

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON SEPTEMBER 16, 2016 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT MAYOR HAL MARX

ALDERMEN BRAD AMACKER
 CRAIG BULLOCK
 TONY DUCKER
 WILLIAM KING
 STEVE STRINGER

MAYOR MARX DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.

NOTICE OF THE SPECIAL MEETING WAS PRESENTED FOR FILING. THE NOTICE READ AS FOLLOWS:

EXHIBIT "A"

NOTICE OF SPECIAL MEETING

THEREUPON, KRIS WALKER ADDRESSED THE BOARD REGARDING HIS WATER BILL AT 103 WOODSIDE DR. MR. WALKER'S HARDSHIP AGREEMENT HAD BEEN VOIDED DUE TO NON PAYMENT FOR 60 DAYS. HE EXPLAINED THE NEED TO REINSTATE HIS HARDSHIP AGREEMENT. THE BOARD ADVISED THAT IF HE CAN COME IN AND PAY HIS CURRENT BILL OF \$154.79 THE HARDSHIP CAN BE REINSTATED.

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTION ADOPTING THE BUDGET FOR FY2016-2017

EXHIBIT "B"

RESOLUTION - BUDGET

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTION SETTING THE AD VALOREM TAX LEVY FOR 2016

EXHIBIT "C"

RESOLUTION - TAX LEVY

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE ENGINEERING CONTRACT WITH SHOWS, DEARMAN & WAITS FOR 2016 STREET REHABILITATION AND AUTHORIZE JOHN WEEKS TO ADVERTISE FOR BIDS ON 2016 STREET REHABILITATION

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE ENGINEERING CONTRACT WITH SHOWS, DEARMAN & WAITS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS ON 2016 STREET REHABILITATION. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE DONATION OF PROPERTY LOCATED AT 425 E CENTRAL AVE FROM MERIT HEALTH SYSTEMS

EXHIBIT "D"

AGREEMENT TO DONATE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE DONATION OF PROPERTY LOCATED AT 425 E CENTRAL AVE FROM MERIT HEALTH SYSTEMS TO BE UTILIZED AS A SENIOR/VETERAN'S CENTER. ALDERMAN AMACKER SECONDED THE MOTION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE SPECIAL MEETING. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO TERMINATE STEVEN GRIFFITH IN THE STREET DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO TERMINATE STEVEN GRIFFITH IN THE STREET DEPT EFFECTIVE SEPTEMBER 14, 2016. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THERE BEING NO FURTHER BUSINESS, THE SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON SEPTEMBER 15, 2016.


MAYOR HAL MARX

SEAL

ATTEST




MELISSA MARTIN, CITY CLERK

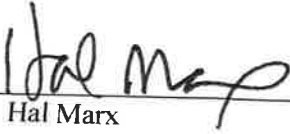
EXHIBIT "A"

September 15, 2016

There will be a special meeting of the Mayor and Board of Aldermen today at 6 p.m. in the board room at City Hall. The purpose of the meeting is to discuss the following:

1. Adoption of the FY 2017 municipal budget and tax levy.
2. Adoption of the FY 2017 tax levy for the Petal Municipal Separate School District.
3. 2016 Street Rehabilitation
4. Accept donation of property at 425 East Central Ave. from Merit Health.
5. Termination of Steve Griffith in the Street Department.

The meeting is open to the public.



Mayor Hal Marx

~~RESOLUTION~~
RESOLUTION

A RESOLUTION ADOPTING AND APPROVING
THE FINAL BUDGET OF THE CITY OF PETAL,
MISSISSIPPI, FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2016 AND ENDING
SEPTEMBER 30, 2017 AND FOR OTHER
PURPOSES HEREIN EXPRESSED

BE IT RESOLVED AND ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, as follows;
That the final budget for the City of Petal, Mississippi, for the fiscal year commencing October 1, 2016 and ending September 30, 2017, a true and correct copy of which is hereby attached, shall be entered at length and in detail in the official minutes of this meeting.

BE IT FURTHER RESOLVED AND ORDERED that the final budget a true and correct copy of which is attached hereto, be and is hereby approved and adopted.

BE IT FURTHER RESOLVED that the City Clerk shall cause to be published a summary of the final budget for the City of Petal, Mississippi, for the fiscal year commencing October 1, 2016 and ending September 30, 2017 as required by Section 21-35-5 of the Mississippi Code of 1972, as annotated and recompiled; said summary to be published at least once in the Petal News, a newspaper published in the County of Forrest, with a general circulation to the City of Petal, Mississippi, and qualified to publish legal notices.

That this resolution shall be in full force and effect from and after its passage. Alderman King made a motion to adopt the foregoing resolution, and the motion was seconded by Alderman Stringer.

Those present and voting "AYE"

Alderman Brad Amacker
Alderman Craig Bullock
Alderman Tony Ducker
Alderman William King
Alderman Steve Stringer

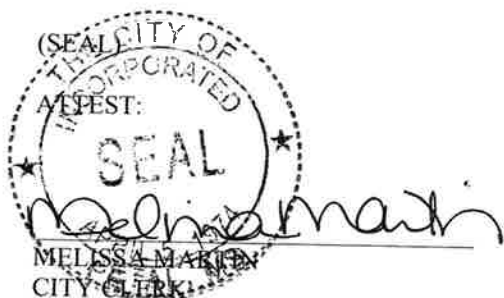
Those present and voting "NAY"

None

The motion to adopt the aforesaid resolution having received the affirmative vote of the majority of the members of the Board of Aldermen, the Mayor declared the motion passed and the resolution adopted on this the 15th day of September, 2016.

CITY OF PETAL, MISSISSIPPI


MAYOR HAL MARX



Governmental Income Statement

| | Budget Rev 1 |
|-----------------------------------|-------------------------|
| Revenue | |
| Taxes | 3,983,000 |
| Licenses | 612,500 |
| Intergovernmental | |
| State | 2,513,700 |
| Local | 7,000 |
| Total Intergovernmental | 2,520,700 |
| Charges for services | |
| Charges for Svc - Govt | 95,500 |
| Charges for Svc - Enterprise | 0 |
| Total Charges for services | 95,500 |
| Fines and forfeits | 270,500 |
| Interest | 200 |
| Misc | 46,000 |
| Beg Cash | 80,000 |
| Total Revenue | 7,608,400 |
| Expense | |
| General government | |
| Alderman | |
| Alderman Personnel Services | 142,780 |
| Alderman Services | 27,200 |
| Total Alderman | 169,980 |
| Judicial | |
| Judicial Personnel Services | 171,937 |
| Judicial Supplies | 3,000 |
| Judicial Services | 116,895 |
| Judicial Capital Outlay | 4,500 |
| Total Judicial | 296,332 |
| Executive | |
| Executive Personnel Services | 119,500 |
| Executive Supplies | 0 |
| Executive Services | 3,450 |
| Total Executive | 122,950 |
| Elections | |
| Elections Supplies | 13,000 |
| Elections Services | 15,000 |

Highways and streets

| | Budget Rev 1 |
|--|-------------------------|
| Streets and Highways | |
| Streets and Highways Personnel Services | 438,702 |
| Streets and Highways Supplies | 226,500 |
| Streets and Highways Services | 334,800 |
| Streets and Highways Capital Outlay | 0 |
| Street Debt Service | 188,627 |
| Total Streets and Highways | 1,188,629 |
| Culture and recreation | |
| Recreation | |
| Recreation Personnel Services | 381,040 |
| Recreation Supplies | 88,000 |
| Recreation Services | 168,300 |
| Recreation Capital Outlay | 65,300 |
| Recreation Debt Service | 46,431 |
| Total Recreation | 749,071 |
| Senior/Cultural Center | |
| Senior/Cultural Center Personnel Services | 83,130 |
| Senior/Cultural Center Supplies | 5,700 |
| Senior/Cultural Capital Outlay | 0 |
| Senior/Cultural Center Services | 13,150 |
| Total Senior/Cultural Center | 101,980 |
| Civic Center | |
| Civic Center Personnel Services | 49,290 |
| Civic Center Supplies | 8,000 |
| Civic Center Services | 53,000 |
| Civic Center Capital Outlay | 3,000 |
| Total Civic Center | 113,290 |
| Debt Service | 0 |
| Total Expense | 7,608,219 |
| Total Governmental Income Statement | 181 |

Total Elections

| | Budget Rev 1 |
|--|-------------------------|
| Financial | 28,000 |
| Financial Personnel Services | 193,476 |
| Financial Supplies | 12,800 |
| Financial Services | 317,300 |
| Financial Capital Outlay | 3,000 |
| Total Financial | 526,576 |
| Legal | |
| Legal Personnel Services | 27,406 |
| Legal Services | 2,200 |
| Total Legal | 29,606 |
| Data Processing | |
| Data Processing Supplies | 0 |
| Data Processing Services | 20,000 |
| Data Processing Capital Outlay | 0 |
| Total Data Processing | 20,000 |
| Public safety | |
| Police Department | |
| Police Department Personnel Services | 1,714,060 |
| Police Department Supplies | 213,000 |
| Police Department Services | 125,078 |
| Police Department Capital Outlay | 42,000 |
| Police Dept Debt Service | 91,070 |
| Total Police Department | 2,185,208 |
| Fire Department | |
| Fire Department Personnel Services | 1,635,307 |
| Fire Department Supplies | 50,500 |
| Fire Department Services | 72,600 |
| Fire Department Capital Outlay | 30,800 |
| Fire Dept Debt Service | 50,000 |
| Total Fire Department | 1,839,207 |
| Building and Inspection | |
| Building and Inspection Personnel Services | 96,040 |
| Building and Inspection Supplies | 13,800 |
| Building and Inspection Services | 95,550 |
| Building and Inspection Capital Outlay | 32,000 |
| Total Building and Inspection | 237,390 |

Governmental Income Statement

| | Budget Rev 1 |
|--|-------------------------|
| Revenue | |
| Intergovernmental | |
| State | 1,000 |
| Local | 66,700 |
| Total Intergovernmental | 67,700 |
| Interest | 40 |
| Misc | 0 |
| Transfers | 0 |
| Beg Cash | 0 |
| Total Revenue | 16,000 |
| Expense | |
| Public safety | |
| Fire Department | |
| Fire Department Services | 1,700 |
| Fire Department Capital Outlay | 33,000 |
| Fire Dept Debt Service | 48,277 |
| Total Fire Department | 82,977 |
| Total Public safety | 82,977 |
| Total Expense | 82,977 |
| Total Governmental Income Statement | 783 |

EXHIBIT "B"

MINUTE BOOK 35
CITY OF PETAL

| | <u>Budget</u> |
|--------------------------------------|---------------|
| | <u>Rev 1</u> |
| Governmental Income Statement | |
| Revenue | |
| Intergovernmental | |
| Local | 5,000 |
| Total Intergovernmental | <u>5,000</u> |
| Interest | 5 |
| Misc | 0 |
| Beg Cash | 10,000 |
| Total Revenue | <u>15,005</u> |
| Expense | |
| Public safety | |
| Police Department | |
| Police Department Services | 0 |
| Police Department Capital Outlay | 15,000 |
| Total Police Department | <u>15,000</u> |
| Total Public safety | <u>15,000</u> |
| Total Expense | <u>15,000</u> |
| Total Governmental Income Statement | <u>5</u> |

| | <u>Budget</u> |
|--------------------------------------|----------------|
| | <u>Rev 1</u> |
| Governmental Income Statement | |
| Revenue | |
| Intergovernmental | |
| State | 416,000 |
| Total Intergovernmental | <u>416,000</u> |
| Interest | 50 |
| Total Revenue | <u>416,050</u> |
| Expense | |
| Highways and streets | |
| Streets and Highways | |
| Streets and Highways Services | 0 |
| Streets and Highways Capital Outlay | 416,000 |
| Total Streets and Highways | <u>416,000</u> |
| Total Highways and streets | <u>416,000</u> |
| Total Expense | <u>416,000</u> |
| Total Governmental Income Statement | <u>50</u> |

| | <u>Budget</u> |
|--------------------------------------|----------------|
| | <u>Rev 1</u> |
| Governmental Income Statement | |
| Revenue | |
| Interest | 0 |
| Misc | 0 |
| Transfers | 465,300 |
| Total Revenue | <u>465,300</u> |
| Expense | |
| Debt Service | |
| Debt Service | |
| Debt Payments | 0 |
| Total Debt Service | 465,300 |
| Total Expense | <u>465,300</u> |
| Total Governmental Income Statement | <u>0</u> |

| | <u>Budget</u> |
|--------------------------------------|----------------|
| | <u>Rev 1</u> |
| Governmental Income Statement | |
| Governmental Income Statement | |
| Revenue | |
| Interest | 13 |
| Transfers | 466,762 |
| Total Revenue | <u>466,775</u> |
| Expense | |
| Enterprise | |
| Water | |
| Sewer Debt Service | 466,775 |
| Total Water | <u>466,775</u> |
| Total Enterprise | <u>466,775</u> |
| Total Expense | <u>466,775</u> |
| Total Governmental Income Statement | <u>0</u> |

CITY OF PETAL
MINUTE BOOK 35
EXHIBIT "B"

Governmental Income Statement

| | |
|--|----------------|
| Revenue | |
| Interest | 25 |
| Transfers | |
| Beg Cash | 194,920 |
| Total Revenue | 194,945 |
| Expense | |
| Highways and streets | |
| Streets and Highways | |
| Streets and Highways Services | |
| Total Streets and Highways | 0 |
| Debt Service | |
| Debt Payments | 0 |
| Total Debt Service | 194,920 |
| Total Expense | 194,920 |
| Total Governmental Income Statement | 194,920 |
| | 25 |

**Budget
Rev 1**

Governmental Income Statement

| | |
|--|----------|
| Revenue | |
| Interest | |
| Transfers | |
| Beg Cash | |
| Total Revenue | 0 |
| Expense | |
| Debt Service | |
| Debt Payments | |
| Total Debt Service | 0 |
| Total Expense | 0 |
| Total Governmental Income Statement | 0 |

**Budget
Rev 1**

Governmental Income Statement

| | |
|--|----------------|
| Revenue | |
| Interest | 25 |
| Transfers | |
| Beg Cash | 351,550 |
| Total Revenue | 353,050 |
| Expense | |
| Debt Service | |
| Debt Payments | 353,050 |
| Total Debt Service | 353,050 |
| Total Expense | 353,050 |
| Total Governmental Income Statement | 0 |

**Budget
Rev 1**

Governmental Income Statement

| | |
|--|------------------|
| Revenue | |
| Charges for services | |
| Charges for Svc - Enterprise | 3,231,500 |
| Total Charges for services | 3,231,500 |
| Interest | 1,000 |
| Misc | 0 |
| Transfers | 0 |
| Beg Cash | 0 |
| Total Revenue | 3,232,500 |
| Expense | |
| Enterprise | |
| Water | |
| Water Personnel Services | 571,818 |
| Water Supplies | 193,200 |
| Water Services | 1,153,200 |
| Water Capital Outlay | 298,000 |
| Sewer Debt Service | 931,575 |
| Total Water | 3,147,793 |
| Total Enterprise | 3,147,793 |
| Total Expense | 3,147,793 |
| Total Governmental Income Statement | 84,707 |

**Budget
Rev 1**

CITY OF PETAL
 MINUTE BOOK 35
 EXHIBIT "B"
 381

Governmental Income Statement

**Budget
Rev. 1**

| | |
|--|----------------|
| Revenue | |
| Charges for services | |
| Charges for Svc - Govt | 734,000 |
| Total Charges for services | 734,000 |
| Interest | 75 |
| Misc | 0 |
| Beg Cash | 0 |
| Total Revenue | 734,075 |
| Expense | |
| Enterprise | |
| Sanitation | |
| Sanitation Personel Services | 0 |
| Sanitation Supplies | 0 |
| Sanitation Services | 711,000 |
| Sanitation Capital Outlay | 0 |
| Total Sanitation | 711,000 |
| Total Enterprise | 711,000 |
| Total Expense | 711,000 |
| Total Governmental Income Statement | 23,075 |

RESOLUTION FIXING THE AD VALOREM TAX LEVY
ON REAL AND PERSONAL PROPERTY FOR TAXES
IN THE CITY OF PETAL, MISSISSIPPI, AND THE PETAL
MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE
YEAR OF 2016

BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI:

SECTION I: That for the year 2016 there shall be and is hereby levied on all taxable property real and personal within the corporate limits of the City of Petal, Mississippi, for ad valorem taxes for municipal purposes as indicated, the following levies to be collected on each dollar of assessed value shown upon, the real and personal ad valorem assessment rolls of said City, within the city limits thereof, to-wit:

FOR GENERAL REVENUE PURPOSES-----39.37

TOTAL LEVIED FOR MUNICIPAL PURPOSES-----39.37

SECTION II. That for the year 2016, there shall be and there is hereby levied on all taxable property, real and personal, within the Petal Municipal Separate School District, within the City of Petal, Mississippi, and within the added territory outside the City of Petal for ad valorem taxes for **school purposes** such levies having been authorized by the Board of Trustees of said School District by order entered on it's minutes and certified to the Mayor and Board of Aldermen, the following levies to be collected on each dollar of assessed valuation shown on the said ad valorem assessment rolls, to-wit:

FOR DISTRICT SCHOOL OPERATION AND MAINTENANCE FUND,
LEVIED UNDER THE PROVISIONS OF SECTION 37-57-104
OF THE CODE OF 1972, AS AMENDED---55.00

TOTAL LEVIED FOR SCHOOL PURPOSES---55.00

SECTION III. That for the year 2016 there shall be and there is hereby levied on all taxable property real and personal, within the Petal Municipal Separate School District within the City of Petal, Mississippi, and within the added territory outside the City of Petal for ad valorem taxes for the **School Building Program Fund**, such levies having been authorized by the Board of Trustees of said School District by order entered on it's minutes and certified to the Mayor and Board of Aldermen, the following levies to be collected on each dollar of assessed valuation shown on the said ad valorem assessment rolls, to-wit:

FOR DISTRICT SCHOOL BUILDING PROGRAM FUND, LEVIED
UNDER THE PROVISIONS OF SECTION 37-59-105 OF THE CODE
OF 1972 AS AMENDED-----4.56

SECTION V. That for the year 2016 there shall be and there is hereby levied on all taxable property real and personal, within the Petal Municipal Separate School District within the City of Petal, Mississippi, and within the added territory outside the City of Petal for ad valorem taxes for the **School Limited Tax Note Series 2010**, such levies having been authorized by the Board of Trustees of said School District by order entered on it's minutes and certified to the Mayor and Board of Aldermen, the following levies to be collected on each dollar of assessed valuation shown on the said ad valorem assessment rolls, to-wit:

FOR DISTRICT SCHOOL LIMITED TAX NOTE SERIES 2010, LEVIED
UNDER THE PROVISIONS OF SECTION 37-57-101 OF THE CODE
OF 1972 AS AMENDED-----2.46

SECTION VI. That for the year 2016, there shall be and is hereby levied on all taxable property, real and personal, within the corporate limits of the City of Petal, Mississippi, for ad valorem taxes for the following levies to be collected on each dollar of assessed value shown upon the real and personal ad valorem assessment rolls of said City, within the city limits thereof, to-wit:

FOR LIBRARY PURPOSES LEVIED UNDER THE PROVISIONS
OF SECTION 39-3-7 OF THE MISSISSIPPI CODE OF 1972,
AS AMENDED-----949

TOTAL LEVIED FOR LIBRARY PURPOSES-----.949

SECTION VII. That for the year of 2016, there shall be and is hereby levied on all taxable property, real and personal within the corporate limits of the City of Petal, Mississippi, for ad valorem taxes for the following levies to be collected on each dollar of assessed value shown upon the real and personal ad valorem assessment rolls of said City, within the City limits thereof, to-wit:

FOR GENERAL OBLIGATION REFUNDING BONDS, SERIES
2012 PURPOSE LEVIED UNDER THE PROVISIONS
OF SECTION 21-33-301 THROUGH 21-33-329 OF THE
MISSISSIPPI CODE OF 1972 AS AMENDED-----2.10

SECTION VIII. That for the year of 2016, there shall be and is hereby levied on all taxable property, real and personal within the corporate limits of the City of Petal, Mississippi, for ad valorem taxes for the following levies to be collected on each dollar of assessed value shown upon the real and personal ad valorem assessment rolls of said City, within the City limits thereof, to-wit:

FOR \$5,000,000.00 GENERAL OBLIGATION BONDS, SERIES
2006 PURPOSE LEVIED UNDER THE PROVISIONS OF
SECTION 21-33-301 THROUGH 21-33-329 OF THE
MISSISSIPPI CODE OF 1972 AS AMENDED-----3.79

SECTION X. That this resolution shall be in full force and effect from and after its passage.

Alderman Amacker made a motion to adopt the foregoing resolution, and the motion was seconded by Alderman King.

Those present and voting "AYE"



Alderman Brad Amacker
Alderman Craig Bullock
Alderman Tony Ducker
Alderman William King
Alderman Steve Stringer

Those present and voting "NAY"

None

The motion to adopt the aforesaid resolution having received the affirmative vote of the majority of the members of the Board of Aldermen, the Mayor declared the motion passed and the resolution adopted on this the 15th day of September, 2016.


Hal Marx
Mayor

(SEAL)
ATTEST:

Melissa Martin, City Clerk


THIS AGREEMENT TO DONATE (this "Agreement") is made this 15th day of Sept, 2016 (the "Effective Date"), by and between WESLEY HEALTH SYSTEM, LLC, a Delaware limited liability company (the "Donor"), and THE CITY OF PETAL, MISSISSIPPI, a municipal corporation ("Donee").

EXHIBIT "D"

hereby further agrees to hold and save Donor harmless, and to protect, defend and indemnify Donor from and against any and all liabilities, claims of liability, losses, costs, charges, expenses and damages of any kind or character whatsoever, including attorney's fees incurred or sustained by Donor, by reason of, or arising out of in any way, the Permitted Exceptions. This indemnification by Donee shall survive the Closing, or the termination of this Agreement, as applicable.

In consideration of the mutual covenants herein contained, Donor and Donee agree as follows:

1. DONATION.

1.1 Donation. Subject to the terms and conditions of this Agreement, Donor hereby agrees to donate to Donee, and Donee hereby agrees to accept such donation from Donor, the following described property (herein collectively called the "Property"):

(a) that certain tract of land (the "Land") commonly known as 425 Highway 42, Petal, Forrest County, Mississippi, being more particularly described on Exhibit A attached hereto and incorporated herein by reference;

(b) all easements, if any, benefiting the Land;

(c) all rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Donor, if any, in and to adjacent streets, alleys or rights-of-way; and

(d) all improvements owned by Donor (the "Improvements"), if any, in and on the Land.

1.2 Value. The parties agree that the fair market value of the Property is Three Hundred Thirty Thousand Dollars (\$330,000.00), as shown by the Appraisal Report dated August 20, 2015, prepared by Associated Appraisers, Inc., a copy of which has been received by both parties.

2. ACCEPTANCE OF PROPERTY; NO REPRESENTATIONS OR WARRANTIES BY DONOR.

2.1 Title Encumbrances. Donee expressly agrees to accept the Property subject to the Permitted Exceptions. The term "Permitted Exceptions", as used in this Agreement, shall mean (i) taxes and assessments for the year in which the Closing takes place and subsequent years; (ii) reservations, exceptions, covenants, conditions, restrictions, agreements, easements, setback lines and other matters of record; (iii) zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property (including any existing violations thereof); (iv) streets, rights-of-way and highways encumbering the Property; (v) unrecorded easements, discrepancies, boundary line disputes, overlaps, shortages in area, encroachments and other matters that would be revealed by an accurate survey or inspection of the Property; (vi) and any additional matters disclosed in any title commitment or survey obtained by Donee. Donee

2.2 Disclaimer. DONEE ACKNOWLEDGES AND AGREES THAT DONOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH DONEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT DONOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, HAZARDOUS MATERIALS, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW). DONEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, DONEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY DONOR OR ITS AGENTS AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST DONOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT DONOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. DONOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE

OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS", "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. THE PROVISIONS OF THIS SECTION 2.2 SHALL SURVIVE THE CLOSING.

2.3 Hazardous Materials. "Hazardous Materials" as used in this Agreement shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

2.4 Environmental Requirements. "Environmental Requirements" as used in this Agreement shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees, now or hereafter enacted, promulgated or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

2.5 Environmental Risks. Donee acknowledges that there are, or may be, certain environmental issues and/or risks with respect to the Property, including, without limitation, the presence or existence of above ground or underground storage tanks, lead based paint, asbestos containing materials.

2.6 Indemnity. Donee hereby expressly acknowledges that from and after the Closing, Donee shall be responsible and liable for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements in accordance with all Environmental Requirements, including the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated

under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Closing, Donee shall indemnify and hold Donor harmless from and against any and all claims, costs, damages or other liability, including attorney's fees, incurred by Donor as a result of any Hazardous Materials being located now or previously on the Property or in the Improvements or as a result of Donee's failure to comply with the requirements of this Section in connection with Donee's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements. This indemnification shall survive the Closing or termination of this Agreement, as applicable.

2.7 Release. Donee, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges Donor, its officers, directors, shareholders, employees, agents, attorneys, representatives, and any other persons acting on behalf of Donor and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Donee or any of its successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Property or the Improvements, including, without limitation, any Hazardous Materials in, at, on, under or related to the Property or the Improvements, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this release shall survive the Closing or termination of this Agreement, as applicable.

3. INSPECTIONS.

Although the Property is donated "AS IS", "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS, Donee, within sixty (60) days of full execution of this Agreement (the "Inspection Period"), has the right to inspect the Property, or to have the Property inspected on Donee's behalf, to determine the condition and existence of defects located at, on or in the Property. All inspections shall be at Donor's sole cost and expense. In the event Donee determines, in good faith, that the Property is not suitable, Donee may terminate this Agreement by giving written notice to Donor on or before the date the Inspection Period expires. Following the Inspection Period, if Donee has not elected to terminate this Agreement, Donee shall be deemed to have approved and accepted the Property in its then-current condition in all respects. Donor recommends that Donee secure such professional building inspection reports, inspections or other reports necessary to determine the presence of radon gas, lead based paint and/or lead based paint hazards, asbestos or other Hazardous Materials in or about the Property, and any other reports and inspections as Donee may reasonably deem necessary, provided (i) Donee shall not conduct any environmental investigations of the Property beyond a Phase I environmental site assessment (i.e., no sampling or drilling) or any testing likely to cause damage to the Property without the prior written consent of Donor, which consent shall not be unreasonably withheld, and (ii) Donee shall not interfere with any parties use of the Property or any operations being conducted thereon. Notwithstanding anything contained herein to the contrary, Donee agrees that it shall not access the Property nor contact any employees or other personnel of Donor without Donee's first providing reasonable notice to Donor and coordinating such access or contact with Donor. If this Agreement is terminated, Donee shall repair all damage to the

Property resulting from Donee's exercise of its rights under this Section 3. In addition, Donee shall indemnify, defend and hold harmless Donor from and against all claims, demands, suits, lawsuits, liabilities, damages, costs and expenses (including, but not limited to, court costs, litigation expenses and reasonable attorneys' fees) arising as a result of Donee's activities on the Property prior to the Closing. If this Agreement is terminated for any reason, Donee shall furnish Donor with a copy of any title commitment, survey, physical condition assessments and environmental assessments of the Property obtained by Donee, upon Donor's written request. Donee's obligations under this Section 3 shall survive the termination of this Agreement or the Closing, as applicable.

4. CLOSING.

4.1 Closing. The closing of the donation of the Property (the "Closing") shall be held at the offices of Donor on or before that date designated by Donor (the "Closing Date") which is within fifteen (15) days after the expiration of the Inspection Period, unless the parties mutually agree upon another date. Neither Donee nor Donor shall have any obligation to agree to change the Closing Date.

4.2 Possession. Possession of the Property shall be delivered to Donee at the Closing, subject to the Permitted Exceptions.

4.3 Real Estate Taxes. All real estate taxes and other assessments with respect to the Property for the year in which the Closing occurs shall NOT be prorated. Donor shall be responsible for, and shall cause to be paid at the Closing, all outstanding real estate taxes and assessments as of the Closing Date, including such taxes and assessments for the year in which the Closing occurs if such taxes and expenses are then due and payable. Donee shall be responsible for any such expenses, taxes, and assessments on and after the Closing Date, including such expenses, taxes and assessments for the year in which the Closing occurs that are not yet due and payable. The agreements of Donor and Donee set forth in this Section 4.3 shall survive the Closing.

4.4 Closing Costs. Donee shall pay, on the Closing Date, all costs and expenses associated with the Closing, specifically including, without limitation, all transfer taxes, recording fees and taxes, title insurance premiums, and any escrow fees and other customary closing charges necessary to effectuate the Closing. Each party shall pay its own attorneys' fees.

4.5 Donor's Obligations at the Closing. At the Closing, Donor shall deliver to Donee each of the following documents:

(a) a Quitclaim Deed (the "Deed"), executed by Donor, conveying all of Donor's right, title and interest in and to the Land and the Improvements located thereon to Donee;

(b) if applicable, a closing statement setting forth the allocation of closing costs, and other fees necessary to effectuate the Closing; and

Donee expressly acknowledges and agrees that, except for the Deed and a closing statement, if applicable, Donor is not obligated to execute any documents at the Closing.

including, but not limited to, such other documents necessary to cause an owner's policy of title insurance to be issued in conjunction with the transaction contemplated by this Agreement; provided, however, Donor, in its sole and absolute discretion, may elect to execute such additional documents as may reasonably be necessary to effectuate the Closing and/or the issuance of an owner's policy of title insurance.

4.6 Donee's Obligations at the Closing. At the Closing, Donee shall deliver to Donor the following:

(a) such consents and authorizations as Donor may reasonably deem necessary to evidence authorization of Donee for the donation of the Property, the execution and delivery of any documents required in connection with the Closing and the taking of all action to be taken by the Donee in connection with the Closing;

(b) if requested by Donor, an easement agreement, in form and substance reasonably acceptable to Donor, granting Donor a perpetual, non-exclusive access and utility easement across the Property; and

(c) such other documents as may be reasonable and necessary in the opinion of the Donor or its counsel to consummate and close the donation contemplated herein pursuant to the terms and provisions of this Agreement, including, without limitation, a closing statement.

5. RISK OF LOSS.

5.1 Condemnation. If, after the date of this Agreement and prior to the Closing, an action is initiated in writing to take any of the Property by eminent domain proceedings, deed in lieu thereof, this Agreement shall automatically terminate, with each party having continuing rights or obligations hereunder.

5.2 Casualty. Donor assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing, and Donee assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause on the day of the Closing and thereafter.

6. MISCELLANEOUS.

6.1 Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be sent by hand delivery, nationally recognized overnight courier or U.S. Certified Mail (Return Receipt Requested), postage prepaid, to the addresses set forth below:

Donor: Wesley Health System, LLC
c/o CHSPSC, LLC
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attention: Legal Department

Donee: The City of Petal

Attention:

With a copy Tyner, Eaton & Fulce, PLLC
to: P.O. Box 1646
Hattiesburg, Mississippi 39403-1646
Attention: Thomas W. Tyner, Esq.

Any party may change its address for notices by giving written notice to the other parties in accordance with this provision. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery; (ii) if sent by receipted overnight delivery service, on the date the same is received; and (iii) if sent by U.S. Mail, five (5) days after the same is deposited with such carrier.

6.2 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof which are not expressly set forth herein. This Agreement supersedes in its entirety any letter of intent or other written agreement that may have been executed previously by the parties hereto with regard to the Property.

6.3 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

6.4 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

6.5 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the state where the Property is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

6.6 Governing Law; Attorney Review. This Agreement shall be governed by the laws of the State of Mississippi. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. Donee expressly acknowledges that Donee has had the opportunity to consult with its legal counsel regarding this Agreement.

6.7 Waiver of Jury Trial. DONOR AND DONEE HEREBY EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY OF ANY CLAIM (I) ARISING UNDER THIS AGREEMENT, OR (II) CONNECTED WITH OR RELATED TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING. DONOR AND DONEE MAY FILE AN ORIGINAL OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE FOREGOING WAIVER.

6.8 Venue. [PROPER VENUE FOR ANY ACTION ARISING UNDER OR RELATING TO ANY OF THE TRANSACTION DOCUMENTS OR THE TRANSACTION CONTEMPLATED THEREIN SHALL BE IN THE STATE AND FEDERAL COURTS HAVING JURISDICTION OVER WILLIAMSON COUNTY, TENNESSEE. ALL PARTIES HERETO CONSENT TO SUCH COURTS HAVING PERSONAL JURISDICTION AND WAIVE WHATEVER RIGHTS THEY HAVE TO BE SUED ELSEWHERE.]

6.9 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Donor and Donee and their respective successors and assigns. Donee shall not assign this Agreement without the prior written consent of Donor.

6.10 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, 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 such illegal, invalid or unenforceable provision or by its severance from this Agreement.

6.11 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

6.12 Multiple Counterparts and Facsimile Execution. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

6.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

Exhibit A - Legal Description

6.14 Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

6.15 No Merger. Any covenant, agreement, disclaimer or indemnity herein which contemplates performance after the time of the Closing shall not be deemed to be merged into or waived by the closing instruments but shall expressly survive and be binding upon the parties obligated thereby. Neither Donor nor Donee has made any representations or warranties to the other regarding this transaction except as set forth herein.

CITY OF PETAL
MINUTE BOOK 35

EXHIBIT "D"

6.16 Indemnification. To the extent not set forth herein, Donee hereby expressly agrees to hold and save Donor harmless, and to protect, defend, and indemnify Donor from against any and all liabilities, claims of liability, losses, costs, charges, expenses and damages of any kind or character whatsoever, including attorney's fees incurred or sustained by Donor, by reason of, or arising out of in any way, the following: (i) inspections or repairs made by Donee or its agents, employees, contractors, successors or assigns; (ii) the imposition of any fine or penalty imposed by any governmental entity resulting from Donee's failure to timely obtain any permits, approvals, repairs or inspections or to comply with all applicable laws, rules, ordinances and regulations; and (iii) Donee or Donee's tenants, agents or representatives who use or occupy the Property prior to the Closing. The indemnification set forth in this Section 6.16 shall survive the Closing, or the termination of this Agreement, as applicable.

6.17 Tax Related Covenants. From time to time, at the request of Donor and without further consideration, Donee shall execute and deliver such other documents, and take such other action, as Donor may reasonably request in order to consummate more effectively the transactions contemplated hereby, complete any tax returns including, but not limited to, IRS form 8283.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Donor and Donee have caused this Agreement to be executed and delivered on the day and year first above written.

DONOR:

WESLEY HEALTH SYSTEM, LLC

By: _____
Name: _____
Title: _____

DONEE:

THE CITY OF PETAL, MISSISSIPPI

By: Hal Max
Name: Hal Max
Title: Mayor

EXHIBIT A

A part of the SE 1/4 of the SW 1/4 of Section 36, T-5-N, R-13-W, in the City of Petal, County of Forrest, State of Mississippi, and being more particularly described as commencing at SE corner of the said SE 1/4 of the SW 1/4, thence run North for 58.0 feet, thence run West for 30.0 feet to a 1" iron pipe, and to and for the Point of Beginning, said point being on the West Right-of-Way line of Cameron Road, thence run North along said West Right-of-Way line for 246.97 feet to a railroad spike and to its intersection with the South Right-of-Way line of Old Corinth Road, thence run S55°01'25"W along the said South Right-of-Way line for 154.98 feet to a railroad spike, thence run S62°16'30"W along said South Right-of-Way line for 75.74 feet to a 1/2" iron pipe, thence run S00°02'13"W for 122.91 feet to a 1/2" iron pipe and to the North Right-of-Way line of Highway No. 42, thence run East along said North Right-of-Way line for 194.09 feet to the Point of Beginning, comprising 0.81 acres more or less.

Being described according to a survey prepared by Raymond M. Dearman, Mississippi Land Surveyor No. 2130, Shows, Dearman & Waits, Hattiesburg, Mississippi, Drawing No. 97-042, dated July 29, 1997, last revised August 27, 1997.

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