CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 17, 2012 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Greer followed by the pledge of allegiance to the flag led by Alderman Barnett.

ROLL CALL City Clerk, Russell Wall

Present:	Jehu Brabham – Alderman-at-Large
	Tony Hisaw – Alderman Ward 1
	Tony Greer – Alderman Ward 2
	William O Barnett – Alderman Ward 3
	Kathy Peace – Alderwoman Ward 4
	Mike Morgan – Alderman Ward 5
Absent:	Mike Cashion – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A - P

MOTION made by Alderwoman Peace and **SECONDED** by Alderman Greer to approve the Consent Agenda Items A-P. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO ADVERTISE FOR BIDS ON THE RENOVATIONS TO THE MAIN STREET COMMUNITY DEVELOPMENT OFFICE

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw the board gave its approval to advertise for bids on the renovations to the Main Street Community Development Office. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE CHANGES TO THE WARD LINES OF THE CITY OF CLINTON, MISSISSIPPI AS PRESENTED BY DAVID WADE, SENIOR PLANNER OF THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved the changes to the ward lines of the City of Clinton, Mississippi as presented by David Wade, Senior Planner of the Central Mississippi Planning and Development District. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION AUTHORIZING AND APPROVING THE MAYOR TO EXECUTE AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC. FOR THE PURPOSE OF LEASE PURCHASING ONE (1) E-ONE TYPHOON CUSTOM PUMPER FOR THE FIRE DEPARTMENT

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board approved a resolution authorizing and approving the Mayor to execute an equipment Lease-Purchase agreement with Leasing 2, Inc. for the purpose of lease purchasing one (1) E-One Typhoon Custom Pumper for the Fire Department. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION AUTHORIZING AND APPROVING THE MAYOR TO EXECUTE AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH BANKCORPSOUTH EQUIPMENT FINANCE FOR THE PURPOSE OF LEASE PURCHASING ONE (1) E-ONE FIRE RANGER RESCUE TRUCK FOR THE FIRE DEPARTMENT

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved a resolution authorizing and approving the Mayor to execute an equipment Lease-Purchase agreement with BancorpSouth Equipment Finance for the purpose of lease purchasing one (1) E-One Fire Ranger Rescue Truck for the Fire Department. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT IN THE AMOUNT OF $159,645.33, CONTINGENT UPON CONCURRENCE BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION, WITH ABMB ENGINEERS, INC., FOR THE CONSTRUCTION OF IMPROVEMENTS UNDER FEDERAL AID PROJECT NO. STP-73574-00(001) - ARROW DRIVE IMPROVEMENTS

Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Morgan the board approved the Construction Engineering & Inspection Services contract in the amount of $159,645.33, contingent upon concurrence by the Mississippi Department of Transportation, with ABMB Engineers, Inc. for the construction of improvements under Federal Aid Project No. STP-73574-00(001) - Arrow Drive Improvements. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE ACCEPTANCE OF A CONSTRUCTION EASEMENT DONATED BY THE CLINTON PUBLIC SCHOOL DISTRICT FOR THE NEEDED RIGHT-OF-WAY FOR IMPROVEMENTS TO ARROW DRIVE

Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved the acceptance of a construction easement donated by the Clinton Public School District for the needed right-of-way for improvements to Arrow Drive. **MOTION CARRIED UNANIMOUSLY**

ACCEPT THE CONCURRENCE IN THE DETERMINATIONS BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND THE NATCHEZ TRACE PARKWAY THAT THE IMPROVEMENTS TO ARROW DRIVE WILL HAVE A *DE MINIMIS*, OR VERY MINOR, EFFECT ON THE NATCHEZ PARKWAY UNDER FHWA REGULATIONS FOR POTENTIAL 4(F) PROTECTED PARKLANDS

Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board accepted the concurrence in the determinations by the Mississippi Department of Transportation and the Natchez Trace Parkway that the improvements to Arrow Drive will have a *de minims*, or very minor, effect on the Natchez Parkway under FHWA regulations for potential 4(f) protected parklands. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:24 P.M.

<u>MOTION</u> made by Alderman Brabham and **<u>SECONDED</u>** by Alderman Morgan to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held May 1, 2012 at 7:00 p.m. **<u>MOTION CARRIED UNANIMOUSLY</u>**

APPROVED: ______________________ April 18, 2012
Rosemary G. Aultman, Mayor Date

ATTEST: ______________________ April 18, 2012
Russell L. Wall, City Clerk Date

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

Ceiling Tiles	Main Street & Community Development Change out only - all tiles

Electrical	 Replacing all lights Adding plugs in plan room Adding plugs in new office Moving plug in conference room

A/C	 Add duct to plan room Add duct to new office Changing out rusted grills

Plumbing	 Re-work men's restrooms Main Street restroom women's & handicap accessable Three toilets Three sinks & faucets Re-locate hotwater heater & move to basement Hotwater to sink in kitchen and both men's restrooms

Demolition	 Deposit box "night" Old ceiling tiles Carpet Floor tiles, front office & entrance Toilet partitions in mens restrooms Panneling and nailer strips in JB's office Vanity in conference room Cabinets in kitchen Moving furniture

Framing	 Plan room New office Handicap restroom Deposit box "night" New door to Angie's office Close in bathroom windows

Trim	
	Set 3 3068 doors
	Bookshelves in JB's office (stain grade)
	Shelves in plan room 9ft. Wide, 8ft. Tall - See Lauren
	Vanity's in bathroom - new in all three restrooms
	Upper & lower cabinets in kitchen
	Cabinet over phone wiring in kitchen

Painting Interior	
	Ceiling grid - thoughout building
	All walls & ceiling Community Development side
	Confernce room
	Handicap restroom

Sheetrock	
	All new walls
	Handicap restroom
	JB's office

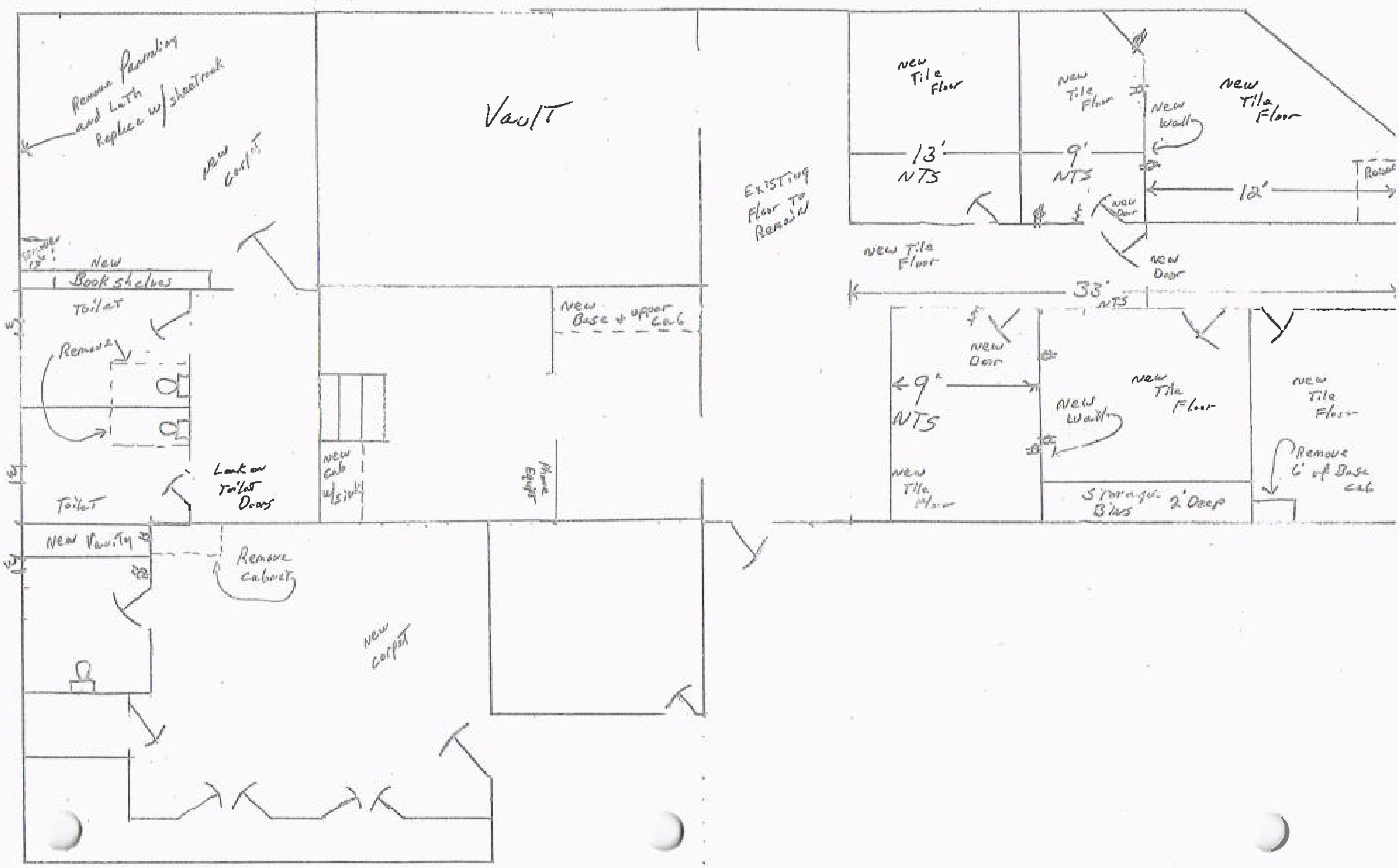
Painting Exterior	
	Scrap
	Seal - Contractors proposal
	Two coats finish

Tile Floor	
	1000 sq. feet
	Allow $1.50 tile & glue, per sq. ft.

Carpet	
	60 yards
	Allow $15.00 per yard to purchase
	JB's office and confernce room

Hardware	

General Conditions	


Remove Paneling and Lath Replace w/sheetrock
New Carpet
Vault
Existing Floor To Remain
New Tile Floor
New Tile Floor
New Tile Floor
13' NTS
9' NTS
New Wall
12'
New Door
New Tile Floor
New Door
33' NTS
New Book shelves
Toilet
New Base + upper Cab
Remove
New Door
9' NTS
New Tile Floor
New Wall
New Tile Floor
New Tile Floor
Lock on Toilet Doors
New Cab w/sink
Phone Equip
Toilet
Storage Bins 2' Deep
Remove 6' of Base cab
New Vanity
Remove Cabinet
New Carpet

City of Clinton

Existing Wards

2010 Census Population Summary

Ward	Ideal Pop	2010 Census	Ideal Var	% Var	White Pop	% White	Black Pop	% Black	Other Pop	% Other	Total VAP	White VAP	% W VAP	Black VAP	% B VAP	Other VAP	% O VAP
1	4,203	4,265	62	1.47	2,400	56.27	1,718	40.28	147	3.45	3,197	1,855	58.02	1,247	39.01	95	2.97
2	4,203	5,076	873	20.77	3,330	65.60	1,407	27.72	339	6.68	3,719	2,583	69.45	924	24.85	212	5.70
3	4,203	5,019	816	19.41	3,052	60.81	1,722	34.31	245	4.88	3,784	2,379	62.87	1,237	32.69	168	4.44
4	4,203	3,937	-266	-6.32	2,588	65.74	1,196	30.38	153	3.89	3,018	2,126	70.44	803	26.61	89	2.95
5	4,203	2,584	-1,619	-38.52	1,894	73.30	576	22.29	114	4.41	1,995	1,553	77.84	356	17.84	86	4.31
6	4,203	4,335	132	3.14	1,899	43.81	1,923	44.36	513	11.83	3,298	1,576	47.79	1,325	40.18	397	12.04
Totals	**25,218**	**25,216**			**15,163**	**60.13**	**8,542**	**33.88**	**1,511**	**5.99**	**19,011**	**12,072**	**63.50**	**5,892**	**30.99**	**1,047**	**5.51**

Top-to-Bottom Variance = 59.29

The top-to-bottom variance (relative overall range) is derived by adding the variance percentage of the smallest and largest district together, disregarding the negative value.

CMPDD

PROMOTING REGIONAL EXCELLENCE SINCE 1968

Central Mississippi
Planning and Development District

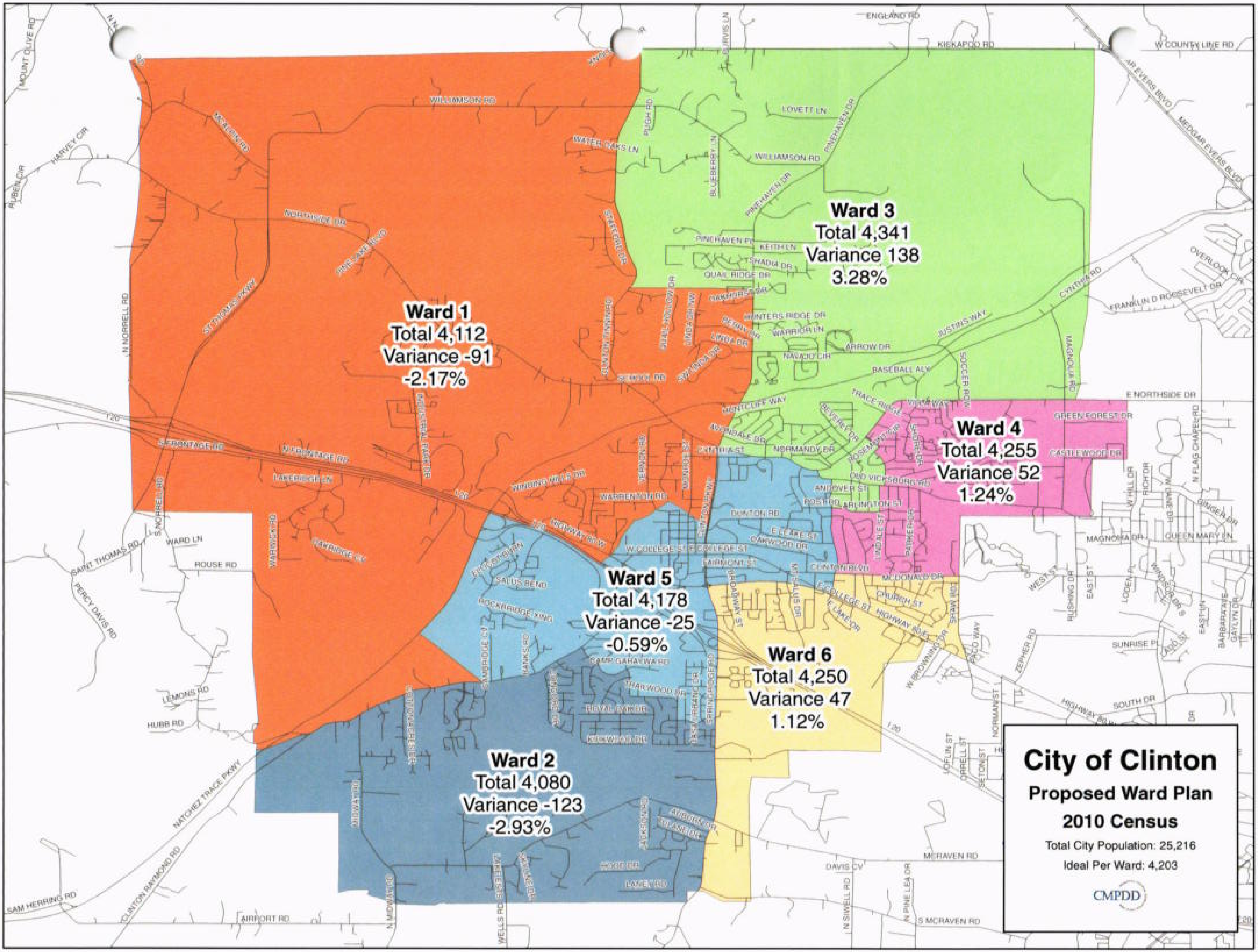
City of Clinton
Proposed Wards
2010 Census Population Summary

Ward	Ideal Pop	2010 Census	Ideal Var	% Var	White Pop	% White	Black Pop	% Black	Other Pop	% Other	Total VAP	White VAP	% W VAP	Black VAP	% B VAP	Other VAP	% O VAP
1	4,203	4,112	-91	-2.16	2,167	52.70	1,826	44.41	119	2.89	3,173	1,737	54.74	1,358	42.80	78	2.46
2	4,203	4,080	-123	-2.92	2,744	67.25	1,070	26.23	266	6.52	3,009	2,144	71.25	701	23.30	164	5.45
3	4,203	4,341	138	3.28	3,095	71.30	991	22.83	255	5.87	3,200	2,371	74.09	655	20.47	174	5.44
4	4,203	4,255	52	1.23	2,357	55.39	1,761	41.39	137	3.22	3,270	1,966	60.12	1,227	37.52	77	2.35
5	4,203	4,178	-25	-0.59	2,951	70.63	990	23.70	237	5.67	3,144	2,326	73.98	645	20.52	173	5.50
6	4,203	4,250	47	1.11	1,849	43.51	1,904	44.80	497	11.69	3,215	1,528	47.53	1,306	40.62	381	11.85
Totals	**25,218**	**25,216**			**15,163**	**60.13**	**8,542**	**33.88**	**1,511**	**5.99**	**19,011**	**12,072**	**63.50**	**5,892**	**30.99**	**1,047**	**5.51**

Top-to-Bottom Variance = 6.20

The top-to-bottom variance (relative overall range) is derived by adding the variance percentage of the smallest and largest district together, disregarding the negative value.

CMPDD
PROMOTING REGIONAL EXCELLENCE SINCE 1968
Central Mississippi
Planning and Development District


City of Clinton
Proposed Ward Plan
2010 Census
Total City Population: 25,216
Ideal Per Ward: 4,203
CMPDD
Ward 1
Total 4,112
Variance -91
-2.17%
Ward 2
Total 4,080
Variance -123
-2.93%
Ward 3
Total 4,341
Variance 138
3.28%
Ward 4
Total 4,255
Variance 52
1.24%
Ward 5
Total 4,178
Variance -25
-0.59%
Ward 6
Total 4,250
Variance 47
1.12%

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT

WHEREAS, the Mayor and the Board of Aldermen, the Governing Body (the "Governing Body") of the City of Clinton, Mississippi (the "Lessee"), acting for and on the 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 Leasing 2, Inc. (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 10 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 Rosemary G. Aultman (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 2012.

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 2012, Lessee has designated $4,853,946.00 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 2012 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 2012 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)(E) 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.

Following the reading of the foregoing resolution Alderman Barnett moved that the foregoing resolution be adopted; Alderman Morgan seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman Brabham	AYE
Alderman Hisaw	AYE
Alderman Greer	AYE
Alderman Barnett	AYE
Alderwoman Peace	AYE
Alderman Morgan	AYE
Alderman Cashion	ABSENT

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 17th day of April 2012.

Rosemary G. Aultman, Mayor

ATTEST:

Russell L. Wall, City Clerk

LEASING 2, INC.

MASTER LEASE AGREEMENT

LEASE NUMBER: ____________

This **MASTER LEASE AGREEMENT** (the "Agreement"), dated as of **April 18, 2012** is made and entered into by and between **Leasing 2, Inc.**, a **Florida** corporation, as lessor (the "Lessor"), and **CITY OF CLINTON, MS**, a political subdivision of the State of **Mississippi**, as lessee ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. The following terms have the meanings specified below.
"Acceptance Certificate" means each Acceptance Certificate delivered by Lessee as part of an Equipment Schedule certifying as to the delivery, installation and acceptance of Equipment.

"Agreement" means this Master Lease Agreement and all Equipment Schedules hereto.

"Agreement Date" means the date first written above.

"Code" means the Internal Revenue Code of 1986, as amended, together with Treasury Regulations promulgated from time to time thereunder.

"Equipment" means all items of property described in Equipment Schedules and subject to this Agreement.

"Equipment Group" means each group of Equipment listed in a single Equipment Schedule.

"Equipment Schedule" means each sequentially numbered schedule executed by Lessor and Lessee with respect to an Equipment Group.

"Escrow Account" means the equipment acquisition account established by Lessor and Lessee with the Escrow Agent pursuant to the Escrow Agreement.

"Escrow Agent" means **SunTrust Bank**, a Georgia banking corporation, and any successor escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement, substantially in the form of Exhibit F hereto, to be executed by Lessor, Lessee and the Escrow Agent upon the first funding of an Equipment Schedule using the procedure described in Section 2.4.

"Events of Default" means those events described in Section 12.1.

"Fiscal Year" means each 12-month fiscal period of Lessee.

"Interest" means the portion of a Rental Payment designated as and comprising interest as provided in a Payment Schedule.

"Lease" means, with respect to each Equipment Group, this Agreement and the Equipment Schedule relating thereto, which together shall constitute a separate contract between Lessor and Lessee relating to such Equipment Group.

"Lease Date" means, with respect to each Lease, the date so designated in the related Equipment Schedule and the commencement date of the interest component as provided in the related Payment Schedule.

"Lease Term" means, with respect to each Equipment Group, the period during which the related Lease is in effect as specified in Section 3.1.

"Net Proceeds" means any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment there from of all expenses incurred in the collection thereof.

"Non-Appropriation" means the failure of Lessee, Lessee's governing body, or, if applicable, the governmental entity from which Lessee obtains its operating and/or capital funds to appropriate money for any Fiscal Year sufficient for the continued performance by Lessee of all of Lessee's obligations under this Agreement, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Agreement with respect to any Equipment, and from using any moneys to pay any Rental Payments due under this Agreement for a designated Fiscal Year and all subsequent Fiscal Years.

"Payment Date" means each date upon which a Rental Payment is due and payable as provided in a Payment Schedule.

"Payment Schedule" means the schedule of Rental Payments attached to an Equipment Schedule.

"Principal" means the portion of any Rental Payment designated as and comprising principal as provided in a Payment Schedule.

"Prepayment Price" means the amount so designated and set forth opposite a Payment Date in a Payment Schedule indicating the amount for which Lessee may purchase the related Equipment Group as of such Payment Date after making the Rental Payment due on such Payment Date.

"Rental Payment" means each payment due from Lessee to Lessor on a Payment Date.

"Specifications" means the bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Vendor.

"State" means the state or commonwealth in which Lessee is situated.

"Vendor" means each of the manufacturers or vendors from which Lessee has ordered or with which Lessee has contracted for the manufacture, delivery and/or installation of the Equipment.

<u>Section 1.2. Exhibits.</u>
<u>Exhibit A</u>: Equipment Schedule including form of Acceptance Certificate and form of Payment Schedule.
<u>Exhibit B-1</u>: Form of Tax Agreement and Arbitrage Certificate (Escrow).
<u>Exhibit C-1</u>: Form of Resolution of the Governing Body of Lessee relating to each Lease (Escrow).
<u>Exhibit D</u>: Form of Incumbency Certificate as to each officer or representative of Lessee executing this Agreement or any Lease.
<u>Exhibit E</u>: Form of Opinion of Independent Counsel to Lessee.
<u>Exhibit F</u>: Form of Escrow Agreement.
<u>Exhibit G-1</u>: Form of Confirmation of Outside Insurance.
<u>Exhibit G-2</u>: Form of Questionnaire for Self-Insurance and Addendum to Equipment Schedule Relating to Self-Insurance.

ARTICLE II. LEASE OF EQUIPMENT

<u>Section 2.1. Acquisition of Equipment.</u> Prior to the addition of any Equipment Group, Lessee shall provide Lessor with a description of the equipment proposed to be subject to a Lease hereunder, including the cost and vendor of such equipment, the expected delivery date and the desired lease terms for such equipment, and such other information as the Lessor may require. If Lessor, in its sole discretion, determines the proposed equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Equipment Schedule relating to the Equipment Group for execution by Lessee and then Lessor. By execution hereof, Lessor has made no commitment to lease any equipment to Lessee.

<u>Section 2.2. Disbursement.</u> Lessor shall have no obligation to make any disbursement to a Vendor or reimburse Lessee for any payment made to a Vendor for an Equipment Group (or, if the escrow procedure described in Section 2.4 hereof is utilized, consent to a disbursement) until five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) a completed Equipment Schedule executed by Lessee; (b) an Acceptance Certificate in the form included with Exhibit A hereto; (c) a resolution or evidence of other official action taken by or on behalf of the Lessee to authorize the acquisition of the Equipment Group on the terms provided in such Equipment Schedule; (d) a Tax Agreement and Arbitrage Certificate in the form of Exhibit B-1 (as applicable) attached hereto; (e) evidence of insurance with respect to the Equipment Group in compliance with Article VII of this Agreement; (f) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment Group, and if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (g) financing statements naming Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is part of such Equipment Group and is subject to certificate of title laws; (h) a completed and executed Form 8038-G or 8038-GC, as applicable, or evidence of filing thereof with the Secretary of Treasury; (i) an opinion of counsel to the Lessee substantially in the form of Exhibit E hereto, and (j) any other documents or items reasonably required by Lessor.

<u>Section 2.3. Lease; Possession and Use.</u> Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth herein. Lessee shall have quiet use and enjoyment of and peaceably have and hold each Equipment Group during the related Lease Term, except as expressly set forth in this Agreement.

RWM

~~**<u>Section 2.4. Escrow Procedure.</u>** If Lessor and Lessee agree that the cost of an Equipment Group is to be paid from an Escrow Account: (a) Lessor and Lessee shall execute the Escrow Agreement substantially in the form Exhibit F; (b) Lessor and Lessee shall execute an Equipment Schedule relating to such Equipment Group; and (c) Lessor shall deposit an amount equal to the cost of the Equipment Group into the Escrow Account. All amounts deposited by Lessor into the Escrow Account shall constitute a loan from Lessor to Lessee which shall be repaid by the Rental Payments due under the related Lease.~~

ARTICLE III. TERM

<u>Section 3.1. Term.</u> This Agreement shall be in effect from the Agreement Date until the earliest of (a) termination under Section 3.2 or (b) termination under Section 12.2; <u>provided</u>, <u>however</u>, no Equipment Schedules shall be executed after any Non-Appropriation or Event of Default. Each Lease with respect to an Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 3.5.

Section 3.2. Termination by Lessee. In the sole event of Non-Appropriation, this Agreement and each Lease hereunder shall terminate, in whole, but not in part, as to all Equipment effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Article. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than ninety (90) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor of any anticipated termination. In the event of termination of this Agreement as provided in this Section, Lessee shall comply with the instructions received from Lessor in accordance with Section 12.3.

Section 3.3. Effect of Termination. Upon termination of this Agreement as provided in Section 3.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding Fiscal Years, but if Lessee has not complied with the instructions received from Lessor in accordance with Section 12.3, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 3.4. Non-substitution. If this Agreement is terminated by Lessee in accordance with Section 3.2, to the extent permitted by State law, Lessee agrees not to purchase, lease, rent, borrow, seek appropriations for, acquire or otherwise receive the benefits of any personal property to perform the same functions as, or functions taking the place of, those performed by any of the Equipment, and agrees not to permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Lessee, for a period of one year following such termination; provided, however, these restrictions shall not be applicable in the event the Equipment shall be sold by Lessor and the amount received from such sale, less all costs of such sale, is sufficient to pay the then applicable Prepayment Prices relating thereto as set forth in the Equipment Schedules; or to the extent the application of these restrictions is unlawful and would affect the validity of this Agreement.

Section 3.5. Termination of Lease Term. The Lease Term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the termination of this Agreement by Lessee in accordance with Section 3.2; (b) the payment of the Prepayment Price by Lessee pursuant to Article V; (c) an Event of Default by Lessee and Lessor's election to terminate such Lease pursuant to Article XII; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease.

ARTICLE IV. RENTAL PAYMENTS

Section 4.1. Rental Payments. The Lessee agrees to pay the Rental Payments due as specified in the Payment Schedule in Exhibit A. A portion of each Rental Payment is paid as interest as specified in the Payment Schedule of each lease, and the first Rental Payment will include Interest accruing from the Lease Date. Lessor is authorized to insert the due date of the first Rental Payment in the Payment Schedule in Exhibit A. All Rental Payments shall be paid to Lessor, or to such assignee(s) Lessor has assigned as stipulated in Article XI, at such places as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefore.

Section 4.2. Current Expense. The obligations of Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) to the payment of any Rental Payment or other amount coming due hereunder.

Section 4.3. Unconditional Rental Payments. The Lessee's obligation to make Rental Payments shall be absolute and unconditional. Also, any other payments required hereunder shall be absolute and unconditional. Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes. The Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments. Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment. The Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE V. OPTION TO PREPAY

Section 5.1. Option to Prepay. Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date for the then applicable Prepayment Price as set forth in the related Payment Schedule, provided there has been no Non-Appropriation or Event of Default.

Section 5.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under the related Lease (including the Rental Payment due on the Payment Date on which the option shall be effective) and the applicable Prepayment Price set forth in the related Payment Schedule. In the event that all such amounts are not received by Lessor on such Payment Date, such notice by Lessee of exercise thereof shall be void and the related Lease shall continue in full force and effect.

Section 5.3. Release of Lessor's Interest. Upon receipt of the Prepayment Price in good funds with respect to any Equipment Group, the Lease with respect to such Equipment Group shall terminate and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR

ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VI. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.1. Representations and Warranties of Lessee. Lessee represents and warrants as of the Agreement Date and as of each Lease Date as follows:

(a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, each Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and each Lease.

(b) The execution and delivery of this Agreement and each Lease have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement, each Lease and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement and each Lease have been duly executed and delivered by and constitutes the valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms.

(d) The execution, delivery and performance of this Agreement and each Lease by Lessee shall not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any Lease or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or any Lease.

(f) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation, which Lessee has issued during the past ten (10) years.

(g) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current Fiscal Year, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.

(h) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term. Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto.

Section 6.2. Covenants of Lessee. Lessee agrees that so long as any Rental Payments or other amounts due under this Agreement remain unpaid:

(a) Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition would change or impair the originally intended functions, value or use of such Equipment.

(b) Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder.

(c) Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such claim.

(d) The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function, which Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

(e) Lessee shall assure that its obligation to pay Rental Payments is not directly or indirectly secured by any interest in property, other than the Equipment, and that the Rental Payments will not be directly or indirectly secured by or derived from any payments of any type or any fund other than Lessee's general purpose fund.

(f) Upon Lessor's request, Lessee shall provide Lessor with current financial statements, budgets, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement and each Lease as may be reasonably requested by Lessor.

(g) Lessee shall promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

Section 6.3. Tax Related Representations, Warranties and Covenants.

(a) *Incorporation of Tax Agreement and Arbitrage Certificate.* As of each Lease Date and with respect each Lease, Lessee makes each of the representations, warranties and covenants contained in the Tax Agreement and Arbitrage Certificate delivered with respect to such Lease. By this reference each such Tax Agreement and Arbitrage Certificate is incorporated in and made a part of this Agreement.

(b) *Event of Taxability.* If Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor, that Lessor may not exclude any Interest paid under any Lease from its Federal gross income (each an "Event of Taxability"), the Lessee shall pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such after-tax yield to Lessor.

ARTICLE VII. INSURANCE AND RISK OF LOSS

Section 7.1. Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and/or assigns from liability in all events, with a coverage of not less than $1,000,000 per occurrence unless specified differently in the related Equipment Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price of each Equipment Group.

Section 7.2. Workers' Compensation Insurance. If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 7.3. Insurance Requirements.

(a) *Insurance Policies.* All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each insurance policy shall name Lessor and/or its assigns as an additional insured party and loss payee regardless of any breach of warranty or other act or omission of Lessee and shall include a lender's loss payable endorsement for the benefit of Lessor and/or is assigns. Prior to the delivery of Equipment, Lessee shall deposit with Lessor evidence satisfactory to Lessor of such insurance and, prior to the expiration thereof, shall provide Lessor evidence of all renewals or replacements thereof.

(b) *Self Insurance.* With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor in form acceptable to Lessor.

(c) *Evidence of Insurance.* Lessee shall deliver to Lessor upon acceptance of any Equipment evidence of insurance which complies with this Article VII with respect to such Equipment to the satisfaction of Lessor, including, without limitation, the confirmation of insurance in the form of Exhibit G-1 attached hereto together with Certificates of Insurance, when available, or the Questionnaire for Self-Insurance and Addendum to Equipment Schedule Relating to Self-Insurance in the form of Exhibit G-2 attached hereto, as applicable.

Section 7.4. Risk of Loss. To the extent permitted by the applicable laws of the State, as between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or death of any person or damage to any property. Whether or not covered by insurance, Lessee hereby assumes responsibility for and agrees to indemnify Lessor from all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses, including reasonable attorneys' fees, imposed on, incurred by or asserted against Lessor that relate to or arise out of this Agreement, including but not limited to, (a) the selection, manufacture, purchase, acceptance or rejection of Equipment or the ownership of the Equipment, (b) the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment, (c) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (d) the conduct of Lessee, its officers, employees and agents, (e) a breach of Lessee of any of its covenants or obligations hereunder, (f) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (g) any strict liability under the laws or judicial decisions of any state or the United States. This provision shall survive the termination of this Agreement.

Section 7.5. Destruction of Equipment. Lessee shall provide a complete written report to Lessor immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. Lessor may inspect the Equipment at any time and from time to time during regular business hours. If all or any part of the Equipment is stolen, lost, destroyed or damaged beyond repair ("Damaged Equipment"), Lessee shall within thirty (30) days after such event either: (a) replace the same at Lessee's sole expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Prepayment Price of the Damaged Equipment determined as set forth in the related Equipment Schedule. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Lessee fails to notify Lessor; (b) Lessee and Lessor fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, at its sole discretion, declare the applicable Prepayment Price of the Damaged Equipment, to be immediately due and payable. The Net Proceeds of insurance with respect to the Damaged Equipment shall be made available by Lessor to be applied to discharge Lessee' obligation under this Section.

ARTICLE VIII. OTHER OBLIGATIONS OF LESSEE

Section 8.1. Maintenance of Equipment. Lessee shall notify Lessor in writing prior to moving the Equipment to another address and shall otherwise keep the Equipment at the address specified in the related Equipment Schedule. Lessee shall, at its own expense, maintain the Equipment in proper working order and shall make all necessary repairs and replacements to keep the Equipment in such condition including compliance with State and federal laws. Any and all replacement parts must be free of encumbrances and liens. All such replacement parts and accessories shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and as such, shall be subject to the terms of this Agreement.

Section 8.2. Taxes. Lessee shall pay all taxes and other charges which are assessed or levied against the Equipment, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor, except as expressly limited by this Section. Lessee shall pay all utilities and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body that may be secured by a lien on the Equipment. Lessee shall not be required to pay any federal, state or local income, succession, transfer, franchise, profit, excess profit, capital stock, gross receipts, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Section 8.3. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE IX. TITLE

Section 9.1. Title. During the Lease Term, ownership and legal title of all Equipment and all replacements, substitutions, repairs and modification shall be in Lessee and Lessee shall take all action necessary to vest such ownership and title in Lessee. Lessor does not own the Equipment and by this Agreement and each Lease is merely financing the acquisition of such equipment for Lessee. Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over the Lessee or the Lessee's operation, use, storage or maintenance of the Equipment.

Section 9.2. Security Interest. Lessee hereby grants to Lessor a continuing, first priority security interest in and to the Equipment, all repairs, replacements, substitutions and modifications thereto and all proceeds thereof and in the Escrow Account (if any) in order to secure Lessee's payment of all Rental Payments and the performance of all other obligations. Lessee hereby authorizes Lessor to prepare and file such financing statements and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee will join with Lessor in executing such documents and will perform such acts as Lessor may request to establish and maintain Lessor's valid first lien and perfected security interest. If requested by Lessor, Lessee shall obtain a landlord and/or mortgagee's consent and waiver with respect to the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment, and maintain such markings during the Lease Term, to clearly disclose Lessor's security interest in the Equipment. Upon termination of a Lease through exercise of Lessee's option to prepay pursuant to Article V or through payment by Lessee of all Rental Payments and other amounts due with respect to an Equipment Group, Lessor's security interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor's security interest in such Equipment Group.

Section 9.3. Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

Section 9.4. Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

ARTICLE X. WARRANTIES

Section 10.1. Selection of Equipment. Each Vendor and all of the Equipment have been selected by Lessee. Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, the acceptance by any Vendor or its sales representative of any order submitted, or any delay or failure by such Vendor or its sales representative to manufacture, deliver or install any Equipment for use by Lessee.

Section 10.2. Vendor's Warranties. Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Vendor's warranties, guarantees and patent indemnity protection, express or implied issued on or applicable to an Equipment Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any Vendor's warranties or obligations on behalf of itself or Lessee.

Section 10.3. Disclaimer of Warranties. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, AND MANUFACTURE SELECTED BY LESSEE. LESSEE ACKNOWLEDGES THAT IT SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT OR A DEALER IN SIMILAR EQUIPMENT, AND DOES NOT INSPECT THE EQUIPMENT BEFORE DELIVERY TO LESSEE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE,

DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANT-ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT OR LESSEE'S USE OF THE EQUIPMENT.

ARTICLE XI. ASSIGNMENT AND SUBLEASING

Section 11.1. Assignment by Lessor. Lessor, without Lessee's consent, may assign and reassign all of Lessor's right, title and/or interest in and to this Agreement or any Lease, including, but not limited to, the Rental Payments and other amounts payable by Lessee and Lessor's interest in the Equipment, in whole or in part to one or more assignees or subassignee(s) by Lessor at any time. No such assignment shall be effective as against Lessee unless and until written notice of the assignment is provided to Lessee. When presented with a notice of assignment, Lessee will acknowledge in writing receipt of such notice for the benefit of Lessor and any assignee. Lessee shall keep a complete and accurate record of all such assignments.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The occurrence of any of the following events shall constitute an Event of Default under this Agreement and each Lease:

(a) Lessee's failure to pay, within ten (10) days following the due date thereof, any Rental Payment or other amount required to be paid to Lessor (other than by reason of Non-Appropriation).

(b) Lessee's failure to maintain insurance as required by Article VII.

(c) With the exception of the above clauses (a) & (b), Lessee's failure to perform or abide by any condition, agreement or covenant for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration.

(d) Lessor's determination that any representation or warranty made by Lessee in this Agreement was untrue in any material respect upon execution of this Agreement or any Equipment Schedule.

(e) The occurrence of an Event of Taxability.

(f) The filing of a petition in bankruptcy by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

Section 12.2. Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating this Agreement or any Lease, may declare all Rental Payments immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) Lessor, with or without terminating this Agreement or any Lease, may repossess any or all of the Equipment by giving Lessee written notice to deliver such Equipment in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where such Equipment is kept and take possession of such Equipment and charge Lessee for costs incurred, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion has been destroyed, Lessee shall pay the applicable Prepayment Price of the destroyed Equipment as set forth in the related Payment Schedule. Regardless of the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year.

(c) If Lessor terminates this Agreement and/or any Lease and, in its discretion, takes possession and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Prepayment Prices of the Equipment Groups; and (v) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv) and (v) have been met shall be paid to Lessee.

(d) Lessor may take any other remedy available, at law or in equity, with respect to such Event of Default, including those requiring Lessee to perform any of its obligations or to pay any moneys due and payable to Lessor and Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in enforcing any remedy hereunder.

(e) Each of the foregoing remedies is cumulative and may be enforced separately or concurrently.

Section 12.3. Return of Equipment: Release of Lessee's Interest. Upon termination of any Lease prior to the payment of all related Rental Payments or the applicable Prepayment Price (whether as result of Non-Appropriation or Event of Default, Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Article VIII; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return such Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to return such Equipment in the manner designated, Lessor may repossess the Equipment without demand or notice and without court order or legal process and charge Lessee the costs of such repossession. Upon termination of this Agreement in accordance with Article III or Article XII hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor. Lessee shall have no further interest therein. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 12.4 Late Charge. Lessor shall have the right to require late payment charge for each Rental or any other amount due hereunder which is not paid within 10 days of the date when due equal to the lesser of 5% of each late payment or the legal maximum. This Section is only applicable to the extent it does not affect the validity of this Agreement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

Section 13.1. Notices. All written notices to be given under this Agreement shall be given by mail to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or, if given by other means, when delivered at the address specified in this Section 13.1.

Section 13.2. Binding Effect. This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments under any Lease.

Section 13.3. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.4. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 13.5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses hereof.

Section 13.6. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement. Lessee hereby authorizes Lessor to file any financing statement or supplements thereto as may be reasonably required for correcting any inadequate description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement.

Section 13.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.8. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Equipment Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of Interest or any amount in the nature of Interest or fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee. In determining whether the Interest paid or payable exceeds the highest lawful rate, the total amount of Interest shall be spread through the applicable Lease Term so that the Interest is uniform through such term.

Section 13.9. Delayed Closing. In the event of a delayed closing, Lessor will benefit from the interest that accrues between the Commencement Date and the Closing Date.

Section 13.10. Lessee's Performance. A failure or delay of Lessor to enforce any of the provisions of this Agreement or any Lease shall in no way be construed to be a waiver of such provision.

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EXECUTION PAGE OF MASTER LEASE AGREEMENT

LEASE NUMBER: ____________

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

CITY OF CLINTON, MS
Lessee

By: Rosemary G. Aultman

Name: Rosemary G. Aultman
Title: Mayor

Date: 04.18.2012

Address: 300 Jefferson Street
Clinton, MS 39056

Telephone: 601-924-5474
Facsimile: 601-925-4605

LEASING 2, INC.
Lessor

By: ______________

Name:
Title:

Date: 4.23.12

Address: 1720 West Cass Street
Tampa, FL 33606-1230

Telephone: 813-258-9888
Facsimile: 813-258-9333

EXHIBIT A

EQUIPMENT SCHEDULE NO. 01
TO MASTER LEASE NUMBER: ____________

The following Equipment comprises an Equipment Group which is the subject of the Master Lease Agreement dated as **April 18, 2012** (the "Agreement") between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms each of its representations, warranties and covenants contained in the Agreement. Lessee warrants that no Non-Appropriation and no Event of Default, or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, has occurred under the Agreement. An Acceptance Certificate and Payment Schedule are attached to this Equipment Schedule and by reference are made a part hereof. The terms capitalized in this Equipment Schedule but not defined herein shall have the meanings assigned to them in the Agreement.

EQUIPMENT GROUP

The cost of the Equipment Group to be funded by Lessee under this Lease is **Four hundred forty three thousand one hundred ten dollars and 00/100** (the "Acquisition Cost"). The Equipment Group consists of the following Equipment which has been or shall be purchased from the Vendor(s) named below for the prices set forth below:

E-One Typhoon Custom Pumper **VIN:** 4EN6AAA8iC1006891

The Equipment Group is or will be located at the following address(es). Prior to relocation of the Equipment Group or any portion thereof during the Lease Term, Lessee will provide written notice to Lessor:

910 Old Vicksburg Road, Clinton, MS 39056

VENDOR TERMS

Lessor shall have funds not immediately paid to vendor(s) at closing deposited in an "Escrow Account" in order to facilitate payment to vendors for equipment deliveries that are scheduled to occur according to the following schedule:

PAYMENT TYPE	AMOUNT	PAYMENT NO EARLIER THAN
Final pumper payment	$443,110.00	Upon delivery & acceptance

EQUIPMENT SCHEDULE LEASE DATE: April 18, 2012

CITY OF CLINTON, MS
Lessee

By: Rosemary G. Aultman

Name: Rosemary G. Aultman
Title: Mayor

Date: 04.18.2012

Address: 300 Jefferson Street
Clinton, MS 39056

Telephone: 601-924-5474
Facsimile: 601-925-4605

LEASING 2, INC.
Lessor

By: ____________

Name:
Title:

Date: 4.23.12

Address: 1720 West Cass Street
Tampa, FL 33606-1230

Telephone: 813-258-9888
Facsimile: 813-258-9333

Lease No.: ___________
Equipment Schedule: 01

ACCEPTANCE OF OBLIGATION TO COMMENCE RENTAL PAYMENTS UNDER PAYMENT SCHEDULE

RE: Master Lease Agreement dated April 18, 2012, between Leasing 2, Inc. (Lessor) and City of Clinton, MS (Lessee)

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and have been given the authority by the governing body of Lessee to sign this Acceptance of Obligation to Commence Rental Payments with respect to the above referenced Lease. I hereby certify that:

1. The Equipment described in the Equipment Schedule has not been delivered, installed or available for use as of the Lease Date of this Equipment Schedule;

2. Lessee acknowledges that Lessor has agreed to deposit into an Escrow Account an amount sufficient to pay the total cost of the Equipment identified in Exhibit A upon delivery;

3. The principal amount of the Rental Payments in the Payment Schedule accurately reflects the cost of the Equipment;

4. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion hereof, for each withdrawal of funds from the Escrow Account.

Notwithstanding that the Equipment has not been delivered to, or accepted by, Lessee on the Lease Date hereby warrants that:

(a) Lessee's obligation to commence Rental Payments as set forth in Payment Schedule is absolute and unconditional as of the Lease Date and on each date set forth in Payment Schedule thereafter, subject to the terms and conditions of the Lease;

(b) immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor the "Acceptance Certificate" in the form attached to the Equipment Schedule;

(c) in the event that any surplus amount is on deposit in the Escrow Account and the Agreement is terminated pursuant to Section 3.2 (Termination by Lessee) or Section 12.1 (Event of Default) thereof, those amounts shall be forwarded to Lessor or its assignee, if assigned, to be applied as provided in the Agreement. Lessee shall have no further interest therein. Any surplus amount remaining after payment of all of the Equipment to be leased under the Agreement will be forwarded to Lessor, or to its assignee, if assigned, for application toward the next Rental Payment due.

(d) regardless of whether Lessee delivers a final Acceptance Certificate, all Rental Payments paid prior to delivery of all the Equipment shall be credited to Rental Payments as they become due under the Lease as set forth in Payment Schedule.

Notwithstanding any other provision of this Acceptance of Obligation, the Lease shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Lessee as provided in this Lease.

CITY OF CLINTON, MS
Lessee

By: Rosemary G. Aultman
Name: Rosemary G. Aultman
Title: Mayor

Date: 04.18.2012

Lease No.: ___________
Equipment Schedule: 01

PAYMENT SCHEDULE

The Lease Date with respect to the above referenced Equipment Group shall be **April 18, 2012**. The Annual Interest Rate applicable to the Equipment Group shall be **2.65%**. Lessee will make Rental Payments each consisting of Principal and Interest as set forth below for a term of **Ten (10)** years. The first Rental Payment is due on **May 18, 2012** and subsequent payments are due **monthly** on like date thereafter.

Payment Number	Payment Date	Total Payment	Interest Component	Principal Component	Prepayment Price*
1	5/18/2012	$ 4,206.77	$ 977.23	$ 3,229.54	$ 450,411.36
2	6/18/2012	$ 4,206.77	$ 970.10	$ 3,236.67	$ 447,048.33
3	7/18/2012	$ 4,206.77	$ 962.97	$ 3,243.80	$ 443,678.69
4	8/18/2012	$ 4,206.77	$ 955.81	$ 3,250.96	$ 440,302.42
5	9/18/2012	$ 4,206.77	$ 948.64	$ 3,258.13	$ 436,919.51
6	10/18/2012	$ 4,206.77	$ 941.46	$ 3,265.31	$ 433,529.95
7	11/18/2012	$ 4,206.77	$ 934.26	$ 3,272.51	$ 430,133.72
8	12/18/2012	$ 4,206.77	$ 927.04	$ 3,279.73	$ 426,730.81
9	1/18/2013	$ 4,206.77	$ 919.81	$ 3,286.96	$ 423,321.21
10	2/18/2013	$ 4,206.77	$ 912.56	$ 3,294.21	$ 419,904.90
11	3/18/2013	$ 4,206.77	$ 905.29	$ 3,301.48	$ 416,481.88
12	4/18/2013	$ 4,206.77	$ 898.01	$ 3,308.76	$ 413,052.13
13	5/18/2013	$ 4,206.77	$ 890.71	$ 3,316.06	$ 409,615.62
14	6/18/2013	$ 4,206.77	$ 883.40	$ 3,323.37	$ 406,172.36
15	7/18/2013	$ 4,206.77	$ 876.07	$ 3,330.70	$ 402,722.33
16	8/18/2013	$ 4,206.77	$ 868.73	$ 3,338.04	$ 399,265.51
17	9/18/2013	$ 4,206.77	$ 861.36	$ 3,345.41	$ 395,801.90
18	10/18/2013	$ 4,206.77	$ 853.99	$ 3,352.78	$ 392,331.47
19	11/18/2013	$ 4,206.77	$ 846.59	$ 3,360.18	$ 388,854.22
20	12/18/2013	$ 4,206.77	$ 839.18	$ 3,367.59	$ 385,370.13
21	1/18/2014	$ 4,206.77	$ 831.76	$ 3,375.01	$ 381,879.18
22	2/18/2014	$ 4,206.77	$ 824.31	$ 3,382.46	$ 378,381.37
23	3/18/2014	$ 4,206.77	$ 816.85	$ 3,389.92	$ 374,876.68
24	4/18/2014	$ 4,206.77	$ 809.38	$ 3,397.39	$ 371,365.10
25	5/18/2014	$ 4,206.77	$ 801.88	$ 3,404.89	$ 367,846.62
26	6/18/2014	$ 4,206.77	$ 794.37	$ 3,412.40	$ 364,321.21
27	7/18/2014	$ 4,206.77	$ 786.85	$ 3,419.92	$ 360,788.87
28	8/18/2014	$ 4,206.77	$ 779.31	$ 3,427.46	$ 357,249.58
29	9/18/2014	$ 4,206.77	$ 771.75	$ 3,435.02	$ 353,703.33
30	10/18/2014	$ 4,206.77	$ 764.17	$ 3,442.60	$ 350,150.11
31	11/18/2014	$ 4,206.77	$ 756.58	$ 3,450.19	$ 346,589.90
32	12/18/2014	$ 4,206.77	$ 748.97	$ 3,457.80	$ 343,022.69
33	1/18/2015	$ 4,206.77	$ 741.35	$ 3,465.42	$ 339,448.47
34	2/18/2015	$ 4,206.77	$ 733.70	$ 3,473.07	$ 335,867.21
35	3/18/2015	$ 4,206.77	$ 726.04	$ 3,480.73	$ 332,278.91
36	4/18/2015	$ 4,206.77	$ 718.37	$ 3,488.40	$ 328,683.55
37	5/18/2015	$ 4,206.77	$ 710.67	$ 3,496.10	$ 325,081.13
38	6/18/2015	$ 4,206.77	$ 702.96	$ 3,503.81	$ 321,471.62
39	7/18/2015	$ 4,206.77	$ 695.24	$ 3,511.53	$ 317,855.01
40	8/18/2015	$ 4,206.77	$ 687.49	$ 3,519.28	$ 314,231.29
41	9/18/2015	$ 4,206.77	$ 679.73	$ 3,527.04	$ 310,600.44
42	10/18/2015	$ 4,206.77	$ 671.95	$ 3,534.82	$ 306,962.45
43	11/18/2015	$ 4,206.77	$ 664.16	$ 3,542.61	$ 303,317.31
44	12/18/2015	$ 4,206.77	$ 656.34	$ 3,550.43	$ 299,665.00

45	1/18/2016	$	4,206.77	$	648.51	$	3,558.26	$	296,005.51
46	2/18/2016	$	4,206.77	$	640.67	$	3,566.10	$	292,338.81
47	3/18/2016	$	4,206.77	$	632.80	$	3,573.97	$	288,664.91
48	4/18/2016	$	4,206.77	$	624.92	$	3,581.85	$	284,983.78
49	5/18/2016	$	4,206.77	$	617.02	$	3,589.75	$	281,295.41
50	6/18/2016	$	4,206.77	$	609.10	$	3,597.67	$	277,599.79
51	7/18/2016	$	4,206.77	$	601.17	$	3,605.60	$	273,896.90
52	8/18/2016	$	4,206.77	$	593.22	$	3,613.55	$	270,186.73
53	9/18/2016	$	4,206.77	$	585.25	$	3,621.52	$	266,469.26
54	10/18/2016	$	4,206.77	$	577.26	$	3,629.51	$	262,744.48
55	11/18/2016	$	4,206.77	$	569.26	$	3,637.51	$	259,012.37
56	12/18/2016	$	4,206.77	$	561.24	$	3,645.53	$	255,272.92
57	1/18/2017	$	4,206.77	$	553.20	$	3,653.57	$	251,526.13
58	2/18/2017	$	4,206.77	$	545.14	$	3,661.63	$	247,771.96
59	3/18/2017	$	4,206.77	$	537.06	$	3,669.71	$	244,010.40
60	4/18/2017	$	4,206.77	$	528.97	$	3,677.80	$	240,241.46
61	5/18/2017	$	4,206.77	$	520.86	$	3,685.91	$	236,465.10
62	6/18/2017	$	4,206.77	$	512.73	$	3,694.04	$	232,681.31
63	7/18/2017	$	4,206.77	$	504.58	$	3,702.19	$	228,890.08
64	8/18/2017	$	4,206.77	$	496.42	$	3,710.35	$	225,091.39
65	9/18/2017	$	4,206.77	$	488.24	$	3,718.53	$	221,285.23
66	10/18/2017	$	4,206.77	$	480.03	$	3,726.74	$	217,471.59
67	11/18/2017	$	4,206.77	$	471.82	$	3,734.95	$	213,650.45
68	12/18/2017	$	4,206.77	$	463.58	$	3,743.19	$	209,821.79
69	1/18/2018	$	4,206.77	$	455.32	$	3,751.45	$	205,985.60
70	2/18/2018	$	4,206.77	$	447.05	$	3,759.72	$	202,141.86
71	3/18/2018	$	4,206.77	$	438.76	$	3,768.01	$	198,290.57
72	4/18/2018	$	4,206.77	$	430.45	$	3,776.32	$	194,431.71
73	5/18/2018	$	4,206.77	$	422.12	$	3,784.65	$	190,565.25
74	6/18/2018	$	4,206.77	$	413.77	$	3,793.00	$	186,691.20
75	7/18/2018	$	4,206.77	$	405.41	$	3,801.36	$	182,809.52
76	8/18/2018	$	4,206.77	$	397.03	$	3,809.74	$	178,920.21
77	9/18/2018	$	4,206.77	$	388.62	$	3,818.15	$	175,023.24
78	10/18/2018	$	4,206.77	$	380.20	$	3,826.57	$	171,118.61
79	11/18/2018	$	4,206.77	$	371.76	$	3,835.01	$	167,206.31
80	12/18/2018	$	4,206.77	$	363.31	$	3,843.46	$	163,286.31
81	1/18/2019	$	4,206.77	$	354.83	$	3,851.94	$	159,358.60
82	2/18/2019	$	4,206.77	$	346.33	$	3,860.44	$	155,423.16
83	3/18/2019	$	4,206.77	$	337.82	$	3,868.95	$	151,479.99
84	4/18/2019	$	4,206.77	$	329.29	$	3,877.48	$	147,529.06
85	5/18/2019	$	4,206.77	$	320.74	$	3,886.03	$	143,570.37
86	6/18/2019	$	4,206.77	$	312.17	$	3,894.60	$	139,603.89
87	7/18/2019	$	4,206.77	$	303.58	$	3,903.19	$	135,629.61
88	8/18/2019	$	4,206.77	$	294.97	$	3,911.80	$	131,647.51
89	9/18/2019	$	4,206.77	$	286.34	$	3,920.43	$	127,657.58
90	10/18/2019	$	4,206.77	$	277.70	$	3,929.07	$	123,659.79
91	11/18/2019	$	4,206.77	$	269.03	$	3,937.74	$	119,654.15
92	12/18/2019	$	4,206.77	$	260.35	$	3,946.42	$	115,640.64
93	1/18/2020	$	4,206.77	$	251.64	$	3,955.13	$	111,619.22
94	2/18/2020	$	4,206.77	$	242.92	$	3,963.85	$	107,589.90
95	3/18/2020	$	4,206.77	$	234.18	$	3,972.59	$	103,552.65
96	4/18/2020	$	4,206.77	$	225.42	$	3,981.35	$	99,507.47
97	5/18/2020	$	4,206.77	$	216.64	$	3,990.13	$	95,454.33
98	6/18/2020	$	4,206.77	$	207.84	$	3,998.93	$	91,393.22
99	7/18/2020	$	4,206.77	$	199.02	$	4,007.75	$	87,324.13

100	8/18/2020	$	4,206.77	$	190.18	$	4,016.59	$	83,247.03
101	9/18/2020	$	4,206.77	$	181.32	$	4,025.45	$	79,161.91
102	10/18/2020	$	4,206.77	$	172.44	$	4,034.33	$	75,068.76
103	11/18/2020	$	4,206.77	$	163.55	$	4,043.22	$	70,967.55
104	12/18/2020	$	4,206.77	$	154.63	$	4,052.14	$	66,858.28
105	1/18/2021	$	4,206.77	$	145.69	$	4,061.08	$	62,740.94
106	2/18/2021	$	4,206.77	$	136.74	$	4,070.03	$	58,615.49
107	3/18/2021	$	4,206.77	$	127.76	$	4,079.01	$	54,481.94
108	4/18/2021	$	4,206.77	$	118.77	$	4,088.00	$	50,340.25
109	5/18/2021	$	4,206.77	$	109.75	$	4,097.02	$	46,190.41
110	6/18/2021	$	4,206.77	$	100.72	$	4,106.05	$	42,032.41
111	7/18/2021	$	4,206.77	$	91.66	$	4,115.11	$	37,866.24
112	8/18/2021	$	4,206.77	$	82.58	$	4,124.19	$	33,691.87
113	9/18/2021	$	4,206.77	$	73.49	$	4,133.28	$	29,509.29
114	10/18/2021	$	4,206.77	$	64.37	$	4,142.40	$	25,318.49
115	11/18/2021	$	4,206.77	$	55.24	$	4,151.53	$	21,119.44
116	12/18/2021	$	4,206.77	$	46.08	$	4,160.69	$	16,912.14
117	1/18/2022	$	4,206.77	$	36.91	$	4,169.86	$	12,696.56
118	2/18/2022	$	4,206.77	$	27.71	$	4,179.06	$	8,472.69
119	3/18/2022	$	4,206.77	$	18.49	$	4,188.28	$	4,240.52
120	4/18/2022	$	4,206.77	$	9.27	$	4,197.50	$	0.00
Grand Totals		**$**	**501,408.00**	**$**	**58,298.00**	**$**	**443,110.00**		

CITY OF CLINTON, MS
Lessee

By: Rosemary G. Aultman

Name: Rosemary G. Aultman
Title: Mayor

Date: 04 · 18 · 2012

* After payment of Rental Payment due on such date.

EXHIBIT B-1

[Escrow]

Lease No.: ___________
Equipment Schedule: 01

TAX AGREEMENT AND ARBITRAGE CERTIFICATE

This **TAX AGREEMENT AND ARBITRAGE CERTIFICATE** (this "Certificate") is issued by **CITY OF CLINTON, MS** ("Lessee") in favor of **Leasing 2, Inc.** ("Lessor") in connection with that certain Master Lease Agreement dated as of **April 18, 2012** (the "Agreement"), by and between Lessor and Lessee. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule referenced above (the "Equipment Schedule") executed under the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **Four hundred forty three thousand one hundred ten dollars and 00/100** (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by **SunTrust Bank**, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of **April 18, 2012** (the "Escrow Agreement"), by and between Lessor and Escrow Agent.

1.4. Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than $100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. Lessee has not issued, and reasonably anticipates that it and its subordinate entities, if any, will not issue, tax-exempt obligations (including the Lease) in the amount of more than $10,000,000 during the current calendar year. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code and agrees that it and its subordinate entities, if any, will not designate more than $10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Other than the Principal Amount held in the Escrow Agreement , Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1. It is contemplated that the entire Principal Amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

<u>Section 4. Use and Investment of Funds; Temporary Period.</u>

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be required by September 15, 2013.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code <u>unless</u> (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed $5,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above.

~~**<u>Section 5. Escrow Account.</u>**~~

KWM ~~The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.~~

<u>Section 6. No Private Use; No Consumer Loan.</u>

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.1, "Private Business Use" means use of bond proceeds or bond financed-property

directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.
6.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.
7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.
7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.
8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.
8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount for a period of five (5) years after payment in full under the Financing Documents.
8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

IN WITNESS WHEREOF, this Tax Agreement and Arbitrage Certificate has been executed on behalf of Lessee as of **April 18, 2012**.

CITY OF CLINTON, MS
Lessee

By: Rosemary G. Aultman
Name: Rosemary G. Aultman
Title: Mayor

Date: 04.18.2012

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT

WHEREAS, the Mayor and the Board of Aldermen, the Governing Body (the "Governing Body") of the City of Clinton, Mississippi (the "Lessee"), acting for and on the 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 Leasing 2, Inc. (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 10 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 Rosemary G. Aultman (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 2012.

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 2012, Lessee has designated $4,853,946.00 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 2012 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 2012 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)(E) 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.

Following the reading of the foregoing resolution Alderman Barnett moved that the foregoing resolution be adopted; Alderman Morgan seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman Brabham	AYE
Alderman Hisaw	AYE
Alderman Greer	AYE
Alderman Barnett	AYE
Alderwoman Peace	AYE
Alderman Morgan	AYE
Alderman Cashion	ABSENT

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 17th day of April 2012.

Rosemary G. Aultman, Mayor

ATTEST:

Russell L. Wall, City Clerk

Kenneth R. Dreher, P.A.

ATTORNEY AT LAW
P.O. BOX 1121
CLINTON, MISSISSIPPI 39060

KENNETH R. DREHER
ATTORNEY AT LAW

TELEPHONE: (601) 925-5316
TELECOPIER: (601) 924-3812

JANINE BELL
PARALEGAL

April 18, 2012

LEASING 2, INC.
1720 West Cass Street
Tampa, FL 33606-1230

RE: Master Lease Agreement dated as of April 18, 2012 (the "Agreement") by and between
Leasing 2, Inc. ("Lessor") and **CITY OF CLINTON, MS** ("Lessee")

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the Agreement described above and various related matters, and in this capacity have reviewed a duplicate original or certified copy thereof and Equipment Schedule No. 01 executed pursuant thereto (together with the Agreement, the "Lease"). The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion that:

1. Lessee is a political subdivision of the State of Mississippi (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has the power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4. The authorization and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee, the authority of Lessee or its officers or its employees to enter into the Lease, the proper authorization and/ or execution of the Lease or the documents contemplated thereby, the appropriation of moneys to make Rental Payments under the Lease for the current Fiscal Year of Lessee, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby. To the best of our knowledge, no such litigation, action, suit or proceeding is threatened.

7. The Equipment is personal property, and when used by Lessee will not be or become fixtures under the laws of the State.

8. The resolution of the governing body of the Lessee relating to the Master Lease described above and various related matter was duly and validly adopted by such governing body on April 17, 2012, and such resolution has not been amended, modified, supplemented or repealed and remains in full force and effect.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Very truly yours,

KENNETH R. DREHER, P.A.

Ken Dreher

Kenneth R. Dreher

EXHIBIT D

Lease No.:________
Equipment Schedule: 01

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting City CLERK of **City of Clinton, MS**, a political subdivision duly organized and existing under the laws of the State of **Mississippi**, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names.

I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Master Lease Agreement dated as of **April 18, 2012** between such entity and **Leasing 2, Inc.**.

NAME	TITLE	SIGNATURE
Rosemary G. Aultman	Mayor	Rosemary G. Aultman

IN WITNESS WHEREOF, I have duly executed this certificate as of this 18th **day of** April, 2012

By: Russell L Wall
Board Member or other authorized officer's signature

Title: City CLERK

Name: RUSSELL L WALL
(Printed or typed)

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

EXHIBIT G-1

Lease No.: ____________
Equipment Schedule: 01

DATE: April 18, 2012

TO: BRYSON INSURANCE AND FINANCIAL SOLUTIONS
301 NEWPOINTE DRIVE
Ridgeland, MS 39157
Insurance Agent Name & Address
Phone Number and Fax Number 601-707-2050

Gentlemen:

CITY OF CLINTON, MS has entered into a Master Lease Agreement dated as of **April 18, 2012** with **LEASING 2, INC.**. In accordance with the Agreement, Lessee certifies that it has instructed the insurance agent named above to issue:

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a **Certificate of Insurance and Long Form Loss Payable Clause naming Leasing 2, Inc. and/or its assigns as Loss Payee.**

The Coverage Required is **$443,110.00**.

b. Public Liability Insurance evidenced by a **Certificate of Insurance naming Leasing 2, Inc. and/or its assigns as Additional Insured.**

The following minimum coverage is required:

Liability:	$ 500,000.00 per person
Liability - Bodily Injury:	$1,000,000.00 aggregate
Liability - Property Damage:	$1,000,000.00 property damage liability

PROPERTY: E-One Typhoon Custom Pumper VIN: 4ENGAAA8IC1006891

LOCATION: 910 Old Vicksburg Road, Clinton, MS 39056

Upon issuance of the coverage outlined above, please mail a certificate of insurance to
Leasing 2, Inc. and/or its Assigns
1720 West Cass Street
Tampa, FL 33606-1230.

Your courtesy in issuing and forwarding the requested certificate at your earliest convenience will be appreciated.

Very truly yours,
CITY OF CLINTON, MS

By: Rosemary G. Aultman
Name: Rosemary G. Aultman
Title: Mayor

Date: 04.18.2012

Lease No.: ____________
Equipment Schedule: 01

QUESTIONNAIRE FOR SELF-INSURANCE TO MASTER LEASE AGREEMENT

In connection with the Master Lease Agreement (the "Agreement"), dated as of **April 18, 2012**, made and entered into by and between **Leasing 2, Inc.**, as Lessor (the "Lessor"), and the lessee identified below, as Lessee (the "Lessee"), Lessee warrants and represents to Lessor the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. *Property Insurance.*

a. Lessee is self-insured for damage or destruction to the Equipment.
YES NO (circle one--if "NO" skip to 2. *Liability Insurance*)
If yes, the dollar amount limit for property damage to the Equipment under the Lessee's self-insurance program is $_______.

b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment as indicated above.
YES NO (circle one)
If yes, the umbrella policy provides coverage for all risk property damage.
YES NO (circle one)
If yes, the dollar limit for property damage to the Equipment under such umbrella policy is $________.

2. *Liability Insurance*.

a. Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment.
YES NO (circle one—if "NO" skip balance of questionnaire)
If yes, the dollar limit for such liability claims under the Lessee's self-insurance program is $________.

b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability including injury or death of persons or damage to property as indicated above.
YES NO (circle one)
If yes, the umbrella policy provides coverage for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment.
YES NO (circle one)
If yes, the dollar amount of the umbrella policy's limits for such liability coverage is $________.

3A. *Self Insurance Fund*.

a. Lessee maintains a self-insurance fund.
YES NO (circle one)
If yes, please complete the following:
Monies in the self-insurance fund are subject to annual appropriation.
YES NO (circle one)
The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is $________.

b. Amounts paid from the Lessee's self-insurance fund are subject to limitations for each claim.
YES NO (circle one)
If yes, the dollar amount of limit per claim is $________.

3B. *No Self Insurance Fund.*

a. If Lessee does not maintain a self-insurance fund, please complete the following:
Lessee obtains funds to pay claims for which it has self-insured from the following sources:

b. The limitations on the amounts payable for claims from the above sources are as follows:

4. *Authority.*

a. The following entity or officer has authority to authorize payment for claim:

b. In the event the entity or officer named in the prior response denies payment of a claim, does the claimant have recourse to another administrative officer, agency or the courts?

YES NO (circle one)

If yes, to whom does the claimant have recourse?

5. *Certificates of Insurance.*

Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

IN WITNESS WHEREOF, Lessee has caused this Questionnaire to be executed as a supplement to the representations of Lessee in the Agreement by its duly authorized officer.

CITY OF CLINTON, MS
Lessee

By: Rosemary G. Aultman
Name: Rosemary G. Aultman
Title: Mayor

Date: 04. 18. 2012

Telephone: 601-924-5474
Facsimile: 601-925-4605

Attachment

Lease No.: ____________
Equipment Schedule: 01

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Dated: **April 18, 2012**

LEASING 2, INC. ("Assignor") hereby gives notice that it has assigned and sold to SunTrust Equipment Finance & Leasing Corp. ("Assignee") all of Assignor's right, title and interest in and to the rental payments and other amounts due under the Master Lease Agreement (the "Lease") by and between Assignor and **CITY OF CLINTON, MS** ("Lessee"). All rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee at the following address:

SunTrust Equipment Finance & Leasing Corp.
P.O. Box 79194
Baltimore, MD 21279-0194

Lessee hereby acknowledges the effect of the assignment and absolutely and unconditionally agrees to deliver all rental payments and other amounts coming due under the Lease in accordance with the terms thereof on or after the date of this Notice and Acknowledgment of Assignment.

Lessee agrees that (i) Assignee shall have all the rights of lessor under the Lease and all related documents, including, but not limited to, the right to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, and (ii) Lessee shall pay Assignee all installment payments and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against the original lessor, Assignor, Assignee or relative to the equipment, or any other claim of Lessee arising prior to the assignment and sale of the Lease to Assignee, and (iii) Lessee has an unconditional obligation to make payments to Assignee and its assigns under the Lease and the Lease may be terminated (in whole, but not in part) by Lessee prior to all payments having been made only pursuant to nonappropriation.

Assignor and Lessee agree and acknowledge that this Notice and Acknowledgment of Assignment is made for and inures to the benefit of Assignee and its assigns. The Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

Along with all other U.S. Financial institutions, Assignee began complying with Section 326 of the USA Patriot Act effective October 1, 2003. Designed to assist the government in preventing the funding of terrorist and money laundering activities, this section of the USA Patriot Act requires Assignee to know the business entities that are new to SUNTRUST EQUIPMENT FINANCE & LEASING CORP. To accomplish this Assignee will obtain, verify and record information that identifies business and/or municipal entities that open new accounts with us. What this means to you: when you open your account with or borrow from us, Assignee will ask you for full legal name, physical address, taxpayer identification number and other information that will allow us to verify your entity's identity. The information requested may include documents, such as statutes, resolutions, certificates and/or your charter or other operative/formative documents which will verify the identifying information you are giving us.

Any inquiries of Lessee related to the Lease and any requests for escrow disbursements, if applicable, should be directed as follows:

SunTrust Equipment Finance & Leasing Corp.
300 E. Joppa Road, Suite 700
Towson, MD 21286

CITY OF CLINTON, MS	**LEASING 2, INC.**
Lessee	Assignor
By: Rosemary G. Aultman	By:
Name: Rosemary G. Aultman	Name: Brad Meyers
Title: Mayor	Title: President
Date: 04.18.2012	Date: 4.23.12

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: Jimmy BALdREE

Company: City of Clinton, Mississippi

Street Address or Box #: P.O. Box 156

City, State, Zip: Clinton, MS 39060

Telephone: (601) 924-5474

Fax: (601) 925-4605

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME **City of Clinton, MS**				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS **300 Jefferson Street**	CITY **Clinton**	STATE **MS**	POSTAL CODE **39056**	COUNTRY
1d. TAX ID #: SSN OR EIN **64-6000260**	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION **Municipality**	1f. JURISDICTION OF ORGANIZATION **Mississippi**	1g. ORGANIZATIONAL ID #, if any ☑ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME **SunTrust Equipment Finance & Leasing Corp.**				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS **300 E. Joppa Road Ste. 700**	CITY **Towson**	STATE **MD**	POSTAL CODE **21286**	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

E-One Typhoon Custom Pumper

VIN: 4EN6AAA81C1006891

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Lease No.: _____
Equipment Schedule: 01

ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the Lessee identified below and, with respect to the above referenced Equipment Schedule and Lease, that:

1. The Equipment described below has been delivered and installed in accordance with Lessee's specifications, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date indicated below:

E-ONE TYPHOON CUSTOM PUMPER

4EN6AAA81C1006891

2. Attached are (a) evidence of insurance with respect to the Equipment in compliance with Article VII of the Agreement; (b) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof (evidence of official intent to reimburse such payment as required by the Code having been delivered separately by Lessee); and (c) financing statements executed by Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is subject to certificate of title laws.

3. Rental Payments shall be due and payable by Lessee on the dates and in the amounts indicated on the Payment Schedule attached to the Equipment Schedule. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Fiscal Year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current Fiscal Year. Lessee anticipates that sufficient funds shall be available to make all Rental Payments due in subsequent Fiscal Years.

4. Lessee hereby authorizes and directs Lessor to fund the Acquisition Cost of the Equipment by paying, or directing the payment by the Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

______ 5. **Final Acceptance Certificate.** This Acceptance Certificate constitutes final acceptance of all of the Equipment identified in the Equipment Schedule described above. Lessee certifies that upon payment in accordance with paragraph 4 above, or direction to the Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease. [CHECK BOX IF APPLICABLE.]

CITY OF CLINTON, MS
Lessee

By: Rosemary G. Aultman

Name: Rosemary G. Aultman

Title: Mayor

Date: 04. 18. 2012

leasing 2

fire | education | public works | law enforcement | energy management

government leasing specialists

1720 west cass street
tampa, fl 33606-1230

800 287 5155
813 258 9888
813 258 9333 (f)

leasing2.com

April 26, 2012

Jimmy Baldree
Deputy Clerk
City of Clinton
300 Jefferson Street
Clinton, Mississippi 39056

Re: Master Lease Agreement

Dear Jimmy:

Enclosed is a fully executed copy of your recent Master Lease Agreement dated April 18, 2012. Thank you for your trust and confidence in awarding us this business. It has been a pleasure working with you and the City of Clinton to complete this transaction.

You can rely on Leasing 2 to always provide you with the highest level of customer care and leasing expertise available. If we can be of further assistance, please do not hesitate to contact me directly at 800-287-5155, extension 12.

Best regards,

Brad Meyers

Brad Meyers

BM/lf

encl.

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH BANCORPSOUTH EQUIPMENT FINANCE FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT

WHEREAS, the Mayor and the Board of Aldermen, the Governing Body (the "Governing Body") of the City of Clinton, Mississippi (the "Lessee"), acting for and on the 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 BancorpSouth Equipment Finance (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 10 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 Rosemary G. Aultman (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 2012.

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 2012, Lessee has designated $4,853,946.00 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 2012 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 2012 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)(E) 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.

Following the reading of the foregoing resolution Alderman Barnett moved that the foregoing resolution be adopted; Alderman Morgan seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman Brabham	AYE
Alderman Hisaw	AYE
Alderman Greer	AYE
Alderman Barnett	AYE
Alderwoman Peace	AYE
Alderman Morgan	AYE
Alderman Cashion	ABSENT

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 17th day of April 2012.

Rosemary G. Aultman, Mayor

ATTEST:

Russell L. Wall, City Clerk

Kenneth R. Dreher, P.A.
ATTORNEY AT LAW
P.O. BOX 1121
CLINTON, MISSISSIPPI 39060

KENNETH R. DREHER
ATTORNEY AT LAW

TELEPHONE: (601) 925-5316
TELECOPIER: (601) 924-3812

JANINE BELL
PARALEGAL

April 18, 2010

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P. O. Box 15097
Hattiesburg, MS 39404-5097

Re: Lease-Purchase of Equipment by
City of Clinton, Mississippi
Schedule No. 021 to Master Lease No. 7082

Ladies and Gentlemen:

Pursuant to your request, we hereby render the following opinion regarding the Equipment Lease-Purchase Agreement (the "Agreement") between City of Clinton (the "Lessee") and the Mayor and Board of Aldermen (the "Governing Body") and BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") dated April 12th, 2004.

We 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. We are familiar with the Agreement and we 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 we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that:

1. Lessee and the Governing Body have 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 valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rentals will be paid out of funds which are legally available for such purposes.

4. With respect to the tax-exempt status of the interest portion of rental payments under the Agreement, under present law:

(a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings hereunder.

(b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury Regulations and rulings thereunder.

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

This opinion is being furnished to you in connection with the above-referenced transaction and the opinions expressed herein are for the sole benefit of, and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without our prior written consent.

Sincerely,

KENNETH R. DREHER, P.A.

Ken Dreher

Kenneth R. Dreher

Form **8038-G** (Rev. September 2011) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority — If Amended Return, check here ▶ ☐

1 Issuer's name: City of Clinton	2 Issuer's employer identification number (EIN): 64-6000260
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address): P. O . Box 156 — Room/suite	5 Report number (For IRS Use Only): 3
6 City, town, or post office, state, and ZIP code: Clinton, MS 39060-0156	7 Date of issue: 06-27-2012
8 Name of issue: FIRE RESCUE TRUCK	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions): X Jimmy BALDREE, DEPUTY City CLERK	10b Telephone number of officer or other employee shown on 10a: 601-924-5474

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ Fire Rescue Truck	18	160,836 00
19	If obligations are TANs or RANs, check only box 19a ▶ ☐		
	If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06-25-17	$ 160,836	$ N/A	N/A years	1.93 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ ______ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ ______ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶ ______
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent

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. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Rosemary G. Hultman 04.18.2012 ROSEMARY G. HULTMAN, MAYOR

Signature of issuer's authorized representative | Date | Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

7082 70079-021

SPECIAL STIPULATIONS

LESSOR: BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
302 Second Avenue
Hattiesburg, MS 39404-5097

By: Rhonda C [illegible]

Title: First VP

Date: 6-27-12

LESSEE: City of Clinton, Mississippi
P. O. Box 156
Clinton, MS 39060-0156

By: Rosemary G. Aultman

Title: Mayor

Date: April 18, 2012

--NONE--

EXHIBIT A

7082 70079-021

EQUIPMENT LEASE SCHEDULE

Lease Schedule Number 021

This Lease Schedule No. 021 to the Equipment Lease-Purchase Agreement dated as of April 12, 2004 (the "Agreement") between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, a Mississippi Corporation (the "Lessor") and City of Clinton, Mississippi (the "Lessee"), acting by and through the Mayor and Board of Aldermen, the Governing Body of the Lessee, is made as of this date.

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 CLINTON FIRE DEPARTMENT.

3.Original Rental Term. The term of the Agreement shall be 5 years .

4.Rental Payments. The Lessee agrees to pay the Lessor the original cost of $160,836.00 for the Equipment hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of 1.93 percent per annum as provided thereby.

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

DATED, this the 18th day of APRIL, 2012.

LESSOR:	LESSEE:
BancorpSouth Equipment Finance, a division of BancorpSouth Bank	City of Clinton, Mississippi
By: Rhonda C. [signature]	By: Rosemary G. Aultman
Title: First VP	Title: Mayor

EXHIBIT B

EXHIBIT B-1

City of Clinton, Mississippi

Master Lease Number: 7082 Schedule Number: 21

2012 E-One Fire Ranger on Ford F550 Chassis VIN: 1FDAW5HY8CEA73615

7082-70079-021

Prepared by: BancorpSouth Equipment Finance

InfoAnalysis
Payment Amortization Report

6/27/2012 10:27:43 AM
File Name: infoa.iadx

Customer: City of Clinton, Mississippi
Qu[illegible]: 053-165-053-001
Quote Entered Date: 4/ 5/12

Interest Rate: 1.9300% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	6/25/12	0.00	0.00	0.00	160,836.00	0.00	0.00	160,836.00
1	7/25/12	2,814.17	2,555.49	258.68	158,280.51	258.68	0.00	158,280.51
2	8/25/12	2,814.17	2,559.60	254.57	155,720.90	254.57	0.00	155,720.90
3	9/25/12	2,814.17	2,563.72	250.45	153,157.18	250.45	0.00	153,157.18
	2012	8,442.52	7,678.82	763.70		763.70		
4	10/25/12	2,814.17	2,567.84	246.33	150,589.34	246.33	0.00	150,589.34
5	11/25/12	2,814.17	2,571.97	242.20	148,017.36	242.20	0.00	148,017.36
6	12/25/12	2,814.17	2,576.11	238.06	145,441.25	238.06	0.00	145,441.25
7	1/25/13	2,814.17	2,580.25	233.92	142,861.00	233.92	0.00	142,861.00
8	2/25/13	2,814.17	2,584.40	229.77	140,276.59	229.77	0.00	140,276.59
9	3/25/13	2,814.17	2,588.56	225.61	137,688.03	225.61	0.00	137,688.03
10	4/25/13	2,814.17	2,592.72	221.45	135,095.31	221.45	0.00	135,095.31
11	5/25/13	2,814.17	2,596.89	217.28	132,498.41	217.28	0.00	132,498.41
12	6/25/13	2,814.17	2,601.07	213.10	129,897.34	213.10	0.00	129,897.34
13	7/25/13	2,814.17	2,605.25	208.92	127,292.09	208.92	0.00	127,292.09
14	8/25/13	2,814.17	2,609.44	204.73	124,682.64	204.73	0.00	124,682.64
15	9/25/13	2,814.17	2,613.64	200.53	122,069.00	200.53	0.00	122,069.00
	2013	33,770.07	31,088.18	2,681.89		2,681.89		
16	10/25/13	2,814.17	2,617.84	196.33	119,451.16	196.33	0.00	119,451.16
17	11/25/13	2,814.17	2,622.05	192.12	116,829.10	192.12	0.00	116,829.10
18	12/25/13	2,814.17	2,626.27	187.90	114,202.83	187.90	0.00	114,202.83
19	1/25/14	2,814.17	2,630.50	183.68	111,572.34	183.68	0.00	111,572.34
20	2/25/14	2,814.17	2,634.73	179.45	108,937.61	179.45	0.00	108,937.61
21	3/25/14	2,814.17	2,638.96	175.21	106,298.65	175.21	0.00	106,298.65
22	4/25/14	2,814.17	2,643.21	170.96	103,655.44	170.96	0.00	103,655.44
23	5/25/14	2,814.17	2,647.46	166.71	101,007.98	166.71	0.00	101,007.98
24	6/25/14	2,814.17	2,651.72	162.45	98,356.26	162.45	0.00	98,356.26
25	7/25/14	2,814.17	2,655.98	158.19	95,700.28	158.19	0.00	95,700.28
26	8/25/14	2,814.17	2,660.25	153.92	93,040.02	153.92	0.00	93,040.02
27	9/25/14	2,814.17	2,664.53	149.64	90,375.49	149.64	0.00	90,375.49
	2014	33,770.07	31,693.51	2,076.55		2,076.55		
28	10/25/14	2,814.17	2,668.82	145.35	87,706.67	145.35	0.00	87,706.67
29	11/25/14	2,814.17	2,673.11	141.06	85,033.56	141.06	0.00	85,033.56
30	12/25/14	2,814.17	2,677.41	136.76	82,356.15	136.76	0.00	82,356.15
31	1/25/15	2,814.17	2,681.72	132.46	79,674.43	132.46	0.00	79,674.43

Exhibit B-2

Prepared by: BancorpSouth Equipment Finance

InfoAnalysis
Payment Amortization Report

6/27/2012 10:27:43 AM
File Name: infoa.iadx

Customer: City of Clinton, Mississippi
Qu[illegible]: 053-165-053-001
Quote Entered Date: 4/ 5/12

Interest Rate: **1.9300% (Monthly)**

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
32	2/25/15	2,814.17	2,686.03	128.14	76,988.41	128.14	0.00	76,988.41
33	3/25/15	2,814.17	2,690.35	123.82	74,298.06	123.82	0.00	74,298.06
34	4/25/15	2,814.17	2,694.68	119.50	71,603.38	119.50	0.00	71,603.38
35	5/25/15	2,814.17	2,699.01	115.16	68,904.37	115.16	0.00	68,904.37
36	6/25/15	2,814.17	2,703.35	110.82	66,201.02	110.82	0.00	66,201.02
37	7/25/15	2,814.17	2,707.70	106.47	63,493.32	106.47	0.00	63,493.32
38	8/25/15	2,814.17	2,712.05	102.12	60,781.27	102.12	0.00	60,781.27
39	9/25/15	2,814.17	2,716.42	97.76	58,064.85	97.76	0.00	58,064.85
	2015	33,770.07	32,310.64	1,459.43		1,459.43		
40	10/25/15	2,814.17	2,720.78	93.39	55,344.07	93.39	0.00	55,344.07
41	11/25/15	2,814.17	2,725.16	89.01	52,618.90	89.01	0.00	52,618.90
42	12/25/15	2,814.17	2,729.54	84.63	49,889.36	84.63	0.00	49,889.36
43	1/25/16	2,814.17	2,733.93	80.24	47,155.43	80.24	0.00	47,155.43
44	2/25/16	2,814.17	2,738.33	75.84	44,417.10	75.84	0.00	44,417.10
45	3/25/16	2,814.17	2,742.73	71.44	41,674.36	71.44	0.00	41,674.36
46	4/25/16	2,814.17	2,747.15	67.03	38,927.22	67.03	0.00	38,927.22
47	5/25/16	2,814.17	2,751.56	62.61	36,175.65	62.61	0.00	36,175.65
48	6/25/16	2,814.17	2,755.99	58.18	33,419.66	58.18	0.00	33,419.66
49	7/25/16	2,814.17	2,760.42	53.75	30,659.24	53.75	0.00	30,659.24
50	8/25/16	2,814.17	2,764.86	49.31	27,894.38	49.31	0.00	27,894.38
51	9/25/16	2,814.17	2,769.31	44.86	25,125.07	44.86	0.00	25,125.07
	2016	33,770.07	32,939.78	830.29		830.29		
52	10/25/16	2,814.17	2,773.76	40.41	22,351.31	40.41	0.00	22,351.31
53	11/25/16	2,814.17	2,778.22	35.95	19,573.08	35.95	0.00	19,573.08
54	12/25/16	2,814.17	2,782.69	31.48	16,790.39	31.48	0.00	16,790.39
55	1/25/17	2,814.17	2,787.17	27.00	14,003.22	27.00	0.00	14,003.22
56	2/25/17	2,814.17	2,791.65	22.52	11,211.57	22.52	0.00	11,211.57
57	3/25/17	2,814.17	2,796.14	18.03	8,415.43	18.03	0.00	8,415.43
58	4/25/17	2,814.17	2,800.64	13.53	5,614.80	13.53	0.00	5,614.80
59	5/25/17	2,814.17	2,805.14	9.03	2,809.65	9.03	0.00	2,809.65
60	6/25/17	2,814.17	2,809.65	4.52	0.00	4.52	0.00	0.00
	2017	25,327.55	25,125.07	202.48		202.48		
	Totals:	168,850.33	160,836.00	8,014.33		8,014.33		

7082 70079-021

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Equipment Lease-Purchase Agreement dated as of April 12, 2004 .

City of Clinton, 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 April 12, 2004 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(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 ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE:

City of Clinton, Mississippi

By: Rosemary G. Aultman

Title: Mayor

Date: April 18, 2012

EXHIBIT C-1

City of Clinton, Mississippi

Master Lease Number: 7082 Schedule Number: 21

2012 E-One Fire Ranger on Ford F550 Chassis VIN: 1FDAW5HY8CEA73615

SunbeltFire
Serving you is our calling.™

Invoice

8050 McGowin Drive, Fairhope, AL 36532
www.sunbeltfire.com

Phone: (800) 642-8484 Fax: (251) 928-9933

Customer ID:

Invoice No. 136911

Bill To: City of Clinton FD
1234 Clinton Raymond Rd.
Clinton, MS 39056

Ship to: (Same)

Attention: Chief Barry Burnside
Phone: 601-925-1010

Ship Via: Best Way

Comments

Inv. Date	Sales Account	Territory Manager	Payment Terms	Purchase Order No.
3/15/2012	52520	Curtis Gho	Net upon delivery and acceptance	54821

Qty	Description	Unit Price	Line Total
1.00	E-ONE Fire Ranger on a Ford F550 Chassis	$ 160,836.00	$ 160,836.00
	SO# 136911		
	VIN# 1FDAW5HY8CEA73615		
Where tax is calculated at a different rate for materials and labor, include material items above this line; include labor items below this line.			

Tax Rate for Materials:	0%
Tax Rate for Labor/Services:	0%

Material Subtotal:	$ 160,836.00
Labor/Service Subtotal:	$ -
Freight F.O.B.	$ -
Material Sales Tax:	$ -
Labor/Service Sales Tax:	$ -
Total	$ 160,836.00

Wire Transfer Information:

Remit to:	National Bank of Commerce P.O. Box 1229 Fairhope, AL 36533
For the Credit of:	Sunbelt Fire, Inc. Account No. 110041035 Routing No. 062206486

ESC
Rev. 08/28/94 (Base)
Rev. 6/05/09 (This form)

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Arrow Drive Improvements Project, Clinton, MS
Project No. ***STP-7357-00(001)LPA/106212-701000***
Hinds County

THIS CONTRACT, is made and entered into by and between the ***City of Clinton***, a body Corporate of the State of Mississippi (the "LPA"), and, ***ABMB Engineers, Inc.*** (the "CONSULTANT"), a ***Louisiana*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***200 North Congress Street, Suite 600; Jackson, MS 39201,*** effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction ***engineering*** services for ***the construction of the Arrow Drive Improvements Project in Clinton, Mississippi for the City of Clinton, as provided for in Project No. STP-7357-00(001)LPA/106212-701000,*** hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform ***engineering*** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction ***engineering*** services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction ***engineering*** services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT.

Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Public Liability Insurance in an amount not less than one million dollars ($1,000,000.00) on account of any one occurrence.

C. Property Damage Insurance in an amount not less than five hundred thousand dollars ($500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars ($1,000,000.00).

D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars ($1,000,000.00) per incident; one million dollars ($1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this

CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or 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, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in ***Hinds* County**, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Hinds County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Mayor Rosemary Aultman
300 Jefferson Street
P.O. Box 156
Clinton, MS 39060
llupo@clintonms.org
(601) 925-6103 Phone
(601) 925-4605 Fax

For Technical Matters:
Mike Parker
300 Jefferson Street
Director of Public Works
P.O. Box 156
Clinton, MS 39060
mparker@clintonms.org
(601) 924-2239 Phone
(601) 925-4605 Fax

CONSULTANT:

For Contractual Matters:
John E. McKee, Jr., PE, PLS
200 North Congress St, Suite 600
Jackson, Mississippi 39201
jmckee@abmb.com
(601) 354-0696 Phone
(601) 354-0433 Fax

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 9688
Surveyor #PLS-02856

For Technical Matters:
Brad Engels, PE
100 Depot Drive, Suite B
Madison, Mississippi 39110
bengels@abmb.com
(601) 500-7960 Phone
(601) 707-9015 Fax

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 17084

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 19th day of April, 2013.

City of Clinton

Rosemary G. Aultman

Mayor Rosemary Aultman

WITNESS this my signature in execution hereof, this the ____ day of __________, 20___.

ABMB Engineers, Inc.

____

John E. McKee, Jr., PE, PLS

ATTEST:__________________

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. {*This Exhibit was intentionally left blank*}
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

- *RESOLUTION* -

BE IT RESOLVED by the Directors of ABMB Engineers, Inc., a Corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Baton Rouge, that Steve M. Boudreaux, Managing Principal; Michael N. McGaugh, Managing Principal; John E. McKee, Managing Principal and Michael G. Bruce, Managing Principal of the Corporation are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation.

- *CERTIFICATE* -

I, Michael G. Bruce, Secretary of ABMB Engineers, Inc., do hereby certify that the foregoing resolution is true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 24th day of April, 1995: that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 4th day of January, 2010.

______________________, Secretary
Michael G. Bruce

EXHIBIT 2

Scope of Work

ENGINEERING ADMINISTRATION:

The **engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION *ENGINEERING* SERVICES:

Construction **engineering** services shall consist of all **engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project ***Engineer*** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the ***Engineer's*** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER*.

The CONSULTANT shall furnish a resident Project ***Engineer***, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project ***Engineer*** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project ***Engineer*** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project ***Engineer's*** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project ***Engineer*** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project ***Engineer*** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project ***Engineer***:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.

d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project ***Engineer***:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.

B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed **$159,645.33** (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
$130,842.41	$5,950.00	$22,852.92	$159,645.33

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

ESTIMATE OF PROJECT TIME FOR CONSTRUCTION engineering SERVICES

Working Days X Increase* = Project Construction Duration

____ X 1.25% = ____ Days = Project Construction Duration + Project Closeout = Time for Construction ***Engineering*** Services.

25% increase attributed the use of two project observers at times when contractor is working multi sites, as well as project kickoff and non-chargeable days i.e., partial or no-work days over the course of the project and project closeout.

Resident Project *Engineer*

____ days X 8.0 hour/day average = _____ HRS

PROJECT MANAGER

____ DAYS + ___ DAYS (STARTUP/CLOSEOUT) = ____ DAYS

____ days X ____ hour/day average = _______Hrs

ASSISTANT ENGINEER/ARCHITECT

____ days X _____ hours/day = _____HRS

"EXHIBIT 3

FEES AND EXPENSES

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **$159,645.33** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

	LABOR CLASSIFICATION	Rate (2012)		
	Sr. Engineer	$194.91		
	Project Engineer	$124.91		
	Sr. Field Inspector	$57.18		
	Clerical	$40.30		
	Engineer Intern	$70.91		

EXAMPLE OF OVERHEAD RATE SCHEDULE."
SCHEDULE OF OVERHEAD
FISCAL YEAR ENDING DECEMBER 31, 2001

	ALLOWABLE EXPENSES PER AUDIT	ALLOCATION HOME	FIELD	% ALLOCATED TO FIELD OFFICE
DIRECT LABOR	2,188,095.04	1,590,102.69	597,992.35	9.66%
FRINGE BENEFITS				
Bonuses	981,477.87	886,631.84	94,846.03	9.66%
Insurance-Employee	610,363.60	551,627.16	59,009.44	9.66%
Payroll Taxes	726,021.38	655,861.63	70,159.75	9.66%
Pension Plan/Profit Sharing	726,021.38	223,275.91	23,884.59	9.66%
GENERAL OVERHEAD				
Computer Expenses	234,693.80	226,709.76	7,984.04	3.40%
Continuing Education	610,363.60	551,627.16	5,009.44	3.40%
Depreciation	726,021.38	655,861.63	7,159.75	3.40%
Dues & Subscriptions	726,021.38	655,861.63	3,884.59	3.40%
Insurance-Business	226,709.76	220,159.75	655,861.63	3.40%
Indirect Salaries	115,627.00	126,021.38	655,861.63	3.40%
Miscellaneous	7,984.04	10,363.60	6,363.60	3.40%
Rent-Building	1,884.59	1,021.42	5,984.22	3.40%
Rent-Equipment	985.68	849.56	555.26	3.40%
Travel	0	0	0	3.40%
Interest	0	0	0	3.40%
Other Unallowed	0	0	0	3.40%
	2,859,191.61	2,469,698.67	389,492.94	

Indirect salaries were allocated to the Field Office on the basis of Field Office Direct Labor divided by Total Direct Labor = 9.66%

211,369.98 / 2,188,095.04

Indirect expenses supporting field office for support of the indirect salaries were allocated to the Field Office on the basis of the allocated indirect salaries as determined above, divided by Total Home Office Salaries = 3.40%

157,322.37 / 4,627,128.58

	Total		Home Office		Field Office	
Fringe Benefits	907,184.20	41.46%	659,256.57	41.46%	87,633.99	41.46%
	2,188,095.04		1,590,102.69		211,369.98	
General O/H	2,071,688.38	94.68%	155,681.98	97.85%	137,665.27	65.13%
	2,188,095.04		1,590,102.69		211,369.98	
Total O/H		136.14%		139.30%		106.59%
Facility Cost of Capital		0.61%		0.61%		0.61%
Combined Rate		136.75%		139.91%		107.20%

NOTE: Please refer to the AASHTO Uniform Audit & Accounting Guide for instructions

COST FEE BREAKDOWN

Classification	Hours	Hourly Wage	Overhead % (approved by audit)	Overhead Costs	Profit Costs	Total Labor Rate	Total Labor cost
Principle							
Project Manager							
Engineer Tech							
Clerical							
??????							
Total Labor							$0.00
Direct Costs:							
Mileage	0.00						
Lodging	0.00						
Meals	0.00						
	0.00						
Total Direct Cost							-
Subconsultant Cost:							
Subconsultant A	0.00						
Subconsultant B	0.00						
Total Subconsultant Cost							-

*** All subconsultants must also provide back-up ***

Project Total $0.00

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH _____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED____________________________, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN___________ COUNTY, HIGHWAY______.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* DIRECT SALARIES	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$
AMOUNT DUE THIS INVOICE:	$		

NOTE:
1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED.
   PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County ______________

Employee and Classification	Rate of Pay (in contract)	Current Period Hours	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.000	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).

Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility. All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of ____________, 20____.

CONSULTANT

BY: ________________________________
John E. McKee, Jr., PE, PLS

ATTEST:__________________

My Commission Expires: ____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the 18th day of April, 2012

LPA : City of Clinton

Rosemary G Aultman

Mayor Rosemary Aultman
Chief Administrative Official

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

133500
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:______________________________ ______________________________
Authorized Officer or Agent Date

______________________________ ______________________________
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of ____________________, 20____.

____
NOTARY PUBLIC
My Commission Expires: ________________

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FEE PROPOSAL

Construction Engineering and Inspection Services

Termini: Arrow Dr. from Clinton High School to Cynthia Rd.

Prepared for:

Mississippi Department of Transportation

Project Number:
STP-7357-00(001)LPA/106212-701000
CITY OF CLINTON, MS

Prepared by: ABMB Engineers, Inc.

Submitted: *April 3, 2012*
Revised:

Cost Summary

Termini: Arrow Dr. from Clinton High School to Cynthia Rd.

PROJECT MANAGEMENT ADMINISTRATION

Construction Engineering and Inspection Services

Labor Costs	
CE&I Services	$ 130,842.41
Subtotal	$ 130,842.41
Direct Costs	
CE&I Services	$ 5,950.00
Subtotal	$ 5,950.00
Subconsultant Costs (if necessary)	
Burns Cooley Dennis, Inc. - Materials Testing	$ 22,852.92
Subtotal	$ 22,852.92
TOTAL COSTS	**$ 159,645.33**

NOTE: Back-up must also be provided for all Subconsultants

BILLING RATE TABLE

CONSULTANT {ABMB Engineers, Inc.}

Construction Oversight Services

Construction Engineering and Inspection Services

Overhead Rate 136.580%

Classification	Raw Wage Rate	Audited OH Rate	Profit 12%	Regular Billing Rate
Sr. Engineer	$ 73.56	$ 100.47	$ 20.88	**$ 194.91**
Project Engineer	$ 47.14	$ 64.38	$ 13.38	**$ 124.91**
Sr. Field Insp.	$ 21.58	$ 29.47	$ 6.13	**$ 57.18**
Clerical	$ 15.21	$ 20.77	$ 4.32	**$ 40.30**
Engineer Intern	$ 26.76	$ 36.55	$ 7.60	**$ 70.91**
	$ -	$ -	$ -	**$ -**

HOUR DISTRIBUTION / LABOR COSTS

ABMB ENGINEERS, INC.

Construction Oversight Services

Construction Engineering and Inspection Services

Project No. STP-7357-00(001)LPA/106212-701000

POSITION TITLE	No. of Crews	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	On Job Months	Subtotal Hours	Hourly Rate	Extension
		Hours Per Month																	
Sr. Engineer	1		16	16	16	16	12	10	8	8						8	102	$ 194.91	$ 19,880.99
Project Engineer	1		48	48	48	48	36	20	20	20						8	288	$ 124.91	$ 35,973.12
Engineer Intern	1		20	20	20	20	12	10	8	8						8	118	$ 70.91	$ 8,366.89
Sr. Field Insp.	1		240	240	240	240	80	80								6	1120	$ 57.18	$ 64,042.09
Clerical	1		8	8	8	8	8	8	8	8						8	64	$ 40.30	$ 2,579.32

Labor Subtotal (Regular) $ 130,842.41

DIRECT COSTS

CONSULTANT: {ABMB Engineers, Inc.}

Construction Oversight Services

Construction Engineering and Inspection Services

POSITION TITLE	TRAVEL MI/DAY	TRAVEL DAYS	TRAVEL $/MI	PRINTING	MONTH TOTAL
Inspector	60	110	$ 3,630.00	$ -	$ 3,630.00
Project Engineer	60	40	$ 1,320.00	$ -	$ 1,320.00
Clerical			$ -	$ 1,000.00	$ 1,000.00
				TOTAL	$ 5,950.00

BILLING RATE TABLE - 2012
CONSULTANT: BURNS COOLEY DENNIS, INC.

Construction Oversight Services

Construction Engineering and Inspection Services

Field OH	186.320%
Office OH	186.320%

Period of time for which rates are applicable: January, 2010 thru December, 2010

Classification	Raw Wage Rate	Audited OH Rate	Profit 10%	Regular Billing Rate
Project Manager	$ 75.00	$ 139.74	$ 21.47	**$ 236.21**
Senior Engineer	$ 60.00	$ 111.79	$ 17.18	**$ 188.97**
Engineer	$ 45.00	$ 83.84	$ 12.88	**$ 141.73**
Lab/Field Supervisor	$ 35.00	$ 65.21	$ 10.02	**$ 110.23**
Field Technician	$ 20.00	$ 37.26	$ 5.73	**$ 62.99**
Lab Technician	$ 20.00	$ 37.26	$ 5.73	**$ 62.99**
Clerical	$ 18.00	$ 33.54	$ 5.15	**$ 56.69**

HOUR DISTRIBUTION / LABOR COSTS
CONSULTANT: BURNS COOLEY DENNIS, INC.

Construction Oversight Services

Construction Engineering and Inspection Services

POSITION TITLE	No. of Crews	2012 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	On Job Months	Subtotal Hours	Hourly Rate	Extension
Project Manager	NA														0	$ 236.21	$ -
Senior Engineer	NA														0	$ 188.97	$ -
Engineer	NA					4	4	4	4						16	$ 141.73	$ 2,267.65
Supervisor	NA														0	$ 110.23	$ -
Field Technician	NA					60	70	70	60						260	$ 62.99	$ 16,377.50
Lab Technician	NA					10	10	10	8						38	$ 62.99	$ 2,393.64
Clerical	NA					8	8	8	8						32	$ 56.69	$ 1,814.12

Labor Subtotal 2010 (Regular) $ 22,852.92

MDOT Certification Form for Sub-Awards
Executive Compensation Reporting for Transparency Act

On behalf of the entity named below, I certify that I have personally read and reviewed the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], and certify under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, as amended, the following:

Local Entity Name: City of Clinton, Mississippi

Data Universal Numbering System (DUNS) Number : 092103878 (required)

______ The local entity listed below receiving federal funds from MDOT **is not** required to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA].

✓ The local entity listed below receiving federal funds from MDOT **is required** to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], listed below are the names and total annual compensation of the five most highly compensated officers of the city:

	NAME	TOTAL ANNUAL COMPENSATION
1.	ROSEMARY G. AULTMAN	$80,000
2.	RUSSELL L WALL	$77,672
3.	DONALD BYINGTON	$73,470
4.	MIKE PARKER	$71,288
5.	JERRY BOUNDS	$66,909

The LPA acknowledges that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §§ 1001 (false statements) and 1621 (perjury), and 28 U.S.C. §1746 (declarations under penalty of perjury). The LPA also acknowledges that said projects, including certifications provided in connection with such projects and grants are subject to review by the Mississippi Department of Transportation, the Mississippi State Auditor, and the Mississippi Office of Attorney General.

Rosemary G. Aultman
LPA Chief Official

04. 18. 2012
Date

Grantee, prepared by and return to:	Grantor Address:
Clinton Public School District	City of Clinton
203 Easthaven Dr.	P.O. Box 156
Clinton Ms, 39056	Clinton Ms, 39060
Phone: 601-924-7533	**Phone**: 601-925-6103
Account No.	**Business No.**

CONSTRUCTION EASEMENT

INDEXING INSTRUCTIONS: E 1/2 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, FIRST JUDICIAL DISTRICT OF HINDS COUNTY MISSISSIPPI

THE STATE OF MISSISSIPPI

County of Hinds

For and in consideration of one dollar ($1.00) and other good an valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned hereby grant and donate unto the City of Clinton for public improvements, grading, sodding, and other construction purposes on Project No. STP-7357(00)-(001)LPA, an easement through, over, on and across the following described land:

The following description is based on Mississippi West Zone (2302) NAD 8392007) grid bearings.

Commencing at the concrete United States Department of the Interior monument which is stamped No. 3P-50 1968, said monument being located on the southern boundary of the Natchez Trace Parkway approximately 132 feet southwesterly of the intersection of the centerlines of Cynthia Road and Arrow Drive as they are laid out in use this 28th day of March 2012;

thence North 69 degrees 17 minutes 54 seconds West a distance of 982.22 feet to a point on the northern boundary line of the Natchez Trace Parkway;

thence North 11 degrees 42 minutes 57 seconds East a distance of 45.98 feet to a point on the northern boundary line of Arrow Drive and the POINT OF BEGINNING of this easement;

thence run along the boundary of this easement for the following courses:

North 19 degrees 22 minutes 29 seconds West a distance of 80.00 feet;

thence North 70 degrees 37 minutes 31 seconds East a distance of 365.00 feet;

thence South 19 degrees 22 minutes 29 seconds East a distance of 40.58 feet to its intersection with the northern boundary line of the Natchez Trace Parkway;

thence along the northern boundary line of the Natchez Trace Parkway, South 59 degrees 11 minutes 39 seconds West a distance of 350.17 feet to its intersection with the northern boundary line of Arrow Drive;

thence along the northern boundary of Arrow Drive for the following courses:

North 22 degrees 41 minutes 31 seconds West a distance of 30.03 feet ;

thence South 70 degrees 37 minutes 31 seconds West a distance of 20.03 feet

back to the POINT OF BEGINNING, containing 0.63 acres , more or less, and being situated in the E ½ of Section 16, Township 6 North, Range 1 West, First Judicial District of Hinds County, Mississippi.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Grantor fully understands that it has the right to receive just compensation for the real property interests herein described based on an appraisal of said property. Grantor hereby waives its right to just compensation and donates the real property interests to the City of Clinton. Grantor further understands that it has the right to request that a fair market value appraisal of the property be made and it hereby waives that right.

Witness (my) (our) signature this the 11 day of April A.D., 20 12

Phil Burchfield
Superintendent of Education
Clinton Public School District

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 93350
SHARON HARRIS
Commission Expires
June 16, 2013
HINDS COUNTY

In the case of persons acting in representative capacities:

STATE OF MISSISSIPPI

COUNTY OF ___Hinds_____________

Personally appeared before me, the undersigned authority in and for the said county and state, on this _11_ day of _April__________, 20_11_, within my jurisdiction, the within named _**Phil Burchfield**_________________________, who
Name of official Representative

acknowledged that (he)(she) is __ **Superintendent of Education**__________ of
Title/Relationship of Representative

__**Clinton Public School District**___ and that in said representative capacity (he)(she)
Name of Person Being Represented

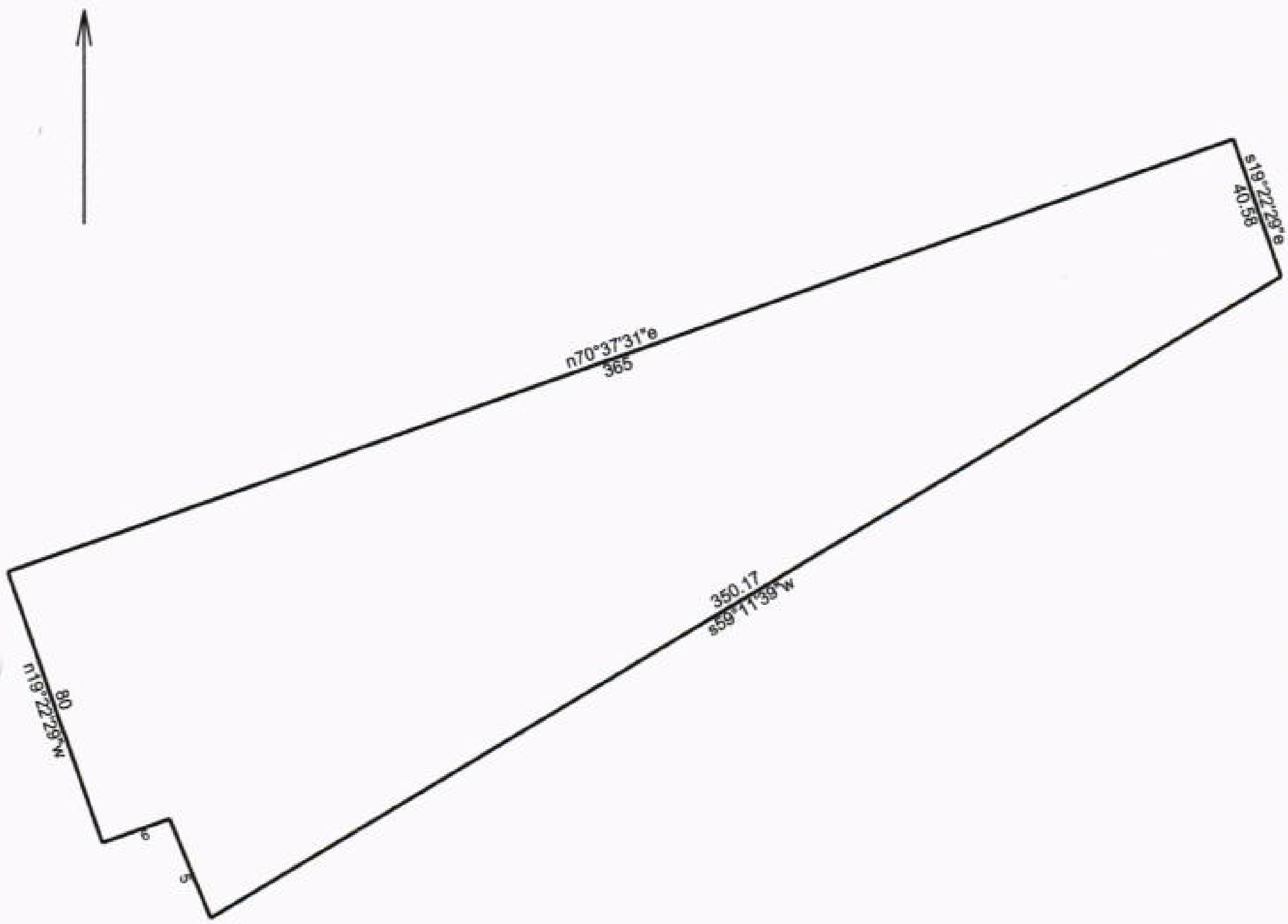
executed the above and foregoing instrument, after first having been duly authorized so to do.

Sharon Harris __________ (NOTARY PUBLIC)

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 93350 SHARON HARRIS Commission Expires June 16, 2013 HINDS COUNTY

My commission expires: June 16, 2013



Construction Easement Arrow Drive	4/4/2012
Scale: 1 inch= 50 feet	File:

Tract 1: 0.6337 Acres (27606 Sq. Feet), Closure: s73.0629w 0.01 ft. (1/105135), Perimeter=886 ft.

1 n19.2229w 80
02 n70.3731e 365
03 s19.2229e 40.58
04 s59.1139w 350.17
05 n22.4131w 30.03
06 s70.3731w 20.03

United States Department of the Interior

NATIONAL PARK SERVICE
Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, Mississippi 38804

IN REPLY REFER TO:

L3027(NATR)
xL30-3P, D 30-3P

MAR 26 2012

Ms. Kim Thurman
Environmental Division Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

Dear Ms. Thurman:

The Natchez Trace Parkway has reviewed the construction permit application package for the proposed improvements along Arrow Drive in Clinton, MS. On behalf of the National Park Service, I am aware that the City of Clinton is requesting a *"de minimus"* finding from the Federal Highway Administration Act for the proposed improvements. I also concur that the proposed improvements will not adversely impact the activities, features and attributes of the Natchez Trace Parkway. The proposed widening falls within the City's existing right-of-way and no additional lands will be affected.

If any further information is needed regarding this matter, please contact Cultural Resource Specialist, Dr. Christina Smith, at 662-840-7560 or Christina_smith@nps.gov.

Sincerely,

Cameron H. Sholly
Superintendent