of existing building and construction of
an 8 x 8 block building for the Anderson
Water Plant:

Elliott Lumber Co.....	\$7,839.00
Ken Ash Construction...	\$8,532.89
Grantham Construction..	\$12,913.00

It was moved by Alderman Reeves, seconded by
Alderman Lamar to accept the bid of
Elliott Lumber Company in the amount of
\$7,839.00. All the aldermen voting aye,
Mayor Leslie declared the motion carried.

TABULATION OF BIDS FOR 3/4 TON
PICK UP FOR STREET DEPT.:

Pursuant to the Notice to Bidders in the
Oxford Eagle on October 18 and 25, 1990,
the following bids were received and
opened at 2:00 P.M.:

Metro Ford, Inc. Tupelo, MS	\$13,308.67
Bayside Biloxi, MS	\$13,476.00
Chandler Mtr. Oxford, MS.	\$14,485.00
Belk Ford-Mercury Oxford, MS	\$14,770.00
Rebel, Inc. Oxford, MS	\$14,990.00

City Attorney Ed Perry advised the Board
that State Law does not allow you to purchase
vehicles with a gross weight of under 26,000
pounds from outside your county. You may
purchase from State Contract Price.

It was moved by Alderman Reeves, seconded by
Alderman Smith to reject all bids and to
authorize City Engineer Connie Lagrone to
purchase the 3/4 ton pick-up truck from
the State Contract Vendor at State Contract
Price. All the aldermen voting aye, Mayor
Leslie declared the motion carried.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

REVISED CHANGE ORDER #5
AND CHANGE ORDER #6
BELK STREET PROJECT:

Ben Smith, Director of Planning and Development discussed with the board revised figures for Change Order #5 in the amount of \$5,441.60 and Change Order #6 in the amount of \$1,828.00 for the Belk Street Project. It was moved by Alderman Lamar, seconded by Alderman Jones to authorize the change orders as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RETIREMENT - ERNIE WALKER
CITY SHOP FOREMAN:

A letter announcing the retirement of Ernie Walker was presented to the board. It was moved by Alderman Reeves, seconded by Alderman Smith to accept the retirement of Mr. Walker effective January 31, 1991 and to thank him for a job well done. All the Aldermen voting aye, Mayor Leslie declared the motion carried.

TEMPORARY HELP -CITY SHOP

Upon the request of Ernie Walker, it was moved by Alderman Reeves, seconded by Alderman Lamar to authorize Hulet Pegues to work at the City Shop on a temporary basis not to exceed 30 days at an hourly rate of \$5.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

REPAIRS TO FRONT END LOADERS
AT THE LANDFILL:

Ernie Walker discussed with the Board the leased equipment at the landfill. The city is responsible for making repairs to the buckets. Quotes have been obtained from Deltequip of Memphis in the amount of \$1,069.65 and from Thompson Machinery, Tupelo in the amount of \$1,505.86 per machine. It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize the repair of both machines with the parts from Deltequip in the amount of \$1,505.86 per machine. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT—MERIDIAN 55-8185

EMPLOYMENT - FIRE FIGHTER
CAREY SALLIS:

Upon the recommendation of Chief McDonald, it was moved by Alderman Reeves, seconded by Alderman Jones to authorize the employment of Carey Sallis, Fire Fighter effective November 15, 1990 at the rate of \$551.54 bi-weekly for the 6 month probation period. All the aldermen voting aye, Mayor Leslie declared the motion carried.

SCHEDULE FOR FIRE ACADEMY:

Upon the request of Chief McDonald, it was moved by Alderman Cardwell, seconded by Alderman Reeves to authorize the following schedule for firemen to attend the State Fire Academy and to authorize payment of \$7,149.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

COURSE NAME	NUMBER	AMOUNT
Firefighter 1001-I-II-III	1	\$650.00
Firefighter 1001-II-III	2	750.00
Firefighter 1001-III	3	375.00
1041 I-II	12	1,500.00
Fire Apparatus Driver/Operator	4	1,224.00
1021 I-II Officer	8	2,000.00
Rope Rescue	2	250.00
Fire Department Safety Officer 1501	4	400.00
		<u>\$7,149.00</u>

SURPLUS PROPERTY FOR SALE:

Upon the recommendation of Chief McDonald, it was moved by Alderman Reeves, seconded by Alderman Cardwell to delcare the following property surplus and authorize advertisement for bids for the sale of same:

One Utility Bed for Chevrolet Long Wheel Base Truck
One 1980 Chevrolet LUV Pickup Truck with Camper
One 1970 Ford C-8000, 1000 GPM Fire Truck

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

ADVERTISEMENT FOR BIDS FOR
UNIFORMS FOR FIRE DEPARTMENT:

Upon the request of Chief McDonald, it was moved by Alderman Reeves, seconded by Alderman Jones to authorize advertisement for bids for uniforms for the fire department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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DEMENT-MERIDIAN 55-8185

HOT MIX ASPHALT:

There came on for consideration a letter from John K. Ramey, Sr., Oxford Asphalt Company, Inc. dated October 24, 1990 advising that due to the increase in the cost of liquid asphalt and diesel fuel, the cost per ton effective October 26, 1990 will be \$37.00. The previous price accepted by the Board was \$33.00 per ton for Hot Mix Asphalt, SC 1, Type II. It was moved by Alderman Reeves, seconded by Alderman Lamar that we authorize the purchase of Hot Mix Asphalt based on the \$37.00 per ton. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PURCHASE OF MANHOLES:

City Engineer, Connie Lagrone, discussed with the Board quotes he received for the purchase of manholes covers and rings. It was moved by Alderman Cardwell, seconded by Alderman Jones to authorize the purchase from Choctaw in the amount of \$1,320.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

4-WAY STOP ADAMS AND
NORTH 14TH STREET:

It was moved by Alderman Cardwell, seconded by Alderman Jones to authorize 4-way stop signs at the intersection of Adams and North 14th Street. All the aldermen voting aye, Mayor Leslie declared the motion carried. It was also requested by the Mayor that he hedge on the city right-of-way be cut back.

TRAFFIC -MOLLY BARR ROAD:

Alderman Jim Reeves discussed with the board complaints that he has received about the truck traffic on Molly Barr Road. It was suggested that we think about this matter.

3-WAY STOP AT HAYES & SOUTH 11TH:

Upon the recommendation of Chief White, it was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize the 3-way stop sign at Hayes and South 11th on a permanent basis. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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DEMENT-MERIDIAN 55-8185

EARTHQUAKE PLAN:

Alderman Jim Reeves discussed with the Board the plan for earthquake preparedness. The Fire Department has met and had classes. It was suggested that each department think about this matter and be prepared to discuss it at the next meeting.

POLICE CHIEF'S MID-WINTER CONFERENCE:

It was moved by Alderman Smith, seconded by Alderman Lamar to authorize Chief White to attend the mid-winter conference of the Police Chief Association on November 14-16, 1990 in Columbus, MS. All the aldermen voting aye, Mayor Leslie declared the motion carried.

DUI INSTRUCTOR'S COURSE:

Upon the recommendation of Chief White, it was moved by Alderman Lamar, seconded by Alderman Jones to authorize Patrolman Charles Jenkins to attend the DUI Instructor's Course in Vicksburg November 12-16, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PURCHASE OF TWO CAMERAS FOR MULTI-DRUG UNIT:

Upon the request of Chief White, it was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize the purchase of two 35MM cameras at a price of \$99.95 each from Oxford Photo based on quotes received. All the Aldermen voting aye, Mayor Leslie declared the motion carried.

PURCHASE OF INTERCOM FOR MULTI-DRUG UNIT:

Upon the request of Chief White, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize the purchase of one intercom system at a cost of \$99.95 from Radio Shack for the Multi-Drug Unit. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PURCHASE CAR TELEPHONES FOR MULTI-DRUG UNIT:

Upon the request of Chief White, it was moved by Alderman Lamar, seconded by Alderman Cardwell to authorize the purchase of three GE Model TMX 8712MZH car telephones from Anderson Communications at the cost of \$1,105.00 each. This is on State Contract. All the aldermen voting

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DEMENT-MERIDIAN 55-8185

ADVERTISEMENT FOR BIDS FOR
EQUIPMENT FOR MULTI-DRUG UNIT:

aye, Mayor Leslie declared the motion carried.

Upon the request of Chief White, it was moved by Alderman Lamar, seconded by Alderman Jones to authorize advertisement for bids for the following equipment for the Multi-Drug Unit:

Body Wire repeater
Body Wire transmitter
VHS Camcorder
Drug Dog

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

SEIZED FUNDS FROM MULTI-DRUG
UNIT:

There came on for discussion the recommendation from the Lafayette County Metro Narcotics Control Unit, that funds received from the Charlie Glen Cook Case that have been turned over to the unit be shared with the Oxford Police Department - \$4,000.00
University Police Department - \$4,000.00
Lafayette County Sheriff's Dept. - \$4,000.00.
It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize the Clerk to disburse the money as recommended. All the Aldermen voting aye, Mayor Leslie declared the motion carried.

UNCOLLECTABLE CHARGES IN
THE 143 ACCOUNT OF OXFORD
ELECTRIC DEPARTMENT:

There came on for discussion the uncollectable accounts in the 143 account of the Oxford Electric Department. It was moved by Alderman Reeves, seconded by Alderman Lamar to take the accounts from the 143 account and transfer to the 904 account subject to the approval of the state auditor. All the aldermen voting aye, Mayor Leslie declared the motion carried.

INVOICE FROM HUGHES CONSULTING
FIRM:

It was moved by Alderman Reeves, seconded by Alderman Lamar to deny the payment of the invoice in the amount of \$800.00 from Hughes Consulting as it was not authorized by the board. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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DEMENT - MERIDIAN 55-8185

TRAVEL REIMBURSEMENT:

It was moved by Alderman Smith, seconded by Alderman Cardwell to authorize reimbursement for the Electric Department employees on authorized trips based on receipts being provided for meals at the rate of \$4.00 for breakfast; \$5.00 for lunch and \$9.00 for dinner. All the aldermen voting aye, Mayor Leslie declared the motion carried.

JOHNNY EARNEST, TEMPORARY
SUPERINTENDENT OF OXFORD
ELECTRIC DEPARTMENT:

Mayor Leslie announced that he had made Johnny Earnest, Temporary Head of the Electric Department after the suspension of Lloyd, and he requested that the Board make the appointment for 90 days and discuss salary after that time. It was moved by Alderman Jones, seconded by Alderman Lamar to authorize the appointment of Johnny Earnest, Superintendent of Oxford Electric Department for 90 days. All the aldermen voting aye, Mayor Leslie declared the motion carried and thanked Johnny for the good job that he is doing.

LEAVE OF ABSENCE
STEVE BEATTY:

A letter from Steve Beatty was read requesting a 6 month leave of absence due to medical reasons. It was moved by Alderman Lamar, seconded by Alderman Reeves to grant the leave of absence as requested as of November 12, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TRAVIS WILSON, ACTING
SUPERINTENDENT OF SANITATION DEPT.:

It was moved by Alderman Lamar, seconded by Alderman Cardwell to appoint Travis Wilson, Acting Superintendent of the Sanitation Department for 90 days at the same salary as he is currently making. All the aldermen voting aye, Mayor Leslie declared the motion carried. Mayor Leslie stated that salary will be looked at in 90 days.

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DEMENT-MERIDIAN 55-8185

POSTAGE METER FOR ELECTRIC DEPARTMENT:

It was moved by Alderman Cardwell, seconded by Alderman Lamar to authorize the Electric Department to lease a postage meter from Pitney Bowes in the amount of \$29.00 per month to be used on the postage machine in the city clerk's office. All the aldermen voting aye, Mayor Leslie declared the motion carried.

MAINTENANCE CONTRACT FOR COPY MACHINE IN ELECTRIC DEPARTMENT:

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize a maintenance contract for the copy machine in the Electric Department with Copywrite at a cost of \$754.00. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT ACCOUNTS:

It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize approval of the electric department accounts as presented with the addition of Memodex in the amount of \$108.41 for copy paper and Electra-Rec in the amount of \$848.85 for pole. All the aldermen voting aye, Mayor Leslie declared the motion carried.

HEAT PUMP AND WATER HEATER PROGRAM:

Johnny Earnest stated that he would discuss this program with TVA and have a recommendation to the board at a later meeting.

SURPLUS STREET LAMP POLE:

Johnny Earnest discussed with the board a surplus street lamp pole. Mayor Leslie requested that we keep the pole for now and use in the parking lot behind the federal building.

UNNECESSARY PURCHASE, ACCOUNTS AND SERVICES AUTHORIZED BY PREVIOUS SUPT. OF ELECTRIC DEPT.:

Johnny Earnest presented a list of items that have been changed, cancelled and suspended in the Electric Department. It was moved by Alderman Reeves, seconded by Alderman Jones to authorize acceptance as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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DEMENT-MERIDIAN 55-8185

ITEMS SUSPENDED AND CHANGES MADE WITHIN THE ELECTRIC DEPARTMENT AFTER OCTOBER 10, 1990:

CHANGES MADE WITHIN THE DEPARTMENT:

1. Changed all passwords for Central Service systems (payroll, general ledger accounts, meter inventory, etc)
2. Removed McClendon name from all Merrill Lynch investment accounts.
3. Informed TVA of suspension of McClendon.
4. Informed auditors, William T. VanStory, Inc., of McClendon suspension.
5. Advised First National Bank, by letter, to remove McClendon name from any and all signature cards on Electric Department accounts.
6. Changed locks on all doors to City Hall.
7. Changed combination to vault door.
8. Removed McClendon name from charge accounts at Sneed's Hardware, Finishing Touch, True Value Hardware, Sherwin Williams, Radio Shack and Walmart.
9. Returning all deliveries arriving that are not essential to operation.
10. Changed petty cash practices and sent out memo to all employees advising of these changes.
11. Changed practices for making long distance phone call. All employees are now completing forms for all long distance phone calls made from any city phone number.

PURCHASES CANCELLED:

1. Cancelled order from Adcom for a wrist pager.
2. Cancelled all reservations for upcoming seminars and obtaining any refunds for seminar costs and hotel accommodations:
 - a. Court Yard by Marriot - Nashville - Refund of \$96.91
 - b. Park Suite Hotel - Nashville - Refund of \$469.38
 - c. New Orleans Marriott - Refund of \$388.95
 - d. Electric Power Research - Partial refund of seminar registration cost
 - e. TVPPA - Partial refund of seminar registration cost (\$734.00)
3. Cancelled advertising that had been scheduled with the Oxford Eagle that had not been published.
4. Cancelled advertising that had been scheduled with J107 Radio that had not been announced yet.
5. Cancelled McClendon fuel card.

SUSPENDED SERVICES:

1. Suspended charge account at Kroger.
2. Suspended janitorial services of Wade Wortham hired in addition to other city contract.
3. Suspended cleaning service for uniforms at Star Cleaners.

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DEMENT—MERIDIAN 55-8185

TABULATION OF BIDS FOR
POLICE CARS:

Pursuant to the Notice to Bidders in the Oxford Eagle on October 18, and 25, 1990, the following bid was received and opened at 2:00 P.M.

Rebel, Inc.	\$14,374.00 each with standard warranty
	\$15,575.00 each with 100,000 mile warranty

It was moved by Alderman Jones, seconded by Alderman Reeves to reject the bid and authorize purchase of two police cars from State Contract price at a cost of \$13,274.00 each. All the Aldermen voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS FOR
COMPUTER FOR POLICE DEPT.:

Pursuant to the Notice to Bidders in the Oxford Eagle on October 18 and 25, 1990, the following sealed bids were received and opened at 2:00 P.M.:

The Computer Store, Oxford	\$2,752.70
ADAPC, INC., Pearl, MS	\$2,893.00
OCG., Inc., Oxford	\$2,983.00
Complete Computers, Batesville	\$2,994.95
Compuad, Memphis, TN	\$3,247.55
A-1 Electronics, Oxford	\$3,259.00

It was moved by Alderman Lamar, seconded by Alderman Smith to accept the bid of The Computer Store in the amount of \$2,752.70. All the aldermen voting aye, Mayor Leslie declared the motion carried.

TABULATION OF BIDS FOR
UNIFORMS FOR THE
POLICE DEPARTMENT:

Pursuant to the Notice to Bidders in the Oxford Eagle on October 18 and 25, 1990, the following sealed bids were received and opened at 2:00 P.M. for uniforms and accessories for the Police Department:

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DEMENT-MERIDIAN 55-8185

BID FOR UNIFORMS & ACCESSORIES FOR FISCAL YEAR 1991
D.U.C. = DELTA UNIFORM. M.S.U = MARTIN-SOUTHERN. SEC. SUP = SECURITY SUPPLY
MS PS = MIS POLICE SUPPLY. NATWD = NATION WIDE.

Table with columns: D.U.C., M.S.U., MID SOU, SEC. SUP, MS PS, NATWD, ROPER, KINNEY. Rows include UNIFORMS, LONG SLEEVE SHIRT, SHORT SLEEVE SHIRT, TROUSERS, JACKET-LIGHT, JACKET-HEAVY, CAP-AIRMAN, MESH SUMMER TOP, GABARDINE WINTER TOP, NECK TIES, TOTAL.

Table with columns: D.U.C., M.S.U., MID SOU, SEC. SUP, MS PS, NATWD, ROPER, KINNEY. Rows include RAIN WEAR, RAIN COVER, RAIN COATS, RAIN LEGGINGS, TOTAL.

Table with columns: D.U.C., M.S.U., MID SOU, SEC. SUP, MS PS, NATWD, ROPER, KINNEY. Rows include BOOTS & SHOES, WELLINGTONS, JODPHURS, LOW QUARTERS.

Table with columns: D.U.C., M.S.U., MID SOU, SEC. SUP, MS PS, NATWD, ROPER, KINNEY. Rows include ACCOUTERMENTS, WHISTLE, WHISTLE CHAIN, B-38-GOLD, B-38-SILVER, BL-296-GOLD, B-296-SILVER, SHOULDER PATCHES, EXPANSION CAP STRAPS, TIE TACS, O.F.D., MISS., SGT. COLLAR DEVISE, SM, SGT. COLLAR DEVISE, LG, LT COLLAR DEVISE, SM, LT COLLAR DEVISE, LG, CPT COLLAR DEVISE, SM, CPT COLLAR DEIVSE, LG, PINCH CLIP, WHISTLE, NAME PLATE, SERVING SINCE TAB, TOTAL.

Table with columns: D.U.C., M.S.U., MID SOU, SEC. SUP, MS PS, NATWD, ROPER, KINNEY. Rows include BODY ARMOR, < THR IIA PB ST-15.

Table with columns: D.U.C., M.S.U., MID SOU, SEC. SUP, MS PS, NATWD, ROPER, KINNEY. Rows include PATROL EQUIPMENT, BATONS, PR-24 STS, BATON, ASP COLLAPSIBLE, FLASH LIGHT, SL-20, REPLACEMENT BAT SL-20, SPEEDLOADERS, WEB BELT, HOLSTER, HANCUFF CASE, SPEEDLOADER POUCH, BELT KEEPERS, D-CELL RING, RADIO CASE, PR-24 BATON RING, SINGLE MAG POUCH, DOUBLE MAG POUCH, TOTE BAG-VINYL, TOTE BAG-NYLON, CITATION BOOK HOLDER, TRAFFIC VESTS, BARRICADE TAPE, CAR DOOR OPENERS, HANDCUFFS, TOTALS.

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It was moved by Alderman Lamar, seconded by Alderman Reeves to accept the bids as

follows:

Delta Uniforms for the Long Sleeve Shirt, Short sleeve shirt, trousers, light and heavy jacket, cap, neck ties, shoulder patches and pinch clip, whistle.

Martin-Southern Uniforms for Wellington and Jodphurs; B-38 Gold and Silver; BL-296 Gold and Silver; Expansion Cap Straps; O.P.D., Miss., SGT Collar Devise, SM, LG, Lt Collar Devise, SM, LG, Cpt Collar Devise, SM and LG, name plate and serving since tab, flash light and replacement batteries, tote bags (vinyl and nylon) and car door openers.

Mississippi Police Supply for Speedloaders, Web belt, handcuff case, speedloader pouch, belt keepers, D-cell ring, radio case, PR-24 Baton Ring, single mag pouch and double mag pouch.

Roper for Rain Cover, coats and leggings, whistle and whistle chain, tie tacs, batons, barricade tape and handcuffs.

Nationwide - citation book holder and traffic vests.

Kinney Shoes for low quarters at a price of \$39.09.

and that the body armor and holster bids be continued until the police department can make a determination as to which is the lowest and best bid. All the aldermen voting aye, Mayor Leslie declared the motion carried.

BEN SMITH APPOINTED TO
TO WORK ON PARKING LOTS
AND NEGOTIATE FOR LAND:

It was moved by Alderman Jones, seconded by Alderman Lamar to authorize Ben Smith, Director of Planning and Development to work on a design for the parking lot proposed behind city hall and the one behind the federal building and to negotiate acquiring land adjacent to the soccer field from Jack McCormick for use of the recreation department. All the aldermen voting

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CHRISTMAS DECORATIONS:

aye, Mayor Leslie declared the motion carried. Alderman Lamar discussed with the board the christmas wreaths that are in need of repair. The wreaths need fresh ribbon and it is estimated that we will need twenty bolts at a cost of \$450.00. It was moved by Alderman Lamar, seconded by Alderman Cardwell that we authorize the purchase of twenty bolts of ribbon at a cost of \$450.00 to be paid for from the Community Promotion budget. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RETIREMENT MEETING TUPELO:

It was moved by Alderman Smith, seconded by Alderman Cardwell, to authorize Brenda Hartley and Minnie Jones to attend the seminar of the retirement system at the IJC Campus in Tupelo on Friday, November 9, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

HUMANE SOCIETY:

Alderman Ed Cardwell presented the Mayor and each board member with a letter from Thomas J. Suszek, President of the Humane Society.

RETIREMENT QUAY HUDSON,
OXFORD POLICE DEPT:

Chief White advised the board that he had received a letter from Quay Hudson stating her plans to retire as of December 1, 1990. It was moved by Alderman Reeves, seconded by Alderman Cardwell to authorize acceptance of the notice of retirement. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RULES & REGULATIONS -POLICE DEPT.

Chief White presented the Mayor and Board with copies of proposed revised rules and regulations for the police department and requested that they look it over to be consideration for adoption at the next meeting.

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EXECUTIVE SESSION:

It was moved by Alderman Reeves, seconded by Alderman Lamar to remain in Executive Session to discuss personnel matter. All the aldermen voting aye, Mayor Leslie declared the motion carried.

City Clerk Chrestman went out into the hall and announced to the public that the board voted to remain in executive session.

REGULAR SESSION:


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

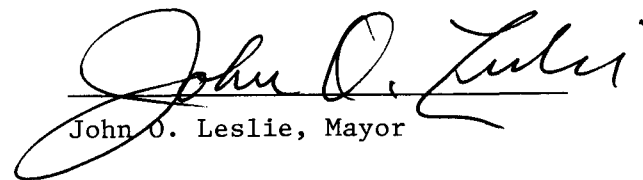
ELECTRIC DEPARTMENT
EMPLOYEES:

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize William Gill to work 20 hours per week at the rate of \$4.00 per hour and to authorize Judy Mooneyham to work on a temporary basis not to exceed 60 days at the rate of \$5.00 per hour and that Johnny Earnest be authorized to terminate other persons working for the electric department that were not authorized by the Board of Aldermen. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ADJOURN:

It was moved and seconded to adjourn Sine-Die.


Virginia H. Chrestman, City Clerk


John O. Leslie, Mayor

MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

NOVEMBER 12, 1990

8:00 A.M

The following Notice of Special Meeting was served by the Oxford Police Department:

NOTICE OF SPECIAL MEETING

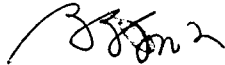
OF THE MAYOR AND BOARD OF ALDERMEN

OF THE CITY OF OXFORD

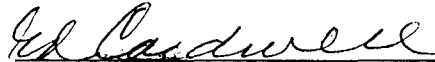
Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, WE, the undersigned aldermen, of the City of Oxford, Mississippi, do hereby call the MAYOR AND BOARD OF ALDERMEN OF OXFORD, MISSISSIPPI to a SPECIAL MEETING to be held MONDAY, NOVEMBER 12, 1990 at 8:00 A.M. in the City Hall for the transaction of important business. The business to be acted upon at the Special Meeting called is to consider the following:

To discuss participation in a Three Rivers Planning and Development Regional Landfill Study.

This the 9th day of November, 1990.




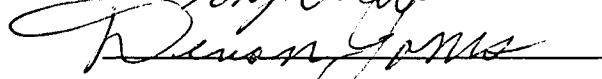
Bernie Smith, Alderman Ward IV



Ed Cardwell, Alderman At-Large

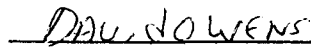
I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Ward I Alderman Devon Jones on

November 11, 1990 at 0955. 



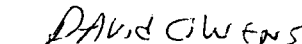
I, Chief of Police of Oxford, Mississippi, or an Oxford Policeman, do hereby certify that I have served a true and exact copy of the above and foregoing Notice upon Ward II Alderman Jim Reeves on 11-10-90

at 14:16.



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 Ward III Alderman Patricia C. Lamar on

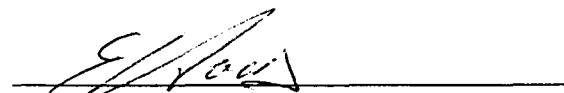
11-10-90 at 14:21.



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 Mayor John Leslie on 11-11-90

at 11-11-90

16:39



MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

CALL TO ORDER:

Pursuant to the Notice of Special Meeting, the Mayor Protempore and the Board of Aldermen did meet in a special meeting on the 12th day of November, 1990 in the City Hall when and where the following were present:

Patricia C. Lamar, Mayor Protempore - presiding
 Devon Jones, Alderman Ward I
 Bernie Smith, Alderman Ward IV
 Ed Cardwell, Alderman At-Large
 Ed Perry, City Attorney
 Connie Lagrone, City Engineer
 Ben Smith, Director of Planning & Development
 Virginia H. Chrestman, City Clerk

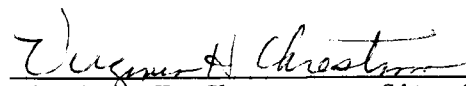
After the meeting was called to order, the following business was transacted:

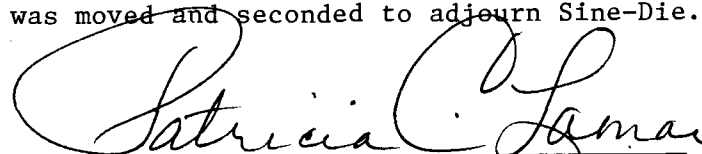
REGIONAL LANDFILL CONCEPT:

There came on for discussion the regional landfill concept and that Three Rivers Planning and Development is taking the lead role in coordinating for the planning district. There is a meeting planned for Tuesday, November 13, 1990 at the IJC Campus in Tupelo at 1:00 P.M. The district is in the process of interviewing engineers to make a study. It was moved by Alderman Cardwell, seconded by Alderman Smith that the City of Oxford send aldermen and city officials to Tupelo to the meeting and that they go with the authority to say that Oxford wants to participate in the study and be included in the investigation of the regional landfill concept. All the aldermen present voting aye, motion carried.

ADJOURN:

It was moved and seconded to adjourn Sine-Die.


 Virginia H. Chrestman, City Clerk


 Patricia C. Lamar, Mayor Protempore

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MINUTE BOOK No. 39, CITY OF OXFORD

DEMENT-MERIDIAN 55-8185

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

CITY OF OXFORD

REGULAR MEETING

7:00 p.m.

November 20, 1990

CALL TO ORDER:

The meeting of the Mayor and Board of Aldermen of the City of Oxford, MS, was called to order by Mayor John Leslie at 7:00 p.m. Tuesday, November 20, 1990, in the Court Room of City Hall when and where the following were present:

John Leslie, Mayor - Presiding

Devon Jones - Alderman Ward I

Jim Reeves - Alderman Ward II

Patricia C. Lamar - Alderman Ward III

Bernie Smith - Alderman Ward IV

Ed Cardwell - Alderman At-Large

Ed Perry - City Attorney

Hattie Simmons - Deputy City Clerk

Debbie McLarty - Tax Assessor

Steve Bramlett - Administrative Assistant
Police Department

Ernie Walker - City Shop Foreman

Travis Wilson - Acting Superintendent of
Sanitation

Johnny Earnest - Acting Superintendent of
Oxford Electric Department

Terry McDonald - Fire Chief

Allen Jones - Director of Parks & Recreation

Connie Lagrone - City Engineer

ADOPTION OF AGENDA:

It was moved by Alderman Smith, seconded by Alderman Cardwell to adopt the agenda as printed with the deletion of 17a and the addition of items 30-34. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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MINUTES:

There being no additions or corrections, the minutes of November 6 and 12, 1990 were approved as printed.

OXFORD HUMANE SOCIETY:

Thomas Suzsek, President of the Oxford-Lafayette Humane Society came before the Mayor and Board of Aldermen to discuss the need for a new facility for dogs and cats. The present facility is in need of repair. The cost of a new building would cost around \$80,000. Mayor Leslie explained that at this time the city could not spend that amount and suggested that the group meet with Alderman Cardwell, Connie Lagrone and himself and discuss this further.

TABULATION OF BIDS FOR
1991 ONE-HALF TON PICK UP
FOR WATER DEPARTMENT:

Pursuant to the Notice to Bidders in The Oxford Eagle on November 2 and November 9, 1990, the following bids were received and opened at 2:00 p.m.:

Metro Ford, Inc.	\$12,149.65 (state contract)
	1991 F250 pickup - F.O.B. Tupelo
Rebel, Inc.	\$13,452.00
Belk Ford-Mercury, Inc.	\$13,745.00
	1991 F250 Pickup

City Attorney Ed Perry explained the new method of purchasing as follows:

1. Bid from any dealer in State.
2. Bid from any dealer within county so long as price not more than 3% above sticker price. Even if price is more than non county dealer.
3. Buy on state contract the state contract item from the authorized vendor without bid.
4. Buy from any dealer the identical state contract item at price not to exceed state contract price without bid.

After discussion, it was moved by Alderman Reeves, seconded by Alderman Lamar to rescind the action taken at the meeting of November 6 and authorize the purchase of a 3/4 Ton pickup from Metro Ford in the amount of \$13,308.67 and a 1/2 Ton

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BIDS CONTINUED:

Ton pickup from Metro Ford in the amount of \$12,149.65. All the aldermen voting aye, Mayor Leslie declared the motion carried.

RESERVES FOR THE POLICE DEPARTMENT:

It was moved by Alderman Lamar, seconded by Alderman Smith to authorize William H. Knott, Craig G. Brummett and John Ramsey to work as Reserves for the Police Department. All the aldermen voting aye, Mayor Leslie declared the motion carried.

BIDS ON BODY ARMOR AND HOLSTERS CONTINUED FROM LAST MEETING:

Steve Bramlett, Administrative Assistant - Oxford Police Department, came before the Mayor and Board and recommended that the holsters be purchased from Nationwide and that the bids on the body armor be continued until the next meeting. It was moved by Alderman Jones, seconded by Alderman Lamar to authorize the purchase of the holsters from Nationwide Salvage and that the bids be continued on the body armor. All the aldermen voting aye, Mayor Leslie declared the motion carried.

REVISED RULES AND REGULATIONS FOR THE POLICE DEPARTMENT:

There came on for consideration the matter of the adoption of Revised Rules and Regulations for the Police Department. After discussion it was decided to continue this until the next meeting.

CITY SHOP FOREMAN:

It was decided to continue this matter until the next meeting.

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ORDINANCE 1990-15:

It was moved by Alderman Lamar, seconded by Alderman Reeves to adopt Ordinance 1990-15, "AN ORDINANCE TO AMEND SECTIONS 12-7 AND 12-29 OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI, PERTAINING TO REMOVAL OF UNDESIRABLE GRASS, WEEDS OR BRUSH FROM PROPERTY, HEARINGS BEFORE THE BOARD, LIENS, PENALTIES, AND FOR RELATED PURPOSES". Said Ordinance is recorded in Ordinance Book 4 at pages 487-489. All the aldermen voting aye, Mayor Leslie declared the motion carried and the ordinance adopted.

HEARING:

Ben Smith, Director of Planning & Development discussed with the board the two parcels, one on Price Street and one on South Lamar, that were in need of cleaning.

After discussion it was moved by Alderman Reeves, seconded by Alderman Lamar to authorize a hearing to be set for December 18 and that Ben Smith notify the property owners of the hearing. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PURCHASE OF BULBS FOR ISLANDS ON THE SQUARE:

Connig Lagrone presented quotes to the Mayor and Board for the purchase of bulbs to plant on the islands on the Square as follows:

- The Garden Center
 - 1000 Jonquil Bulbs
 - Mixed come 400 bulbs per pack, so have to order
 - 800 = \$280.00 or 1200 = \$420.00 which is \$0.35 per bulb.
 - 1000 Tulip Bulbs
 - Mixed = \$0.18 per bulb
 - Solid Colors = \$0.22.5 per bulb (minimum of 200 per color)
- The Greenery
 - 1000 Jonquil Bulbs
 - Mixed or Solid Colors = \$0.35 per bulb for 1st grade
 - 1000 Tulips
 - Mixed or Solid Colors - \$0.32 per bulb for 1st grade

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PURCHASE OF BULBS CONTINUED:

Based upon the recommendation of Connie Lagrone, it was moved by Alderman Lamar, seconded by Alderman cardwell to authorize the purchase of the Tulips from The Garden Center at \$0.22.5 per bulb and the Jonquils from The Greenery at \$0.35 per bulb. All the aldermen voting aye, Mayor Leslie declared the motion carried.

Alderman Lamar announced that the Oxford Mall donated 1845 pansies for the islands on the Square.

REQUEST FOR PAYMENT
PANNEL, KERR, FORSTER:

There came on for consideration the request for payment of invoice from Pannell, Kerr, Forster in the amount of \$11,643.59. After discussion it was decided not pay this invoice at this time.

PURCHASE OF COVERALLS
FOR SANITATION DEPARTMENT:

Travis Wilson, Acting Superintendent of the Sanitation Department presented to the Board the following quotes for the purchase of coveralls for the Sanitation Department:

Walmart	\$38.94 each
Hunters' Hollow, Inc.	\$51.95 each
J. C. Penny	\$46.75 each

It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize the purchase of the coveralls from Walmart at \$34.98 per pair. All the aldermen voting aye, Mayor Leslie declared the motion carried.

AUTHORIZE ADVERTISEMENT FOR
SALE OF SURPLUS EQUIPMENT
SANITATION DEPARTMENT

It was moved by Alderman Cardwell, seconded by Alderman Jones to authorize advertisement for sale of surplus equipment (1984 Ford Front Loader - Sanitation Department). All the aldermen voting aye, Mayor Leslie declared the motion carried.

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TRAFFIC SIGNAL CHANGES
 JEFFERSON, N. 16th, AVENT
 AND JEFFERSON, N. 14th:

Johnny Earnest, Acting Superintendent of Oxford Electric Department discussed with the board the recommended traffic signal changes at Jefferson N. 16th and AVENT Street and Jefferson and N. 14th Street.

After discussion, it was moved by Alderman Reeves, seconded by Alderman Lamar to remove the stop signs at Jefferson and N. 14th Street and change the traffic signal at Jefferson, N. 16th and AVENT Street to make Jefferson straight.

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

CITY CLERK AND TAX ASSESSOR
 TO ATTEND CERTIFICATION UPDATE:

It was moved by Alderman Lamar, seconded by Alderman Reeves to authorize Virginia Chrestman, City Clerk and Debbie McLarty, Tax Assessor to attend the 1990 Certification Update for Municipal Clerks, Assessors in Jackson, MS, December 12-14, 1990.

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

PURCHASE OF MOBILE PHONE
 FOR THE FIRE CHIEF'S CAR:

Bases upon quotes presented to the board by Terry McDonald, Fire Chief, it was moved by Alderman Lamar, seconded by Alderman Jones to authorize the purchase of a mobile phone for the Fire Chief's car on state contract price. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PURCHASE OF TWO PORTABLE
 GENERATORS:

Terry McDonald, Fire Chief, presented the following quotes:

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PURCHASE OF TWO GENERATORS CONTINUED:

OXFORD FIRE DEPARTMENT
PRICE QUOTES ON EMERGENCY GENERATORS

NAME OF VENDER	SIZE OF GENARATOR	PRICE
SPARKS AUTO PARTS	5400 WATTS	\$ 1,214.00
	950 WATTS	412.94
B & L AUTO PARTS	5500 WATTS (110/220)	875.00
	2500 WATTS	495.00
PARNELL SMALL ENGINs	6000 WATTS (110/220)	1,250.00
	1000 WATTS	700.00
SNEED'S HARDWARE	5000 WATTS (110/220)	\$650.00
	2500 WATTS	650.00

Based upon the quotes, it was moved by Alderman Cardwell, seconded by Alderman Lamar to purchase two generators from Sneed's Hardware at a cost of \$650.00 each. All the aldermen voting aye, Mayor Leslie declared the motion carried.

PURCHASE OF MOBILE PHONE FOR THE CHIEF OF POLICE CAR AND ASP BATONS FOR PATROL DIVISION:

Steve Bramlett, Administrative Assistant, Oxford Police Department came before the Mayor and Board of Aldermen for authorization to purchase a mobile phone for the Chief of Police car and asp batons for the patrol division. These items are to be purchased with special funds received from the Cook case. After discussion, it was decided to continue this until the next meeting.

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ADDENDUM TO WARE, LIND, FURLOW
FOR INSTALLATION OF PROTECTIVE
COVERS AND LOCKS RE: LANDFILL:

It was decided to continue this matter until the next meeting.

SALE OF JUNK PARTS AT
CITY SHOP:

It was moved by Alderman Reeves, seconded by Alderman Lamar to authorize for sale junk parts at the City Shop. All the Aldermen voting aye, Mayor Leslie declared the motion carried.

PURCHASE OF STORAGE RACKS:

Johnny Earnest, Acting Superintendent of Oxford Electric Department came before the Mayor and Board of Aldermen and discussed the need for storage racks for the records in the Electric Department. Some records are required to be kept for a period of 50 years. The present room that is being used for storage does not have shelves to store this material and it is being stacked. which makes it difficult to look up records. The cost of the racks would not exceed \$1200.00. It was moved by Alderman Lamar seconded by Alderman Cardwell to authorize the purchase of the racks based on quotes. All the aldermen voting aye, Mayor Leslie declared the motion carried.

Mr. Earnest was asked later if he needed these racks needed to be purchased immediately. After discussion it was decided that Mr. Earnest would get quotes and bring to the Board at the next meeting.

REPAIR OF LEAF MACHINE:

Ernie Walker, City Shop Foreman, discussed with the board the need to purchase parts to repair the leaf machine. After discussion, it was moved by Alderman Lamar, seconded by Alderman Smith to authorize Ernie Walker to purchase parts to repair the leaf machine. All the aldemmen voting aye, Mayor Leslie declared the motion carried.

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ELECTRIC DEPARTMENT EMPLOYMENT POLICY:

Based upon the recommendation of Johnny Earnest, Acting Superintendent of Oxford, Electric Department, it was moved by Alderman Cardwell, seconded by Alderman Jones that the Electric Department adopt the Policy that all other employees are under due to irregularities in the present policy. All the aldermen voting aye, Mayor Leslie declared the motion carried.

LIGHTING AROUND SQUARE:

Johnny Earnest, Acting Superintendent of Oxford Electric Department discussed with the board complaints he had received about the brightness of the lights around the square. After discussion, it was moved by Alderman Smith, seconded by Alderman Lamar to authorize the changing of some of the lights to 175 mercury vapor where needed. All the aldermen voting aye, Mayor Leslie declared the motion carried.

ELECTRIC DEPARTMENT ACCOUNTS:

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

PARKING LOT BEHIND RELIABLE GLASS:

Ben Smith reported on the parking lot behind reliable glass. Ben recommended at this time that this lot be made more or less an overflow lot and that it be gravel for a while.

PUBLIC HOUSING CONTRACT:

It was moved by Alderman Lamar, seconded by Alderman Cardwell that the City enter into the following Public Housing Contract and that the Police Department Budget be amended as follows:

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PUBLIC HOUSING DRUG ELIMINATION PROGRAM

CONTRACT FOR SERVICES

BETWEEN

OXFORD HOUSING AUTHORITY
 THE CITY OF OXFORD MISSISSIPPI
 FOR AND ON BEHALF
 THE OXFORD POLICE DEPARTMENT
 AND THE
 LAFAYETTE COUNTY, OXFORD, UNIVERSITY OF MISSISSIPPI
 MULTI-JURISDICTIONAL DRUG UNIT

This contract made and entered into this the 20th day of November, 1990, by and between Oxford Housing Authority, The City of Oxford, Mississippi, for and on behalf of the Oxford Police Department and the Lafayette County, Oxford, University of Mississippi Multi-Jurisdictional Drug Unit.

WITNESSETH: That Oxford Housing Authority, The City of Oxford, Mississippi, for and on behalf of the Oxford Police Department and the Lafayette County, Oxford, University of Mississippi Multi-Jurisdictional Drug Unit for the consideration stated herein, mutually agree as follows:

ARTICLE I. STATEMENT OF WORK. Work being funded under this 1990 Public Housing Drug Elimination Program (PHDEP) Grant is for special law enforcement details to help eradicate drugs and drug related crime in housing communities administered by the Oxford Housing Authority. The specific hours, nature, and frequency, as well as, the manpower said patrol need will be determined by the Oxford Housing Authority with input from the Oxford Police Department and the Lafayette County, Oxford, University of Mississippi Multi-Jurisdictional Drug Unit. It is understood between these contracting parties that specific, measurable tasks be assigned to each patrolling officer or team of officers and that a log of shift activities be maintained. The format for said log of activities shall be agreed upon by all the contracting parties. It is further understood that overtime work performed by the Oxford Police Department and the Lafayette County, Oxford, University of Mississippi Multi-Jurisdictional Drug Unit under this contract is to in no way substitute for work currently being done but is to expand and focus existing efforts. The Oxford Police Department and the Lafayette County, Oxford, University of Mississippi Drug Unit understand that compliance with the Authority's policy of non discrimination is mandatory.

ARTICLE II. EQUIPMENT, INSURANCE AND UNIFORMS. The Oxford Police Department and the Lafayette County, Oxford, University of Mississippi Multi-Jurisdictional Drug Unit will assume any and all costs of equipment, liability and other insurance and uniforms for the use of their respective staff under this PHDEP contract. The Oxford Housing Authority assumes no responsibility for damages to persons or property under the terms of this contract.

ARTICLE III. CONTRACT PRICE. The Oxford Housing Authority will reimburse the City of Oxford Mississippi for all overtime incurred by the police officers of the City of Oxford Police Department and agents of the Lafayette County, Oxford, University of Mississippi Multi-Jurisdictional Drug Unit at a rate of \$13.00 per hour during these special and specific drug interdiction and eradication details in and on the Oxford Housing Authority's properties. Reimbursement will be made monthly, only after proper documentation has been provided to the Oxford Housing Authority for services rendered, specific hours worked, nature and frequency of patrols. The salary liability incurred shall not exceed forty-eight thousand dollars (\$48,000.00), including F.I.C.A. taxes and retirement benefits for a twelve (12) month period.

ARTICLE IV. FRINGE BENEFITS. The City of Oxford understands that the Oxford Housing Authority will not be responsible for withholding federal or state taxes, social security, retirement, insurance, worker's compensation or unemployment.

ARTICLE V. PAYMENT. The Oxford Housing Authority shall reimburse the City of Oxford once per calendar month upon request It shall be the responsibility of the Oxford Police Department and the Lafayette County, Oxford, University of Mississippi Multi-Jurisdictional Drug Unit to provide the time sheets on each individual officer involved in

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this grant, along with a synopsis of duties and activities preformed by the last working day of each calendar month.

ARTICLE VI. DURATION OF CONTRACT. This contract shall remain in effect from November 20, 1990, until December 31, 1991, or upon thirty (30) days written notice of termination by the Oxford Housing Authority.

This Instrument contains the entire Agreement between Oxford Housing Authority, The City of Oxford Mississippi, for and on behalf of the Oxford Police Department and the Lafayette County, Oxford, University of Mississippi Multi-Jurisdictional Drug Unit. It is the responsibility of the Oxford Police Department and the Lafayette County, Oxford, University of Mississippi Multi-Jurisdictional Drug Unit to make their respective personnel familiar with the terms of this contract.

IN WITNESS WHEREOF, THE WITNESSES HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AS THE 20TH DAY OF NOVEMBER, 1990.

OXFORD HOUSING AUTHORITY

BY: Phyllis S. Johnson
Executive Director

City of Oxford Mississippi

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

SEAL

NOTARY PUBLIC

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ACCOUNT #	DESCRIPTION	CURRENT BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
1-100-420	POLICE SALARIES	\$803,046.00	\$0.00	\$803,046.00
421	OVERTIME	\$45,000.00	\$39,648.00	\$84,648.00
460	POLICE RETIREMENT	\$82,685.00	\$4,680.00	\$87,365.00
470	POLICE F.I.C.A. TAXES	\$64,876.00	\$3,672.00	\$68,548.00
	SUB-TOTAL	\$995,607.00	\$48,000.00	\$1,043,607.00
1-100-520	POLICE PRISONER CARE	\$47,500.00	\$0.00	\$47,500.00
535	POLICE UNIFORMS	\$8,000.00	\$0.00	\$8,000.00
555	POLICE OPERATING SUP	\$14,000.00	\$0.00	\$14,000.00
570	POLICE MOT. VEH. REP.	\$0.00	\$0.00	\$0.00
575	POLICE OTHER MAINT.	\$2,000.00	\$0.00	\$2,000.00
	SUB-TOTAL	\$71,500.00	\$0.00	\$71,500.00
1-100-600	PROFESSIONAL SERVICES	\$8,100.00	\$0.00	\$8,100.00
601	POLICE TRAINING	\$8,000.00	\$0.00	\$8,000.00
605	POLICE COMM-TELE	\$1,000.00	\$0.00	\$1,000.00
606	POLICE COMM-RADIO	\$6,000.00	\$0.00	\$6,000.00
610	POLICE TRAVEL	\$3,000.00	\$0.00	\$3,000.00
611	POLICE TRAVEL-TRAINING	\$0.00	\$0.00	\$0.00
615	POLICE ADVERTISING	\$200.00	\$0.00	\$200.00
630	POLICE UTILITIES	\$12,500.00	\$0.00	\$12,500.00
690	POLICE MISC.	\$1,500.00	\$0.00	\$1,500.00
691	POLICE INFOR & BUY MONEY	\$500.00	\$0.00	\$500.00
692	POLICE ID BUREAU	\$1,500.00	\$0.00	\$1,500.00
698	MATCH GRANT DUI	\$0.00	\$0.00	\$0.00
700	MATCH GRANT ANTI-DRUG	\$15,000.00	\$0.00	\$15,000.00
	SUB-TOTAL	\$57,300.00	\$0.00	\$57,300.00
1-100-730	POLICE MACHIN. & EQUIP.	\$36,000.00	\$0.00	\$36,000.00
	SUB-TOTAL	\$36,000.00	\$0.00	\$36,000.00
	GRAND TOTAL	\$1,160,407.00	\$48,000.00	\$1,208,407.00

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

ENGINEERING FOR PARKING LOT
BEHIND CITY HALL:

T. W. Elliott came before the Mayor and Board of Aldermen to discuss the engineering for the parking lot behind City Hall. Mr. Elliott stated that the board had several options they could take. The board could go ahead and select Elliott and Britt based on the proposal submitted and a fee would be negotiated or Connie Lagrone, City Engineer could prepare a scope of work and get proposals from other engineering firms.

After discussion, it was moved by Alderman Reeves, seconded by Alderman Cardwell for Connie Lagrone to prepare a scope of work and discuss this with more than one engineering firm. The vote was as follows:

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ENGINEERING CONTINUED:

Voting aye - Reeves, Cardwell

Voting No - Lamar, Jones, Smith

Motion failed.

It was moved by Alderman Smith, seconded by Alderman Jones, that the firm of Elliott and Britt be retained for this project.

The vote was as follows:

Voting aye - Smith, Jones, Cardwell

Voting No - Reeves, Lamar

Mayor Leslie declared the motion carried. Mr. Elliott is to make a report at the next board meeting concerning the fee for the project

TYLER PLACE SUBDIVISION
PHASE I FINAL PLAT APPROVAL:

Rylan Sneed came before the Mayor and Board of Aldermen to present Tyler Place Subdivision Phase I final plat approval. After discussion, it was moved by Alderman Lamar, seconded by Alderman To authorize approval of Tyler Place Subdivision, Phase I as presented. All the aldermen voting aye, Mayor Leslie declared the motion carried.

THREE RIVERS

Alderman Smith reported on the meeting with the Regional Solid Waste Study Committee. Eight counties including Lafayette are involved in this group. Four engineering firms submitted proposals. Out of the four Neel Schaffer was selected. The study committee now enters into neogtiation with Neel Schaffer to do a study. They have each municipality to pass a resolution to do this study. The cost of the study based on our population would be \$9,929. There may be grant money available to offset the cost of the study that would make the cost less.

After discussion, it was moved by Alderman Smith, seconded by Alderman Lamar that the

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THREE RIVERS CONTINUED:

Professional Services Budget of the Sanitation Department be amended in the amount of \$9,929 to allow us to enter into this resolution. All the aldermen voting aye, Mayor Leslie declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Lamar that the City of Oxford adopt the following resolution not to exceed \$9,929. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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RESOLUTION

WHEREAS, _____ Oxford _____ (County or Municipality) _____, a political sub-division of the State of Mississippi organized and existing under the laws of the State of Mississippi and Three Rivers Planning and Development District, Inc., a non-profit, Mississippi Corporation, organized and existing under the laws of the State of Mississippi have been negotiating concerning a feasibility study for a joint and/or regional solid waste management plan; and

WHEREAS, _____ Oxford _____ (County or Municipality) and Three Rivers Planning and Development District, Inc., have reached an agreement concerning sharing of costs relative to the feasibility study for a regional solid waste management plan; and

WHEREAS, under the provisions of Section 17-19-1, Mississippi Code 1972 Annotated, the Board of Supervisors of each county, and the governing authorities of each municipality are authorized and empowered to pay such sums as they deem necessary and desirable, out of any available funds of the county or municipality which are not required for any other purpose, to the planning and development district in which the county and municipality is located.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

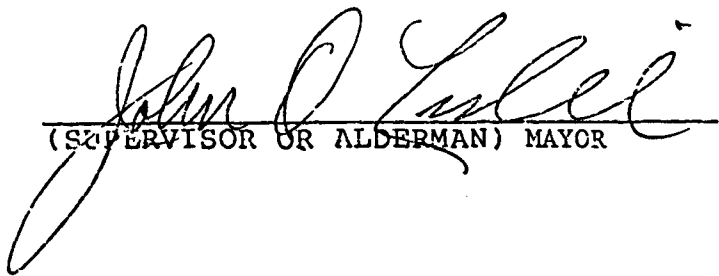
That _____ Oxford _____ (County or Municipality) should participate in and be a member of a group of Mississippi governmental sub-divisions associated together for purposes of authorizing Three Rivers Planning and Development District, Inc., to contract for a feasibility study concerning a joint regional waste management program and/or plan that _____ Oxford _____ (County or Municipality) shall participate in and contribute to the total cost of said feasibility study including but not limited to professional and/or engineering fees, in a total amount of _____ percent of the total costs of said feasibility study with said percentage being the cost share for this agency or political

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sub-division. That upon receipt of a copy of this resolution, that Three Rivers Planning and Development District, Inc., should be and is hereby authorized to act on behalf of this political sub-division in contracting with an engineering firm to conduct a feasibility study concerning a regional solid waste management plan. That the total cost of said contractual services shall be paid by the members participating in this association with Three Rivers Planning and Development District, Inc., and in the various percentages shown in this and other enabling resolutions. That Three Rivers Planning and Development District, Inc., through their properly authorized and designated representatives, is authorized and directed to contract with an engineering firm to conduct a feasibility study that is the subject of this resolution concerning a regional solid waste management plan and further that the cost share of this political sub-division shall be paid to Three Rivers Planning and Development District, Inc., as statements are received by this political sub-division from Three Rivers Planning and Development District, Inc., for its cost share under the percentage designated in this resolution. That the political sub-division recognizes that the adoption of this resolution shall be an inducement for Three Rivers Planning and Development District, Inc., to enter into said contractual agreement or agreements for said feasibility study for the solid waste management plan. That said engineering firm and/or professional organizations shall be selected by a committee appointed by the participating members and each member shall have a vote equal to their percentage of cost share and the total votes cast therein.

This the 20th day of November, 1990.


(SUPERVISOR OR ALDERMAN) MAYOR

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(SUPERVISOR OR ALDERMAN)

(SUPERVISOR OR ALDERMAN)

(SUPERVISOR OR ALDERMAN)

(SUPERVISOR OR ALDERMAN)

(MAYOR IF APPLICABLE)

(SEAL)

ATTEST:

CLERK

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THREE RIVERS CONTINUED:

Connie Lagrone reported that BFI indicated they were still interested in purchasing the landfill. They are asking that they have an opportunity to be heard prior to January 1st. It was moved by Alderman Lamar, seconded by Alderman Smith that the board meet privately with each group and then ask for sealed bids. All the Aldermen voting aye, Mayor Leslie declared the motion carried. Connie Lagrone is to arrange the meetings.

QUITCLAIM DEED TRANSFERRING TITLE TO ENTEX:

It was moved by Alderman Smith, seconded by Alderman Lamar to authorize the Mayor and City Clerk to execute easements to Entex transferring the title to Entex. All the aldermen voting aye, Mayor Leslie declared the motion carried.

EXECUTIVE SESSION:

It was moved by Alderman Lamar, seconded by Alderman Reeves to remain in Executive Session to discuss a land purchase. All the aldermen voting aye, Mayor Leslie declared the motion carried.

Alderman Reeves went out into the hall and announced to the public that the board voted to remain in Executive Session.

REGULAR SESSION:

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

LAND PURCHASE:

It was moved by Alderman Lamar, seconded by Alderman Reeves to offer \$6,500 per acre for the land on McElroy Drive. All the aldermen voting aye, Mayor Leslie declared the motion carried.

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A RESOLUTION AUTHORIZING THE USE
OF SURPLUS MUNICIPAL FUNDS FOR
DEVELOPMENT OF ADDITIONAL RECREATIONAL
FACILITIES AT THE OXFORD SOFTBALL-
SOCCER COMPLEX, AND FOR RELATED PURPOSES

WHEREAS, the City of Oxford, Mississippi, desires to construct additional recreation facilities at the Oxford Softball-Soccer Complex located on McElroy Drive; and,

WHEREAS, the City of Oxford, Mississippi, has the sum of \$91,000 currently available from surplus municipal funds which may be used for such purposes; and,

WHEREAS, the City of Oxford, Mississippi, hereby acknowledges that the Mississippi Department of Wildlife, Fisheries, and Parks has federal funds available for development of public recreation facilities through the Land and Water Conservation Fund; and,

WHEREAS, the City of Oxford, Mississippi, desires to apply for such federal funds from the Mississippi Department of Wildlife, Fisheries, and Parks on or before December 14, 1990.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI:

1. That surplus municipal funds in an amount not to exceed \$91,000 are hereby authorized to be used for acquisition and development of additional recreation facilities at the Oxford Softball-Soccer Complex.
2. That Mayor John O. Leslie is hereby authorized to prepare, sign, and deliver such application(s) to the Mississippi Department of Wildlife, Fisheries, and Parks as may be required to secure a matching grant from the Land and Water Conservation Fund.
3. That the Oxford Park Commission is hereby designated as the "citizens's committee" required to be established for the purposes of the Land and Water Conservation Fund and is hereby directed to hold a public hearing regarding such project and to assemble such data, maps, plans, cost estimates and other materials as may be required for submission of such application.

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Upon motion of Alderman Lamar, seconded by Alderman Reeves, the above Resolution was passed by the following vote:

- Alderman Jones voted aye
- Alderman Lamar voted aye
- Alderman Cardwell voted aye
- Alderman Smith voted aye
- Alderman Reeves voted aye

Passed and approved this the 20th day of November, 1990

/s/ John O. Leslie
John O. Leslie, Mayor

/s/ Virginia H. Chrestman
Virginia H. Chrestman
City Clerk

(Seal)

RECESS:

It was moved by Alderman Smith, seconded by Alderman Cardwell to recess to meet at 8:00 a.m., Wednesday, November 28, 1990. All the aldermen voting aye, Mayor Leslie declared the motion carried.

Hattie B. Simmons
Virginia H. Chrestman, City Clerk
By: Hattie B. Simmons, Deputy Clerk

John Leslie
John Leslie, Mayor

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RECESS MEETING

8:00 a.m. November 28, 1990

CALL TO ORDER:

Pursuant to that order of November 20, 1990, the Mayor and Board of Aldermen of the City of Oxford, Mississippi did meet on Wednesday, November 28, 1990 at 8:00 a.m. in the courtroom of City Hall when and where the following were present:

John Leslie, Mayor - Presiding
Devon Jones - Alderman Ward I
Jim Reeves - Alderman Ward II
Bernie Smith - Alderman Ward IV
Ed Cardwell - Alderman At-Large
Ed Perry - City Attorney
Virginia H. Chrestman - City Clerk
Johnny Earnest - Acting Superintendent
Oxford Electric
Connie Lagrone - City Engineer
Ben Smith - Director of Planning &
Development

PAYMENT TO PANNEL, KERR
FORSTER:

After discussion, it was moved by Alderman Reeves, seconded by Alderman Jones to authorize payment in the amount of \$11,643.59 to Pannell, Kerr, Forster for the Public Assembly per contract. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

FOYER AT LIBRARY:

It was agreed that the city painter would paint the foyer at the Oxford-Lafayette County Library with the Library furnishing the paint.

RETIREMENT - QUAY HUDSON:

It was moved by Alderman Cardwell, seconded by Alderman Jones to adopt the following resolution:

RESOLUTION

from
the MAYOR and
BOARD of ALDERMEN
City of Oxford

WHEREAS, Quay Hudson has served faithfully in the execution of her duties as an employee of the City of Oxford Police Department, from October 1, 1968 to December 1, 1990, and

WHEREAS, in serving the City of Oxford, Mrs. Hudson has set an example of dependability, capability and integrity in performing all of her duties, and

WHEREAS, Mrs. Hudson has been an effective and dedicated employee during the past twenty-three years;

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and Board of Aldermen of the City of Oxford, Mississippi, expresses its appreciation and recognition of the excellent and dedicated service of Mrs. Hudson; and

BE IT FURTHER RESOLVED: That a copy of this resolution be spread on the minutes of the City of Oxford, Mississippi, and that a copy be presented to Mrs. Quay Hudson.

Mayor John D. Leslie

Date November 28, 1990

Board of Aldermen

Ed Cardwell

Devon Jones

Jimmy H. Reeves

Bob Smith

Virginia Chestnut, city clerk

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DECEMBER 24TH HOLIDAY:

It was moved by Alderman Cardwell, seconded by Alderman Smith to grant December 24, 1990 as a holiday for city employees. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

ADVERTISING:

Johnny Earnest discussed with the board proposed advertising for the Oxford Electric Department. He played 6 different spots that had been prepared by J-107 Radio Station. TVA will pay for one-half of the cost of any advertising done by the Electric Department. It was agreed that the Oxford Electric Department would advertise and promote Oxford by using the different radio stations in Oxford.

HUMANE SOCIETY:

The board agreed to meet on Wednesday, December 5th with the members of the Humane Society.

APPRAISALS FOR PROPERTY:

Upon the recommendation of Ed Perry, it was moved by Alderman Cardwell, seconded by Alderman Jones to authorize Ben Smith and Ed Perry to get two appraisals for the property that we propose to purchase from Jack McCormick. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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RIBBON FOR CHRISTMAS
DECORATIONS:

It was moved by Alderman Cardwell, seconded by Alderman Reeves to authorize the additional purchase of ribbon for the decorations based on quotes received. The total estimated cost is now \$900.00. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

REPAIR 1985 CHEVROLET
TRUCK USED BY SANITATION
DEPARTMENT:

It was moved by Alderman Cardwell, seconded by Alderman Reeves to authorize the purchase of a carburetor based on quotes received from Rebel, Inc. to repair the 1985 Chevrolet garbage truck. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

HANGING FILE RACK FOR
ELECTRIC DEPARTMENT:

It was moved by Alderman Reeves, seconded by Alderman Cardwell to authorize the purchase of hanging file rack for computer binders for the electric department based on proposals. The rack is \$469.00 each for two from Pitner and to authorize the purchase of a storage rack for 80 boxes from Global Record Storage Center at a cost of \$442.50. All the aldermen present voting aye, Mayor Leslie declared the motion carried.

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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 1990A by Lafayette County, Mississippi in the maximum aggregate principal amount of \$4,800,000, and the issuance of Hospital Revenue Bonds (Baptist Memorial Hospital-North Mississippi, Inc. Project) Series 1990B by Lafayette County, Mississippi in the aggregate principal amount of \$20,000,000. After a discussion of the subject, Alderman

Jones offered and moved the adoption of the following resolution:

RESOLUTION APPROVING THE ISSUANCE OF HOSPITAL REVENUE REFUNDING BONDS (BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI) SERIES 1990A BY LAFAYETTE COUNTY, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$4,800,000, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND THE OUTSTANDING PORTION OF HOSPITAL REVENUE BONDS (OXFORD-LAFAYETTE COUNTY HOSPITAL PROJECT), SERIES 1984 OF THE COUNTY IN THE ORIGINAL PRINCIPAL AMOUNT OF \$4,500,000, DATED NOVEMBER 1, 1984, AND APPROVING THE ISSUANCE OF HOSPITAL REVENUE BONDS (BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC. PROJECT) SERIES 1990B BY LAFAYETTE COUNTY, MISSISSIPPI IN THE AGGREGATE PRINCIPAL AMOUNT OF \$20,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO IMPROVE, MAINTAIN, EXTEND, EQUIP AND FURNISH THE OXFORD-LAFAYETTE COUNTY HOSPITAL, LOCATED WITHIN THE BOUNDARIES OF THE CITY OF OXFORD, MISSISSIPPI AND THE COUNTY, TO PAY INTEREST ON THE BONDS DURING CONSTRUCTION OF THE PROJECT AND FOR SIX (6) MONTHS AFTER THE ESTIMATED DATE OF COMPLETION, TO PAY ENGINEERING, FISCAL, PRINTING, ACCOUNTING, FINANCIAL ADVISOR, CONSTRUCTION MANAGER, FEASIBILITY CONSULTANT, HOSPITAL CONSULTANT, ARCHITECTURAL AND LEGAL EXPENSES AND SUCH OTHER RELATED EXPENSES INCURRED IN CONNECTION WITH THE PROJECT AND THE ISSUANCE OF THE BONDS, AND TO LEASE SUCH PROJECT TO BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND INDENTURE OF TRUST WITH RESPECT TO SAID BONDS; APPROVING THE FORM OF AND DISTRIBUTION OF A PRELIMINARY PRIVATE PLACEMENT MEMORANDUM AND APPROVING THE 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 Trust Indenture from the County and the City of Oxford,

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Mississippi (the "City") and the Board of Trustees of Oxford-Lafayette County Hospital to First National Bank of Jackson, as Trustee, dated as of November 1, 1984 (the "Series 1984 Indenture"), did heretofore authorize the issuance of the County's 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 Oxford-Lafayette Medical Center (as the same has been or will be extended, renovated or improved the "Hospital"); and

WHEREAS, the Series 1984 Bonds are outstanding in the principal amount of \$4,020,000; and

WHEREAS, the Hospital is owned jointly by the County and the City; 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 (the "Original Lease"); and

WHEREAS, the 1983 Act provides that any bonds issued under the 1983 Act may, at any time and from time to time, be refunded by the County by the issuance of its refunding bonds in such amount as the County may deem necessary, but not exceeding (a) the principal amount of the obligations being refinanced, (b) applicable redemption premiums thereon, (c) unpaid interest on such obligations to the date of the delivery or exchange of the refunding bonds, (d) in the event the proceeds from the sale of the refunding bonds are to be deposited in trust, interest to accrue on such obligations from the date of delivery of the refunding bonds to the date of maturity or to the first redemption date of the obligations to be refunded, and (e) expenses, premiums and commissions deemed by the County to be necessary in connection with the issuance of the refunding bonds; and

WHEREAS, the County has determined that it should issue hospital revenue refunding bonds in the maximum principal amount of \$4,800,000 (the "Series 1990A Bonds") pursuant to the 1983 Act in order to refund the outstanding Series 1984 Bonds, which Series 1990A Bonds shall 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 a pledge of the Trust Estate (as defined in the Bond Indenture); and

WHEREAS, the proceeds of the Series 1990A Bonds will be used to defease the outstanding Series 1984 Bonds, and to satisfy the

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lien of the Series 1984 Indenture in accordance with the provisions thereof and in accordance with the provisions of an Escrow Agreement between the County and Trustmark National Bank, dated as of December 1, 1990 (the "Escrow Agreement"); and

WHEREAS, the principal amount of the Series 1990A Bonds needed to provide for the payment of the principal of, redemption premium, and interest on the Series 1984 Bonds may change due to the changes in interest rates applicable to the investments to be made with the proceeds of the Series 1990A Bonds pending application thereof, and it is necessary and in the best interest of the County to provide that the County reserves the right to decrease the principal amount of Series 1990A Bonds to be actually issued to the extent any of the principal amount of the Series 1990A Bonds authorized to be issued herein is determined by the Board to be not needed for the purpose herein set forth, and such amount shall be allocated to that portion of the Series 1990A Bonds hereinafter set forth.

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 is authorized to issue hospital revenue bonds in an amount not to exceed \$20,000,000 to improve, maintain, extend, equip and furnish the Hospital; and

WHEREAS, the County has determined that it should issue hospital revenue bonds in the principal amount of \$20,000,000 (the "Series 1990B Bonds") pursuant to the 1990 Act in order to improve, maintain, extend, equip and furnish the Hospital, which Series 1990B Bonds shall 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 a pledge of the Trust Estate; and

WHEREAS, the Series 1990A Bonds and the Series 1990B Bonds (collectively the "Bonds") shall be issued as parity obligations under a resolution adopted by the Board of the County on November 26, 1990 (the "Bond Resolution") and the Bond Indenture, as hereinafter defined; and

WHEREAS, all acts, conditions and things relating to the passage of this Resolution, to the adoption of the Bond Resolution, to the issuance of the Bonds and to the execution of the Bond Indenture required by the 1983 Act and the 1990 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 Bonds and the execution of the Bond Indenture, have happened, do exist and have been performed as so required by law; and

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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 financing:

1. The Bond Indenture of Trust dated as of December 1, 1990 (the "Bond Indenture") between the the County, the City and National Bank of Commerce, Memphis, Tennessee, as bond trustee thereunder (the "Bond Trustee"), setting forth the terms of the Bonds, as hereinafter defined, and the conditions and security for the Bonds;

2. The Supplemental Hospital Lease Agreement No. 1 (the "Supplemental Lease") dated as of December 1, 1990 (the Original Lease, as supplemented by the Supplemental Lease, is referred to herein as the "Lease") between the County, the City and the Lessee;

3. The Preliminary Private Placement Memorandum, dated November 16, 1990 (the "Preliminary Private Placement Memorandum"), in connection with the sale of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, as follows:

SECTION 1. Definitions. All words and phrases defined in the Bond 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 Bond Indenture, the Supplemental Lease and the Preliminary Private Placement Memorandum.

"Bonds" means the Series 1990A Bonds and the Series 1990B Bonds.

"Bond Trustee" means National Bank of Commerce, Memphis, Tennessee.

"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.

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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 Bond Indenture, the Bond Indenture shall govern.

SECTION 2. Approval of Bonds. (a) The Series 1990A Bonds are hereby approved to be issued in the maximum aggregate principal amount of \$4,800,000 for the purpose of providing funds to refund the outstanding portion of Hospital Revenue Bonds (Oxford-Lafayette County Hospital Project), Series 1984 of the County in the original principal amount of \$4,500,000, dated November 1, 1984. The Series 1990B Bonds are hereby approved to be issued in the aggregate principal amount of \$20,000,000 for the purpose of providing funds to (i) improve, maintain, extend, equip and furnish the Oxford-Lafayette Hospital (which improvements, extensions, equipment and facilities are hereinafter referred to as the "Project"), (ii) pay interest on the Series 1990B Bonds during construction of the Project and for six (6) months after the estimated date of completion, and (iii) pay engineering, fiscal, printing, accounting, financial advisor, construction manager, feasibility consultant, hospital consultant, architectural and legal expenses and such other related expenses incurred in connection with the Project and the issuance of the Series 1990B Bonds.

(b) The Governing Body recognizes that the Board reserves the right to decrease the principal amount of the Series 1990A Bonds by an amount not to exceed \$1,215,000, which amount will be deducted from that portion of the Series 1990A Bonds that is (1) scheduled to mature in the year 2015, and (2) not scheduled to be retired by mandatory redemptions pursuant to Section 5.03(a) of the Bond Indenture. It is hereby agreed and approved that the Bond Indenture shall reflect any change in the principal amount of the Series 1990A Bonds subsequently directed by the Board made pursuant to this Section 2(b).

(c) The Series 1990A Bonds and the Series 1990B Bonds, in substantially the form and content set forth in the Bond Indenture now before this meeting, subject to appropriate insertions and revisions in order to comply with provisions of the Bond Indenture, be and the same hereby are in all respects approved.

SECTION 3. Execution of Bond Indenture. The Bonds shall be issued upon the terms and conditions set out in and in conformity

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with the Bond Indenture by and between the County, the City and the Bond 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 has been designated as Bond Trustee for the purposes set out in the Bond Indenture, which designation is hereby approved and such Bonds shall be secured by the Bond 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 Bond Trustee the Bond Indenture; that all provisions of the Bond 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, which said Bond 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:

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BOND INDENTURE OF TRUST

By and Between

LAFAYETTE COUNTY, MISSISSIPPI
as Issuer

AND

CITY OF OXFORD, MISSISSIPPI

TO

National Bank of Commerce
Memphis, Tennessee,
as Trustee

Dated as of December 1, 1990

Pertaining to:

\$ _____
LAFAYETTE COUNTY, MISSISSIPPI
Hospital Revenue Refunding Bonds
(Baptist Memorial Hospital - North Mississippi)
Series 1990A

and

\$20,000,000
LAFAYETTE COUNTY, MISSISSIPPI
Hospital Revenue Bonds
(Baptist Memorial Hospital - North Mississippi, Inc. Project)
Series 1990B

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BOND INDENTURE OF TRUST

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BOND INDENTURE OF TRUST

THIS BOND INDENTURE OF TRUST, dated as of December 1, 1990 (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 National Bank of Commerce, 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");

W I T N E S S E T H:

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"), the proceeds of which were used to remodel, renovate, add to, extend, equip and furnish facilities comprising the Oxford-Lafayette County Hospital (as the same has been or will be extended, renovated or improved, the "Hospital"); and

WHEREAS, the Series 1984 Bonds are outstanding in the principal amount of \$4,020,000; and

WHEREAS, the Hospital is owned jointly by the County and the City; 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 may be supplemented and amended, the "Lease"); and

WHEREAS, the 1983 Act provides that any bonds issued under the 1983 Act may, at any time and from time to time, be refunded

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by the County by the issuance of its refunding bonds in such amount as the County may deem necessary, but not exceeding (a) the principal amount of the obligations being refinanced, (b) applicable redemption premiums thereon, (c) unpaid interest on such obligations to the date of the delivery or exchange of the refunding bonds, (d) in the event the proceeds from the sale of the refunding bonds are to be deposited in trust, interest to accrue on such obligations from the date of delivery of the refunding bonds to the date of maturity or to the first redemption date of the obligations to be refunded, and (e) expenses, premiums and commissions deemed by the County to be necessary in connection with the issuance of the refunding bonds; and

WHEREAS, the County has determined that it should issue hospital revenue refunding bonds in the principal amount of \$_____ (the "Series 1990A Bonds") pursuant to the 1983 Act in order to refund the outstanding Series 1984 Bonds, which Series 1990A Bonds shall 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 (as hereinafter defined); and

WHEREAS, the proceeds of the Series 1990A Bonds will be used to satisfy the lien of the Series 1984 Indenture 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"), the County is authorized to issue hospital revenue bonds in an amount not to exceed \$20,000,000 to improve, maintain, extend, equip and furnish the Hospital; and

WHEREAS, the County has determined that it should issue hospital revenue bonds in the principal amount of \$20,000,000 (the "Series 1990B Bonds") pursuant to the 1990 Act in order to improve, maintain, extend, equip and furnish the Hospital, which Series 1990B Bonds shall 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 Series 1990A Bonds and the Series 1990B Bonds shall be issued as parity obligations under this Indenture; and

WHEREAS, the Lessee will agree, pursuant to the terms of the Lease, 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 1990A Bonds and the Series 1990B Bonds; and

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WHEREAS, the execution and delivery of this Bond Indenture, the issuance of the Series 1990A Bonds under the 1983 Act, and the issuance of the Series 1990B Bonds under the 1990 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 1990A Bonds and the Series 1990B Bonds for the purposes, upon the terms and subject to the conditions provided for herein; and

WHEREAS, the Series 1990A 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:

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NEITHER THIS BOND NOR ANY PORTION THEREOF MAY BE TRANSFERRED BY THE REGISTERED HOLDER UNLESS THE REGISTERED HOLDER FIRST OFFERS THE SAME TO THE OBLIGATED GROUP REPRESENTATIVE, IN ACCORDANCE WITH THE PROVISIONS OF THE BOND INDENTURE REFERENCED HEREIN.

LAFAYETTE COUNTY, MISSISSIPPI

HOSPITAL REVENUE REFUNDING BOND

(BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI)

SERIES 1990A

No.			\$ _____
<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____ %	_____	_____, 1990	

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 or registered assigns, 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 National Bank of Commerce, or at the principal office of its successor as trustee (the "Bond Trustee") under a Bond Indenture of Trust, dated as of December 1, 1990 (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 December 1, 1990, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on June 1 and December 1 in each year at the per annum Interest Rate stated above, commencing June 1, 1991, until payment of the principal hereof has been made or duly provided for 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

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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, 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 or duly provided for 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 1990A 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, Inc. Project) Series 1990A" (the "Series 1990A Bonds") in the aggregate principal amount of \$_____ issued under and equally and ratably secured by the Bond Indenture. The Series 1990A Bonds have been issued pursuant to Chapter 884, Local and Private Laws of Mississippi, Regular Session 1983 (the "1983 Act"), to advance refund the outstanding portion of the County's Hospital Revenue Bonds (Oxford-Lafayette County Hospital Project), Series 1984 issued in the original principal amount of \$4,500,000, dated November 1, 1984 (the "Series 1984 Bonds"). The proceeds of the Series 1984 Bonds were used to remodel, renovate, add to, extend, equip and furnish facilities comprising the Oxford-Lafayette County Hospital (as the same may be improved or extended, the "Hospital"). The Series 1990A Bonds are being issued on a parity of lien with those certain Hospital Revenue Bonds of the County (Baptist Memorial Hospital-North Mississippi, Inc. Project) Series 1990B issued in the aggregate principal amount of \$20,000,000 (the "Series 1990B Bonds"). The proceeds of the Series 1990B Bonds are to be used to improve, maintain, extend, equip and furnish the Hospital.

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The Series 1990A 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 1990A Bonds shall be liable personally on the Series 1990A 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 1983 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

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[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 other than the Rebate Fund (all as defined in the Bond Indenture) and (c) all rights, title and interest of the County in the Baptist Memorial Hospital-North Mississippi, Inc. Master Note Series 1990A issued in the principal amount of \$_____ (the "Series 1990A Note") by Baptist Memorial Health Care Development Corporation on its own behalf and as Obligated Group Representative, and any Additional Notes issued pursuant to a Master Trust Indenture, dated as of December 1, 1990 (the "Master Indenture"), by and among the Lessee and National Bank of Commerce, Memphis, Tennessee, as master trustee thereunder (the "Master Trustee"). Currently, the members of the Obligated Group pursuant to the terms of the Master Indenture are Baptist Memorial Health Care Development Corporation, Baptist Memorial Hospital-North Mississippi, Inc., Baptist Memorial Hospital-Union County, Inc., Baptist Memorial Hospital-Eastern Ozarks, Inc., Baptist Memorial Hospital-Tipton, Baptist Memorial Hospital-Huntingdon, Baptist Memorial Hospital-DeSoto, Inc. and Baptist Memorial Hospital-Lauderdale; such members may cease being members, and other entities may become members of the "Obligated Group" and, as members, may issue or cause to be issued obligations under the Master Indenture. If at any time there is a deficiency in the rent payable under the Lease, the rent actually received shall be credited to, inter alia, certain payments owed to the County and the City and to the payment as the same becomes due and payable, of the principal of and interest on (a) the outstanding Lafayette County, Mississippi General Obligation Bonds, Series 1978 dated July 1, 1978 issued in the original principal amount of \$500,000, and (b) the outstanding City of Oxford, Mississippi Hospital Improvement Bonds dated July 1, 1978 in the original principal amount of \$500,000, and then to the payment of the principal of, premium, if any, and interest on the Bonds (as hereinafter defined).

The refunding of the Series 1984 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 1983 Act.

Additional series of bonds (the "Additional Bonds") may be issued by the County in accordance with the limitations and

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conditions of the Bond Indenture, which bonds shall be secured by the Bond Indenture on a parity with the Series 1990A and Series 1990B 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 1990A Bonds, the Series 1990B Bonds and such Additional Bonds are herein collectively called the "Bonds." Reference is hereby made to the Bond Indenture and the Master 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 Master Trustee and the owners of the Bonds and the terms and conditions upon which the Bonds and the obligations issued under the Master Trust Indenture are, and are to be, secured and a statement of the rights, duties, immunities and obligations of the County, the Master Trustee and the Bond Trustee.

The Series 1990A Bonds are subject to redemption by the County upon the direction of the Obligated Group Representative at any time on or after December 1, 2000, as a whole or in part, at the redemption prices set forth below (expressed as percentages of principal amount) plus accrued interest from the most recent interest payment date to which interest has been paid or duly provided for to the redemption date:

<u>Redemption Dates (Dates Inclusive)</u>	<u>Redemption Price</u>
December 1, 2000 through November 30, 2001	102%
December 1, 2001 through November 30, 2002	101
December 1, 2002 and thereafter	100

The Series 1990A Bonds are also subject to mandatory sinking fund redemption in part on December 1, 1993, and on each December 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 as set forth in the Bond Indenture, in accordance with the following schedule:

<u>Date</u>	<u>Sinking Fund Payment</u>
December 1, 1993	\$ 65,000
December 1, 1994	70,000
December 1, 1995	80,000
December 1, 1996	85,000
December 1, 1997	90,000
December 1, 1998	95,000
December 1, 1999	105,000
December 1, 2000	115,000

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December 1, 2001	120,000
December 1, 2002	130,000
December 1, 2003	140,000
December 1, 2004	150,000
December 1, 2005	165,000
December 1, 2006	175,000
December 1, 2007	190,000
December 1, 2008	205,000
December 1, 2009	220,000
December 1, 2010	240,000
December 1, 2011	255,000
December 1, 2012	275,000
December 1, 2013	295,000
December 1, 2014	320,000
December 1, 2015	\$1,215,000 (final maturity)

The Series 1990A Bonds are also subject to redemption by the County at the direction of the Obligated Group Representative 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 facilities owned by or leased to any Member of the Obligated Group, at a redemption price equal to the principal amount thereof plus accrued interest from the most recent interest payment date to which interest has been duly provided for to the redemption date and without premium.

The Series 1990A 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.

In the event less than all Series 1990A Bonds are to be redeemed pursuant to the optional redemption provisions of the Bond Indenture, they shall be redeemed in such order of maturity as the Obligated Group Representative shall determine (less than all of the Series 1990A Bonds of a single maturity to be selected by lot in such manner as the Bond Trustee may determine). 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 1990A 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 1990A Bonds for which no such failure or defect occurs.

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All Series 1990A 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 1990A 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 1990A 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 1990A 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 1990A Bond during the 15 calendar days preceding the selection of Series 1990A 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 1990A 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 1990A Bonds or (iii) any Series 1990A Bond which has not been offered to the Obligated Group Representative 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.

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 the Obligated Group Representative 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 the

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Obligated Group Representative and the Bond Trustee with notice of the same, including the terms of such proposed sale. The Obligated Group Representative 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, the Obligated Group Representative 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 the Obligated Group Representative of such notice. If the Obligated Group Representative fails to respond to such offer within such 5 Business Day period, the Obligated Group Representative shall be deemed to have elected not to exercise such Purchase Option. If such purchase option is exercised, the Obligated Group Representative shall consummate such purchase not later than 10 Business Days following the receipt by the Obligated Group Representative 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 the Lessee. 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.

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

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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, 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 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.

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[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Series 1990A Bonds described in the within mentioned Bond Indenture of Trust.

Trustee National Bank of Commerce, as

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 _____, 1990.

Clerk, Board of Supervisors

[END OF FORM OF SERIES 1990A BOND]

WHEREAS, the Series 1990B Bonds and the Bond Trustee Certificate of Authentication to be endorsed thereon are to be in substantially the following respective forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Bond Indenture, to-wit:

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NEITHER THIS BOND NOR ANY PORTION THEREOF MAY BE TRANSFERRED BY THE REGISTERED HOLDER UNLESS THE REGISTERED HOLDER FIRST OFFERS THE SAME TO THE OBLIGATED GROUP REPRESENTATIVE, IN ACCORDANCE WITH THE PROVISIONS OF THE BOND INDENTURE REFERENCED HEREIN.

LAFAYETTE COUNTY, MISSISSIPPI

HOSPITAL REVENUE BOND

(BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC. PROJECT)

SERIES 1990B

No.			\$ _____
<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____ %	_____	_____, 1990	

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 or registered assigns, 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 National Bank of Commerce, or at the principal office of its successor as trustee (the "Bond Trustee") under a Bond Indenture of Trust, dated as of December 1, 1990 (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 December 1, 1990, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on June 1 and December 1 in each year at the per annum Interest Rate stated above, commencing June 1, 1991, until payment of the principal hereof has been made or duly provided for 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

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purpose at the office of the Bond Trustee at the close of business on the Regular Record Date for such interest, 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 or duly provided for 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 1990A 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 Bonds (Baptist Memorial Hospital-North Mississippi, Inc. Project) Series 1990B" (the "Series 1990B Bonds") in the aggregate principal amount of \$20,000,000 issued under and equally and ratably secured by the Bond Indenture. The Series 1990B Bonds have been issued pursuant to 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") to improve, maintain, extend, equip and furnish the Oxford-Lafayette County Hospital (as the same may be improved or extended, the "Hospital" and such improvement, maintenance, extension, equipping and furnishing to be financed in whole or in part with the proceeds of the Series 1990B Bonds is hereinafter referred to as the "Project"). The Series 1990B Bonds are being issued on a parity of lien with those certain Hospital Revenue Refunding Bonds of the County (Baptist Memorial Hospital-North Mississippi, Inc. Project) Series 1990A issued in the aggregate principal amount of \$_____ (the "Series 1990A Bonds"). The proceeds of the Series 1990A Bonds are to be used to advance refund the outstanding portion of the County's Hospital Revenue Bonds (Oxford-Lafayette County Hospital Project), Series 1984, issued in the original principal amount of \$4,500,000, dated November 1, 1984.

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The Series 1990B 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 1990B Bonds shall be liable personally on the Series 1990B 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 1990 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.

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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 SupervisorsBy _____
Clerk, Board of Supervisors

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[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 payable 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 other than the Rebate Fund (all as defined in the Bond Indenture) and (c) all rights, title and interest of the County in the Baptist Memorial Hospital-North Mississippi, Inc. Master Note Series 1990A issued in the principal amount of \$ _____ (the "Series 1990A Note") by Baptist Memorial Health Care Development Corporation on its own behalf and as Obligated Group Representative and any Additional Notes issued pursuant to a Master Trust Indenture, dated as of December 1, 1990 (the "Master Indenture"), by and among the Lessee and National Bank of Commerce, Memphis, Tennessee, as master trustee thereunder (the "Master Trustee"). Currently, the members of the Obligated Group pursuant to the terms of the Master Indenture are Baptist Memorial Health Care Development Corporation, Baptist Memorial Hospital-North Mississippi, Inc., Baptist Memorial Hospital-Union County, Inc., Baptist Memorial Hospital-Eastern Ozarks, Inc., Baptist Memorial Hospital-Tipton, Baptist Memorial Hospital-Huntingdon, Baptist Memorial Hospital-DeSoto, Inc. and Baptist Memorial Hospital-Lauderdale; such members may cease being members and, other entities may become members of the "Obligated Group" and, as members, may issue or cause to be issued obligations under the Master Indenture. If at any time there is a deficiency in the rent payable under the Lease, the rent actually received shall be credited to, inter alia, certain payments owed to the County and the City and to the payment as the same becomes due and payable, of the principal of and interest on (a) the outstanding Lafayette County, Mississippi General Obligation Bonds, Series 1978 dated July 1, 1978 issued in the original principal amount of \$500,000, and (b) the outstanding City of Oxford, Mississippi Hospital Improvement Bonds dated July 1, 1978 in the original principal amount of \$500,000, and then to the payment of the principal of, premium, if any, and interest on the Bonds (as hereinafter defined).

The financing of the Project has been authorized by a resolution duly adopted by the County pursuant to the laws of the State of Mississippi, including, without limitation, the 1990 Act.

Additional series of bonds (the "Additional Bonds") may be issued by the County in accordance with the limitations and

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conditions of the Bond Indenture, which bonds shall be secured by the Bond Indenture on a parity with the Series 1990A and Series 1990B 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 1990A Bonds, the Series 1990B Bonds and such Additional Bonds are herein collectively called the "Bonds." Reference is hereby made to the Bond Indenture and the Master 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 Master Trustee and the owners of the Bonds and the terms and conditions upon which the Bonds and the obligations issued under the Master Trust Indenture are, and are to be, secured and a statement of the rights, duties, immunities and obligations of the County, the Master Trustee and the Bond Trustee.

The Series 1990B Bonds are subject to redemption by the County upon the direction of the Obligated Group Representative at any time on or after December 1, 2000, as a whole or in part, at the redemption prices set forth below (expressed as percentages of principal amount) plus accrued interest from the most recent interest payment date to which interest has been paid or duly provided for to the redemption date:

<u>Redemption Dates (Dates Inclusive)</u>	<u>Redemption Price</u>
December 1, 2000 through November 30, 2001	102%
December 1, 2001 through November 30, 2002	101
December 1, 2002 and thereafter	100

The Series 1990B Bonds are also subject to mandatory sinking fund redemption in part on December 1, 1993, and on each December 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 as set forth in the Bond Indenture, in accordance with the following schedule:

<u>Date</u>	<u>Sinking Fund Payment</u>
December 1, 1993	\$ 340,000
December 1, 1994	365,000
December 1, 1995	395,000
December 1, 1996	425,000
December 1, 1997	460,000
December 1, 1998	495,000
December 1, 1999	530,000
December 1, 2000	575,000
December 1, 2001	615,000
December 1, 2002	665,000

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December 1, 2003	715,000
December 1, 2004	770,000
December 1, 2005	830,000
December 1, 2006	895,000
December 1, 2007	965,000
December 1, 2008	1,040,000
December 1, 2009	1,120,000
December 1, 2010	1,205,000
December 1, 2011	1,300,000
December 1, 2012	1,400,000
December 1, 2013	1,510,000
December 1, 2014	1,630,000
December 1, 2015	1,755,000 (final maturity)

The Series 1990B Bonds are also subject to redemption by the County at the direction of the Obligated Group Representative 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 facilities owned by or leased to any Member of the Obligated Group, at a redemption price equal to the principal amount thereof plus accrued interest from the most recent interest payment date to which interest has been duly provided for to the redemption date and without premium.

The Series 1990B Bonds are also subject to mandatory redemption prior to maturity on the first practicable date to the extent amounts remain on deposit in the Project Fund on the earlier of the date the Lessee submits evidence to the Bond Trustee that the Project has been completed or December 1, 1993. In the event of such mandatory redemption, Series 1990B Bonds shall be redeemed at a redemption price of the principal amount thereof plus accrued interest to the redemption date. In the event of such redemption, the County shall receive a credit against its required sinking fund deposits in inverse order of payment.

The Series 1990B Bonds are also subject to mandatory redemption in part at the earliest practicable date at the principal amount thereof plus accrued interest to the date fixed for redemption and without premium if, upon completion of the Project, the certificate required from the Lessee pursuant to the Indenture demonstrates that the average maturity of the Series 1990B Bonds exceeds 120% of the average reasonably expected economic life of the aggregate of the Project. The Bond Trustee shall redeem such Series 1990B Bonds pursuant to the provisions of this paragraph in inverse order of maturity of sinking fund payments as shall be necessary, in the opinion of nationally recognized municipal bond counsel, to cause the average maturity of the Series 1990B Bonds to not exceed such limitation.

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The Series 1990B 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 Corporation believes in good faith to be contrary to the principles and beliefs of the Baptist Church; and the Lessee requests such redemption.

In the event less than all Series 1990B Bonds are to be redeemed pursuant to the optional redemption provisions of the Bond Indenture, they shall be redeemed in such order of maturity as the Obligated Group Representative shall determine (less than all of the Series 1990B Bonds of a single maturity to be selected by lot in such manner as the Bond Trustee may determine). 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 1990B 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 1990B Bonds for which no such failure or defect occurs. All Series 1990B 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 1990B 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 1990B 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 1990B 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 1990B Bond during the 15 calendar days preceding the selection of Series 1990B 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 1990B 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 1990B

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Bonds or (iii) any Series 1990B Bond which has not been offered to the Obligated Group Representative 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.

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 the Obligated Group Representative 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 the Obligated Group Representative and the Bond Trustee with notice of the same, including the terms of such proposed sale. The Obligated Group Representative 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, the Obligated Group Representative 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 the Obligated Group Representative of such notice. If the Obligated Group Representative fails to respond to such offer within such 5 Business Day period, the Obligated Group Representative shall be deemed to have elected not to exercise such Purchase Option. If such purchase option is exercised, the Obligated Group Representative shall consummate such purchase not later than 10 Business Days following the receipt by the Obligated Group Representative 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 the Lessee. 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.

To the extent permitted by, and as provided in, the Bond Indenture, modifications or amendments of the Bond Indenture, or

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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, 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
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: _____

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[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 1990B Bonds described in the within mentioned Bond Indenture of Trust.

Trustee National Bank of Commerce, as

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 _____, 1990.

Clerk, Board of Supervisors

[END OF FORM OF SERIES 1990B BOND]

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WHEREAS, all things necessary to make the Series 1990A Bonds and Series 1990B 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 1990A Bonds, the Series 1990B Bonds and any Additional Bonds (the Series 1990A Bonds, Series 1990B 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 1990A Bonds and the Series 1990B 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 National Bank of Commerce, Memphis, Tennessee, as Bond Trustee, and to its successors and assigns forever, all and singular the following described property, franchises and income:

A. All payments under the Lease pursuant to Section 3.1-8 thereof and all rights specifically granted to the Trustee under the Lease.

B. All right, title and interest of the County in the Series 1990A Note and any Additional Notes (as defined in the Master Indenture) issued in connection with the issuance of Additional Bonds and all sums payable in respect to the indebtedness evidenced thereby.

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.

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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.

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 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

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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 Article I of the Lease and in Article I of the Master Indenture (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.

"Bond Indenture" means this Bond Indenture of Trust, dated as of December 1, 1990, by and among the County, the City and the Bond Trustee, as supplemented and amended from time to time.

"Bond Trustee" means National Bank of Commerce, 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 1990A Bonds, the Series 1990B Bonds and any Additional 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.

"Cost of Project" means the sum total of all reasonable or necessary costs incurred in the financing of the Project, including interest expenses during the acquisition and construction of the Project, and all other necessary and incidental expenses associated with the cost of issuance of the Series 1990B Bonds and permitted to be paid pursuant to Section 3.07 and 3.08 hereof.

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"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.

"Escrow Agreement" means the Escrow Deposit Agreement, dated as of December 1, 1990, by and among the County, the City, the Lessee and Trustmark National Bank, Jackson, Mississippi, 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 Funds, the Project Fund and the Rebate Fund, all as established and created by Section 3.02 hereof.

"Guaranty Agreement" means the Guaranty Agreement dated as of December 1, 1990, between Baptist Memorial Health Care System, Inc. and the Bond Trustee.

"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 1990A Bonds and Series 1990B Bonds.

"Issuance Expense Funds" means, collectively, the Series 1990A Issuance Expense Fund and the Series 1990B 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

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President, any Vice President or other officer of the Lessee.

"Master Indenture" means the Master Trust Indenture, dated as of December 1, 1990, by and among Baptist Memorial Health Care Development Corporation, the Lessee, Baptist Memorial Hospital-Union County, Inc., Baptist Memorial Hospital-Eastern Ozarks, Inc., Baptist Memorial Hospital-Tipton, Baptist Memorial Hospital-Huntingdon, Baptist Memorial Hospital-DeSoto, Inc., Baptist Memorial Hospital-Lauderdale and such other entities as from time to time are Members of the Obligated Group and National Bank of Commerce, Memphis, Tennessee, as master trustee, as the same may be supplemented and amended.

"1984 Bond Trustee" means Trustmark National Bank, formerly, First National Bank of Jackson, Jackson, Mississippi, as trustee for the Series 1984 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 cancelled 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 Baptist Memorial Hospital-North Mississippi, Inc. or any other obligor upon the Bonds or Notes or any Affiliate of Baptist Memorial Hospital-North Mississippi, Inc. or such other obligor 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,

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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 Baptist Memorial Hospital-North Mississippi, Inc. or any other obligor upon the Bonds or Notes or any Affiliate of the Baptist Memorial Hospital-North Mississippi, Inc. or such other obligor.

"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) direct obligations of or obligations fully guaranteed by the United States of America; (ii) obligations issued or guaranteed as to principal and interest by any agency or person controlled or supervised by and acting as an instrumentality of the United States of America, pursuant to authority granted by the Congress of the United States of America; (iii) obligations of the Government National Mortgage Association (including participation certificates issued by such Association); (iv) obligations of the Federal National Mortgage Association (including participation certificates issued by such Association); (v) obligations of the Federal Intermediate Credit Corporation; (vi) obligations of Federal Banks for Cooperatives; (vii) obligations of Federal Land Banks; (viii) certificates of deposit or deposit accounts of any bank or trust company organized under the laws of the United States of America or any state thereof, including the Trustee, or any holder of any Bonds, provided that such certificates of deposit or deposit accounts shall be fully collateralized, to the extent they are not insured by the Federal Deposit Insurance Corporation by obligations described in items (i) through (vii), inclusive; (ix) repurchase agreements with banking institutions rated by Standard & Poor's Corporation as "AA" or higher, fully collateralized by obligations described in items (i) through (vii) above; and (x) commercial paper rated by Moody's Investors Service, Inc. as P-1 or by Standard & Poor's Corporation as A-1 or higher.

"Project" means the improvement, maintenance, extension, equipping and furnishing of the Hospital to be financed with the proceeds of the Series 1990B Bonds.

"Project Certificate" means the Certificate regarding the Project and the Expenditure of Funds dated the date of initial issuance and delivery of the Series 1990A Bonds.

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"Rating Agency" means Moody's Investors Service, Inc. or Standard & Poor's Corporation and their respective successors and assigns.

"Rebate Fund" means the Rebate Fund created in Section 3.02 of this Bond Indenture.

"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 Section 3.1-2 of the Lease, the Series 1990A Note, any Additional Notes issued in connection with the issuance of Additional Bonds or this Bond Indenture and all recoveries of the security therefor.

"Series 1984 Bonds" means the Lafayette County, Mississippi Hospital Revenue Bonds (Oxford-Lafayette County Hospital Project), Series 1984, dated as of November 1, 1984, originally issued in the principal amount of \$4,500,000.

"Series 1990A Bonds" means the County's \$ _____ Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi, Inc. Project) Series 1990A issued pursuant to Article II hereof.

"Series 1990B Bonds" means the County's \$20,000,000 Hospital Revenue Bonds (Baptist Memorial Hospital-North Mississippi, Inc. Project) Series 1990B issued pursuant to Article II hereof.

"Series 1990A Note" means the \$ _____ principal amount Baptist Memorial Hospital-North Mississippi, Inc. Master Note, Series 1990A, issued under the Master Indenture in substantially the form attached thereto as Exhibit D.

"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.

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"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 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.

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 1990A Bonds and Series 1990B Bonds. No Bonds may be issued under this Bond Indenture except in accordance with this Article. The total principal amount of Series 1990A Bonds that may be issued hereunder is hereby expressly limited to \$_____. The total principal amount of Series 1990B Bonds that may be issued hereunder is hereby expressly limited to \$20,000,000.

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,

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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 1990A Bonds and Series 1990B Bonds are special and limited obligations of the County. No covenant or agreement in the Series 1990A Bonds, the Series 1990B 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 1990A Bonds and the Series 1990B 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 1990A Bonds or the Series 1990B Bonds. Neither the Series 1990A Bonds nor the Series 1990B Bonds shall ever 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(a). Authorization of Series 1990A 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 1990A." 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 1990A Bonds shall be lettered and numbered as the Bond Trustee shall determine.

Each Series 1990A Bond shall be dated December 1, 1990, and the Series 1990A Bonds shall bear interest from December 1, 1990, or the most recent interest payment date to which interest has been paid or duly provided for, until payment of the principal thereof has been made or duly provided for at or after the maturity thereof or any earlier redemption date at the rate of _____% per annum, payable semiannually on June 1 and December 1

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of each year, with the first interest payment to be due on June 1, 1991. The Series 1990A Bonds shall mature on December 1, 2015 subject to prior redemption as provided herein.

The principal of and premium, if any, on the Series 1990A 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 1990A Bond. Payment of interest on any Series 1990A Bond shall be made to the person in whose name such Series 1990A 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 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 1990A 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 1990A 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 1990A Bonds, 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 1990A 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 1990A Bonds are subject to the sinking fund provisions of Section 5.03(a) hereof. The Series 1990A Bonds are otherwise subject to prior redemption as herein set forth. The Series 1990A Bonds shall be substantially in the form and tenor hereinabove recited with such appropriate variations, omissions

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and insertions as are permitted or required by this Bond Indenture.

Section 2.03(b). Authorization of Series 1990B Bonds. There is hereby authorized to be issued hereunder and secured hereby an issue of bonds designated as the "Lafayette County, Mississippi Hospital Revenue Bonds (Baptist Memorial Hospital-North Mississippi, Inc. Project) Series 1990B." 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 1990B Bonds shall be lettered and numbered as the Bond Trustee shall determine.

Each Series 1990B Bond shall be dated December 1, 1990, and the Series 1990B Bonds shall bear interest from December 1, 1990, or the most recent interest payment date to which interest has been paid or duly provided for, until payment of the principal thereof has been made or duly provided for at or after the maturity thereof or any earlier redemption date, at the rate of _____% per annum, payable semiannually on June 1 and December 1 of each year, with the first interest payment to be due on June 1, 1991. The Series 1990B Bonds shall mature on December 1, 2015, subject to prior redemption as provided herein.

The principal of and premium, if any, on the Series 1990B 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 1990B Bond. Payment of interest on any Series 1990B Bond shall be made to the person in whose name such Series 1990B 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 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 1990B 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 1990B 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

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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 1990B Bonds, 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 1990B 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 1990B Bonds are subject to the sinking fund provisions of Section 5.03(b) hereof. The Series 1990B Bonds are otherwise subject to prior redemption as herein set forth. The Series 1990B 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

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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 1990A Bond or Series 1990B Bond during the 15 calendar days preceding the selection of Series 1990A Bonds or Series 1990B 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 1990A Bond or Series 1990B 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 1990A Bonds or Series 1990B Bonds, or (iii) any Bond which has not been offered to the Obligated Group Representative 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

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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(a). Delivery of Series 1990A 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 1990A 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 1990A 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 1984 Bonds, the execution and delivery of the Lease and this Bond Indenture and the issuance of the Series 1990A 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 Indenture.
5. The duly executed and authenticated Series 1990A Note.
6. The written order of the County as to the delivery of the Series 1990A Bonds, signed by the President of the Board of Supervisors of the County.
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 1984 Bonds in accordance with the terms thereof.

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Section 2.07(b). Delivery of Series 1990B 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 1990B 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 1990B 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 financing of the Project, the execution and delivery of the Lease and this Bond Indenture and the issuance of the Series 1990B 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 Indenture.

5. The duly executed and authenticated Series 1990A Note.

6. The written order of the County as to the delivery of the Series 1990B Bonds, signed by the President of the Board of Supervisors of the County.

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 Obligated Group Representative requests the issuance of Additional Bonds, it shall file with the County and the Bond Trustee a certificate

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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 Member for whose benefit the Additional Bonds are to be issued if other than 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; and provided further, that the Members and the Master Trustee shall have issued an Additional Note under the Master Indenture to the Bond Trustee providing for payments equal to payments due on the Additional Bonds being issued. All Additional Bonds shall be secured in the same manner as and rank on a parity with the Series 1990A Bonds and Series 1990B 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 Obligated Group Representative. Upon the execution and delivery of appropriate supplements to this Bond Indenture and the Master Indenture, appropriate amendments to the Lease and the delivery of an Additional Note under the Master Indenture, 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) Obligated Group Representative's Statement. A written statement by the Obligated Group Representative approving the issuance and delivery of such Additional Bonds and Additional Notes, if applicable.

(b) 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.

(c) Amendment to Lease. Originally executed counterparts of the amendment to the Lease.

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(d) 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,

(6) the particular security to be provided for the Bonds of such series consistent with the provisions of the Master Indenture.

(7) any other provisions necessary to describe and define such series within the provisions and limitations of this Bond Indenture, and

(8) any other provisions and agreements in respect thereof provided, or not prohibited, by this Bond Indenture.

(e) Supplemental Master Indenture; Additional Note. An original executed counterpart of a supplement to the Master Indenture authorizing the execution and delivery of an Additional Note to be delivered to the Bond Trustee to collateralize the obligations of the Lessee or other Member under the amendment to the Lease, as amended and supplemented in the manner contemplated by paragraph (c) of this Section, together with the original executed Additional Note so authorized.

(f) No Default Certificate. An Officer's Certificate of the Obligated Group Representative 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 Indenture 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 Indenture; provided, however, in connection with the issuance of Additional Bonds which are issued to refund any Bonds theretofore issued and then

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Outstanding, such certificate may state that upon the issuance of such Additional Bonds any event of default theretofore existing under the Lease will be cured.

(g) Opinion of Independent Counsel. An opinion or opinions of Independent Counsel 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,

(5) the validity and exemption from Federal income taxation of the interest on the Outstanding Series 1990A Bonds, Series 1990B Bonds and any other tax-exempt Bonds Outstanding will not be impaired by the issuance of the Additional Bonds then applied for, and

(6) the Additional Note and the supplement to the Master Indenture referred to in paragraph (e) of this Section are valid and binding obligations of the Obligated Group, enforceable in accordance with their terms and the Additional Note is entitled to the benefit and security of the Master Indenture on a pari passu basis with all other Notes Outstanding thereunder.

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

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represented thereby, or for replacement pursuant to Section 2.06 hereof, such Bonds shall be promptly cancelled 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.

(a) Series 1990A Bonds Proceeds. The proceeds from the sale of the Series 1990A Bonds shall be deposited (net of discount) as follows:

(i) Into the Bond Interest Fund an amount equal to accrued interest on the Series 1990A Bonds from December 1, 1990.

(ii) An amount equal to two percent (2%) of the proceeds of the Series 1990A Bonds into the Series 1990A Issuance Expense Fund.

(iii) Into the Refunding Fund, the balance of the proceeds derived from such sale.

(b) Series 1990B Bond Proceeds. The proceeds from the sale of the Series 1990B Bonds shall be deposited (net of discount) as follows:

(i) Into the Bond Interest Fund an amount equal to accrued interest on the Series 1990B Bonds from December 1, 1990.

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(ii) An amount equal to two percent (2%) of the proceeds of the Series 1990B Bonds into the Series 1990B Issuance Expense Fund.

(iii) Into the Project Fund, the balance of the proceeds received 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 the Obligated Group Representative 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 the Obligated Group Representative and the Bond Trustee with notice of the same, including the terms of such proposed sale. The Obligated Group Representative 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, the Obligated Group Representative 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 the Obligated Group Representative of such notice. If the Obligated Group Representative fails to respond to such offer within such 5 Business Day period, the Obligated Group Representative shall be deemed to have elected not to exercise such Purchase Option. If such purchase option is exercised, the Obligated Group Representative shall consummate such purchase not later than 10 Business Days following the receipt by the Obligated Group Representative 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 the Obligated Group Representative. 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 the Obligated Group Representative.

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

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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.
- (d) Project Fund.
- (e) Series 1990A Issuance Expense Fund.
- (f) Series 1990B Issuance Expense Fund.
- (g) Rebate 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 and any payments on the Series 1990A Note and any Additional Notes issued to the County and assigned to the Bond Trustee, (ii) all moneys transferred to the Bond Interest Fund and the Bond Principal Fund from the Project Fund pursuant to Section 3.07 hereof, (iii) all moneys transferred to the Bond Principal Fund or Bond Interest Fund from the Issuance Expense Funds pursuant to Section 3.09 hereof, (iv) 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 (v) 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

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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 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. The Bond Principal Fund and the Bond Interest Fund shall be in the custody of the Bond Trustee but in the name of the County and the County authorizes and directs the Bond Trustee 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 1990A Bonds designated in Section 2.13(a)(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. Project Fund. The proceeds of the sale of the Series 1990B Bonds designated in Section 2.13(b)(iii) shall be deposited in the Project Fund. In addition, there shall be deposited in the Project Fund any moneys required to be transferred to the Project Fund pursuant to Section 3.09 hereof and all other moneys made available by the Lessee to pay the reasonable or necessary costs incidental to the acquisition and installation of the Project and all other necessary and

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incidental expenses in connection with the foregoing. The proceeds in the Project Fund shall be expended in accordance with the provisions of Section 3.08 herein and upon request the County 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 Project Fund for each payment pursuant to Section 3.08 herein.

The Bond Trustee shall keep and maintain adequate records pertaining to the Project Fund and all payments therefrom, which shall be open to inspection by the County, the Lessee, the Obligated Group Representative or their duly authorized agents during normal business hours of the Bond Trustee. The Bond Trustee shall file with the County, the Lessee and the Obligated Group Representative on or before the fifteenth day of each month, a statement of all expenditures from the Project Fund during the preceding calendar month. After all moneys in the Project Fund have been expended in accordance with the provisions of Section 3.08, the Bond Trustee shall file a statement of income and disbursements with respect thereto with the County and with the Lessee.

Upon the occurrence of an Event of Default hereunder and the exercise by the Bond Trustee of the remedy specified in Section 8.02(a) hereof, any moneys in the Project Fund shall be transferred by the Bond Trustee to the Bond Interest Fund and, with respect to any moneys in excess of the amount required to pay interest on the Bonds, to the Bond Principal Fund, and applied in accordance with Section 8.05 hereof. In the event of a redemption of all of the Outstanding Bonds or the discharge of this Bond Indenture in accordance with the provisions of Article VII hereof, any moneys in the Project Fund shall be transferred to the Bond Principal Fund and shall be applied to the payment of the principal of and premium, if any, on the Bonds.

Section 3.08. Custody of the Project Fund; Disbursements.

(a) The Project Fund shall be in the custody of the Bond Trustee but in the name of the County and the County authorizes and directs the Bond Trustee, on the requisition of the Lessee Representative to withdraw sufficient funds from the Project Fund to pay the Cost of the Project, which authorization and direction the Bond Trustee hereby accepts.

(b) The County hereby authorizes and directs the Bond Trustee to make payments from the Project Fund to pay (or to reimburse the Lessee for the payment of) the Cost of the Project. Each such payment of the Cost of the Project shall be made only upon receipt by the Bond Trustee of a requisition signed by the Lessee Representative stating (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due or was made, (iii) the amount to be paid, (iv) that none of the items for which the payment is proposed to be

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made has formed the basis for any payment theretofore made from the Project Fund, (v) the nature of each item for which the payment is proposed to be made and that such item is or was reasonable and necessary in connection with the Project and is a proper charge against the Project Fund and (vi) that each item for which the payment is proposed to be made has either been reviewed and approved by the appropriate regional state health planning agency and has been granted the appropriate certification by such agency or is not required by law to be reviewed, approved and certified in such manner.

(c) Within 90 days after the completion of the Project, the Lessee shall deliver to the Bond Trustee an Officer's Certificate certifying:

1. that the Project has been fully completed in accordance with plans and specifications approved by the County and the date of completion;

2. that all permits necessary for the occupancy and use of the Project have been obtained and are in full force and effect;

3. that all fixtures required for the operation of the Project have been installed and are free and clear of all liens and security interests other than Permitted Encumbrances;

4. that the Project has been fully paid for and no claim or claims exist against the Lessee or against such Project out of which a lien based on furnishing labor or material exists or might, with the passage of time or the giving of notice, ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might, with the passage of time or the giving of notice, ripen in the event that the Lessee intends to contest such claim or claims in accordance with Section 19.1 of the Lease, in which event such claim or claims shall be described; provided that sufficient funds are on deposit in the Project Fund or with the Obligated Group Representative or are available to the Obligated Group Representative through enumerated bank loans including letters of credit, or state or federal grants (as certified by the Obligated Group Representative) for the Project sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims;

5. if any item was added, deleted or substituted from the Project as described in the Project

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Certificate, the average reasonably expected economic life of the Project shall be calculated as follows:

(i) any item which was not originally described in the Project Certificate but for which a draw was made from the Project Fund pursuant to Section 3.08 shall be included in the Project Certificate and the Lessee shall specify the reasonably expected economic life of the additional item, the date on which such additional item was placed in service, and the original cost thereof;

(ii) any item which was originally described in the Project Certificate but for which the Lessee subsequently arranged to finance other than with proceeds of the Bonds or which the Lessee subsequently deleted from the Project shall be deleted from the Project Certificate;

(iii) all other items shall be assumed to have the economic life and the cost originally assigned to them on the Closing Date as reflected in the Project Certificate;

6. no event of default has occurred and is continuing hereunder or under the Lease.

(d) Any amounts which remain in the Project Fund after payment of requisitions by the Bond Trustee pursuant to the provisions of Section 3.08 on the date the Lessee submits the completion certificate referenced in paragraph (c) of this Section 3.08, shall be held by the Bond Trustee separate and apart from all other amounts held hereunder and used for the mandatory redemption of the Series 1990B Bonds pursuant to the provisions of Section 5.02(b).

Section 3.09. Payments into and Use of Moneys in the Series 1990A Issuance Expense Fund and Series 1990B Issuance Expense Fund. (a) There shall be deposited into the Series 1990A Issuance Expense Fund and the Series 1990B Issuance Expense Fund, pursuant to Section 2.13(a)(ii) and Section 2.13(b)(ii), respectively, from the proceeds of the Series 1990A Bonds and the Series 1990B Bonds, respectively, the amounts designated in such Sections. There shall also be retained in each of the Issuance Expense Funds 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

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issue its checks on each of the Issuance Expense Funds for each payment in accordance with Section 3.09(b) herein.

(b) The Bond Trustee is hereby authorized and directed to make payments from each of the Issuance Expense Funds for the payment of expenses as provided in this Section. Amounts on deposit in the Series 1990A Issuance Expense Fund may be disbursed only to pay costs of issuance with respect to the Series 1990A Bonds, and amounts on deposit in the Series 1990B Issuance Expense Fund may be disbursed only to pay costs of issuance with respect to the Series 1990B Bonds. Payments shall be made from each of the Issuance Expense Funds 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 respective Series of Bonds. Each payment out of each of the Issuance Expense Funds 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 Funds 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, the Lessee and the Obligated Group Representative on or before the fifteenth day of each month, a statement of all expenditures from each of the Issuance Expense Funds during the preceding calendar month. After all expenses incurred in connection with the issuance of the Series 1990A Bonds and Series 1990B 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 1990A Bonds and the Series 1990B 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 1990A Bonds and the Series 1990B Bonds have been paid, any moneys remaining in the respective Issuance Expense Funds shall be transferred, at the option of the Lessee, into the Bond Principal Fund, the Bond Interest Fund or, with respect to amounts remaining on deposit in the Series 1990B Issuance Expense Fund, if such certificate is received prior to completion of the acquisition of the Project, to the Project Fund.

Section 3.10. Custody of the Issuance Expense Funds. The Issuance Expense Funds shall be in the custody of the Bond Trustee but in the name of the County.

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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 required to be paid hereunder and under Section 3.1-8 of the Lease to the County and all other amounts required to be paid hereunder shall be paid as a duly authorized officer of the Obligated Group Representative shall direct in writing.

Section 3.14. Creation of Additional Accounts and Subaccounts. The Bond Trustee shall, at the written request of the Obligated Group Representative 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.

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Section 3.15. Rebate Fund. There is hereby created and established with the Bond Trustee for the benefit of the United States of America a Rebate Fund in the name of the County which shall be expended in accordance with the provisions hereof, the Tax Regulatory Agreement and the Investment Instructions. The Lessee shall be responsible for making all such deposits to the Rebate Fund as required in the Tax Regulatory Agreement. The Bond Trustee shall invest the Rebate Fund at the direction of a duly authorized officer of the Obligated Group Representative pursuant to said Investment Instructions. The Investment Instructions and the Tax Regulatory Agreement may be superseded or amended by new Investment Instructions drafted by, and accompanied by an opinion of, nationally recognized municipal bond counsel addressed to the County, the Lessee, the Obligated Group Representative and the Bond Trustee to the effect that the use of said new Investment Instructions or Tax Regulatory Agreement will not cause the interest on the Series 1990A Bonds or Series 1990B Bonds to be includable in the gross income of the recipients thereof for purposes of federal income taxation. The Lessee may select an arbitrage rebate analyst (the fees of which shall be paid by the Lessee) in connection with the computation as to any potential applicable rebate.

Section 3.16. Rebate Deposits. The Bond Trustee shall deposit to the Rebate Fund all money provided to it for that purpose under the Tax Regulatory Agreement based upon the instructions of a duly authorized officer of the Obligated Group Representative. Records of the determinations required by this Section 3.16 and the Investment Instructions must be retained by the Obligated Group Representative and the Bond Trustee until six (6) years after the final retirement of the Bonds.

Section 3.17. Rebate Disbursements. The Bond Trustee shall apply all amounts held in the Rebate Fund in accordance with the Tax Regulatory Agreement.

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

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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 1983 Act and the 1990 Act, to issue the Series 1990A Bonds and the Series 1990B Bonds, respectively, 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 1990A Bonds, the Series 1990B 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 1990A Bonds and the Series 1990B 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 1990A Bonds or Series 1990B 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

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Series 1990A Bonds and Series 1990B Bonds shall exist, have happened and have been performed.

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.

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.

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.

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ARTICLE V

REDEMPTION OF BONDS PRIOR TO MATURITY

Section 5.01(a). Optional Redemption of Series 1990A Bonds. The Series 1990A Bonds are redeemable by the County upon the direction of the Obligated Group Representative at any time on or after December 1, 2000, as a whole or in part at the redemption prices set forth below (expressed as percentages of principal amount) plus accrued interest from the most recent interest payment date to which interest has been paid or duly provided for to the redemption date:

<u>Redemption Dates (Dates Inclusive)</u>	<u>Redemption Prices</u>
December 1, 2000 through November 30, 2001	102%
December 1, 2001 through November 30, 2002	101
December 1, 2002 and thereafter	100

Section 5.01(b). Optional Redemption of Series 1990B Bonds. The Series 1990B Bonds are redeemable by the County upon the direction of the Obligated Group Representative at any time on or after December 1, 2000, as a whole or in part at the redemption prices set forth below (expressed as percentages of principal amount) plus accrued interest from the most recent interest payment date to which interest has been paid to duly provided for to the redemption date:

<u>Redemption Dates (Dates Inclusive)</u>	<u>Redemption Prices</u>
December 1, 2000 through November 30, 2001	102%
December 1, 2001 through November 30, 2002	101
December 1, 2002 and thereafter	100

Section 5.02(a) Optional Redemption of Series 1990A Bonds and Series 1990B Bonds Upon Occurrence of Certain Events. The Series 1990A Bonds and Series 1990B Bonds shall be subject to redemption by the County at the option of the Obligated Group Representative in whole or, in connection with the events described in (a)(1), (a)(2) or (b) 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) A substantial portion of the Facilities owned by or leased to the Obligated Group is damaged or destroyed to such an extent that, in the opinion of the Obligated Group Representative, (i) the Obligated Group could not reasonably expect to complete the required restoration and repair within a period of six months, (ii) the Obligated Group is

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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 (iii) the restoration or repair would not be economically practical or desirable; or

(2) Title to any substantial portion of the Facilities owned by or leased to any member of the Obligated Group or the use or possession thereof is taken or condemned by a competent authority to such an extent that, in the opinion of the Obligated Group Representative, the Obligated Group 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) Mandatory Redemption - Unexpended Bond Proceeds. The Series 1990B Bonds are also subject to mandatory redemption prior to maturity on the first practicable date to the extent amounts remain on deposit in the Project Fund on the earlier of the date the Lessee submits evidence to the Bond Trustee that the Project has been completed or December 1, 1993. In the event of such mandatory redemption, Series 1990B Bonds shall be redeemed at a redemption price of the principal amount thereof plus accrued interest to the redemption date. In the event of such redemption, the County shall receive a credit against its required sinking fund deposits in inverse order of payment.

(c) Mandatory Redemption - Maturity Test. The Series 1990B Bonds are also subject to mandatory redemption in part at the earliest practicable date at the principal amount thereof plus accrued interest to the date fixed for redemption and without premium if, upon completion of the Project, the certificate required from the Lessee pursuant to the Indenture demonstrates that the average maturity of the Series 1990B Bonds exceeds 120% of the average reasonably expected economic life of the aggregate of the Project. The Bond Trustee shall redeem such Series 1990B Bonds pursuant to the provisions of this paragraph in inverse order of maturity of sinking fund payments as shall be necessary, in the opinion of nationally recognized municipal bond counsel, to cause the average maturity of the Series 1990B Bonds to not exceed such limitation.

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Section 5.03(a). Sinking Fund - Series 1990A Bonds. As and for a sinking fund for the redemption of Series 1990A 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 1990A Bonds and accrued interest to the redemption date:

Series 1990A Bonds

<u>December 1 of the Year</u>	<u>Principal Amount</u>
December 1, 1993	\$ 65,000
December 1, 1994	70,000
December 1, 1995	80,000
December 1, 1996	85,000
December 1, 1997	90,000
December 1, 1998	95,000
December 1, 1999	105,000
December 1, 2000	115,000
December 1, 2001	120,000
December 1, 2002	130,000
December 1, 2003	140,000
December 1, 2004	150,000
December 1, 2005	165,000
December 1, 2006	175,000
December 1, 2007	190,000
December 1, 2008	205,000
December 1, 2009	220,000
December 1, 2010	240,000
December 1, 2011	255,000
December 1, 2012	275,000
December 1, 2013	295,000
December 1, 2014	320,000

There shall remain [\$1,215,000] principal amount of Series 1990A Bonds to be paid upon maturity on December 1, 2015.

Not more than forty-five days nor less than thirty days prior to a sinking fund payment date for the Series 1990A Bonds, the Bond Trustee shall proceed to select for redemption (by lot in such manner as the Bond Trustee may determine) from all Series 1990A Bonds Outstanding which are subject to sinking fund redemption on such date a principal amount of such Series 1990A Bonds equal to the aggregate principal amount of Series 1990A Bonds so to be redeemed, and shall call such Series 1990A Bonds for redemption from the particular sinking fund on the next December 1, and give notice of such call. Provided, that to the extent any redemption increment to be allocated to any Series 1990A Bonds would leave an amount of such Series 1990A Bond Outstanding below \$100,000, then such increment shall be

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allocated so that no Series 1990A Bond shall be Outstanding in a denomination of less than \$100,000.

At the option of the Obligated Group Representative 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 1990A Bonds which are subject to sinking fund redemption on such date in an aggregate principal amount designated by the Obligated Group Representative or (ii) specify a principal amount of such Series 1990A Bonds which prior to said date have been redeemed (otherwise than through the operation of such sinking fund) and cancelled by the Bond Trustee and not theretofore applied as a credit against any sinking fund redemption obligation for such Series 1990A Bonds. Each Series 1990A 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 1990A Bonds. In the event the Obligated Group Representative 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 1990A Bonds to be cancelled.

Section 5.03(b) Sinking Fund - Series 1990B Bonds. As and for a sinking fund for the redemption of Series 1990B Bonds, there shall be deposited in the Bond Principal Fund a sum which is sufficient to redeem (after credit as provided below) the following principal amounts of Series 1990B Bonds and accrued interest to the redemption date:

Series 1990B Bonds

<u>December 1 of the Year</u>	<u>Principal Amount</u>
December 1, 1993	\$ 340,000
December 1, 1994	365,000
December 1, 1995	395,000
December 1, 1996	425,000
December 1, 1997	460,000
December 1, 1998	495,000
December 1, 1999	530,000
December 1, 2000	575,000
December 1, 2001	615,000
December 1, 2002	665,000
December 1, 2003	715,000
December 1, 2004	770,000
December 1, 2005	830,000
December 1, 2006	895,000

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December 1, 2007	965,000
December 1, 2008	1,040,000
December 1, 2009	1,120,000
December 1, 2010	1,205,000
December 1, 2011	1,300,000
December 1, 2012	1,400,000
December 1, 2013	1,510,000
December 1, 2014	1,630,000

There shall remain \$1,755,000 principal amount of Series 1990B Bonds to be paid upon maturity on December 1, 2015.

Not more than forty-five days nor less than thirty days prior to a sinking fund payment date for the Series 1990B Bonds, the Bond Trustee shall proceed to select for redemption (by lot in such manner as the Bond Trustee may determine) from all Series 1990B Bonds Outstanding which are subject to sinking fund redemption on such date a principal amount of such Series 1990B Bonds equal to the aggregate principal amount of Series 1990B Bonds so to be redeemed, and shall call such Series 1990B Bonds for redemption from the particular sinking fund on the next December 1, and give notice of such call. Provided, that to the extent any redemption increment to be allocated to any Series 1990B Bond would leave an amount of such Series 1990B Bond Outstanding below \$100,000, then such increment shall be allocated so that no Series 1990B Bond shall be Outstanding in a denomination of less than \$100,000.

At the option of the Obligated Group Representative 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 1990B Bonds which are subject to sinking fund redemption on such date in an aggregate principal amount designated by the Obligated Group Representative or (ii) specify a principal amount of such Series 1990B Bonds which prior to said date have been redeemed (otherwise than through the operation of such sinking fund) and cancelled by the Bond Trustee and not theretofore applied as a credit against any sinking fund redemption obligation for such Series 1990B Bonds. Each Series 1990B 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 1990B Bonds. In the event the Obligated Group Representative 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 1990B Bonds to be cancelled.

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 Obligated Group Representative, the Bonds redeemed shall be redeemed in such order of series as the Obligated Group Representative 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). In case a fully registered Series 1990A Bond or Series 1990B Bond is of a denomination larger than \$100,000, a portion of such Series 1990A Bond or Series 1990B Bond may be redeemed, but only to the extent that no Bond would remain Outstanding in a principal amount less than \$100,000.

Section 5.05. Notice of Redemption. Bonds shall be called for optional redemption by the Bond Trustee pursuant to Sections 5.01(a), 5.01(b) 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 Obligated Group Representative 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 Sections 5.03(a) or 5.03(b) hereof and Series 1990A Bonds and Series 1990B Bonds shall be called for redemption by the Bond Trustee pursuant to such Sections without the necessity of any action by the County, the Lessee or the Obligated Group Representative. 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

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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 Structureds-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

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- (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 cancelled 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.

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ARTICLE VI

INVESTMENTS

Section 6.01. Investment of Bond Principal Fund, Bond Interest Fund, Issuance Expense Funds, Refunding Fund and Project Fund. Subject to Section 3.18 hereof, any moneys held as part of the Bond Principal Fund, Bond Interest Fund, Issuance Expense Funds and Project Fund shall, on instructions signed by a Lessee Representative, be invested by the Bond Trustee in Permitted Investments (i) with respect to the Project Fund and the Issuance Expense Funds 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. In 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 1990A Bonds and the Series 1990B 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 1990A Bonds or Series 1990B 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

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County having responsibility with respect to the issuance of the Series 1990A Bonds and the Series 1990B Bonds shall, on or prior to the date of issuance of the Series 1990A Bonds and the Series 1990B 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 1990A Bonds and Series 1990B 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 and the Obligated Group Representative 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 Project Fund shall be credited to the Bond Interest Fund.

(b) Any interest or other gain realized as a result of any investments or reinvestments of moneys in the Bond Principal Fund and the Bond Interest Fund shall be retained in the respective Fund.

(c) Any interest or other gain realized as a result of any investments or reinvestments of moneys in the Issuance Expense Funds shall be retained in the respective Issuance Expense Funds.

(d) 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 and for the purpose of determining the value of obligations held by

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the Bond Trustee pursuant to Section 7.01 hereof, obligations in which money in each Fund shall have been invested and obligations held pursuant to Section 7.01 hereof 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

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such events, upon the request of the County, the Bond Trustee shall assign and transfer to the County 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 Obligated Group Representative 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, shall prior to the maturity or redemption date thereof 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 Obligated Group Representative 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, such notice to be given in accordance with the provisions of Section 5.05 hereof, (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 Obligated Group Representative 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

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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. Liability of County Not Discharged. 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 but the liability of the County in respect of such Bonds shall continue provided that the owners thereof 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 liability of the County in respect of such Bonds shall continue provided that the owners thereof 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.

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(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 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

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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," as therein defined, under the Master Indenture.

(i) The occurrence of any "event of default," as therein defined, under the Guaranty Agreement.

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 obligated thereon (except with respect to an Event of Default described in Section 8.01(g)), (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), or (iii) in the event the payment of the principal of the Notes has been declared immediately due and payable, shall, by notice in writing given to the County and the Obligated Group Representative, 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

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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, the Master Trustee, the Lessee and the Obligated Group Representative, 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) 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, the Master Trustee, the Lessee and the Obligated Group Representative, and upon any such declaration such principal shall become immediately due and payable.

The provisions of the foregoing paragraphs of this Section 8.02, however, are subject to the condition that if, after the principal of, and accrued interest on, the Bonds and the principal of the Notes have been declared immediately due and payable, the declaration of acceleration of the Notes shall be annulled in accordance with the provisions of the Master Indenture and with the written consent of the Bond Trustee and the Surety obligated on any Insurance Policy issued in respect of such Bonds, the declaration of acceleration of the Bonds shall be automatically annulled, and the Bond Trustee shall promptly give written notice of such annulment to the County and the Lessee, and notice to Bondholders in the same manner as a notice of redemption under Article V hereof. The provisions of the preceding paragraphs are subject to the further condition that if, after the principal of, and accrued interest on, the Bonds have been declared immediately due and payable, the declaration of acceleration of the Bonds shall be rescinded in accordance with Section 8.11 of this Bond Indenture, the Bond Trustee shall thereupon request the Master Trustee to rescind and annul such declaration of acceleration of the Notes pursuant to Section 5.03 of the Master Indenture. No such annulment shall extend to or affect any subsequent event of default or impair any right or remedy consequent thereon and no such annulment shall be effective if the acceleration of the Notes is not similarly annulled.

(b) Legal Proceedings. The Bond Trustee may (with the written consent of the Surety obligated on any Insurance