CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 7, 2009 - 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 Barnett followed by the pledge of allegiance to the flag led by Alderman Brabham.

ROLL CALL City Clerk, Russell Wall

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

PUBLIC HEARING

A public hearing was held to determine whether or not an unnamed street in the Fairmont Subdivision should be abandoned. No one from the public made any comments and the public hearing was adjourned.

APPROVAL OF CONSENT AGENDA ITEMS A-EE

MOTION made by Alderman Greer and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-EE. Items C and D will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

CONDITIONAL USE – 1400 COUNTY ROAD G – CALVIN LYLES

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Bishop the board approved a resolution for a conditional use request for Calvin Lyles to operate a stable and equine school. The Planning and Zoning Commission recommended approval. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE ACCEPTANCE OF A CERTIFICATE OF ATTENDANCE FOR TAMRA MORGAN FOR ATTENDING THE MUNICIPAL COURT CLERKS SPRING STATEWIDE SEMINAR

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved the acceptance of a Certificate of Attendance for Tamra Morgan for attending the Municipal Court Clerks Spring Statewide Seminar. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION AUTHORIZING AND APPROVING THE MAYOR TO EXECUTE AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH TRUSTMARK NATIONAL BANK FOR THE PURPOSE OF LEASE-PURCHASING A 2009 FORD F250 PICKUP TRUCK FOR THE PARKS AND RECREATION 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 Trustmark National Bank for the purpose of Lease-Purchasing a 2009 Ford F250 Pickup Truck for the Parks and Recreation Department. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION AUTHORIZING AND APPROVING THE MAYOR TO EXECUTE AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH TRUSTMARK NATIONAL BANK FOR THE PURPOSE OF LEASE-PURCHASING A 2009 FORD F250 PICKUP TRUCK FOR THE STREET DEPARTMENT

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Barnett the board approved a resolution authorizing and approving the Mayor to execute an equipment Lease-Purchase agreement with Trustmark National Bank for the purpose of Lease-Purchasing a 2009 Ford F250 Pickup Truck for the Street Department. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO SIGN A CONTRACT FOR $8,400.00 WITH THE HINDS COUNTY ELECTION COMMISSION FOR THE USE OF VOTING MACHINES AND OTHER ELECTION SERVICES FOR THE UPCOMING 2009 CITY ELECTION

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Bishop the board approved authorizing the Mayor to sign a contract for $8,400.00 with the Hinds County Election Commission for the use of voting machines and other election services for the upcoming 2009 City Election. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO SIGN A CONTRACT FOR $3,600.00 WITH PAT WILSON AND CLYDE HAMPTON FOR VOTING MACHINE SPECIALIST AND VOTING MACHINE TECHNICIAN SERVICES FOR THE UPCOMING 2009 CITY ELECTION

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Barnett the board approved authorizing the Mayor to sign a contract for $3,600.00 with Pat Wilson and Clyde Hampton for voting machine specialist and voting machine technician services for the upcoming 2009 City Election. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE PURCHASE OF TWO (2) SETS OF EXTRICATION TOOLS FROM TNT RESCUE FOR $19,800.00

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Bishop the board approved the purchase of two (2) sets of extrication tools from TNT Rescue for $19,800.00 as being the lowest and best bid. **MOTION CARRIED UNANIMOUSLY**

APPROVE ACCEPTANCE OF A DONATION FROM THE CLINTON GIRLS SOFTBALL ASSOCIATION IN THE AMOUNT OF $300.00 FOR THE SPONSORSHIP OF THE 2009 CHALLENGER LEAGUE SOFTBALL EQUIPMENT

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved the acceptance of a donation from the Clinton Girls Softball Association in the amount of $300.00 for the sponsorship of the 2009 Challenger League Softball Equipment. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CHANGE ORDER #6 FOR THE QUISENBERRY LIBRARY

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan the board approved the change order #6 for the Quisenberry Library. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE STREET CLOSURE OF AN UNNAMED STREET IN THE FAIRMONT SUBDIVISION

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Barnett the board approved an Ordinance abandoning an unnamed street lying between Lot 21 and Lot 23, and Lot 22 and Lot 24, located in the Fairmont Subdivision of the City of Clinton. The Ordinance is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE ACCEPTANCE OF A PETITION BY MORRISON HEIGHTS BAPTIST CHURCH TO CLOSE A PART OF MT. SALUS ROAD AND TO SET A PUBLIC HEARING FOR MAY 5, 2009

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Bishop the board approved the acceptance of a petition by Morrison Heights Baptist Church to close a part of Mt. Salus Road and to set a Public Hearing for May 5, 2009. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

AUTHORIZE THE MAYOR TO ACCEPT $1,500,000.00 IN STIMULUS FUNDS FOR THE PURPOSE OF BRIDGE REPAIRS IN THE CITY OF CLINTON

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved authorizing the Mayor to accept $1,500,000.00 in stimulus funds for the purpose of bridge repairs in the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:35 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Peace to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on April 21, 2009 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary A. Aultman — April 8, 2009
Rosemary Aultman, Mayor — Date

ATTEST: Russell L Wall — april 8, 2009
Russell L. Wall, City Clerk — Date

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200215470
Street Abandonment Hearing

CLARIONLEDGER.COM

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST THAT THERE WILL BE A PUBLIC HEARING ON APRIL 7, 2009 AT 7:00 P.M. IN THE MUNICIPAL ROOM OF THE POLICE BUILDING, 305 MONROE STREET, CLINTON, MISSISSIPPI, FOR THE PURPOSE OF DETERMINING WHETHER OR NOT AN UNNAMED STREET IN FAIRMONT SUBDIVISION SHALL BE ABANDONED.

A public hearing will be held on April 7, 2009 at 7:00 p.m. in reference to the closing/abandonment of an unnamed street in Fairmont Subdivision as described as follows: An unnamed thirty-five foot wide street located between Lots 21 and 23 and Lots 22 and 24 in Fairmont Subdivision connecting Fairmont Avenue with College Street in the City of Clinton, Hinds County, Mississippi.

APPROVED:
Mayor Rosemary Aultman

ATTEST:
City Clerk Russell Wall

March 12, 2009

0200215470-01

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/12/2009

Size: 162 words / 2.00 col. x 26.00 lines
Published: 1 time(s)
Total: $27.94

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 3/12/2009.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru Notary Public Underwriters

(SEAL)

STATE OF MISSISSIPPI
RICK TYLER
NOTARY PUBLIC
ID# 90075
Commission Expires
June 29, 2012
RANKIN COUNTY

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 7, 2009 AGENDA ITEM NO. 7A

CONSENT AGENDA:

TO:
FOR:
ACCT. NO :

DISCUSSION/ACTION: Resolution for approving a conditional use to Calvin Lyles for operating stables and equine school in the A-1 district at 1400 County Road G.

INTRODUCED BY: Jerry Bounds TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other: ______
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION: Planning and Zoning Commission recommends approval

BOARD ACTION: MOTION MADE BY: Barnett

SECONDED BY: Bishop

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

RESOLUTION APPROVING A CONDITIONAL USE TO CALVIN LYLES TO OPERATE STABLES AND EQUINE SCHOOL LOCATED ON 1400 COUNTY ROAD G, CLINTON, MISSISSIPPI

WHEREAS, Calvin Lyles, did file a request for a conditional use for the property located on 1400 County Road G to operate stables and an equine school; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on March 24, 2009, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on March 24, 2009, adopted a motion to approve the request of Calvin Lyles for a conditional use of the property to operate stables and equine school with the condition that the use expire upon sale of property and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinances; and

WHEREAS, the Mayor and Board of Aldermen are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Calvin Lyles for the property on 1400 County Road G to operate stables and equine school and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.

2. The recommendation of the Planning and Zoning Commission is advisory in nature.

3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.

4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.

5. The Conditional-Use will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.

6. The Mayor and Board of Aldermen find that Section 502 (c) of the Hinds County Zoning Ordinances has been complied with and that the requirements of Section 2406 of the Hinds County Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.

7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.

The foregoing Resolution, having been reduced to writing, Alderman BARNETT moved that said Resolution be adopted. Alderman Bishop seconded. The vote was as follows:

Alderman Brabham voted: AYE

Alderman Hisaw voted: AYE

Alderman Greer voted: AYE

Alderman Bishop voted: AYE

Alderwoman Peace voted: AYE

Alderman Morgan voted: AYE

Alderman Lott voted: AYE

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted.

The foregoing ordinance was approved this the 7th day of April 2009.

CITY OF CLINTON

BY: Rosemary G. Aultman

Rosemary Aultman, Mayor

ATTEST: Russell H Wall

Russell Wall, City Clerk

(SEAL)

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

PLANNING & ZONING COMMISSION
Clinton, Mississippi
Tuesday, March 24, 2009
7:00 p.m.
Municipal Courtroom
305 Monroe Street

Agenda

Commission Members Present: Betty King, Dr. Ryan Tracy, Nancy Davis, Jim Martin, Mark Williams, Pat Smith

City Officials present: Ken Dreher, City Attorney; Jerry Bounds, Community Development Director; Cassie Cutrer, Assistant

1. Call To Order

The meeting was called to order at 7:00 p.m. by Jim Martin.

II. Consideration and Approval of February 24, 2009 Minutes.

Motion was made by Ryan Tracy to approve the Minutes of February 24, 2009, as written. SECOND by Nancy Davis. MOTION carried UNANIMOUSLY, none opposed.

III. New Considerations

Conditional Use to Operate Stables and Equine Learning Lessons
1400 County Road G
Calvin Lyles

Representative: Calvin Lyles

Jerry Bounds stated that Calvin Lyles is requesting a conditional use to operate stables at 1400 County Road G for the operation of a for-profit equine school. Jerry Bounds explained that Mr. Lyles will not operate a typical stable riding facility, but will actually teach people how to ride.

Jim Martin asked for clarification on the zoning of the land.

Calvin Lyles stated that it was A-1, agricultural.

Jerry Bounds confirmed his answer.

Calvin Lyles stated his desires to build the stables and operate a riding school in this area. He said that he will soon be a certified instructor under the North American Riding for

Handicapped Association (NARHA) of which he is currently a member. He explained his focus on and experience with teaching children how to ride horses and safety precautions used such as starting students with getting used to the horse by brushing and grooming, etc.

Jim Martin asked what was on the property now.

Calvin Lyles responded that there was a barn there now.

Jim Martin asked if Mr. Lyles would be boarding other horses.

Calvin Lyles stated that he would not. He would train his own horses, and then explained some of the ways he does this, such as using a round pin.

Nancy Davis asked what a round pin was.

Calvin Lyles explained that it is a structure that helps train the horse.

Jim Martin asked if there would be any other structures he intended to build.

Calvin Lyles answered that he had hopes to host other gatherings for socializing such as a kid's pumpkin patch. He would also like to perhaps build a pavilion.

Jerry Bounds explained that for additional building structures besides the stables, he would need to go before the board.

Ryan Tracy asked if the conditional use would expire with Calvin Lyles' ownership.

Ken Dreher said that it would not expire necessarily. It would depend on the stipulations.

Ryan Tracy asked Calvin Lyles if there would be any risks if another took the land with the conditional use.

Calvin Lyles stated he did not know, but he had no intention of selling the property.

Jim Martin asked Calvin Lyles who his neighbors were.

Calvin Lyles stated that Adam Reese was his neighbor.

Jerry Bounds stated that he talked with Adam Reese and some family members who lived close by, and they had no problems with the use intended by Calvin Lyles. They thought it was a "fantastic deal."

Calvin Lyles stated he "wanted to give back to our youth."

A public hearing was held and no comments were voiced.

Jim Martin asked if the Commission had any further questions. There were none.

MOTION was made by Ryan Tracy to recommend to the Mayor and Board of Aldermen to approve the equine learning school and stables at 1400 County Road G with the condition that the use expire upon sale of property. SECOND made by Pat Smith.

MOTION carried UNANIMOUSLY, none opposed.

IV. Other Business

No other business was discussed.

V. Next Meeting

The next meeting will be held on Tuesday April 28, 2009 beginning at 7:00 p.m.

VI. Adjournment

MOTION was made by Ryan Tracy to adjourn the meeting. SECOND by Betty King. MOTION carried unanimously, NONE opposed.

PLANNING AND ZONING COMMISSION: CITY OF CLINTON, MISSISSIPPI

DIAMOND DOUBLE L
EQUIS FACILITATED LEARNING

The Diamond Double L will offer "conditional response" equis facilitated learning program developed to build positive human skills and relationships. Participants will begin an experience developing trust-based skills working with horses. Simple and clear communication between participant and horse ensures positive, unbiased response with immediate feedback.
Through actual handling and mounting of horses participants gain leadership, self-confidence, and motor skills, which will enable them to assume positive, productive interpersonal relationships for life with family an/or work place.

There are three simple rules at the Diamond Double L.
They are as follows:

1. HUMAN SAFETY FIRST
2. HORSE SAFETY SECOND
3. EVERYTHING ELSE AFTER THAT.

Factors that build character through EQUIS FACILITATED LEARNING

Discipline---exhibit ability to follow specific rules and respond to direction
Patience---accept success and failure
Overcoming Fear---recognize own innate response to danger, evaluate and make informed choices
Confidence---recognize feeling of uncertainty; resulting in conscious competence
Trust---achieving successful response
Anger Management---redirect negative feelings to positive ways to achieve success
Responsibility---accept role as leader in completion of tasks or procedures
Leadership and Self-Esteem---awareness of responsibility, honesty, and accountability

All participants begin on the ground with:
Comparison of Human and Horse
What the Horse sees

Any and all questions may be directed to:

Calvin Lyles
109 Squirrel Hill
Ridgeland, Mississippi
601-750-8472

City of Clinton
Mississippi
Community Development

March 2, 2009

Calvin Lyles
109 Squirrel Hill Rd.
Ridgewood, MS 39157

Dear Mr. Lyles:

A conditional use would be required to operate a stabling site for horses on your property should you stable horses for others. However, no action would be required for your own livestock.

The Planning and Zoning Commission will be reviewing your submitted site plans at 7:00 p.m. on Tuesday, March 24, 2009. You will need to be present at this meeting in order to move toward approval. If approved, the plans will be passed on to the Mayor and Board of Aldermen for review and final approval.

Should you have any questions, please do not hesitate to contact this office.

Sincerely,

JB

Jerry "J.B." Bounds, Director
Community Development

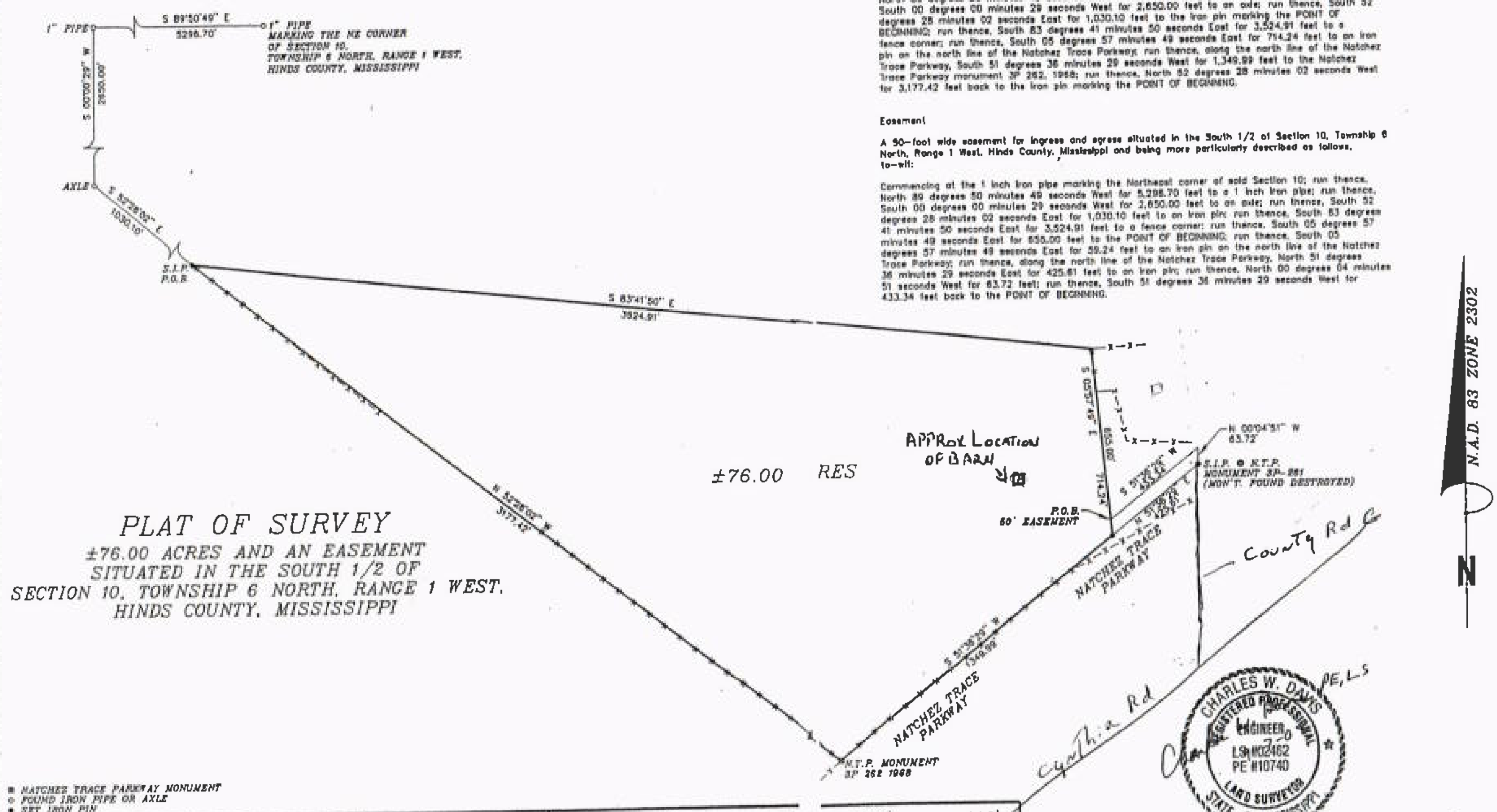
76.00 acres more or less, situated in the South 1/2 of Section 10, Township 6 North, Range 1 West, Hinds County, Mississippi and more particularly described as follows, to-wit:

Commencing at the 1 inch iron pipe marking the Northeast corner of said Section 10; run thence, North 89 degrees 50 minutes 49 seconds West for 5,298.70 feet to a 1 inch iron pipe; run thence, South 00 degrees 00 minutes 29 seconds West for 2,650.00 feet to an axle; run thence, South 52 degrees 28 minutes 02 seconds East for 1,030.10 feet to the iron pin marking the POINT OF BEGINNING; run thence, South 83 degrees 41 minutes 50 seconds East for 3,524.91 feet to a fence corner; run thence, South 05 degrees 57 minutes 49 seconds East for 714.24 feet to an iron pin on the north line of the Natchez Trace Parkway; run thence, along the north line of the Natchez Trace Parkway, South 51 degrees 36 minutes 29 seconds West for 1,349.99 feet to the Natchez Trace Parkway monument 3P 262, 1968; run thence, North 52 degrees 28 minutes 02 seconds West for 3,177.42 feet back to the iron pin marking the POINT OF BEGINNING.

Easement

A 90-foot wide easement for ingress and egress situated in the South 1/2 of Section 10, Township 6 North, Range 1 West, Hinds County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the 1 inch iron pipe marking the Northeast corner of said Section 10; run thence, North 89 degrees 50 minutes 49 seconds West for 5,298.70 feet to a 1 inch iron pipe; run thence, South 00 degrees 00 minutes 29 seconds West for 2,650.00 feet to an axle; run thence, South 52 degrees 28 minutes 02 seconds East for 1,030.10 feet to an iron pin; run thence, South 83 degrees 41 minutes 50 seconds East for 3,524.91 feet to a fence corner; run thence, South 05 degrees 57 minutes 49 seconds East for 655.00 feet to the POINT OF BEGINNING; run thence, South 05 degrees 57 minutes 49 seconds East for 59.24 feet to an iron pin on the north line of the Natchez Trace Parkway; run thence, along the north line of the Natchez Trace Parkway, North 51 degrees 36 minutes 29 seconds East for 425.81 feet to an iron pin; run thence, North 00 degrees 04 minutes 51 seconds West for 63.72 feet; run thence, South 51 degrees 36 minutes 29 seconds West for 433.34 feet back to the POINT OF BEGINNING.



PLAT OF SURVEY

±76.00 ACRES AND AN EASEMENT SITUATED IN THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI

■ NATCHEZ TRACE PARKWAY MONUMENT
○ FOUND IRON PIPE OR AXLE
● SET IRON PIN

DRAKE & DAVIS ENGINEERING

Consulting Engineers – Land Surveyors

250 TOWNSQUARE P.O. Box 32 Raymond, MS 39154

Ph 601-857-4361 Fax 601-857-3136

E-MAIL: DDENG@BELLSOUTH.NET

SCALE: 0 400' 800' 1200'

DATE: SEPTEMBER 3, 04

JOB: 04209/ REES

CLASS: "C"

DWG BY: B.F.B. KD BY: C.W.D.

FLD BK: 04-18

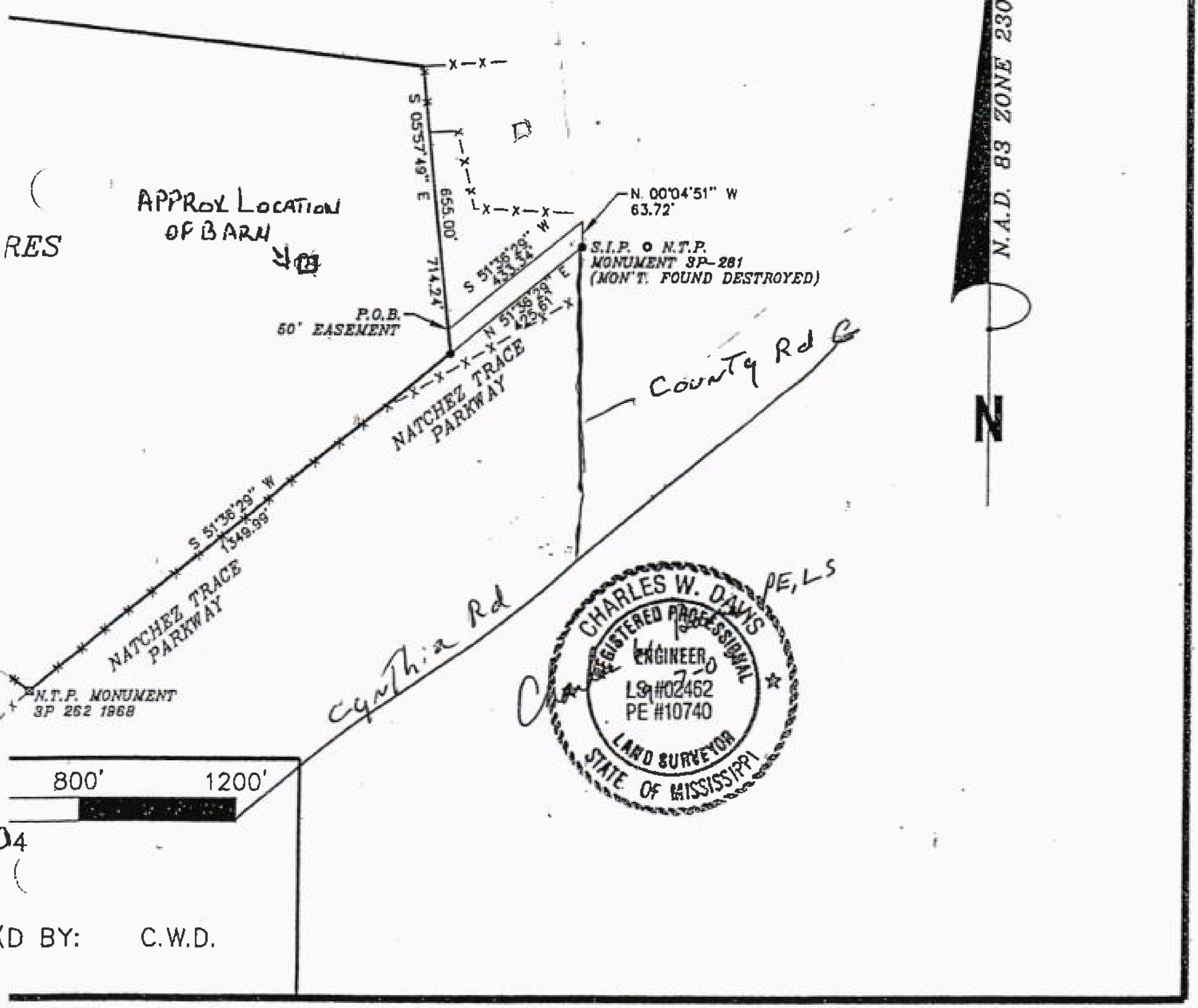
76.00 acres more or less, situated in the South 1/2 of Section 10, Township 6 North, Range 1 West, Hinds County, Mississippi and more particularly described as follows, to-wit:

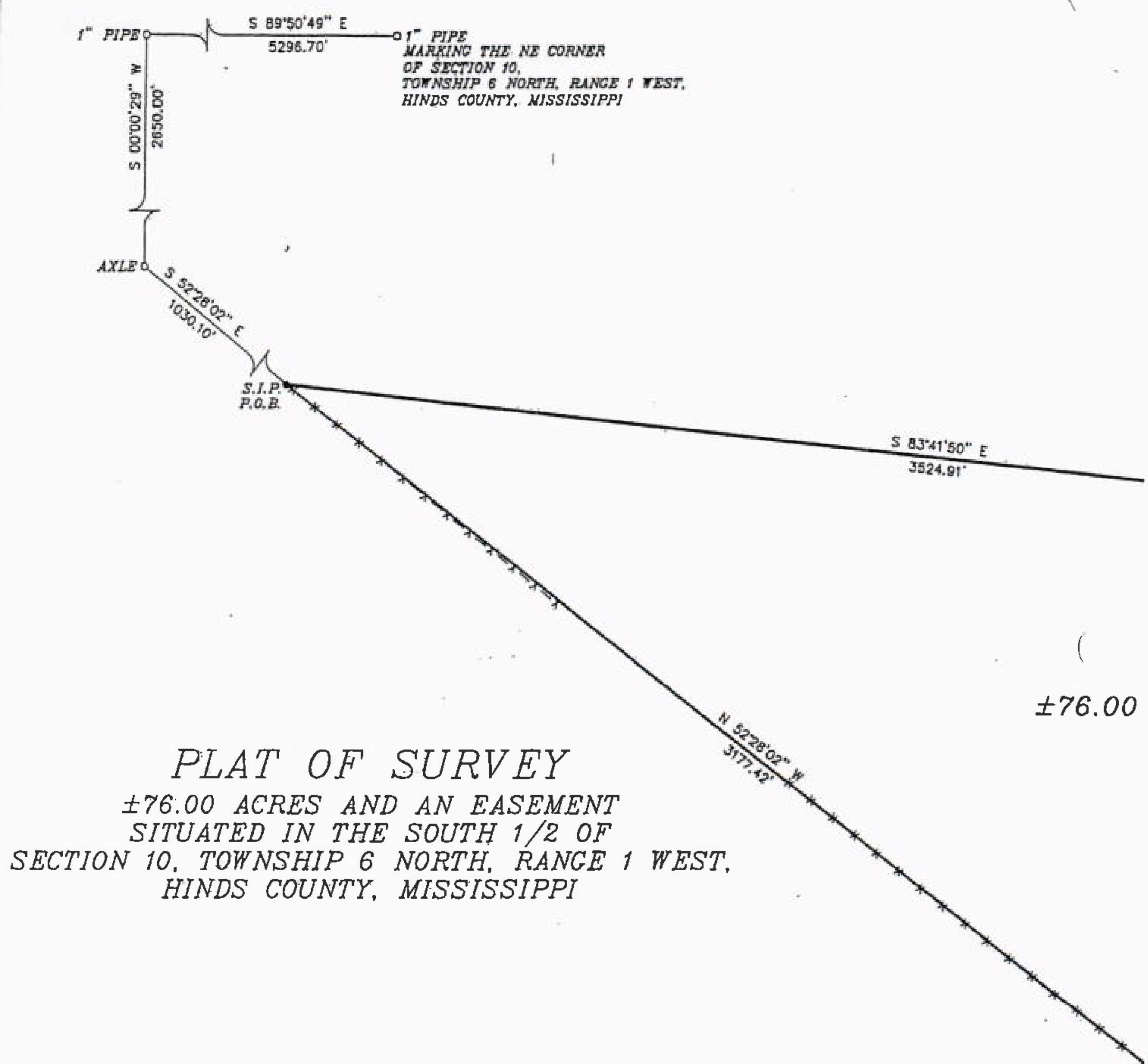
Commencing at the 1 inch iron pipe marking the Northeast corner of said Section 10; run thence, North 89 degrees 50 minutes 49 seconds West for 5,296.70 feet to a 1 inch iron pipe; run thence, South 00 degrees 00 minutes 29 seconds West for 2,650.00 feet to an axle; run thence, South 52 degrees 28 minutes 02 seconds East for 1,030.10 feet to the iron pin marking the POINT OF BEGINNING; run thence, South 83 degrees 41 minutes 50 seconds East for 3,524.91 feet to a fence corner; run thence, South 05 degrees 57 minutes 49 seconds East for 714.24 feet to an iron pin on the north line of the Natchez Trace Parkway; run thence, along the north line of the Natchez Trace Parkway, South 51 degrees 36 minutes 29 seconds West for 1,349.99 feet to the Natchez Trace Parkway monument 3P 262, 1968; run thence, North 52 degrees 28 minutes 02 seconds West for 3,177.42 feet back to the iron pin marking the POINT OF BEGINNING.

Easement

A 50-foot wide easement for ingress and egress situated in the South 1/2 of Section 10, Township 6 North, Range 1 West, Hinds County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the 1 inch iron pipe marking the Northeast corner of said Section 10; run thence, North 89 degrees 50 minutes 49 seconds West for 5,296.70 feet to a 1 inch iron pipe; run thence, South 00 degrees 00 minutes 29 seconds West for 2,650.00 feet to an axle; run thence, South 52 degrees 28 minutes 02 seconds East for 1,030.10 feet to an iron pin; run thence, South 83 degrees 41 minutes 50 seconds East for 3,524.91 feet to a fence corner; run thence, South 05 degrees 57 minutes 49 seconds East for 655.00 feet to the POINT OF BEGINNING; run thence, South 05 degrees 57 minutes 49 seconds East for 59.24 feet to an iron pin on the north line of the Natchez Trace Parkway; run thence, along the north line of the Natchez Trace Parkway, North 51 degrees 36 minutes 29 seconds East for 425.61 feet to an iron pin; run thence, North 00 degrees 04 minutes 51 seconds West for 63.72 feet; run thence, South 51 degrees 36 minutes 29 seconds West for 433.34 feet back to the POINT OF BEGINNING.





PLAT OF SURVEY

±76.00 ACRES AND AN EASEMENT
SITUATED IN THE SOUTH 1/2 OF
SECTION 10, TOWNSHIP 6 NORTH, RANGE 1 WEST,
HINDS COUNTY, MISSISSIPPI

- ▪ NATCHEZ TRACE PARKWAY MONUMENT
- ○ FOUND IRON PIPE OR AXLE
- ● SET IRON PIN

DRAKE & DAVIS ENGINEERING

Consulting Engineers – Land Surveyors
250 TOWNSQUARE   P.O. Box 32 Raymond, MS 39154
Ph 601-857-4361   Fax 601-857-3136
E-MAIL: DDENG@BELLSOUTH.NET

SCALE:	0 400'
DATE:	SEPTEMBER 3,
JOB:	04209/ F S
CLASS:	"C"
DWG BY:	B.F.B.
FLD BK:	04-18

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 7, 2009 AGENDA ITEM NO. 8

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Certificate of Attendance for Tamra Morgan attending the Municipal Clerks Spring Statewide Seminar.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Peace

SECONDED BY: Morgan

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

MISSISSIPPI JUDICIAL COLLEGE

Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Tamra Morgan

for having attended the

Municipal Court Clerks Statewide Seminar
Harrah's ~ Tunica, Mississippi
March 5-6, 2009

conducted by the

Mississippi Judicial College

Program Manager

Director

2009 Spring Professional Judicial Development

The Mississippi Judicial College certifies that

TAMRA MORGAN

Attended the above program
at Harrah's Convention Center in Tunica, Mississippi
on March 4-5, 2009
and is awarded Continuing Judicial Education Credits

6 hours

Cynthia D. Davis
Director
Mississippi Judicial College
The University of Mississippi Law Center

Linda E. Beasley
Program Manager
Mississippi Judicial College
The University of Mississippi Law Center

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 7, 2009 AGENDA ITEM NO. 9

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval of a resolution authorizing and approving the Mayor to execute an equipment Lease-Purchase agreement with Trustmark National Bank for the purpose of Lease-Purchasing a 2009 Ford F250 Pickup Truck for the Parks and Recreation Department.

INTRODUCED BY: Russell Wall

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Barnett

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH TRUSTMARK NATIONAL BANK 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 Trustmark National Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

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

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

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

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

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

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and 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 2009.

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 2009, Lessee has designated $38,513.00 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 2009 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 2009 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 Brabham moved that the foregoing resolution be adopted; Alderman Barnett 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 Bishop	AYE
Alderwoman Peace	AYE
Alderman Morgan	AYE
Alderman Barnett	AYE

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 7th day of April 2009.

Rosemary G. Aultman, Mayor

ATTEST:

Russell L. Wall, City Clerk

(SEAL)

Parks & Recreation Dept.

Trustmark

Public Finance
Commercial Loan Application

Branch/RC No. 512/8017
Officer No.: 139
Note No.: ______
Sec. Off.: 615
Date: 1-23-09
Check No.: ______

Customer Information

Physical Address (if nec.):

Customer Name/Address: City of Clinton	Telephone: Home: Business: 601-924-5462	SSN/Tax Id (of 1st name shown) 64-6000260
300 Jefferson Street Clinton, Ms 39056	Type Account: Individual __ Partnership __ Corporation __ Fiduciary __ Nonprofit Organization __ Professional Association	Business of Customer: City Government SIC: 92-1120
Purpose of Loan: Lease-Purchase		Financial Statement: Date 9-30-07 Net Worth: 67,845,681 Net Profit After: Taxes/Income: 23,021,142 x Infile __ Requested x Audited __ Unaudited
Repayment Source: Annual Appropriation		

Transaction

Amount: $ 19,568.00

Maturity Terms: 36 mths, mthly pay

x New Note __ Renewal __ Participation
__ Line/Credit __ Set Up __ Renewal __ Non-Revol.
1st Advance $ ______ Revolving

See attached Amortization Schedule

LINE FEES CHARGED Yes __ No x

__ ______ % of Total Line*
__ ______ % of unadvanced*
__ ______ % of O/S Balance*
__ $ ______ one time comm. fee
__ other ______
(inspection fees, etc.)
* Frequency ______

Pricing

x Fixed Interest Rate of 3.23 %
__ TNB Variable Interest Rate __ Plus ______ __ Other ______
__ Discount Rate __ Plus ______ __ Other ______
__ Other Index ______ __ Plus ______ __ Other ______
__ Initial Rate ______ __ Plus ______ __ Ceiling ______

5 **Public Fund Loan Type**
x **Bank Qualified**
__ **Non Bank Qualified**
x **Federal Tax Exempt**
x **State Tax Exempt**
D **Tax Code**

ACCRUAL METHOD
__ 360 / Actual Day __ 365 / Actual Day x 360 / 30 Day Month

Collateral (Detail all collateral including value and source of value. See reverse for real estate. Include vehicle make, model, SN & odometer reading.)

(1) 2009 Ford F250 Pickup Truck
Vin #1FTSW20559EA42176

Risk Rating: 3

Number Times Renewed: ______ Last Prin. Red. Date: ______ Orig. Date/Amount: ______

Co-Makers, Partners, Guarantors: (Attach additional sheet with same format if additional space is needed.)

Name/Address ___ Co-Maker	___ Partner ___ Guaranty dated		in the amount of $
	F/S dated	N/W	Income of $
	SSN		Tel #
Name/Address ___ Co-Maker	___ Partner ___ Guaranty dated		in the amount of $
	F/S dated	N/W	Income of $
	SSN		Tel #
Name/Address ___ Co-Maker	___ Partner ___ Guaranty dated		in the amount of $
	F/S dated	N/W	Income of $
	SSN		Tel #

If secured by Real Estate (business purpose only) complete the following:

___ Purchase ___ Equity ___ Improve rental property Other Refinance	___ Construction ___ Residential Spec. ___ Residential Custom ___ Residential Dev. ___ Income Producing	___ Owner Occupied ___ Rental Resale
___ First Mortgage Second Mortgage	Take out: ___ TNB ___ Other ___ None	___ Residential ___ Commercial Land Only
Market Value Of Property $	Appraised By	Date of Appraisal
Amount of Existing Mtg. $	Mortgagee	Attorney
Equity: $	Insurance Amount	Insurance Company
Amount This Loan:	Purchase Price	Street Address
Percent - Total Loans to Value %	Comments	

Insurance (coverage on all collateral except Real Estate)

Has insurance coverage been verified x Yes ___ No
Have you requested a copy of the policy showing Trustmark as loss payee ___ Yes ___ No
Agent name SELF Amount Required $
Agent Address Telephone Number

Disbursement Instructions

___ Deposit check to maker's Account # ___ Issue out of bank check to
Special Instructions, wires, etc.:

Additional Information

Note will be signed by (business loans only): Name Name Borrowing Resolution in file x Yes No	___ Politician: x City ___ County ___ State ___ Federal ___ Insider: ___ Officer ___ Director ___ Stockholder Office held:
Debt Summary: Present Debt $ 56,839 This Request + $ Total $ Related Debt: $ $	Credit Life Insurance ___ Yes x No Single DOB Joint DOB Charge account for payments ___ Yes ___ No DDA A/C # Bal.
Comments: lease-purchase Rosemary G. Aultman	___ Approved Senior Loan Committee: Commercial Loan Comm: Problem Loan Committee: Other: ___ Declined (see reasons in comments section) Gross revenue amount: $ 45,579,868 Loan Officer Co-Officer

LEASE-PURCHASE AGREEMENT

Between

TRUSTMARK NATIONAL BANK

As Lessor

and

the

CITY OF CLINTON, MISSISSIPPI

As Lessee

Dated as of the 12th day of March 2009

THIS LEASE-PURCHASE AGREEMENT ("Lease") dated as of the **12TH** day of **MARCH 2009** between Trustmark National Bank, a national banking association organized and existing under the laws of the United States of America, as lessor ("Lessor") whose address is **1151 PINEHAVEN BLVD., CLINTON, MS, 39056 and CITY OF CLINTON, MISSISSIPPI**, as lessee ("Lessee"), whose address is **P.O. BOX 156, CLINTON, MS, 39060**.

RECITALS

Lessee is authorized by law to acquire items of property as are needed to carry out its governmental functions and to acquire such property by entering into lease-purchase agreements.

Lessee has determined that it is necessary for it to acquire the hereafter described Equipment.

Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease.

NOW THEREFORE, in the joint and mutual exercise of their powers and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENTS

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified.

Code: The Internal Revenue Code of 1986, as amended.

Contractor: The manufacturer(s) or vendor(s) from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery, sale and/or installation of the Equipment.

Equipment: The property described in Exhibit A.

Fiscal Year: The twelve months fiscal period of Lessee which commences on **SEPTEMBER 30TH** in every year and ends on the following **SEPTEMBER 30TH**.

Governing Body: The **MAYOR and BOARD OF ALDERMEN** of the Lessee.

Interest Component: The portion of any Rental Payment designed as interest as shown in Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award paid with respect to the Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the Governing Body to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: At any particular time: (i) liens on Lessee's interest in the Equipment for taxes and assessments not then delinquent, (ii) this Lease and any amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right which secures an amount not then due and owing for goods or services.

Principal Component: The portion of any Rental Payment designed as principal in Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in Exhibit C, the amount set forth opposite such date assuming all Rental Payments and other amounts due from Lessee to Lessor have been paid as and when due.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term as shown in Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee ordered the Equipment from a Contractor.

State: The State of Mississippi.

State and Federal Law or Laws: The Constitution and any laws of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any agency of the United States.

Term: Unless sooner terminated pursuant to the provisions of this Lease, the period of time commencing upon the date of the execution hereof and ending on **12TH** day of **MARCH 2012.**

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a **MUNICIPALITY**, which is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The official of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's Governing Body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) The Equipment will be used only to carry out the governmental purposes and to perform essential governmental functions of Lessee.

(f) Upon delivery and installation of the Equipment, Lessee will provide Lessor with a completed and executed Certificate of Acceptance in the form attached hereto as Exhibit D. If Lessee fails to execute and deliver a Certificate of Acceptance within 5 business days after delivery and installation of the Equipment, Lessee shall be deemed to have done so.

(g) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit E.

(h) Upon the execution of this Lease, unless waived by Lessor, Lessee will provide to Lessor a Federal Tax Certificate in the form attached hereto as Exhibit F.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America.

(b) Lessee is duly authorized to transact business in the State; has the power to own and lease the Equipment; and has duly authorized the execution and delivery of this Lease.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Subject to and conditioned upon the delivery of the Equipment by Contractor, Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right, at all reasonable times, to examine and inspect the Equipment and to maintain and care for same if Lessee fails to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for the Term.

Section 4.2. Termination Due To Non-Appropriation. In the sole event of Non-appropriation prior to an event of default, Lessee shall have the right to terminate this Lease, in whole, but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.6. Lessee may effect such termination by giving Lessor written notice of termination and by paying to Lessor all Rental Payments which are due through the date of termination. Lessee shall endeavor to give Lessor not less than 60 days prior written notice of termination and shall notify Lessor as soon as reasonably possible of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall execute any documents reasonably requested by Lessor to release its interest in the Equipment.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The appropriate department representative of Lessee will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means at its disposal to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due for such Fiscal Year. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and released and conveyed its interest in the Equipment to Lessor within ten days after the termination of this Lease, 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 coming due for the period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions.

Section 4.5. Nonsubstitution. If this Lease is terminated by Lessee in accordance with Section 4.2, Lessee agrees that for a period of one year after termination, to the extent allowed by law, it will not purchase or lease other property or contract with any third party to perform the same functions as, or functions taking the place of, those performed by the Equipment; provided, however, that this restriction shall not be applicable in the event the Equipment previously has been sold by Lessor and the amount received from such sale, less all costs of such sale, is sufficient to pay the Purchase Option Price applicable through the last Rental Payment.

Section 4.6. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) the termination thereof by Lessee in accordance with Section 4.2;

(b) the exercise by Lessee of its option to purchase the Equipment pursuant to Article X;

(c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or

(d) the expiration of the Term if Lessee has made all Rental Payments required Lessee hereunder as and when due and has otherwise performed its obligations hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of the Lease in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease or to such other person or entity and at such other places as Lessor may, from time to time, designate by written notice to Lessee. If any Rental Payment is not paid within 10 days of the due date thereof, to the extent allowed by law, Lessee shall also be liable to Lessor for a late payment charge equal to the greater of $50.00 or four percent of the amount of the delinquency plus interest on the amount of the delinquency at the per annum rate of interest equal to the lesser of 11 percent or the maximum rate allowed by law.

Section 5.2. Current Expense. Lessor and Lessee agree that the intent of this Lease is that the obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, 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 for the benefit of Lessee of any taxes or other moneys in the annual budget of Lessee (or the proceeds or net proceeds of the Equipment) to the payment of any Rental Payment or other amount due hereunder.

Section 5.3. Principal and Interest Components. Each Rental Payment consists of a Principal Component and an Interest Component, all as more fully described in Exhibit B.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments and other payments required hereunder shall be absolute and unconditional. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all such payments required hereunder as and when due and shall not withhold any such payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments. Lessee's obligation to make any payment required hereunder shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Section 5.5. Tax Exemption. (a) Lessee acknowledges and agrees that the Rental Payments have been calculated by Lessor assuming that the Interest Component of each Rental Payment is exempt from federal income taxation. Lessee will do and refrain from doing all things necessary and appropriate to insure that the Interest Component of all Rental Payments is exempt from federal income taxation. In that regard, Lessee represents, covenants and warrants that:

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

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

(iii) No portion of the cost of the Equipment will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(iv) The Lessee will execute and file all information statements required by Section 149(e) of the Code and timely pay amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code.

(b) Lessee and Lessor acknowledge that Lessee has designated this Lease as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.

(c) In the event any governmental taxing authority successfully imposes an income tax on the Interest Component or imposes an income tax on the interest component under any similar lease of Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Lease, then Lessee agrees to pay additional Rental Payments retroactively from the date of such imposition through the end of the Term during which such tax is imposed in an amount adequate to compensate Lessor, on an after-tax basis, for the tax imposition.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation or other general use of the Equipment are covered by a liability insurance policy or program acceptable to Lessor. To the extent allowed by law, Lessee shall cause Lessor to be named as an additional insured in such policy. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall maintain in effect during the Term of the Lease, casualty insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that if a claim is made for a total loss of the Equipment such insurance proceeds will be sufficient to pay the applicable Purchase Option Price. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with a deductible not in excess of $2,000.00. The Net Proceeds of insurance required by this Section shall be applied to the purchase of the Equipment as provided in Section 6.7.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry Worker's Compensation Insurance covering all employees on, in, near or about the Equipment, and, upon request, shall furnish Lessor with certificates evidencing such coverage throughout the Term.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving at least 30 days prior written notice to Lessor; and shall name Lessor as an additional insured under any liability insurance policy and as a loss payee under any casualty insurance policy. At Lessor's request, Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it.

Section 6.5. General Indemnity. To the maximum extent allowed by law, Lessee assumes liability for, and shall indemnify, protect, save, and keep harmless Lessor and its agents, servants, successors, and assigns (each an indemnitee) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against any indemnities, in any way relating to or arising out of this Lease or the enforcement hereof, or the manufacture, purchase, acceptance, rejection, ownership, possession, use, selection, delivery, lease, operation, condition, sale, return, or other disposition of the Equipment or any part thereof (including, without limitation, latent or other defects, whether or not discoverable by Lessee or any other person, any claim in tort for strict liability and any claim for patent, trademark, or copyright infringement); provided, however, that Lessee shall not be required to indemnify any indemnitee for loss or liability arising from acts or events that occur after the Equipment has been returned to Lessor in accordance with this Lease, or for loss or liability resulting solely from the willful misconduct or negligence of such Indemnitee. The provisions of this Section 6.5 shall survive the expiration or earlier termination of this Lease.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, as soon as practicable after such event, either: (i) replace the same at Lessee's sole cost and expense with replacement equipment acceptable to Lessor, whereupon such replacement shall be substituted in this Lease by appropriate documentation; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit C. Lessee shall notify Lessor of which course of action it will take within 15 days after the loss, destruction or damage. If Lessee elects clause (i) but fails to perform its obligation thereunder within 30 days after the loss, destruction or damage, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit C immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be made available to Lessee to be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS 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 the Equipment shall not be subject to any lien or encumbrance created or arising through Lessor.

ARTICLE VII
OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use or operate the Equipment improperly, carelessly, in violation of any State or Federal laws, or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall, at Lessee's expense, comply with all State and Federal Laws, that require changes or additions to be made to the Equipment.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes, special assessments, and other charges of any kind which are lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof with respect to the Term. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section. Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its reasonable determination, the interest of Lessor in the Equipment could be materially endangered by nonpayment of any such items, in which event Lessee shall promptly pay such taxes, assessments and charges or provide Lessor with full security against any loss which may result from non-payment, in form reasonably satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary 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 11 percent per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term, and so long as Lessee is not in default as provided in Article XII, legal title to the Equipment and any and all replacements, accessories, substitutions and modifications thereto shall be in Lessee. Upon termination of this Lease for any of the reasons specified in clauses (a) and (c) of Section 4.6., full and an encumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In such event, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest in the Equipment. Upon termination of this Lease for either of the reasons specified in clauses (b) and (d) Section 4.6, Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain and Lessee hereby grants to Lessor, a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all, replacements, accessories, substitutions and modifications thereto in order to secure the Rental Payments and the other obligations of Lessee hereunder. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to perfect such security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment and maintain such markings during the Term, so as clearly to disclose Lessor's interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary promptly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or 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 mortgage, pledge, lien, charge, encumbrances or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may, at any time and from time to time, in its sole discretion and at its own expense, install other accessories and components upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing such accessories or components under a conditional sale or lease/purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any part of the Equipment, except that Lessee shall not be permitted to remove or disable safety features or devices. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal law or those contemplated by this Lease. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification of the Equipment; provided, that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may, in good faith, contest any lien filed or established against the Equipment, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its opinion, by nonpayment of any such item the interest of Lessor in the Equipment could be materially endangered or the Equipment or any part thereof could be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form reasonably satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. Lesser and Lessee agree that the Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

EQUIPMENT WARRANTIES

Section 9.1. Selection of Equipment. Lessor and Lessee agree that this is a "finance lease" under Article 2A of the Uniform Commercial Code. The Equipment and the Contractor have been selected by Lessee, and Lessor has no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, or any delay or failure to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. To the extent it may legally do so, Lessor hereby assigns to Lessee during the Term, all of its interest in all Contractor's warranties and guarantees, express or implied, applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. To the extent it may legally do so, Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY 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.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit C, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than 30 days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due and the applicable Purchase Option Price set forth in Exhibit C. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the Purchase Option by Lessee, Lessor shall convey or release to Lessee all of its right, title and interest in and to the Equipment by delivery to Lessee of such documents as Lessee reasonably deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. All of Lessor's right, title and/or interest in and to the Equipment, this Lease, the Rental Payments and other amounts due hereunder may be assigned and reassigned, in whole or in part, to one or more assignees or subassignee at any time, without the consent of Lessee. Such assignment shall not be effective with respect to Lessee unless and until Lessor shall have filed a copy or written notice thereof with Lessee.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned transferred, mortgaged, or otherwise pledged by Lessee, in whole or in part, without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to compliance with each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased in form and substance satisfactory to Lessor.

(iii) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest Component of the Rental Payments to become subject to federal income taxation.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever used in this Lease with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease within five days of the time specified herein.

(ii) Failure by Lessee to provide the insurance coverages required herein.

(iii) Failure by Lessee to observe and perform any covenant, condition or agreement (other than as referred to in Clauses (i) or (ii) of this Section) on its part to be observed or performed, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iv) The filing by Lessee of a voluntary petition in bankruptcy; the 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 or proprietary function; the adjudication of Lessee as a bankrupt; the granting by Lessee of an assignment for the benefit of creditors; the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable, in whole or in part, to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have occurred and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) With or without terminating this Lease, declare all Rental Payments due or to become due to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.

(ii) With or without terminating this Lease, by written notice to the Lessee, request the Lessee to (and the Lessee agrees that it will), at the Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 12.3 hereof, or the Lessor, at its option, may (i) enter upon the premises where the Equipment is located and take immediate possession of and remove the same, (ii) require the Lessee to assemble the Equipment and make the Equipment available to the Lessor at a place to be designated by the Lessor which is reasonably convenient to both parties, and/or (iii) without removal, the Lessor may render the Equipment unuseable, and may sell or otherwise dispose of the Equipment on the Lessee's premises at a public or private sale with such sale to meet the requirements of a public or private sale with the application of the sale proceeds all as provided in Section 12.2(iii). Lessee hereby expressly waives any damages occasioned by such repossession or other disposal of Equipment as provided in this paragraph (ii). If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit C (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments as and when due. If the Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall use its best efforts promptly to sell the Equipment, as a unit or in parts, in a commercially reasonable manner at public or private sale in accordance with applicable laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the balance of any Rental Payments owed by Lessee through the date of termination, and (d) the Purchase Option Price.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay all amounts specified in Section 12.2(iii)(a)-(c), Lessee shall be liable for the deficiency and Lessor may take any other remedy available at law or in equity to require Lessee to perform its obligations hereunder.

Notwithstanding any other provision of this Section 12.2, Lessor shall be entitled to damages with respect to the Lease in an amount equal to, but not in excess of, the economic equivalent intended to be provided by Lessee's payment of the Rental Payments and/or Purchase Option Price provided for herein, as and when due, plus any amount necessary to compensate Lessee for all costs, fees and expenses incurred as a result of Lessee's default.

Section 12.3. <u>Return of Equipment</u>. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments or the Purchase Option Price, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment, at Lessee's cost and expense, to such place within the State as Lessor shall specify; or (ii) by shipping the same, freight prepaid, to a place within the United States specified by Lessor. If Lessee fails to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge Lessee with the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. <u>No Remedy Exclusive</u>. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power nor shall it be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. <u>Agreement to Pay Attorneys' Fees and Expenses</u>. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of any obligation or agreement of the defaulting party hereunder, the defaulting party agrees that it will, on demand, pay to the nondefaulting party the reasonable fees of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail, postage prepaid, to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial information. During the Term of the Lease, within 180 days of Lessee's fiscal year end Lessee will provide Lessor with current financial statements and such other financial information as may be requested by Lessor or its assignee.

Section 13.3 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4 Book Entry. The Lessor's interest in this Lease and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the Term of this Lease, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

Section 13.5. Severability. In the event any provision of this 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 13.6. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.7. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 13.8. 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, for indicating the commencement date and for carrying out the expressed intention of this Lease.

Section 13.9. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor and Lessee have has caused this Lease to be executed by their duly authorized officers or officials as of the date first above written.

TRUSTMARK NATIONAL BANK, Lessor

By Nolan Aikens

NOLAN AIKENS

Its **VICE PRESIDENT**

CITY OF CLINTON, MISSISSIPPI, Lessee

By Rosemary D. Aultman

ROSEMARY AULTMAN

Its **MAYOR**

EXHIBIT A

EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

Quantity	Description	VIN
(1)	2009 FORD F250 PICKUP TRUCK	1FTSW20559EA42176

(SEE ATTACHED INVOICE)

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee:	**CITY OF CLINTON, MISSISSIPPI**
Commencement Date of Lease:	**MARCH 12, 2009**
Number and Frequency of Payments:	**THIRTY-SIX (36) MONTHLY PAYMENTS**

Rental Payment Schedule

Due Date	Payment Number	Total Payment	Principal Component	Interest Component
See Attached Schedule				

Compound Period ....: Monthly

Nominal Annual Rate ....:	3.230 %
Effective Annual Rate ...:	3.278 %
Periodic Rate ....:	0.2692 %
Daily Rate ....:	0.00897 %

CASH FLOW DATA

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	03/12/2009	19,568.00	1		
2	Payment	04/12/2009	571.05	36	Monthly	03/12/2012

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	03/12/2009				19,568.00
1	04/12/2009	571.05	52.67	518.38	19,049.62
2	05/12/2009	571.05	51.28	519.77	18,529.85
3	06/12/2009	571.05	49.88	521.17	18,008.68
4	07/12/2009	571.05	48.47	522.58	17,486.10
5	08/12/2009	571.05	47.07	523.98	16,962.12
6	09/12/2009	571.05	45.66	525.39	16,436.73
7	10/12/2009	571.05	44.24	526.81	15,909.92
8	11/12/2009	571.05	42.82	528.23	15,381.69
9	12/12/2009	571.05	41.40	529.65	14,852.04
2009	Totals	5,139.45	423.49	4,715.96	
10	01/12/2010	571.05	39.98	531.07	14,320.97
11	02/12/2010	571.05	38.55	532.50	13,788.47
12	03/12/2010	571.05	37.11	533.94	13,254.53
13	04/12/2010	571.05	35.68	535.37	12,719.16
14	05/12/2010	571.05	34.24	536.81	12,182.35
15	06/12/2010	571.05	32.79	538.26	11,644.09
16	07/12/2010	571.05	31.34	539.71	11,104.38
17	08/12/2010	571.05	29.89	541.16	10,563.22
18	09/12/2010	571.05	28.43	542.62	10,020.60
19	10/12/2010	571.05	26.97	544.08	9,476.52
20	11/12/2010	571.05	25.51	545.54	8,930.98
21	12/12/2010	571.05	24.04	547.01	8,383.97
2010	Totals	6,852.60	384.53	6,468.07	
22	01/12/2011	571.05	22.57	548.48	7,835.49
23	02/12/2011	571.05	21.09	549.96	7,285.53
24	03/12/2011	571.05	19.61	551.44	6,734.09
25	04/12/2011	571.05	18.13	552.92	6,181.17
26	05/12/2011	571.05	16.64	554.41	5,626.76
27	06/12/2011	571.05	15.15	555.90	5,070.86
28	07/12/2011	571.05	13.65	557.40	4,513.46

	Date	Payment	Interest	Principal	Balance
29	08/12/2011	571.05	12.15	558.90	3,954.56
30	09/12/2011	571.05	10.64	560.41	3,394.15
31	10/12/2011	571.05	9.14	561.91	2,832.24
32	11/12/2011	571.05	7.62	563.43	2,268.81
33	12/12/2011	571.05	6.11	564.94	1,703.87
2011	Totals	6,852.60	172.50	6,680.10	
34	01/12/2012	571.05	4.59	566.46	1,137.41
35	02/12/2012	571.05	3.06	567.99	569.42
36	03/12/2012	571.05	1.63	569.42	0.00
2012	Totals	1,713.15	9.28	1,703.87	
Grand Totals		20,557.80	989.80	19,568.00	

EXHIBIT C

SCHEDULE OF PURCHASE OPTION PRICE

After Payment Number	Purchase Option Price
THIRTY-SIX (36) MONTHLY PAYMENTS	**$1.00**

EXHIBIT D

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting **MAYOR** of the **CITY OF CLINTON, MISSISSIPPI** ("Lessee"); and, with respect to the Lease-Purchase Agreement dated **MARCH 12, 2009** (the "Lease"), by and between Lessee and Trustmark National Bank ("Lessor"), that:

1. The Equipment described in the Lease has been delivered and installed in accordance with Lessee's Specifications and has been accepted by Lessee.

2. The Rental Payments provided for in Exhibit B to the Lease shall commence and be due and payable on **APRIL 12, 2009** and on the **12TH** day of each **MONTH** thereafter, in the amounts shown on Exhibit B to the Lease.

3. 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, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company or self funded group qualified to do business in the State insurance with respect to all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Term, the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

Operations related to public services in the **MUNICIPALITY**

7. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, or to the best of Lessee's knowledge, threatened, that challenges (a) the authority of Lessee or its officers or employees to enter into the Lease, (b) the proper authorization, approval and execution of the Lease and other documents contemplated thereby, (c) the appropriation of moneys sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year, or (d) the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

All capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Lease.

Dated: **MARCH 12, 2009**

CITY OF CLINTON, MISSISSIPPI

By Rosemary G. Aultman

ROSEMARY AULTMAN

Its MAYOR

Kenneth R. Dreher, P.A.

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

KENNETH R. DREHER
ATTORNEY AT LAW

JANINE BELL
PARALEGAL

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

March 12, 2009

Trustmark National Bank
Nolan Aikens, Vice President
1151 Pinehaven Boulevard
Clinton, MS 39056

Re: Lease-Purchase Agreement dated as of March 12, 2009, between Trustmark National Bank ("Lessor") and the City of Clinton, Mississippi ("Lessee") VIN 1FTSW20559EA42176 (Parks & Recreation)

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and, in this capacity, have reviewed a duplicate original or certified copy of the lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the State of Mississippi (the "State"), duly organized, existing and operating under the constitution and laws of the State.

2. Lessee is authorized and has 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, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee, enforceable in accordance with its terms, except to the extent limited by applicable state and federal laws affecting the enforcement of creditors rights and remedies generally.

4. The authorization, approval 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 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 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 before any court, administrative agency, arbitrator or governmental body or, to the best of my knowledge, threatened, that challenges the authority of Lessee or its officials, officers or employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other 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.

7. (a) The Lease constitutes an obligation of the Lessee which is a political subdivision of the State of Mississippi within the meaning and for the purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings thereunder.

   (b) Subject to the condition set forth in the immediately succeeding sentence, (a) the interest portion of the Lease Payments due under the Lease is excluded from gross income for federal income tax purposes, and (b) the Lease is not a "specified private activity bond" and the interest portion of the Lease Payments due under the Lease is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Lessee comply with all requirements of the Code, compliance with which subsequent to the execution and delivery of the Lease is necessary in order that interest portion of the Lease payments due thereunder be, or continue to be, excluded from gross income for federal income tax purposes. The Lessee has covenanted to comply with each requirement in a Federal Tax Certificate of even date herewith. Failure to comply with certain of such requirements may cause the inclusion of the interest portion of the Lease Payments in gross income for federal income tax purposes to be retroactive to the date of issuance and delivery of the Lease. We express no opinion regarding other federal tax consequences arising with respect to the Lease.

8. The interest portion of the Lease Payments due under the Lease is exempt from State of Mississippi income taxation.

9. The Lease is a qualified tax-exempt obligation as such term is used in Section 265(b)(3) of the Internal Revenue Code of 1986.

Sincerely,

Kenneth R. Dreher
City Attorney
City of Clinton, Mississippi

EXHIBIT F

CITY OF CLINTON, MISSISSIPPI
LEASE-PURCHASE AGREEMENT
DATED AS OF 12TH day of MARCH 2009
FEDERAL TAX CERTIFICATE

Pursuant to the Code and regulations thereunder, I, the undersigned **ROSEMARY AULTMAN, MAYOR of the CITY OF CLINTON, MISSISSIPPI** (the "Lessee"), execute and deliver this certificate for the benefit of all persons interested in the exemption from federal income taxation of the interest to be paid on the Lease-Purchase Agreement (the "Lease") for the purchase of the equipment detailed in Exhibit A, attached hereto, between the Lessee and Trustmark National Bank, as lessor ("Lessor") dated **MARCH 12, 2009** and the tax treatment thereof under the Code.

This certificate may be relied upon as the certificate of the Lessee and is executed for the purpose of establishing the facts and reasonable expectations of the Lessee regarding the Lease. It is based upon facts, circumstances, estimates and expectations of the Lessee on the later to occur of the date on which the Certificate of Acceptance was executed and delivered or funds were disbursed by the Lessor in payment for the Equipment described therein (the "Closing Date"), and, to the best of my knowledge and belief, the expectations of the Lessee set forth herein are reasonable. I certify as follows:

1. I am the duly chosen, qualified and acting **MAYOR** of the Lessee and as such I am charged with the responsibility for executing the Lease. I am familiar with the facts herein certified, and I am duly authorized to execute and deliver this certificate on behalf of the Lessee.

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

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

4. The total cost of the Equipment (including the expenses of issuing the Lease) to be financed pursuant to the Lease is **$19,568.00**. The balance, if any, of the Equipment costs will be provided by the Lessee from its own funds. The amount which the Lessee expects to receive pursuant to the Lease does not exceed the amount required for the aforementioned purpose.

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

6. The Lessee reasonably expects that on the Closing Date the funds needed to acquire the Equipment will be disbursed by the Lessor pursuant to the Lease, and the Lease will thereupon constitute the obligation of the Lessee to repay said funds. The total amount of advances by the Lessor shall not exceed **$19,568.00**.

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

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

9. The Lessee reasonably expects that no separate fund of the Lessee will be used to pay the Principal and Interest Components of the Rental Payments on the Lease.

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

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

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

(ii) In the event it is determined that a rebate is required to the United States to avoid the Obligations being treated as arbitrage bonds under Subsection 148(f), then, in order to assure that there will be funds available to make any payments required pursuant to Subsection 148(f), the Lessee shall establish a separate and special account of the Lessee (to be designated the Rebate Account) into which the Lessee shall deposit: on or before the 30th day following each bond year (as hereinafter defined), (A) an amount equal to the excess of all earnings on all non-purpose investments (within the meaning of Subsection 148(f)) over the amount which would have been earned if such non-purpose investments had been invested at a rate equal to the yield (computed in accordance with Subsection 148(f)) on the Obligations which amounts shall be credited to a fund designated the Excess Income Fund; and (B) all amounts earned on amounts in the Rebate Account, which amounts shall be credited to a fund designated as the Rebate Account Earning Fund. Amounts in the Rebate Account shall be used solely and only to make payments of rebates to the United States as required pursuant to Subsection 148(f), provided that, if at any time the amount in the Rebate Account exceeds the amount which, together with all amounts previously paid to the United States with respect to the Obligations pursuant to Subsection 148(f), will equal the amount which would be required to be rebated to the United States as a result of earnings on non-purpose investments received during the period beginning on the date of delivery of the Obligations and ending on the date of computation, the Lessee may, in its discretion, withdraw such excess from the Rebate Account and apply such monies to the rental payments due under the Lease or, if all payments due on the Obligations shall have been paid in full, and all rebates to the United States payable pursuant to Subsection 148(f) shall have been paid in full, the Lessee may use the amount withdrawn for any purpose permitted under the applicable laws of the State of Mississippi.

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

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

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

(e) In connection with the delivery of the Obligations, the Lessee has not and will not engage in any transaction or series of transactions that attempts to circumvent the provisions of section 148 of the Code and the Treasury Regulations issued thereunder or applicable thereto (a) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (b) increasing the burden on the market for exempt obligations, including, without limitation, the delivery of obligations in the nature of the Obligations that would not otherwise be sold, the incurring of more obligations in the nature of the Obligations than would otherwise be necessary, or the incurring of such obligations sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

12. (a) The Obligation(s) are not private activity bonds within the meaning of Section 141 of the Code.

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

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

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

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

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

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Obligation(s) be (under the terms of the Lease or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a private business use. No party (other than a governmental unit) which shall use all or any part of the property acquired pursuant to the Lease shall make any payments to the Lessee which are in any way related to any property acquired pursuant to the Lease or in any other way related thereto, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of the principal or interest portion of the Rental Payments under the Lease payable during such year, unless the Lessee shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Lease from gross income for federal income tax purposes.

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

14. The Lessee covenants and certifies that no payment of principal of or interest on the Obligation(s) is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Lessee represents, warrants and covenants that none of the proceeds of the Obligation(s) will be: (a) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States, or (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation, other than: (i) the investment of the proceeds of the Obligations for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Obligations are being issued; (ii) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in notes issued by the United States Treasury; (v) or other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

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

All representations, warranties and covenants contained in the Lease are true and correct as of the date of this Certificate.

Dated as of the **MARCH 12, 2009.**

CITY OF CLINTON, MISSISSIPPI, Lessee

By: Rosemary G. Aultman
ROSEMARY AULTMAN
Its: **MAYOR**

ATTEST:

By: Russell L Wall

Its: City Clerk

(SEAL)

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

EXHIBIT G

CERTIFICATE OF INSURANCE

See the attached Certificate of Insurance

The City of Clinton is a self insurer of all its vehicles and equipment. As such an insurance policy is not available.

Form **8038-GC**

(Rev. November 2000)

Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority Check box if **Amended Return** ▶ ☐

1 Issuer's name: **City of Clinton, Mississippi**	2 Issuer's employer identification number: **64 : 6000260**
3 Number and street (or P.O. box if mail is not delivered to street address): **P. O. Box 156**	Room/suite
4 City, town, or post office, state, and ZIP code: **Clinton, MS 39060**	5 Report number: 5
6 Name and title of officer or legal representative whom the IRS may call for more information: **Rosemary Aultman, Mayor**	7 Telephone number of officer or legal representative: ( )

Part II Description of Obligations Check if reporting: a single issue ☑ **or** on a consolidated basis ☐

8a	Issue price of obligation(s) (see instructions)	8a	**$19,568.00**
b	Issue date (single issue) **or** calendar year (consolidated) (see instructions) ▶ **03/12/2009**		
9	Amount of the reported obligation(s) on line 8a:		
a	Used to refund prior issue(s)	9a	
b	Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	9b	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☑

11 If any obligation is in the form of a lease or installment sale, check this box ▶ ☑

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

Sign Here

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

Rosemary H. Aultman 4.9.09 ▶ **Rosemary Aultman, Mayor**

Issuer's authorized representative — Date — Type or print name and title

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file **Form 8038-G,** Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return,** file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return,** file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T,** Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use **Form 8038,** Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**

• More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, **and**

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on **Form SS-4,** Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

Line 5. After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

Lines 9a and 9b. For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice

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

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	1 hr., 58 min.
Preparing the form	3 hr., 3 min.
Copying, assembling, and sending the form to the IRS	16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send the form to this address. Instead, see **Where To File** on page 1.

Form **8038-GC**

(Rev. November 2000)

Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I **Reporting Authority** Check box if **Amended Return** ▶ ☐

1 Issuer's name City of Clinton, Mississippi	2 Issuer's employer identification number 64 : 6000260
3 Number and street (or P.O. box if mail is not delivered to street address) P. O. Box 156	Room/suite
4 City, town, or post office, state, and ZIP code Clinton, MS 39060	5 Report number 5
6 Name and title of officer or legal representative whom the IRS may call for more information Rosemary Aultman, Mayor	7 Telephone number of officer or legal representative ( )

Part II **Description of Obligations** Check if reporting: a single issue ☑ **or** on a consolidated basis ☐.

8a Issue price of obligation(s) (see instructions)	8a	$19,568.00
b Issue date (single issue) **or** calendar year (consolidated) (see instructions) ▶ 03/12/2009		
9 Amount of the reported obligation(s) on line 8a:		
a Used to refund prior issue(s)	9a	
b Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank) . .	9b	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box . . . ▶ ☑

11 If any obligation is in the form of a lease or installment sale, check this box . . . . ▶ ☑

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

Sign Here

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

▶ Rosemary G. Aultman 4.09.09 ▶ Rosemary Aultman, Mayor

Issuer's authorized representative Date Type or print name and title

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file **Form 8038-G,** Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return,** file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return,** file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T,** Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use **Form 8038,** Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and

• More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, **and**

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on **Form SS-4,** Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

Line 5. After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

Lines 9a and 9b. For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice

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

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	1 hr., 58 min.
Preparing the form	3 hr., 3 min.
Copying, assembling, and sending the form to the IRS	16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send the form to this address. Instead, see **Where To File** on page 1.

[redacted]

Mississippi - UCC1 FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Nolan Aikens 601-944-7969

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Trustmark National Bank
P.O. Box 291
Jackson, MS 39205

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, Mississippi					
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	1D. COUNTY #	
P. O. Box 156	Clinton	MS	39060	25	
[redacted] ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
	Municipality	Mississippi		☑ 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	2D. COUNTY #	
[redacted] 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				
Trustmark National Bank				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
P. O. Box 291	Jackson	MS	39205	US

4. This FINANCING STATEMENT covers the following collateral:

ONE (1) 2009 FORD F250 PICKUP TRUCK, VIN # 1FTSW20559EA42176

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
SECRETARY OF STATE OF MS

Mississippi - UCC1AD FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
City of Clinton, Mississippi

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	11D. COUNTY #

[redacted] ADD'L INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID #, if any | ☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

Trustmark National Bank
203 Clinton Blvd
Clinton, MS 39056
601 354-5077

Trustmark

January 23, 2009

Rosemary Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, Miss. 39060

Dear Mayor Aultman:

I am pleased to inform you that Trustmark National Bank "Trustmark/Bank" has approved the following financing "Commitment" for the City of Clinton, Mississippi "City":

Amount: $19,568.00 (Nineteen Thousand Five Hundred Sixty Eight Dollars), "Lease-Purchase".

Purpose: To fund the lease purchase of One (1) 2008 F250 pickup truck for the Parks and Recreation Department.

Terms: 36 monthly payments each in the amount of $571.39. The total repayment for this loan will be 36 @ $571.39 = $20,570.04.

Interest Rate: The interest rate will be fixed at 3.23% for the entire term of the lease purchase.

Collateral: This Lease-Purchase will be secured by a first lien, provided for in the Lease Purchase Agreement, covering one (1) 2008 Ford F250 pickup truck.

Fees: There will be no fees charged to the City for this financing.

Prepayment: This Lease-Purchase does not have a prepayment penalty.

This offer is subject to the following general terms and conditions:

1. **AUTHORITY**: The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required. Further, this transaction must be designated by a resolution or order of the Board Of Aldermen ("the Board") as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.

2. **DOCUMENTATION**: Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an **opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation**. The City will also complete an IRS Form 8038-GC in a timely manner and provide a copy to Trustmark.

3. **EXPIRATION:** The aforementioned quote will expire at midnight, February 16, 2009, unless accepted prior to then by the City or extended by mutual agreement between Trustmark and the City.

I hope that you find the terms and conditions set out in this Commitment acceptable. If so, please acknowledge your acceptance by signing one copy of this letter at the bottom and returning it to me in the enclosed envelope.

Sincerely,
Nolan Aikens
Nolan Aikens
Vice President

Acceptance

The terms and conditions of this Commitment are accepted this the 3rd day of February, 2009.

The City of Clinton Mississippi

By: Rosemary D. Aultman Mayor
Title

[redacted]

2009 Ford F250	Park & Rec
1FTSW20559EA42176	P-5

"THIS IS A BILL OF SALE"

BUTCH OUSTALET, INC.

GULFPORT, MISSISSIPPI 39503
(228) 863-5525
WIGGINS, MISSISSIPPI 39577
(601) 928-5486
www.butchoustalet.com

Ford

LINCOLN Mercury

DEAL 57722
PHONE

No. 63442

9T1215 2

Stock No.

Salesman	ANDERSON, JOHN E
Date	02/26/09
Sold To	CITY OF CLINTON
Address	PO BOX 156
	CLINTON
State	MS 39056

NEW OR USED	MAKE OF CAR	MODEL	YEAR	BODY STYLE	SERIAL NUMBER	COLOR	KEY
NEW	FORD	F250 PIC	2009	PU	1FTSW20559EA42176	WHITE	

TRADE

Used Car Allowance	N/A
Balance Owed	N/A
Net Trade Allowance	N/A
Balance Owed To:	
Make Used Car / Type / Year	
Stock No. / Motor No.	
License No. / Title No.	

001-305-740

RECEIVED
FEB 27 2009
PURCHASING DEPT.
CITY OF CLINTON

Basic Price of Unit	19568.00
MILES 11	
Total Car and Accessories	19568.00
Sales Tax	N/A
Administration & Notary	N/A
Title Fee	N/A
GRAND TOTAL	19568.00
Net Trade In Allowance	N/A
Deposit	N/A
Cash on Delivery	N/A
Balance Due BUTCH OUSTALET, INC.	19568.00

Title Fee N/A

E-MAIL ADDR:

Balance In ______ Months at 19568.00 Beginning 02/26/09

Finance Company

Insurance Company

RECEIVED
MAR 5 2009
ACCOUNTING DEPT.
CITY OF CLINTON

PR 5

CUSTOMER COPY

Form 78-002-07-7-1-000 (Rev. 04/07)

780020771000

STATE TAX COMMISSION

DEPARTMENT OF REVENUE
TITLE BUREAU · POST OFFICE BOX 1383
JACKSON, MISSISSIPPI 39215

APPLICATION FOR CERTIFICATE OF TITLE

ENTER COMPLETE MISSISSIPPI TITLE NO.

9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

TITLE TYPE: ORIGINAL (O) X (First Miss. Title. Attach M.C.O. or other state title.) — CORRECTION (C) (Attach Miss. Title) — TRANSFER (T) (Attach Miss. Title) — LIEN CHANGE (L) (Attach Miss. Title)

HAIL (H) — FLOOD (F) X — SALVAGE (S) — REBUILT (R) — OTHER

VEHICLE TYPE: PASS. (1) — TRK. TRACTOR (2) — AMB. (3) — TRK. (4) X — BUS (5) — PVT. TLR. (6) — MOTORCYCLE (7) — MOTOR HOME CAB (8) — TRK.TLR. (9)

YEAR	MAKE	MODEL/SERIES	CYL	NO. PASS OR GVW	BODY TYPE	COLOR	NEW	USED	FUEL	VEHICLE IDENTIFICATION NO. (VIN)	ODOMETER CODE EXAMPLE 00-123456
2009	FORD	F250 PIC	8		PU	WHITE	X		G	1FTSW20559EA42176	00-11

CODE: 00-ACTUAL 11-EXCEEDS LIMIT 12-NOT ACTUAL-DISCREPANCY

FROM WHOM PURCHASED (NAME): BUTCH OUSTALET INC.
STREET / APT. / P.O. BOX: 9274 HWY 49 NORTH
CITY: GULFPORT STATE: MS ZIP CODE: 39503
PREVIOUS TITLE NO.: TITLING STATE: TAG NO.: 50 EXP.YR.:

OWNER(S) LAST NAME, FIRST, INITIAL (&; &/OR; OR) FIRST, INITIAL: CITY OF CLINTON
STREET / APT. / P.O. BOX: PO BOX 156
CITY: CLINTON STATE: MS ZIP CODE: 39056 CO. CODE: 251
DATE OF PURCHASE: 02/26/2009 YR.
TRADE IN: YES ☐ NO X
PURCHASED OUT OF STATE: YES ☐ NO X

1st LIENHOLDER NAME:
STREET ADDRESS:
CITY: STATE: ZIP CODE:
LIENHOLDER NUMBER Contact Lienholder & get this
DATE OF LIEN: 02/26/2009 YR.

2nd LIENHOLDER NAME:
STREET ADDRESS:
CITY: STATE: ZIP CODE:
LIENHOLDER NUMBER Contact Lienholder & get this
DATE OF LIEN MO. DAY YR.

BUTCH OUSTALET INC.
NAME OF SELLER
BY [signature]
AUTHORIZED SIGNATURE

I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE, AND THIS VEHICLE WILL NOT BE SUBJECT OF LIEN PRIOR TO RECEIPT OF TITLE UNLESS INDICATED ABOVE.

*** DISCLOSURE STATEMENT AND PRIVACY ACT NOTICE ***

DRIVER'S LICENSE NUMBERS ARE REQUIRED BY STATE LAW AND WILL BE USED IN THE ADMINISTRATION OF STATE MOTOR VEHICLE LAWS. THE COMMISSION IS AUTHORIZED TO COLLECT THE INFORMATION PURSUANT TO 42 U.S.C. § 405(c)(2)(C) AND MISS. CODE ANN. § 63-21-15. TITLES AND REGISTRATION RECORDS MAY BE RELEASED ONLY PURSUANT TO 18 U.S.C. §§ 2721-2725. FAILURE TO PROVIDE THE INFORMATION WILL RESULT IN THE DENIAL OF A CERTIFICATE OF TITLE.

OWNER'S SIGNATURE [signature] (PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE) — DRIVER'S LICENSE NUMBER

JOINT OWNER'S SIGNATURE (PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE) (IF THERE IS NO JOINT OWNER LEAVE THIS LINE BLANK) — DRIVER'S LICENSE NUMBER

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE HAS BEEN PHYSICALLY INSPECTED BY ME AND THAT THE V.I.N. AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FURTHER, I IDENTIFIED THE PERSON SIGNING THE APPLICATION AND WITNESSED HIS SIGNATURE.

BUTCH OUSTALET INC.
DESIGNATED AGENT
BY [signature]
AUTHORIZED SIGNATURE

DESIGNATED AGENT NO. 37-701-858-00 DATE 02/26/2009

78 73220

(6/93)
See reverse of copy 4 for important information

CITY OF CLINTON

CUSTOMER'S NAME

9T1215

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, BUTCH OUSTALET INC. (transferor's name, Print)

state that the odometer now reads 11 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD	F250 PICKUP	PU
VEHICLE IDENTIFICATION NUMBER		YEAR
1FTSW20559EA42176		2009

X

TRANSFEROR'S SIGNATURE

BUTCH OUSTALET, INC.

PRINTED NAME

9274 HWY 49 NORTH

TRANSFEROR'S ADDRESS (STREET)

GULFPORT, MS 39503

CITY STATE ZIP CODE

02/26/09

DATE OF STATEMENT

X

TRANSFEREE'S SIGNATURE

CITY OF CLINTON

PRINTED NAME

CITY OF CLINTON

TRANSFEREE'S NAME

PO BOX 156

TRANSFEREE'S ADDRESS (STREET)

CLINTON, MS 39056

CITY STATE ZIP CODE

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 7, 2009 AGENDA ITEM NO. 10

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval of a resolution authorizing and approving the Mayor to execute an equipment Lease-Purchase agreement with Trustmark National Bank for the purpose of Lease-Purchasing a 2009 Ford F250 Pickup Truck for the Street Department.

INTRODUCED BY: Russell Wall

BOARD ACTION: MOTION MADE BY: Peace

SECONDED BY: Barnett

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH TRUSTMARK NATIONAL BANK 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 Trustmark National Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

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

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

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

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

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

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and 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 2009.

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 2009, Lessee has designated $18,945.00 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 2009 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 2009 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 Alderwoman Peace moved that the foregoing resolution be adopted; Alderman Barnett 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 Bishop	AYE
Alderwoman Peace	AYE
Alderman Morgan	AYE
Alderman Barnett	AYE

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 7th day of April 2009.

Rosemary G. Aultman

Rosemary G. Aultman, Mayor

ATTEST:

Russell L. Wall

Russell L. Wall, City Clerk

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

(SEAL)

Street Department

Trustmark

Public Finance
Commercial Loan Application

Branch/RC No. **512/8017** Officer No.: 139
Note No.: ______ Sec. Off.: 615
Date: 1-23-09 Check No.: ______

Customer Information Physical Address (if nec.):

Customer Name/Address: City of Clinton	Telephone: Home: Business: 601-924-5462	SSN/Tax Id (of 1st name shown) 64-6000260
300 Jefferson Street Clinton, Ms 39056	Type Account: Individual; __ Partnership; __ Corporation; __ Fiduciary; __ Nonprofit Organization; __ Professional Association	Business of Customer: City Government SIC: 92-1120
Purpose of Loan: Lease-Purchase		Financial Statement: Date 9-30-07; Net Worth: 67,845,681; Net Profit After: Taxes/Income: 23,021,142; x Infile; __ Requested; x Audited; __ Unaudited
Repayment Source: Annual Appropriation		

Transaction

Amount: $ 18,945.00

Maturity Terms: 36 mths, mthly pay

x New Note ___ Renewal ___ Participation
___ Line/Credit ___ Set Up ___ Renewal ___ Non-Revol.
1st Advance $ ______ Revolving

See attached Amortization Schedule

LINE FEES CHARGED Yes ___ No x

___ ______ % of Total Line*
___ ______ % of unadvanced*
___ ______ % of O/S Balance*
___ $ ______ one time comm. fee
___ other ______
(inspection fees, etc.)
* Frequency ______

Pricing

x Fixed Interest Rate of 3.23 %			5	**Public Fund Loan Type**
___ TNB Variable Interest Rate	Plus ___	Other ___	x	**Bank Qualified**
___ Discount Rate	Plus ___	Other ___	___	**Non Bank Qualified**
___ Other Index ___	Plus ___	Other ___	x	**Federal Tax Exempt**
___ Initial Rate ___	Plus ___	Ceiling ___	x	**State Tax Exempt**
			D	**Tax Code**

ACCRUAL METHOD
___ 360 / Actual Day ___ 365 / Actual Day x 360 / 30 Day Month

Collateral (Detail all collateral including value and source of value. See reverse for real estate. Include vehicle make, model, SN & odometer reading.)

(1) 2009 Ford F250 Pickup Truck
Vin # 1FTSW20539EA55914

Risk Rating: 3

Number Times Renewed: ______ Last Prin. Red. Date: ______ Orig. Date/Amount: ______

Co-Makers, Partners, Guarantors: (Attach additional sheet with same format if additional space is needed.)

Name/Address ___ Co-Maker	___ Partner ___ Guaranty dated		in the amount of $
	F/S dated	N/W	Income of $
	SSN		Tel #
Name/Address ___ Co-Maker	___ Partner ___ Guaranty dated		in the amount of $
	F/S dated	N/W	Income of $
	SSN		Tel #
Name/Address ___ Co-Maker	___ Partner ___ Guaranty dated		in the amount of $
	F/S dated	N/W	Income of $
	SSN		Tel #

If secured by Real Estate (business purpose only) complete the following:

___ Purchase ___ Equity ___ Improve rental property Other Refinance	___ Construction ___ Residential Spec. ___ Residential Custom ___ Residential Dev.	___ Owner Occupied ___ Rental Resale
___ First Mortgage Second Mortgage	___ Income Producing Take out: ___ TNB ___ Other ___ None	___ Residential ___ Commercial Land Only
Market Value Of Property $	Appraised By	Date of Appraisal
Amount of Existing Mtg. $	Mortgagee	Attorney
Equity: $	Insurance Amount	Insurance Company
Amount This Loan:	Purchase Price	Street Address
Percent - Total Loans to Value %	Comments	

Insurance (coverage on all collateral except Real Estate)

Has insurance coverage been verified x Yes ___ No
Have you requested a copy of the policy showing Trustmark as loss payee ___ Yes ___ No
Agent name SELF Amount Required $
Agent Address Telephone Number

Disbursement Instructions

___ Deposit check to maker's Account # ___ Issue out of bank check to
Special Instructions, wires, etc.:

Additional Information

Note will be signed by (business loans only): Name Name Borrowing Resolution in file x Yes No	___ Politician x City ___ State ___ County ___ Federal ___ Insider ___ Officer ___ Director ___ Stockholder Office held:
Debt Summary: Present Debt $ 56,839 This Request + $ Total $ Related Debt: $ $	Credit Life ___ Yes Single DOB Insurance x No Joint DOB Charge account for payments ___ Yes ___ No DDA A/C # Bal.
Comments: lease-purchase Rosemary G. Aultman	___ Approved Senior Loan Committee: Commercial Loan Comm: Problem Loan Committee: Other:
	___ Declined (see reasons in comments section) Gross revenue amount: $ 45,579,868 Loan Officer Co-Officer

LEASE-PURCHASE AGREEMENT

Between

TRUSTMARK NATIONAL BANK

As Lessor

and

the

CITY OF CLINTON, MISSISSIPPI

As Lessee

Dated as of the 12th day of March 2009

THIS LEASE-PURCHASE AGREEMENT ("Lease") dated as of the **12TH** day of **MARCH 2009** between Trustmark National Bank, a national banking association organized and existing under the laws of the United States of America, as lessor ("Lessor") whose address is **1151 PINEHAVEN BLVD., CLINTON, MS, 39056 and CITY OF CLINTON, MISSISSIPPI**, as lessee ("Lessee"), whose address is **P.O. BOX 156, CLINTON, MS, 39060**.

RECITALS

Lessee is authorized by law to acquire items of property as are needed to carry out its governmental functions and to acquire such property by entering into lease-purchase agreements.

Lessee has determined that it is necessary for it to acquire the hereafter described Equipment.

Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease.

NOW THEREFORE, in the joint and mutual exercise of their powers and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENTS

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified.

Code: The Internal Revenue Code of 1986, as amended.

Contractor: The manufacturer(s) or vendor(s) from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery, sale and/or installation of the Equipment.

Equipment: The property described in Exhibit A.

Fiscal Year: The twelve months fiscal period of Lessee which commences on **SEPTEMBER 30TH** in every year and ends on the following **SEPTEMBER 30TH**.

Governing Body: The **MAYOR and BOARD OF ALDERMEN** of the Lessee.

Interest Component: The portion of any Rental Payment designed as interest as shown in Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award paid with respect to the Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the Governing Body to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: At any particular time: (i) liens on Lessee's interest in the Equipment for taxes and assessments not then delinquent, (ii) this Lease and any amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right which secures an amount not then due and owing for goods or services.

Principal Component: The portion of any Rental Payment designed as principal in Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in Exhibit C, the amount set forth opposite such date assuming all Rental Payments and other amounts due from Lessee to Lessor have been paid as and when due.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term as shown in Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee ordered the Equipment from a Contractor.

State: The State of Mississippi.

State and Federal Law or Laws: The Constitution and any laws of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any agency of the United States.

Term: Unless sooner terminated pursuant to the provisions of this Lease, the period of time commencing upon the date of the execution hereof and ending on **12TH** day of **MARCH 2012.**

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a **MUNICIPALITY**, which is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The official of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's Governing Body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) The Equipment will be used only to carry out the governmental purposes and to perform essential governmental functions of Lessee.

(f) Upon delivery and installation of the Equipment, Lessee will provide Lessor with a completed and executed Certificate of Acceptance in the form attached hereto as Exhibit D. If Lessee fails to execute and deliver a Certificate of Acceptance within 5 business days after delivery and installation of the Equipment, Lessee shall be deemed to have done so.

(g) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit E.

(h) Upon the execution of this Lease, unless waived by Lessor, Lessee will provide to Lessor a Federal Tax Certificate in the form attached hereto as Exhibit F.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America.

(b) Lessee is duly authorized to transact business in the State; has the power to own and lease the Equipment; and has duly authorized the execution and delivery of this Lease.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Subject to and conditioned upon the delivery of the Equipment by Contractor, Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right, at all reasonable times, to examine and inspect the Equipment and to maintain and care for same if Lessee fails to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for the Term.

Section 4.2. Termination Due To Non-Appropriation. In the sole event of Non-appropriation prior to an event of default, Lessee shall have the right to terminate this Lease, in whole, but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.6. Lessee may effect such termination by giving Lessor written notice of termination and by paying to Lessor all Rental Payments which are due through the date of termination. Lessee shall endeavor to give Lessor not less than 60 days prior written notice of termination and shall notify Lessor as soon as reasonably possible of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall execute any documents reasonably requested by Lessor to release its interest in the Equipment.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The appropriate department representative of Lessee will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means at its disposal to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due for such Fiscal Year. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and released and conveyed its interest in the Equipment to Lessor within ten days after the termination of this Lease, 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 coming due for the period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions.

Section 4.5. Nonsubstitution. If this Lease is terminated by Lessee in accordance with Section 4.2, Lessee agrees that for a period of one year after termination, to the extent allowed by law, it will not purchase or lease other property or contract with any third party to perform the same functions as, or functions taking the place of, those performed by the Equipment; provided, however, that this restriction shall not be applicable in the event the Equipment previously has been sold by Lessor and the amount received from such sale, less all costs of such sale, is sufficient to pay the Purchase Option Price applicable through the last Rental Payment.

Section 4.6. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) the termination thereof by Lessee in accordance with Section 4.2;

(b) the exercise by Lessee of its option to purchase the Equipment pursuant to Article X;

(c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or

(d) the expiration of the Term if Lessee has made all Rental Payments required Lessee hereunder as and when due and has otherwise performed its obligations hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of the Lease in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease or to such other person or entity and at such other places as Lessor may, from time to time, designate by written notice to Lessee. If any Rental Payment is not paid within 10 days of the due date thereof, to the extent allowed by law, Lessee shall also be liable to Lessor for a late payment charge equal to the greater of $50.00 or four percent of the amount of the delinquency plus interest on the amount of the delinquency at the per annum rate of interest equal to the lesser of 11 percent or the maximum rate allowed by law.

Section 5.2. Current Expense. Lessor and Lessee agree that the intent of this Lease is that the obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, 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 for the benefit of Lessee of any taxes or other moneys in the annual budget of Lessee (or the proceeds or net proceeds of the Equipment) to the payment of any Rental Payment or other amount due hereunder.

Section 5.3. Principal and Interest Components. Each Rental Payment consists of a Principal Component and an Interest Component, all as more fully described in Exhibit B.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments and other payments required hereunder shall be absolute and unconditional. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all such payments required hereunder as and when due and shall not withhold any such payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments. Lessee's obligation to make any payment required hereunder shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Section 5.5. Tax Exemption. (a) Lessee acknowledges and agrees that the Rental Payments have been calculated by Lessor assuming that the Interest Component of each Rental Payment is exempt from federal income taxation. Lessee will do and refrain from doing all things necessary and appropriate to insure that the Interest Component of all Rental Payments is exempt from federal income taxation. In that regard, Lessee represents, covenants and warrants that:

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

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

(iii) No portion of the cost of the Equipment will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(iv) The Lessee will execute and file all information statements required by Section 149(e) of the Code and timely pay amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code.

(b) Lessee and Lessor acknowledge that Lessee has designated this Lease as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.

(c) In the event any governmental taxing authority successfully imposes an income tax on the Interest Component or imposes an income tax on the interest component under any similar lease of Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Lease, then Lessee agrees to pay additional Rental Payments retroactively from the date of such imposition through the end of the Term during which such tax is imposed in an amount adequate to compensate Lessor, on an after-tax basis, for the tax imposition.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation or other general use of the Equipment are covered by a liability insurance policy or program acceptable to Lessor. To the extent allowed by law, Lessee shall cause Lessor to be named as an additional insured in such policy. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall maintain in effect during the Term of the Lease, casualty insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that if a claim is made for a total loss of the Equipment such insurance proceeds will be sufficient to pay the applicable Purchase Option Price. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with a deductible not in excess of $1,000.00. The Net Proceeds of insurance required by this Section shall be applied to the purchase of the Equipment as provided in Section 6.7.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry Worker's Compensation Insurance covering all employees on, in, near or about the Equipment, and, upon request, shall furnish Lessor with certificates evidencing such coverage throughout the Term.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving at least 30 days prior written notice to Lessor; and shall name Lessor as an additional insured under any liability insurance policy and as a loss payee under any casualty insurance policy. At Lessor's request, Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it.

Section 6.5. General Indemnity. To the maximum extent allowed by law, Lessee assumes liability for, and shall indemnify, protect, save, and keep harmless Lessor and its agents, servants, successors, and assigns (each an indemnitee) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against any indemnities, in any way relating to or arising out of this Lease or the enforcement hereof, or the manufacture, purchase, acceptance, rejection, ownership, possession, use, selection, delivery, lease, operation, condition, sale, return, or other disposition of the Equipment or any part thereof (including, without limitation, latent or other defects, whether or not discoverable by Lessee or any other person, any claim in tort for strict liability and any claim for patent, trademark, or copyright infringement); provided, however, that Lessee shall not be required to indemnify any indemnitee for loss or liability arising from acts or events that occur after the Equipment has been returned to Lessor in accordance with this Lease, or for loss or liability resulting solely from the willful misconduct or negligence of such Indemnitee. The provisions of this Section 6.5 shall survive the expiration or earlier termination of this Lease.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, as soon as practicable after such event, either: (i) replace the same at Lessee's sole cost and expense with replacement equipment acceptable to Lessor, whereupon such replacement shall be substituted in this Lease by appropriate documentation; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit C. Lessee shall notify Lessor of which course of action it will take within 15 days after the loss, destruction or damage. If Lessee elects clause (i) but fails to perform its obligation thereunder within 30 days after the loss, destruction or damage, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit C immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be made available to Lessee to be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS 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 the Equipment shall not be subject to any lien or encumbrance created or arising through Lessor.

ARTICLE VII
OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use or operate the Equipment improperly, carelessly, in violation of any State or Federal laws, or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall, at Lessee's expense, comply with all State and Federal Laws, that require changes or additions to be made to the Equipment.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes, special assessments, and other charges of any kind which are lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof with respect to the Term. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section. Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its reasonable determination, the interest of Lessor in the Equipment could be materially endangered by nonpayment of any such items, in which event Lessee shall promptly pay such taxes, assessments and charges or provide Lessor with full security against any loss which may result from non-payment, in form reasonably satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary 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 11 percent per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term, and so long as Lessee is not in default as provided in Article XII, legal title to the Equipment and any and all replacements, accessories, substitutions and modifications thereto shall be in Lessee. Upon termination of this Lease for any of the reasons specified in clauses (a) and (c) of Section 4.6., full and an encumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In such event, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest in the Equipment. Upon termination of this Lease for either of the reasons specified in clauses (b) and (d) Section 4.6, Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain and Lessee hereby grants to Lessor, a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all, replacements, accessories, substitutions and modifications thereto in order to secure the Rental Payments and the other obligations of Lessee hereunder. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to perfect such security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment and maintain such markings during the Term, so as clearly to disclose Lessor's interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary promptly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or 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 mortgage, pledge, lien, charge, encumbrances or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may, at any time and from time to time, in its sole discretion and at its own expense, install other accessories and components upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing such accessories or components under a conditional sale or lease/purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any part of the Equipment, except that Lessee shall not be permitted to remove or disable safety features or devices. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal law or those contemplated by this Lease. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification of the Equipment; provided, that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may, in good faith, contest any lien filed or established against the Equipment, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its opinion, by nonpayment of any such item the interest of Lessor in the Equipment could be materially endangered or the Equipment or any part thereof could be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form reasonably satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. Lesser and Lessee agree that the Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

EQUIPMENT WARRANTIES

Section 9.1. Selection of Equipment. Lessor and Lessee agree that this is a "finance lease" under Article 2A of the Uniform Commercial Code. The Equipment and the Contractor have been selected by Lessee, and Lessor has no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, or any delay or failure to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. To the extent it may legally do so, Lessor hereby assigns to Lessee during the Term, all of its interest in all Contractor's warranties and guarantees, express or implied, applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. To the extent it may legally do so, Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY 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.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit C, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than 30 days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due and the applicable Purchase Option Price set forth in Exhibit C. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the Purchase Option by Lessee, Lessor shall convey or release to Lessee all of its right, title and interest in and to the Equipment by delivery to Lessee of such documents as Lessee reasonably deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. All of Lessor's right, title and/or interest in and to the Equipment, this Lease, the Rental Payments and other amounts due hereunder may be assigned and reassigned, in whole or in part, to one or more assignees or subassignee at any time, without the consent of Lessee. Such assignment shall not be effective with respect to Lessee unless and until Lessor shall have filed a copy or written notice thereof with Lessee.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned transferred, mortgaged, or otherwise pledged by Lessee, in whole or in part, without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to compliance with each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased in form and substance satisfactory to Lessor.

(iii) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest Component of the Rental Payments to become subject to federal income taxation.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever used in this Lease with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease within five days of the time specified herein.

(ii) Failure by Lessee to provide the insurance coverages required herein.

(iii) Failure by Lessee to observe and perform any covenant, condition or agreement (other than as referred to in Clauses (i) or (ii) of this Section) on its part to be observed or performed, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iv) The filing by Lessee of a voluntary petition in bankruptcy; the 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 or proprietary function; the adjudication of Lessee as a bankrupt; the granting by Lessee of an assignment for the benefit of creditors; the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable, in whole or in part, to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have occurred and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) With or without terminating this Lease, declare all Rental Payments due or to become due to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.

(ii) With or without terminating this Lease, by written notice to the Lessee, request the Lessee to (and the Lessee agrees that it will), at the Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 12.3 hereof, or the Lessor, at its option, may (i) enter upon the premises where the Equipment is located and take immediate possession of and remove the same, (ii) require the Lessee to assemble the Equipment and make the Equipment available to the Lessor at a place to be designated by the Lessor which is reasonably convenient to both parties, and/or (iii) without removal, the Lessor may render the Equipment unuseable, and may sell or otherwise dispose of the Equipment on the Lessee's premises at a public or private sale with such sale to meet the requirements of a public or private sale with the application of the sale proceeds all as provided in Section 12.2(iii). Lessee hereby expressly waives any damages occasioned by such repossession or other disposal of Equipment as provided in this paragraph (ii). If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit C (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments as and when due. If the Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall use its best efforts promptly to sell the Equipment, as a unit or in parts, in a commercially reasonable manner at public or private sale in accordance with applicable laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the balance of any Rental Payments owed by Lessee through the date of termination, and (d) the Purchase Option Price.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay all amounts specified in Section 12.2(iii)(a)-(c), Lessee shall be liable for the deficiency and Lessor may take any other remedy available at law or in equity to require Lessee to perform its obligations hereunder.

Notwithstanding any other provision of this Section 12.2, Lessor shall be entitled to damages with respect to the Lease in an amount equal to, but not in excess of, the economic equivalent intended to be provided by Lessee's payment of the Rental Payments and/or Purchase Option Price provided for herein, as and when due, plus any amount necessary to compensate Lessee for all costs, fees and expenses incurred as a result of Lessee's default.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments or the Purchase Option Price, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment, at Lessee's cost and expense, to such place within the State as Lessor shall specify; or (ii) by shipping the same, freight prepaid, to a place within the United States specified by Lessor. If Lessee fails to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge Lessee with the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power nor shall it be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of any obligation or agreement of the defaulting party hereunder, the defaulting party agrees that it will, on demand, pay to the nondefaulting party the reasonable fees of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail, postage prepaid, to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial information. During the Term of the Lease, within 180 days of Lessee's fiscal year end Lessee will provide Lessor with current financial statements and such other financial information as may be requested by Lessor or its assignee.

Section 13.3 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4 Book Entry. The Lessor's interest in this Lease and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the Term of this Lease, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

Section 13.5. Severability. In the event any provision of this 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 13.6. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.7. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 13.8. 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, for indicating the commencement date and for carrying out the expressed intention of this Lease.

Section 13.9. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor and Lessee have has caused this Lease to be executed by their duly authorized officers or officials as of the date first above written.

TRUSTMARK NATIONAL BANK, Lessor

By Nolan Aikens
NOLAN AIKENS

Its **VICE PRESIDENT**

CITY OF CLINTON, MISSISSIPPI, Lessee

By Rosemary G. Aultman
ROSEMARY AULTMAN

Its **MAYOR**

EXHIBIT A

EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

Quantity	Description	VIN
(1)	2009 FORD F250 PICKUP TRUCK	1FTSW20539EA55914

(SEE ATTACHED INVOICE)

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee:	**CITY OF CLINTON, MISSISSIPPI**
Commencement Date of Lease:	**MARCH 12, 2009**
Number and Frequency of Payments:	**THIRTY-SIX (36) MONTHLY PAYMENTS**

Rental Payment Schedule

Due Date	Payment Number	Total Payment	Principal Component	Interest Component
See Attached Schedule				

Compound Period ....: Monthly

Nominal Annual Rate ....: 3.230 %
Effective Annual Rate ...: 3.278 %
Periodic Rate ....: 0.2692 %
Daily Rate ....: 0.00897 %

CASH FLOW DATA

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	03/12/2009	18,945.00	1		
2	Payment	04/12/2009	552.87	36	Monthly	03/12/2012

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	03/12/2009				18,945.00
1	04/12/2009	552.87	50.99	501.88	18,443.12
2	05/12/2009	552.87	49.64	503.23	17,939.89
3	06/12/2009	552.87	48.29	504.58	17,435.31
4	07/12/2009	552.87	46.93	505.94	16,929.37
5	08/12/2009	552.87	45.57	507.30	16,422.07
6	09/12/2009	552.87	44.20	508.67	15,913.40
7	10/12/2009	552.87	42.83	510.04	15,403.36
8	11/12/2009	552.87	41.46	511.41	14,891.95
9	12/12/2009	552.87	40.08	512.79	14,379.16
2009	Totals	4,975.83	409.99	4,565.84	
10	01/12/2010	552.87	38.70	514.17	13,864.99
11	02/12/2010	552.87	37.32	515.55	13,349.44
12	03/12/2010	552.87	35.93	516.94	12,832.50
13	04/12/2010	552.87	34.54	518.33	12,314.17
14	05/12/2010	552.87	33.15	519.72	11,794.45
15	06/12/2010	552.87	31.75	521.12	11,273.33
16	07/12/2010	552.87	30.34	522.53	10,750.80
17	08/12/2010	552.87	28.94	523.93	10,226.87
18	09/12/2010	552.87	27.53	525.34	9,701.53
19	10/12/2010	552.87	26.11	526.76	9,174.77
20	11/12/2010	552.87	24.70	528.17	8,646.60
21	12/12/2010	552.87	23.27	529.60	8,117.00
2010	Totals	6,634.44	372.28	6,262.16	
22	01/12/2011	552.87	21.85	531.02	7,585.98
23	02/12/2011	552.87	20.42	532.45	7,053.53
24	03/12/2011	552.87	18.99	533.88	6,519.65
25	04/12/2011	552.87	17.55	535.32	5,984.33
26	05/12/2011	552.87	16.11	536.76	5,447.57
27	06/12/2011	552.87	14.66	538.21	4,909.36
28	07/12/2011	552.87	13.21	539.66	4,369.70

	Date	Payment	Interest	Principal	Balance
29	08/12/2011	552.87	11.76	541.11	3,828.59
30	09/12/2011	552.87	10.31	542.56	3,286.03
31	10/12/2011	552.87	8.84	544.03	2,742.00
32	11/12/2011	552.87	7.38	545.49	2,196.51
33	12/12/2011	552.87	5.91	546.96	1,649.55
2011	Totals	6,634.44	166.99	6,467.45	
34	01/12/2012	552.87	4.44	548.43	1,101.12
35	02/12/2012	552.87	2.96	549.91	551.21
36	03/12/2012	552.87	1.66	551.21	0.00
2012	Totals	1,658.61	9.06	1,649.55	
Grand Totals		19,903.32	958.32	18,945.00	

EXHIBIT C

SCHEDULE OF PURCHASE OPTION PRICE

After Payment Number	Purchase Option Price
THIRTY-SIX (36) MONTHLY PAYMENTS	**$1.00**

EXHIBIT D

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting **MAYOR** of the **CITY OF CLINTON, MISSISSIPPI** ("Lessee"); and, with respect to the Lease-Purchase Agreement dated **MARCH 12, 2009** (the "Lease"), by and between Lessee and Trustmark National Bank ("Lessor"), that:

1. The Equipment described in the Lease has been delivered and installed in accordance with Lessee's Specifications and has been accepted by Lessee.

2. The Rental Payments provided for in Exhibit B to the Lease shall commence and be due and payable on **APRIL 12, 2009** and on the **12TH** day of each **MONTH** thereafter, in the amounts shown on Exhibit B to the Lease.

3. 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, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company or self funded group qualified to do business in the State insurance with respect to all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Term, the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

Operations related to public services in the **MUNICIPALITY**

7. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, or to the best of Lessee's knowledge, threatened, that challenges (a) the authority of Lessee or its officers or employees to enter into the Lease, (b) the proper authorization, approval and execution of the Lease and other documents contemplated thereby, (c) the appropriation of moneys sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year, or (d) the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

All capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Lease.

Dated: **MARCH 12, 2009**

CITY OF CLINTON, MISSISSIPPI

By Rosemary G. Aultman

ROSEMARY AULTMAN

Its MAYOR

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

March 12, 2009

Trustmark National Bank
Nolan Aikens, Vice President
1151 Pinehaven Boulevard
Clinton, MS 39056

Re: Lease-Purchase Agreement dated as of March 12, 2009, between Trustmark National Bank ("Lessor") and the City of Clinton, Mississippi ("Lessee") VIN 1FTSW20539EA55914 (STREETS)

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and, in this capacity, have reviewed a duplicate original or certified copy of the lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the State of Mississippi (the "State"), duly organized, existing and operating under the constitution and laws of the State.

2. Lessee is authorized and has 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, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee, enforceable in accordance with its terms, except to the extent limited by applicable state and federal laws affecting the enforcement of creditors rights and remedies generally.

4. The authorization, approval 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 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 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 before any court, administrative agency, arbitrator or governmental body or, to the best of my knowledge, threatened, that challenges the authority of Lessee or its officials, officers or employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other 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.

7. (a) The Lease constitutes an obligation of the Lessee which is a political subdivision of the State of Mississippi within the meaning and for the purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings thereunder.

   (b) Subject to the condition set forth in the immediately succeeding sentence, (a) the interest portion of the Lease Payments due under the Lease is excluded from gross income for federal income tax purposes, and (b) the Lease is not a "specified private activity bond" and the interest portion of the Lease Payments due under the Lease is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Lessee comply with all requirements of the Code, compliance with which subsequent to the execution and delivery of the Lease is necessary in order that interest portion of the Lease payments due thereunder be, or continue to be, excluded from gross income for federal income tax purposes. The Lessee has covenanted to comply with each requirement in a Federal Tax Certificate of even date herewith. Failure to comply with certain of such requirements may cause the inclusion of the interest portion of the Lease Payments in gross income for federal income tax purposes to be retroactive to the date of issuance and delivery of the Lease. We express no opinion regarding other federal tax consequences arising with respect to the Lease.

8. The interest portion of the Lease Payments due under the Lease is exempt from State of Mississippi income taxation.

9. The Lease is a qualified tax-exempt obligation as such term is used in Section 265(b)(3) of the Internal Revenue Code of 1986.

Sincerely,

Kenneth R. Dreher
City Attorney
City of Clinton, Mississippi

EXHIBIT F

CITY OF CLINTON, MISSISSIPPI
LEASE-PURCHASE AGREEMENT
DATED AS OF 12TH day of MARCH 2009
FEDERAL TAX CERTIFICATE

Pursuant to the Code and regulations thereunder, I, the undersigned **ROSEMARY AULTMAN, MAYOR of the CITY OF CLINTON, MISSISSIPPI** (the "Lessee"), execute and deliver this certificate for the benefit of all persons interested in the exemption from federal income taxation of the interest to be paid on the Lease-Purchase Agreement (the "Lease") for the purchase of the equipment detailed in Exhibit A, attached hereto, between the Lessee and Trustmark National Bank, as lessor ("Lessor") dated **MARCH 12, 2009** and the tax treatment thereof under the Code.

This certificate may be relied upon as the certificate of the Lessee and is executed for the purpose of establishing the facts and reasonable expectations of the Lessee regarding the Lease. It is based upon facts, circumstances, estimates and expectations of the Lessee on the later to occur of the date on which the Certificate of Acceptance was executed and delivered or funds were disbursed by the Lessor in payment for the Equipment described therein (the "Closing Date"), and, to the best of my knowledge and belief, the expectations of the Lessee set forth herein are reasonable. I certify as follows:

1. I am the duly chosen, qualified and acting **MAYOR** of the Lessee and as such I am charged with the responsibility for executing the Lease. I am familiar with the facts herein certified, and I am duly authorized to execute and deliver this certificate on behalf of the Lessee.

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

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

4. The total cost of the Equipment (including the expenses of issuing the Lease) to be financed pursuant to the Lease is **$18,945.00**. The balance, if any, of the Equipment costs will be provided by the Lessee from its own funds. The amount which the Lessee expects to receive pursuant to the Lease does not exceed the amount required for the aforementioned purpose.

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

6. The Lessee reasonably expects that on the Closing Date the funds needed to acquire the Equipment will be disbursed by the Lessor pursuant to the Lease, and the Lease will thereupon constitute the obligation of the Lessee to repay said funds. The total amount of advances by the Lessor shall not exceed **$18,945.00**.

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

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

9. The Lessee reasonably expects that no separate fund of the Lessee will be used to pay the Principal and Interest Components of the Rental Payments on the Lease.

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

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

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

(ii) In the event it is determined that a rebate is required to the United States to avoid the Obligations being treated as arbitrage bonds under Subsection 148(f), then, in order to assure that there will be funds available to make any payments required pursuant to Subsection 148(f), the Lessee shall establish a separate and special account of the Lessee (to be designated the Rebate Account) into which the Lessee shall deposit: on or before the 30th day following each bond year (as hereinafter defined), (A) an amount equal to the excess of all earnings on all non-purpose investments (within the meaning of Subsection 148(f)) over the amount which would have been earned if such non-purpose investments had been invested at a rate equal to the yield (computed in accordance with Subsection 148(f)) on the Obligations which amounts shall be credited to a fund designated the Excess Income Fund; and (B) all amounts earned on amounts in the Rebate Account, which amounts shall be credited to a fund designated as the Rebate Account Earning Fund. Amounts in the Rebate Account shall be used solely and only to make payments of rebates to the United States as required pursuant to Subsection 148(f), provided that, if at any time the amount in the Rebate Account exceeds the amount which, together with all amounts previously paid to the United States with respect to the Obligations pursuant to Subsection 148(f), will equal the amount which would be required to be rebated to the United States as a result of earnings on non-purpose investments received during the period beginning on the date of delivery of the Obligations and ending on the date of computation, the Lessee may, in its discretion, withdraw such excess from the Rebate Account and apply such monies to the rental payments due under the Lease or, if all payments due on the Obligations shall have been paid in full, and all rebates to the United States payable pursuant to Subsection 148(f) shall have been paid in full, the Lessee may use the amount withdrawn for any purpose permitted under the applicable laws of the State of Mississippi.

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

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

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

(e) In connection with the delivery of the Obligations, the Lessee has not and will not engage in any transaction or series of transactions that attempts to circumvent the provisions of section 148 of the Code and the Treasury Regulations issued thereunder or applicable thereto (a) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (b) increasing the burden on the market for exempt obligations, including, without limitation, the delivery of obligations in the nature of the Obligations that would not otherwise be sold, the incurring of more obligations in the nature of the Obligations than would otherwise be necessary, or the incurring of such obligations sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

12. (a) The Obligation(s) are not private activity bonds within the meaning of Section 141 of the Code.

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

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

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

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

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

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Obligation(s) be (under the terms of the Lease or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a private business use. No party (other than a governmental unit) which shall use all or any part of the property acquired pursuant to the Lease shall make any payments to the Lessee which are in any way related to any property acquired pursuant to the Lease or in any other way related thereto, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of the principal or interest portion of the Rental Payments under the Lease payable during such year, unless the Lessee shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Lease from gross income for federal income tax purposes.

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

14. The Lessee covenants and certifies that no payment of principal of or interest on the Obligation(s) is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Lessee represents, warrants and covenants that none of the proceeds of the Obligation(s) will be: (a) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States, or (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation, other than: (i) the investment of the proceeds of the Obligations for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Obligations are being issued; (ii) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in notes issued by the United States Treasury; (v) or other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

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

All representations, warranties and covenants contained in the Lease are true and correct as of the date of this Certificate.

Dated as of the **MARCH 12, 2009.**

CITY OF CLINTON, MISSISSIPPI, Lessee

By: Rosemary G. Aultman
ROSEMARY AULTMAN
Its: **MAYOR**

ATTEST:

By: Russell L Wall

Its: City Clerk

(SEAL)

EXHIBIT G

CERTIFICATE OF INSURANCE

See the attached Certificate of Insurance

The City of Clinton is a self insurer of all its vehicles and equipment. As such an insurance policy is not available.

Form **8038-GC**

(Rev. November 2000)

Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority Check box if **Amended Return** ▶ ☐

1 Issuer's name: City of Clinton, Mississippi	2 Issuer's employer identification number: 64 : 6000260
3 Number and street (or P.O. box if mail is not delivered to street address): P. O. Box 156	Room/suite
4 City, town, or post office, state, and ZIP code: Clinton, MS 39060	5 Report number: 5
6 Name and title of officer or legal representative whom the IRS may call for more information: Rosemary Aultman, Mayor	7 Telephone number of officer or legal representative: ( )

Part II Description of Obligations Check if reporting: a single issue ☑ or on a consolidated basis ☐

8a	Issue price of obligation(s) (see instructions)	8a	$18,945.00
b	Issue date (single issue) **or** calendar year (consolidated) (see instructions) ▶ 03/12/2009		
9	Amount of the reported obligation(s) on line 8a:		
a	Used to refund prior issue(s)	9a	
b	Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	9b	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☑		
11	If any obligation is in the form of a lease or installment sale, check this box ▶ ☑		
12	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box ▶ ☐		

Sign Here

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

Rosemary A. Aultman — Issuer's authorized representative

4.08.09 — Date

Rosemary Aultman, Mayor — Type or print name and title

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file **Form 8038-G**, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return,** file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return,** file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T,** Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use **Form 8038,** Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and

• More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, **and**

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on **Form SS-4**, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

Line 5. After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

Lines 9a and 9b. For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice

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

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	1 hr., 58 min.
Preparing the form	3 hr., 3 min.
Copying, assembling, and sending the form to the IRS	16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send the form to this address. Instead, see **Where To File** on page 1.

Form **8038-GC**

(Rev. November 2000)

Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority Check box if **Amended Return** ▶ ☐

1 Issuer's name **City of Clinton, Mississippi**	2 Issuer's employer identification number **64 : 6000260**
3 Number and street (or P.O. box if mail is not delivered to street address) **P. O. Box 156**	Room/suite
4 City, town, or post office, state, and ZIP code **Clinton, MS 39060**	5 Report number 5
6 Name and title of officer or legal representative whom the IRS may call for more information **Rosemary Aultman, Mayor**	7 Telephone number of officer or legal representative ( )

Part II Description of Obligations Check if reporting: a single issue ☑ **or** on a consolidated basis ☐

8a	Issue price of obligation(s) (see instructions)	8a	$18,945.00
b	Issue date (single issue) **or** calendar year (consolidated) (see instructions) ▶ 03/12/2009		
9	Amount of the reported obligation(s) on line 8a:		
a	Used to refund prior issue(s)	9a	
b	Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	9b	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☑		
11	If any obligation is in the form of a lease or installment sale, check this box ▶ ☑		
12	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box ▶ ☐		

Sign Here

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

Rosemary D. Aultman 4.08.09 Rosemary Aultman, Mayor

Issuer's authorized representative — Date — Type or print name and title

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file **Form 8038-G,** Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return,** file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return,** file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T,** Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use **Form 8038,** Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**

• More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, **and**

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on **Form SS-4,** Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

Line 5. After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

Lines 9a and 9b. For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice

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

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	1 hr., 58 min.
Preparing the form	3 hr., 3 min.
Copying, assembling, and sending the form to the IRS	16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send the form to this address. Instead, see **Where To File** on page 1.

[redacted]

Mississippi - UCC1 FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Nolan Aikens 601-944-7969

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Trustmark National Bank
P.O. Box 291
Jackson, MS 39205

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, Mississippi				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS: P. O. Box 156	CITY: Clinton	STATE: MS	POSTAL CODE: 39060	1D. COUNTY #: 25
[redacted] 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	2D. COUNTY #
[redacted] 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: Trustmark National Bank				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS: P. O. Box 291	CITY: Jackson	STATE: MS	POSTAL CODE: 39205	COUNTRY: US

4. This FINANCING STATEMENT covers the following collateral:

ONE (1) 2009 FORD F250 PICKUP TRUCK, VIN # 1FTSW20539EA55914

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
SECRETARY OF STATE OF MS

Mississippi - UCC1AD FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

City of Clinton, Mississippi

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	11D. COUNTY #

[redacted]	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any ☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

Trustmark National Bank
203 Clinton Blvd
Clinton, MS 39056
601 354-5077

Trustmark

January 23, 2009

Rosemary Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, Miss. 39060

Dear Mayor Aultman:

I am pleased to inform you that Trustmark National Bank "Trustmark/Bank" has approved the following financing "Commitment" for the City of Clinton, Mississippi "City":

Amount: $18,945.00 (Eighteen Thousand Nine Hundred Forty Five Dollars), "Lease-Purchase".

Purpose: To fund the lease purchase of One (1) 2008 F250 pickup truck for the Street Department.

Terms: 36 monthly payments each in the amount of $553.20. The total repayment for this loan will be 36 @ $553.20 = $19,915.20.

Interest Rate: The interest rate will be fixed at 3.23% for the entire term of the lease purchase.

Collateral: This Lease-Purchase will be secured by a first lien, provided for in the Lease Purchase Agreement, covering one (1) 2008 Ford F250 pickup truck.

Fees: There will be no fees charged to the City for this financing.

Prepayment: This Lease-Purchase does not have a prepayment penalty.

This offer is subject to the following general terms and conditions:

1. **AUTHORITY**: The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required. Further, this transaction must be designated by a resolution or order of the Board Of Aldermen ("the Board") as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.

2. **DOCUMENTATION**: Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an **opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation**. The City will also complete an IRS Form 8038-GC in a timely manner and provide a copy to Trustmark.

3. **EXPIRATION:** The aforementioned quote will expire at midnight, February 16, 2009, unless accepted prior to then by the City or extended by mutual agreement between Trustmark and the City.

I hope that you find the terms and conditions set out in this Commitment acceptable. If so, please acknowledge your acceptance by signing one copy of this letter at the bottom and returning it to me in the enclosed envelope.

Sincerely,
Nolan Aikens
Nolan Aikens
Vice President

Acceptance

The terms and conditions of this Commitment are accepted this the 3rd day of FEBRUARY, 2009.

The City of Clinton Mississippi

By: Rosemary G. Aultman Mayor
Title

2009 Ford F250 1FTSW20539EA55914

E-62 Sewer

CITY OF CLINTON

CUSTOMER'S NAME

9T1225

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, BUTCH OUSTALET INC. (transferor's name, Print)

state that the odometer now reads 11 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD	F250 PICKUP	PU
VEHICLE IDENTIFICATION NUMBER		YEAR
1FTSW20539EA55914		2009

X

TRANSFEROR'S SIGNATURE

BUTCH OUSTALET, INC.

PRINTED NAME

9274 HWY 49 NORTH

TRANSFEROR'S ADDRESS (STREET)

GULFPORT, MS 39503

CITY STATE ZIP CODE

02/27/09

DATE OF STATEMENT

X

TRANSFEREE'S SIGNATURE

CITY OF CLINTON

PRINTED NAME

CITY OF CLINTON

TRANSFEREE'S NAME

PO BOX 156

TRANSFEREE'S ADDRESS (STREET)

CLINTON, MS 39060

CITY STATE ZIP CODE

ODOM-103-N (4/89)

Reynolds and Reynolds

Form 78-002-07-7-1-000 (Rev. 04/07)

780020771000

DEPARTMENT OF REVENUE
TITLE BUREAU - POST OFFICE BOX 1383
JACKSON, MISSISSIPPI 39215

APPLICATION FOR CERTIFICATE OF TITLE

ENTER COMPLETE MISSISSIPPI TITLE NO.

9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

TITLE TYPE	
ORIGINAL (0) — First Miss. Title. Attach M.C.O. or other state title.	X
CORRECTION (C) — Attach Miss. Title	
TRANSFER (T) — Attach Miss. Title	
LIEN CHANGE (L) — Attach Miss. Title	
HAIL (H)	
FLOOD (F)	
SALVAGE (S)	
REBUILT (R)	
OTHER	

VEHICLE TYPE: PASS. (1) [ ] TRK. TRACTOR (2) [ ] AMB. (3) [ ] TRK. (4) [X] BUS (5) [ ] PVT. TLR. (6) [ ] MOTORCYCLE (7) [ ] MOTOR HOME CAB (8) [ ] TRK.TLR. (9) [ ]

YEAR	MAKE	MODEL/SERIES	CYL	NO. PASS OR GVW	BODY TYPE	COLOR	NEW	USED	FUEL	VEHICLE IDENTIFICATION NO. (VIN)	ODOMETER CODE EXAMPLE 00-123456
2009	FORD	F250 PIC	8		PU	WHITE	X		G	1FTSW20539EA55914	00-11

CODE: 00-ACTUAL 11-EXCEEDS LIMIT 12-NOT ACTUAL-DISCREPANCY

FROM WHOM PURCHASED (NAME)			STREET / APT. / P.O. BOX /
BUTCH OUSTALET INC.			9274 HWY 49 NORTH

CITY	STATE	ZIP CODE	PREVIOUS TITLE NO.	TITLING STATE	TAG NO.	EXP.YR.
GULFPORT	MS	39503			01	

OWNER(S) LAST NAME, FIRST, INITIAL (& &/OR; OR) FIRST, INITIAL	STREET / APT. / P.O. BOX /
CITY OF CLINTON	PO BOX 156

CITY	STATE	ZIP CODE	CO. CODE	DATE OF PURCHASE	TRADE IN	PURCHASED OUT OF STATE
CLINTON	MS	39060	251	02/27/2009 YR.	NO X	NO X

1st LIENHOLDER NAME			STREET ADDRESS	
CITY	STATE	ZIP CODE	LIENHOLDER NUMBER Contact Lienholder & get this	DATE OF LIEN
				02/27/2009 YR.

2nd LIENHOLDER NAME			STREET ADDRESS	
CITY	STATE	ZIP CODE	LIENHOLDER NUMBER Contact Lienholder & get this	DATE OF LIEN MO. DAY YR.

BUTCH OUSTALET INC.
NAME OF SELLER

BY ____________ AUTHORIZED SIGNATURE

I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE, AND THIS VEHICLE WILL NOT BE SUBJECT OF LIEN PRIOR TO RECEIPT OF TITLE UNLESS INDICATED ABOVE.

*** DISCLOSURE STATEMENT AND PRIVACY ACT NOTICE ***

DRIVER'S LICENSE NUMBERS ARE REQUIRED BY STATE LAW AND WILL BE USED IN THE ADMINISTRATION OF STATE MOTOR VEHICLE LAWS. THE COMMISSION IS AUTHORIZED TO COLLECT THE INFORMATION PURSUANT TO 42 U.S.C. § 405(c)(2)(C) AND MISS. CODE ANN. § 63-21-15. TITLES AND REGISTRATION RECORDS MAY BE RELEASED ONLY PURSUANT TO 18 U.S.C. §§ 2721-2725. FAILURE TO PROVIDE THE INFORMATION WILL RESULT IN THE DENIAL OF A CERTIFICATE OF TITLE.

OWNER'S SIGNATURE ____________ (PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE) ____________ DRIVER'S LICENSE NUMBER

JOINT OWNER'S SIGNATURE ____________ (PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE) (IF THERE IS NO JOINT OWNER LEAVE THIS LINE BLANK) ____________ DRIVER'S LICENSE NUMBER

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE HAS BEEN PHYSICALLY INSPECTED BY ME AND THAT THE V.I.N. AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FURTHER, I IDENTIFIED THE PERSON SIGNING THE APPLICATION AND WITNESSED HIS SIGNATURE.

BUTCH OUSTALET INC.
DESIGNATED AGENT

BY ____________ AUTHORIZED SIGNATURE

DESIGNATED AGENT NO. 437-701-858-00

DATE 02/27/2009

7847325 3
APPLICATION NUMBER

(6/93)
See reverse of copy 4 for Important Information

FORD LINCOLN Mercury

DEAL 57736

BUTCH OUSTALET, INC.

GULFPORT, MISSISSIPPI 39503
(228) 863-5525
WIGGINS, MISSISSIPPI 39577
(601) 928-5486
www.butchoustalet.com

No. 63445

Stock No. 9T1225

Salesman: ANDERSON, JOHN E

Date: 02/27/09

Sold To: CITY OF CLINTON

Address: PO BOX 156

State: CLINTON MS 39060

NEW OR USED	MAKE OF CAR	MODEL	YEAR	BODY STYLE	SERIAL NUMBER	COLOR	KEY
NEW	FORD	F250 PIC	2009	PU	1FTSW20539EA55914	WHITE	

TRADE

Used Car Allowance: N/A

Balance Owed: N/A

Net Trade Allowance: N/A

Balance Owed To:

Make Used Car: Type: Year:

Stock No.: Motor No.:

License No.: Title No.:

Basic Price of Unit	18945.00
MILES 11	
Total Car and Accessories	18945.00
Sales Tax	N/A
Administration & Notary	N/A
Title Fee	N/A
GRAND TOTAL	18945.00
Net Trade In Allowance	N/A
Deposit	N/A
Cash on Delivery	N/A
Balance Due BUTCH OUSTALET, INC.	18945.00

Title Fee: N/A

E-MAIL ADDR:

Total: In ____ Months at 18945.00 Beginning 02/27/09

Finance Company:

Insurance Company:

CUSTOMER COPY

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 7, 2009 AGENDA ITEM NO. 11

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Authorize the Mayor to sign a contract for $8,400.00 with the Hinds County Election Commission for the use of voting machines and other election services for the upcoming 2009 City Elections.

INTRODUCED BY: Russell Wall

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Bishop

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

CONTRACTURAL AGREEMENT BETWEEN THE CITY OF CLINTON AND THE HINDS COUNTY ELECTION COMMISSION

Whereas, the City of Clinton has requested the services of the Hinds County Election Commission and "the use of Hinds County's voting machines and assistance with required activities relative to conducting both the primary election(s) and the general election, and

Whereas, the Statewide Election Management Systems (SEMS) requires that all Municipalities provide the definitive data that encompasses their individual municipality; and Wards where appropriate, and

Whereas, the information acquired and previously entered into **SEMS** must now be converted to a **Municipal Module as designated by Secretary of State,** this process is relegated for use in the upcoming **Municipal Election**, and

Whereas the Touch Screen Voting Machines are easily damaged if not properly handled and must be maintained, programmed, and tested in specific manner set forth by the vendor; by the machine specialist, technicians and executed by Hinds County in order to work properly and to keep the warranty intact, and

Whereas machine repair is costly i.e. a screen that is damaged will cost $200-400 uninstalled, it must be emphasized that Hinds County will not absorb any costs for damage to the voting machines, and

Whereas, the City of Clinton Election Officials and Election Commissioners developed a list of designated responsibilities for all parties concerned., and

Now, therefore the parties hereto agree as follows:

1. That the Election Commission of Hinds County shall provide the City of Clinton registration information and poll books for each voting precinct of the City of Clinton within Hinds County for every election (primary, runoff, general, runoff) during the term of this Agreement.

2. The Election Commission of Hinds County shall be responsible for ensuring that the registration information and poll books are maintained in accordance with state law and shall remove disqualified electors and add qualified electors as provided by state law.

3. <u>Performance</u>. The Hinds County Election Commission shall maintain the registration information and poll books in accordance with the National Voting Registration (NVRA)Act of 1993 and the Help America Vote Act (HAVA) of 2002, as amended from time to time. Attached hereto as Exhibit A is a Memorandum of Understanding (MOU) with regard to the duties of the City of Clinton and the Election Commission

4. <u>Notice of Change in Precinct Lines or Polling Places</u>. The Hinds County Election Commission shall promptly notify the City of Clinton in the event of a proposed precinct

boundary line or polling place change by the County.

5. Term. This Agreement shall commence upon the execution of this Agreement and continue for until tasks and duties are completed according to state law.

6. Compensation. The Election Commission of Hinds County has researched and developed a Document, in exhibit A, outlining the tasks to be performed by the Commissioners in assisting the City of Clinton in conducting the Municipal Primaries to be held on May 5, 2009, the runoff Election to be held on May 19, and the General Election to be held on June 2, 2009; costs incurred for the supplies and materials needed for the election which includes the use of the WINVOTE touch screen voting machines, and supplies for those machines.

   With the acquisition of the touch screen voting machines, the SEMS system in which each County must enter and maintain their voter rolls, prepare the ballot, print the poll books in preparation for the Election, the scanner and the cost of ballots and technical support, the magnitude and scope of the technical duties performed by the Hinds County Election Commissioners have significantly expanded in the last four years beyond previous duties required in conducting an Election. The Commission has reviewed election procedures, and tasks that must be performed and all of the information listed below in order to establish a fee for the elections.

   Extensive in depth formal training by the Office of the Secretary of State as set forth by the Help America Vote Act (HAVA) 2002, required for the use of the SEMS Municipal Module, uniquely qualifies the Hinds County Election Commission in the performance of these duties and tasks.

The fee incurred by the City of Clinton is $8,400.00 for the Municipal Primary Elections, for the Primary Runoff, and for the General Election and Runoff, if needed, based on 16,000 registered voters in the City, this amount is $.525 per voter.

THIS FEE WOULD INCLUDE THE FOLLOWING TASKS, DUTIES, SUPPLIES AND COMPENSATION:

- Ballot preparation in SEMS as well as the AVS Host Computer
- Poll worker training – 24 per class with class requirements set forth by the Commission
- Voter card preparation and labeling (activation and ballot)
- Printing Municipal poll books
- Updating the poll books in SEMS
- Preparation of voting information lists (precinct contact list, a copy of all current City precincts, and a list of the machine specialist and the technicians)
- Revising and printing the machine instruction manual
- Revising and printing the poll worker instruction manual
- Download of the ballot in machines for each election
- Logic and accuracy testing and reports for each election
- Preparing machine disbursement lists for each election
- Verification of affidavits using the SEMS system for each election
- Acceptance of affidavits in SEMS for each election
- Entering rejected absentee ballots in SEMS for each election
- Scanning poll books in SEMS for each election
- Follow up letters to affidavit voters
- Updating information in SEMS from returned cards and affidavit ballots
- Burning and verifying location and ballot cards for each election
- Packing cards and other supplies in supply bags
- Reimbursement for the purchase of voting materials to be used for the election which includes ballot and location cards, card bracelets, keys, usbs, paper rolls, plastic bags, pens, seals for the machines, seals for the absentee bags, clear zip plastic bags, paper for printing ballot, printer's ink, tape, note pads, name tags, and voter cards
- Prepare Official Certification Forms for Executive Committees and Municipal Election Commissioners
- Enter vote totals into the Official Recapitulation Form to be turned over to the Secretary of State, via the City of Clinton
- Professional assistance of the Election Commissioners on Election Day
- Storing machine data securely for 21 days as required by law
  (Machine Specialist and Technician will transport machines from Wincenter to City Precincts and back to Wincenter as per their contract.)

7. The relative tasks and responsibilities of the Election Commission and the City of Clinton under this contract are set forth on attached Exhibit A – Memorandum of Understanding (MOU).

8. Modification. This Agreement may only be modified in writing with approval of the political bodies which are parties hereto.

CONTRACT AGREEMENT BETWEEN THE CITY OF CLINTON AND THE HINDS COUNTY ELECTION COMMISSION

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 6th day of April, 2009.

BY: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST:

Russell L. Wall
Russell L. Wall, City Clerk

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

ELECTION COMMISSION OF HINDS COUNTY

BY: Lelia G. Rhodes
Lelia Rhodes, Chairman

ATTEST:

Connie Cochran
Connie Cochran, Vice Chairman

EXHIBIT A

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF CLINTON AND THE ELECTION COMMISSION OF THE COUNTY OF HINDS

DATE:__________

HINDS COUNTY ELECTION COMMISSION RESPONSIBILITIES:

The voter rolls will be purged and updated for the May 5th Primary Election, May 19th Runoff, the June 2nd General Election and the Runoff should there be one.

A list of contacts for polling places will be provided.

A ballot will be designed by the Hinds County Election Commission upon receipt of the election information as provided by the City of Clinton. This must be in place in order that all absentees can be available 45 days prior to the election.

Print ballots

Machine ballot and location cards will be prepared and tested

Cards and supplies will be packed in supply bags

Machine assessment and check up list will be provided.

Training Class will be provided by the Commission and each class will be limited to 24 registered students.

Create and provide training materials

Provide City a listed of trained workers

Notify the City of Clinton of schedule to load ballot and L&A testing

Provide City with L&A testing tapes

Provide City with list of machine numbers with assigned precinct, protective counter number and seal number

Verification in SEMS of affidavit ballots for each election.

Absentees will be scanned and the results reported to the City of Clinton.

Totals will be entered in the host machine by the Hinds County Election Commission

- Unofficial results will be provided to the City

- Affidavit votes will be entered in the host machine by the Hinds County Election Commission
- Affidavit votes will be entered in SEMS
- Accepted absentee ballots will be counted by the Party during Primary and City Commissioners during General and entered in host machine by Commission
- Absentees will be entered in SEMS
- Official Election results will be printed and given to the City for certification.

Updated election information will be entered in SEMS

Poll books will be entered in SEMS

Letters will be sent to affidavit voters as needed

Materials needed for conducting the Election such as ballot and location cards, bracelets, tags, keys, usbs, pens, canvass envelopes, voter registers, and other supplies will be provided by the Hinds County Election Commission for use in the election.

Election Commissioners will be available to provide Professional assistance on each Election Day.

The machines will returned to the Clinton City Hall in order to provide a secure location for them to be locked and sealed on election night.

After the elections have been certified, machines will be returned to the Hinds County Machine Warehouse and the USB from the machine will be kept under lock and key for 21 days. The machine print outs will be in the ballot boxes at the City of Clinton.

A list of trained poll workers will be provided.

Machines will be assessed for damage.

....

CITY OF CLINTON RESPONSIBILITIES:

A contract with Hinds County/Election Commission must be negotiated and signed by the City of Clinton and both political parties.

Contracts with the machine specialist and technician for the Hinds County Election Commission must be negotiated.

Information for the ballot must be provided so that an absentee ballot may be in place 45 days prior to the election.

The City Election Commission will be responsible for notifying and registering managers and poll workers of the election class.

- THESE CLASSES WILL BE LIMITED TO 24 PEOPLE PER CLASS. CLASSES MUST NOT BE OVERBOOKED
- A list of workers attending class must be provided at least 1 hour prior to a class
- Poll workers names must appear on the class list in order for them to attend the class.
- Fifteen minutes after the class begins the doors will be locked
- Children should not attend class

The City of Clinton Municipal Election Commissioners and/or respective Executive Committee Members shall be responsible for Completing the Residual Vote Report, required by the Mississippi Secretary of State.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 7, 2009 AGENDA ITEM NO. 12

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Authorize the Mayor to sign a contract for $3,600.00 with Pat Wilson and Clyde Hampton for machine specialist and machine technician services for the upcoming 2009 City Elections.

INTRODUCED BY: Russell Wall

BOARD ACTION:

MOTION MADE BY: Peace

SECONDED BY: Barnett

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

MACHINE SPECIALIST/TECHNICIAN AGREEMENT

This agreement is made and entered into on the day and date shown below, by and between **Pat Wilson** (hereinafter "Specialist") and **Clyde Hampton** (hereinafter "Technician")and the **City of Clinton** (hereinafter "City").

The City agrees to pay **Specialist and Technician** the sum of **$ 3,600.00** for duties and services rendered in preparation for and during the Democratic and Republican Municipal Primary Elections to be held May 5, 2009 and for the General Election on June 2, 2009 and any Runoff Elections needed. This includes delivery of machines and pick up of the voting machines. **This amount also includes logic and accuracy assessments on each machine, cleaning and care of machines, delivery of machines, election day, travel expenses, and the responsibilities listed on the attached sheet.** In accordance with the sunshine law, candidates and interested parties must be allowed to observe the downloading of the ballot and logic and accuracy, the Technician will adhere to the schedule provided for the public. Technician agrees to provide any additional services required by law, keep their cell phone turned on election day, and any other related services, requested by the Commission, which may be necessary for the efficient conduct of the elections.

Specialist and Technician acknowledge and represent that they are independent contractors and not agents or employees of the City. Specialist and Technician assume all risks for injuries or damages sustained in the performance of the duties provided herein and agrees to indemnify the City of Clinton or others resulting from actions of the Specialist or Technician.

WITNESS OUR SIGNATURES on this the 27th day of March, 2009.

Pat N. Wilson	426-36-3269
MACHINE SPECIALIST	SOCIAL SECURITY
Clyde Hampton	425-52-2170
TECHNICIAN	SOCIAL SECURITY
Rosemary G. Aultman	[illegible]
MAYOR	CITY CLERK

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

Machine Specialist and Technician Duties/Responsibilities
City of Clinton Municipal Elections

1. Set up machines to be charged 24 hours before downloading the ballot and L/A

2. See that all machines have an identification number on the case. If missing replace with a new label.

3. All machines must have a numbered USB and that number must match the machine number. If label is wrong or missing, please replace label.

4. Check case for: **handles, rubber bands for legs, and velcro.**

5. Set time and calibrate machines

6. Check to make sure that your red power light is burning.

7. Download the ballot

7. Perform logic/accuracy reports and fill out reports
   A. During L/A test zoom feature
   B. Test audio ballot
   C. Test affidavit feature

8. Clean Screens

9. Make a list of all machine numbers, along with the protective counter number and seal number for each machine assigned to a Precinct.

10. Place new paper roll in each machine.

11. Reset machines and place print out on top of machine

12. See that your paper door is closed and will lock properly .

13. Tag machine by precinct.

14. Tag Master Machines.

15. Pack machines (follow printed instructions)

16. Seal machines.

17. Deliver Machines

18. Cell number will be provided to the City of Clinton and all Precincts.

19. Pick up machines and deliver back to Wincenter. Machines will go through the above procedure again to be ready for the next election.

CITY OF CLINTON AGENDA ITEM FACT SHEET1

13

BOARD MEETING DATE: April 7, 2009
AGENDA ITEM NO.:

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

JBB

Chief J. Barry Burnside

DISCUSSION/ACTION – Request approval to purchase ~~two~~ 3 sets of extrication tools from TNT Rescue with budgeted $20,000. Attached are ~~two~~ 3 quotes.

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Bishop

VOTE CAST:	"AYE"	"NAY"
Brabham	✓	
Hisaw	✓	
Greer	✓	
Bishop	✓	
Fisher	✓	
Morgan	✓	
Barnett	✓	
Mayor Aultman		

ACTION TAKEN:

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

QUOTE

South Ms. Sales & Service

Eddie James
276 McPhail Road
Hattiesburg, MS 39401-9709
Cell (601) 549-6392
Home (601) 544-3217

RECEIVED
MAR 23 2009
CLINTON FIRE DEPT.

Quote for: THE CLINTON FIRE DEPARTMENT

Date: March 23, 2009

Quantity	Description	Amount
	(2) 10,500 PSI HYDRAULIC RESUE SYSTEMS	
2	B.T. 3.0 HONDA POWER UNITS	
2	SL- 28, 28" LIGHTWEIGHT SPREADERS	
2	SLC-28 CUTTERS,156,000 PSI CUTTING FORCE	
4	EXTH 30' HOSES	
	TOTAL	$19,800.00
	SHIPPING AND TRAINING INCLUDED THANK YOU, EDDIE	

RECEIVED
MAR 24 2009
CLINTON FIRE DEPT.

PRO-FIRE EQUIPMENT, L.L.C.

Pierce

The Firefighter's Company   7195 Maygan Dr.--P.O.Box 1038--Olive Branch, MS 38654

QUOTE: [X]   PURCHASE: [ ]

SALES OFFICE
Phone: 662-893-8880
Fax: 662-893-0513
Toll Free: 866-477-6347

SERVICE & PARTS
Phone: 901-948-1625
Toll Free: 800-458-8748

BILL TO: Clinton Fire Department
Telephone:
Fax:

SHIP TO: Clinton Fire Department
ATTN: Chief Burnside

Salesperson:	Date:	Cust. P.O. No.	Ship Date:
Shawn Witt	3/12/2009		
Ship Complete: Y / N	Ship Via:	S.O. No.:	Payment
	ot		

QTY.	PART NUMBER / DESCRIPTION	UNIT $	TOTAL $
2	Holmatro DPU 30 Power Unit Core Technologies	$ 6,485.00	$ 12,970.00
	158.152.121	$ -	$ -
		$ -	$ -
2	Holmatro 4020 Cutter Core Technologies	$ 3,850.00	$ 7,700.00
	158.012.056	$ -	$ -
		$ -	$ -
2	Holmatro 4242 Spreader Core Technologies	$ 5,050.00	$ 10,100.00
	158.012.059	$ -	$ -
		$ -	$ -
4	Holmatro 32' Core Technologies Hose	$ 698.00	$ 2,792.00
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
	ALL TOOLS ARE CERTIFIED TO NFPA 1936	$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
	FREIGHT INCLUDED	FREIGHT:	$ -
		TAX:	$ -
		TOTAL:	$ 33,562.00

SIGNATURE:

QUOTATION

RIVER COUNTRY RESCUE
P. O. BOX 959, ALBANY, LA 70711
1-800-737-5297 / FAX: 225-567-5297
rcrescue@bellsouth.net

March 25, 2009

RECEIVED
MAR 25 2009
CLINTON FIRE DEPT.

Barry Burnside
Clinton Fire Dept.
Clinton, MS

Item:	Price:	Total:
2 ea. Hurst rescue tool sets:	$17,246.00 ea.	$34,492.00

Each set includes:
1 ea. ML-28 spreader,
1 ea. MOC Ultra cutter,
1 ea. ML-4G-AV Honda compact power unit,
2 ea. 30 ft. hydraulic hoses.

Delivery: 3-4 weeks / fob: delivered / terms: net 30 / quote valid for 60 days.

Let me know if you need information on any other tools or on the Streamline fittings that convert your hose to single line twist lock fittings.

There is also information at jawsoflife.com. I can also get you updated information on the Res-Q-Jack stabilizers we talked about a while ago.

Thanks,
Steve Bornkessel
Steve Bornkessel

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 04/07/09 AGENDA ITEM NO. 14

CONSENT AGENDA: ______ TO: ______

FOR: ______

ACCT. NO. ______

DISCUSSION/ACTION: Acceptance of Donation from Clinton Girls Softball Association in the amount of $300.00 for Sponsorship of 2009 Challenger League Softball Equipment.

INTRODUCED BY: ______ TELEPHONE: ______

EXHIBITS FOR REVIEW:

Minutes	____	Invoice	____	Other	____
Ordinance	____	Plans, Maps	____		
Resolution	____	Contract	____		

RECOMMENDATION: ______

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Greer

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 7, 2009 AGENDA ITEM NO. 15

CONSENT AGENDA: TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Change Order #6 for Quisenberry Library

INTRODUCED BY: Richard L. Broome, City Engineer TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other:
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Morgan

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 006	OWNER: ☒
Quisenberry Library Clinton, Mississippi	**DATE:** February 25, 2009	ARCHITECT: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 04055A	CONTRACTOR: ☒
Laws Construction Co., Inc. 2508 Lakeland Drive Flowood, Mississippi 39208	**CONTRACT DATE:** September 05, 2008 **CONTRACT FOR:** General Construction	FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Item One: Extra Excavation	$1,500.00
Item Two: Increased Concrete Material	$ 130.00
Item Three: Increased Rebar Material	$ 700.00
Item Four: Net increase in Concrete Formin	$1,500.00
GC Mark-up (10%)	$ 383.00
Sales Tax (3.63%)	$ 153.00
Total	$4,366.00

The original Contract Sum was	$	6,756,000.00
The net change by previously authorized Change Orders	$	-1,450.00
The Contract Sum prior to this Change Order was	$	6,754,550.00
The Contract Sum will be increased by this Change Order in the amount of	$	4,366.00
The new Contract Sum including this Change Order will be	$	6,758,916.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is January 28, 2010.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
JBHM Architects, PA	Laws Construction Co., Inc.	City of Clinton
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
308 East Pearl Street, Ste. 300, Jackson, Mississippi 39201	2508 Lakeland Drive, Flowood, Mississippi 39208	300 Jefferson Street, Clinton, Mississippi 39056
ADDRESS	**ADDRESS**	**ADDRESS**
Walter Cooper		Rosemary G. Aultman
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Walter Cooper, AIA	John Laws	Rosemary G. Aultman
(Typed name)	*(Typed name)*	*(Typed name)*
2-26-2009	3/2009	4.08.2009
DATE	**DATE**	**DATE**

MEMORANDUM

?08 East Pearl Street, Ste. 300 Jackson, MS 39201 601.352.2699 fax 601.352.2693

JBHM ARCHITECTS

Date: March 24, 2009

To: Richard Broome, PE
City of Clinton

Subject: Quisenberry Library (Change Order #06)
JBHM 04055A

RECEIVED
MAR 2 6 2009
CITY OF CLINTON
ENGINEERING DEPARTMENT

__1_ Total page(s) via fax

Richard,

In response to Lucy Lupo's March 5, 2009 memo regarding Change Order #06, this is offered to address her request for additional information relative to approving that change.

Change Order #06 is driven by a conflict that exists at the stairs along the back side of the library. Changes to some grade beam depths and additional excavation and formwork are needed to facilitate construction. Due to credits realized in other areas affected by this change, the cost was reduced significantly while still providing the necessary changes to complete construction. If this change is not approved, the stairs and related support structures will not be functional and will not be able to be constructed.

?rust this provides sufficient justification for the change. Please advise if you have any further questions or comments regarding this matter.

By: Mark S. Pipper
Mark S. Pipper

cc: Mayor Rosemary Aultman / Lucy Lupo (City of Clinton)
Richard McNeel (JBHM)
Melissa Edwards / Arthur Jones (JBHM)
JBHM #04055A.01

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 7, 2009 AGENDA ITEM NO. 16

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approve the street closure of an unnamed street in the Fairmont Subdivision.

INTRODUCED BY: Ken Dreher

BOARD ACTION:

MOTION MADE BY: Morgan

SECONDED BY: Barnett

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, ABANDONING AN UNNAMED STREET LYING BETWEEN LOT 21 AND LOT 23, AND LOT 22 AND LOT 24, FAIRMONT SUBDIVISION, CITY OF CLINTON, HINDS COUNTY, FIRST DISTRICT, MISSISSIPPI

WHEREAS, on March 3, 2009, there came on for hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, an Agenda matter, being a request by Clinton Public School District (Petitioner), to close or abandon a certain unimproved street located in Clinton, Hinds County, Mississippi described as:

See Exhibit "A" attached hereto and made a part hereof.

WHEREAS, notice of public hearing on the proposed abandonment was published March 12, 2009 in the Clarion Ledger, and;

WHEREAS, a public hearing was held on April 7, 2009, as set out in said notice, and;

WHEREAS, there was no objection to the abandonment of said street as requested by the Petitioner, and;

WHEREAS, said street has never been developed or used by the City of Clinton and therefore no compensation or damages are due to any adjoining land owner, and;

WHEREAS, the evidence of record is that said street or roadway as above described is no longer needed and has in fact never been utilized by the City and in accordance with the request, should be declared abandoned;

NOW, THEREFORE;

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, as follows:

Section 1. The street, thoroughfare, alley or public easement located in Clinton, Hinds County, Mississippi described as:

See Exhibit "A" attached hereto and made a part hereof.

should be, and the same is hereby abandoned as of this date, being April 7, 2009.

Section 2. Title of abandoned property is vested to the owners of the abutting land as set out by law and no damages or compensation is to be paid since Petitioner owns all land on both sides of the property described in Exhibit "A" and, as part of it's Petition for Closure of Unnamed Street, petitioner waived any payment of damages. No other person is entitled to compensation.

Section 3. This Ordinance shall take effect and be in force from and after thirty (30) days; provided, however, the effective date of the abandonment of said alley, thoroughfare or public easement shall be as of the date of April 7, 2009.

SO ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, on the 7th day of April, 2009.

A Motion for adoption was made by Alderman MORGAN and seconded by Alderman BARNETT and the foregoing Ordinance having been first reduced to writing, and no request being made by the Mayor or any member of the Board of Aldermen that the Ordinance be read by the City Clerk, before any vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham:	AYE
Alderman Hisaw:	AYE
Alderman Greer:	AYE
Alderman Bishop:	AYE
Alderwoman ~~Alderman~~ Peace:	AYE
Alderman Morgan:	AYE
Alderman Barnett:	AYE

Whereupon the Mayor declared the Motion carried and the Ordinance approved and adopted.

The foregoing Ordinance was approved this the 7th day of April, 2009.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

By: Russell L. Wall
RUSSELL WALL, City Clerk

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

Prepared by:

Kenneth R. Dreher
KENNETH R. DREHER, P.A.
Post Office Box 1121
Clinton, MS 39060
Telephone: (601)925-5316

mw\Clinton\abandon street
April 6, 2009\jbell

EXHIBIT "A"

An unnamed thirty-five foot wide street located between Lots 21 and 23 and Lots 22 and 24 in Fairmont Subdivision connecting Fairmont Avenue with College Street in the City of Clinton, Hinds County, Mississippi.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 7, 2009 AGENDA ITEM NO. 17

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval of a petition by Morrison Heights Baptist Church to close a part of Mt. Salus Road and to set a Public Hearing – Ken Dreher, City Attorney

for May 5, 2009

INTRODUCED BY: Ken Dreher

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Bishop

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

TO THE MAYOR AND BOARD OF ALDERMAN OF CLINTON, MISSISSIPPI:

PETITION FOR CLOSURE OF PART OF MT. SALUS ROAD

NOW COMES Morrison Heights Baptist Church, by and through its Trustees, and files this its Petition for Closure of a portion of Mt. Salus Road and would show as follows:

Whereas, Morrison Heights Baptist Church ("Morrison Heights") is an unincorporated religions association and currently owns certain property described on Exhibit "A" attached hereto and incorpo rated herein by reference ("the Church Property");

Whereas, the Church Property includes and constitutes property on which Morrison Heights has constructed a church facility and parking lots and on which Morrison Heights will construct other improvements and facilities in the future;

Whereas, the attached plat of the Church Property reflects that a portion of Mt. Salus Road runs across the Church Property, part of which has now been paved and is being used as a church parking lot;

Whereas, Morrison Heights believes that other portions of Mt. Salus Road or other public roads may have in the past been located on other portions of the Church Property;

Whereas, a true and correct copy of a portion of the plat of Survey of Robert B. Barnes, P.E. 3391 and LS 2069, dated May 10, 2005 and revised September 30, 2005, reflecting a portion of Mt. Salus Road that is now on the Church Property is attached as

Exhibit "B" and i ncorporated herein by reference (with the road dividing most of the Church Property into a Northern Tract [North of Mt. Salus Road] and a Southern Tract [South of Mt. Salus Road];

Whereas, only a small portion of Mt. Salus Road shown on Exhibit "B" is be ing used by any member of the public, being that portion of Mt. Salus Road lying and being situated west of a gate constructed by Morrison Heights (with the approximate location of the gate being approximately 35 feet West of an iron pin connecting the South and North Tracts and approximately 560 feet East of the found iron pin being the NW Corner of the Southern Tract);

Whereas, a legal description of the Church Property excluding that portion that is currently used by members of the public west of the gate is attached as Exhibit "C" ("Church Property Excluding Mt. Salus Road West of the Gate");

Whereas, to the best of the knowledge of Morrison Heights, the portion of Mt. Salus Road and/or other public roads over which Morrison Heights has constructed its facilities and parking lots has not been used as a city street for many years, and no members of the public use the portion of Mt. Salus Road or any other public roads encompassed in the description provided in Exhibit "C" as a street;

Whereas, the City of Clinton is being granted a temporary easement for ingress, egress and utilities to and from the gate constructed by the Church on Mt. Salus Road to a gate on the boundary of property owned by the City of Clinton to the East and South of Church property with such temporary easement to expire and be null and void as set forth in that easement upon the acceptance by the City of Clinton of the extension of

Hamstead Boulevard on or near the City property provided the City of Clinton has access upon or an easement for ingress, egress and utilities to the extended road;

Whereas, the portions of Mt. Salus Road and/or other public roads that are encompassed in the description provided in Exhibit "C" constitutes a cloud on the title to the Church Property;

Whereas, Morrison Heights requests the City to close and vacate the portions of Mt. Salus Road and any and all other public roads encompassed by the property described in attached Exhibit "C" in order t o remove the cloud on its title;

Whereas, the City has the right pursuant to Miss. Code Ann. §21-37-7 to close and vacate a street upon payment to the abutting landowners for all damages sustained thereby;

Whereas, the Church owns the land on both sides of the portion of Mt. Salus Road and/or other roads that are encompassed by the property described on Exhibit "C" and no damages will be incurred by closure of this portion of Mt. Salus Road and any and all other public roads encompassed by the property described on Exhibit "C;" and,

Whereas, the Church does not request any damages for closure of the portions of Mt. Salus Road and/or any and all other public roads on the property described on Exhibit "C".

WHEREFORE, PREMISES CONSIDERED, Morrison Heights Baptist Church submits this its Petition for Closure of the portions of Mt. Salus Road and any and all other public roads located on the portion of the Church Property described on

Exhibit "C". Morriso n Heights Baptist Church requests such other general and special relief as may be appropriate under the circumstances.

DATED this the ________ day of ________________, 2009.

Respectfully submitted,

MORRISON HEIGHTS BAPTIST CHURCH

By: ________________________________
Gee Ogletree, One of its Attorneys

Presented By:
Gee Ogletree (MS Bar #3915)
Laura F. Rose (MS Bar # 102256)
Adams and Reese LLP
111 Capitol Building, Suite 350
Post Office Box 24297
Jackson, MS 39225-4297
Telephone: (601) 353-3234

EXHIBIT A

Being situated in the NE ¼ of Section 32 and in the NW ¼ of Section 33, all in Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and being more particularly by metes and bounds as follows, to-wit:

Commence at the southwest corner of Lot 1 of Block "C"of Lakeside Park, a subdivision, the map or plat of which is recorded in Plat Book 8 at Page 49 of the Chancery Records of Hinds County at Jackson, Mississippi, said southwest corner being the **POINT OF BEGINNING** for the parcel herein described; thence North 86° 10' 32" East for a distance of 407.86 feet along the southern line of the said Lakeside Park to an iron pin; thence leave said southern line of Lakeside Park and run South 00° 10' 32" West for a distance of 347.30 feet; thence South 74° 28' 44" East for a distance of 453.19 feet; thence run 225.21 feet along the arc of a 133.00 foot radius curve to the left, said arc having a 199.25 foot chord which bears North 53° 13' 02" East; thence South 00° 24' 33" West for a distance of 368.99 feet; thence South 88° 27' 06" East for a distance of 427.00 feet; thence South 00° 23' 11" West for a distance of 866.71 feet; thence North 83° 07' 00" West for a distance of 430.00 feet; thence North 84° 28' 53" West for a distance of 876.00 feet; thence North 02° 29' 25" West for a distance of 116.95 feet; thence run 85.92 feet along the arc of a 85.00 foot radius curve to the left, said arc having a 82.31 foot chord which bears North 28° 43' 49" West; thence South 00° 26' 12" East for a distance of 209.95 feet; thence South 84° 03' 31" East for a distance of 549.18 feet to a ½" square iron rod found; thence South 18° 25' 54" East for a distance of 133.85 feet to fence post found; thence South 24° 03' 02" West for a distance of 879.78 feet along a chain link fence line to a fence post found; thence South 24° 12' 20" West for a distance of 135.65 feet to a ½" square iron rod found; thence South 89° 12' 32' West for a distance of 165.92 feet along a barbed wire fence line to a ½" square iron rod found; thence South 00° 26' 12" East for a distance of 35.69 feet to the northern right of way Interstate Highway No. 20; thence North 58° 08' 35" West for a distance of 593.50 feet along the said northern right of way line to an iron pin; thence run 142.87 feet along the arc of a 17,084.73 foot radius curve to the right along the said northern right of way line, said arc having a 142.87 foot chord which bears North 57° 54' 12" West; thence leave said northern right of way line of Interstate Highway No. 20 and run North 01° 08' 13" East for a distance of 985.97 feet to an existing iron pin; thence South 89° 47' 30" East for a distance of 595.12 feet to an iron pin; thence South 00° 26' 12" East for a distance of 3.90 feet; thence North 89° 50' 30" East for a distance of 139.58 feet to a fence corner; thence North 00° 23' 00" West for a distance of 537.75 feet to a fence corner; thence North 87° 12' 38" West for a distance of 59.89 feet to a found iron pin; thence North 88° 41' 17" West for a distance of 436.70 feet; thence North 00° 52' 22" West for a distance of 184.46 feet; thence South 89° 35' 43" West for a distance of 32.60 feet to a found iron pin; thence North 05° 14' 36" West for distance of 489.95 feet to a found iron pin; thence South 88° 43' 27" East for a distance of 145.59 feet; thence North 86° 10' 32" East for a distance of 218.60 feet to the to the **POINT OF BEGINNING,** containing 65.2499 acres, more or less.

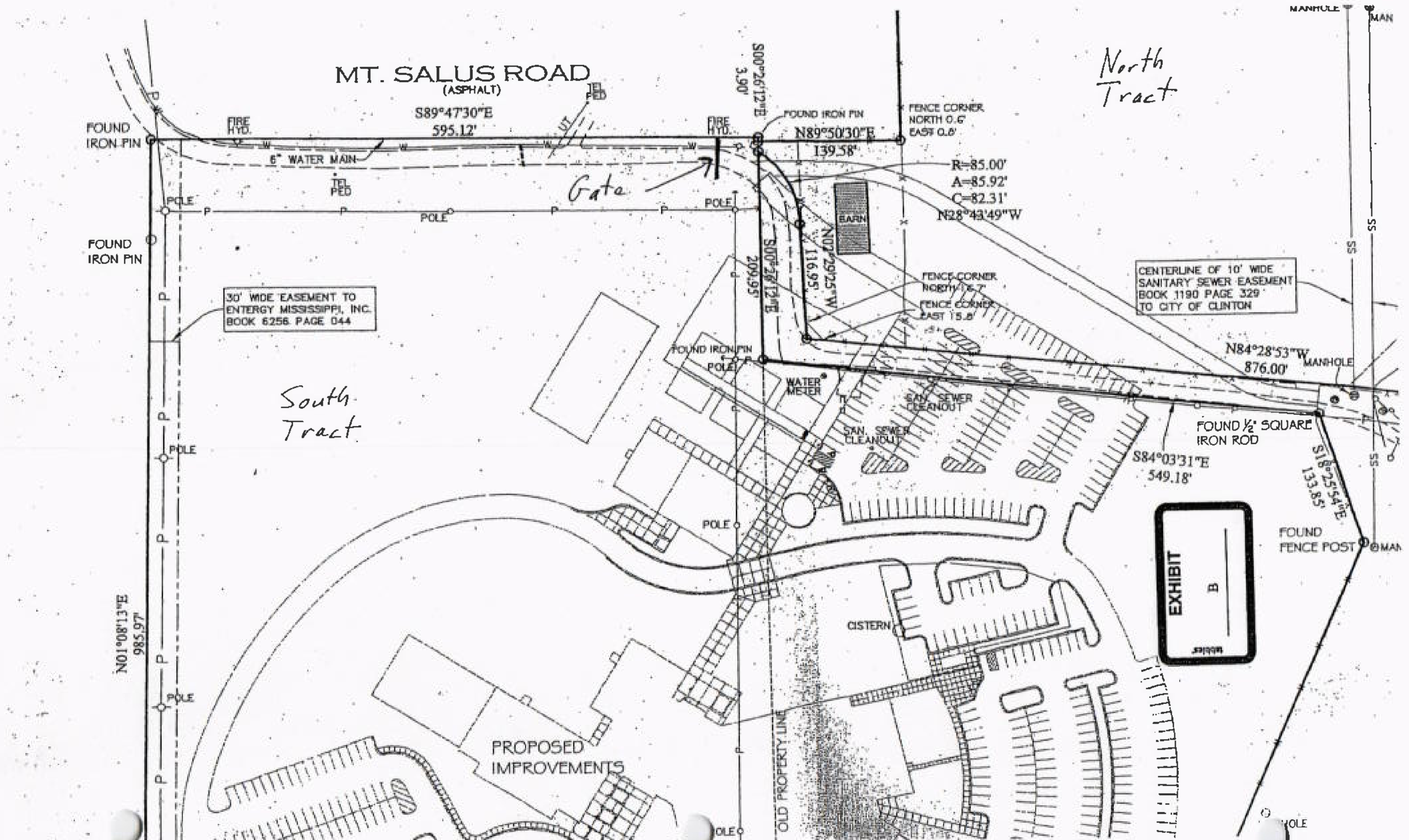

MT. SALUS ROAD
(ASPHALT)
S89°47'30"E
595.12'
FOUND IRON PIN
FIRE HYD.
6" WATER MAIN
TEL PED
Gate
S00°26'12"E
3.90'
FOUND IRON PIN
N89°50'30"E
139.58'
FENCE CORNER NORTH 0.6' EAST 0.8'
North Tract
R=85.00'
A=85.92'
C=82.31'
N28°43'49"W
BARN
N02°29'25"W
116.95'
S00°26'12"E
209.95'
FENCE CORNER NORTH 16.7'
FENCE CORNER EAST 15.8'
CENTERLINE OF 10' WIDE SANITARY SEWER EASEMENT BOOK 1190 PAGE 329 TO CITY OF CLINTON
N84°28'53"W
876.00'
MANHOLE
FOUND IRON PIN
30' WIDE EASEMENT TO ENTERGY MISSISSIPPI, INC. BOOK 6256 PAGE 044
South Tract
POLE
FOUND IRON PIN
WATER METER
SAN. SEWER CLEANOUT
FOUND ½" SQUARE IRON ROD
S84°03'31"E
549.18'
S18°25'54"E
133.85'
FOUND FENCE POST
CISTERN
EXHIBIT
B
OLD PROPERTY LINE
PROPOSED IMPROVEMENTS
N01°08'13"E
985.97'

EXHIBIT C

Being situated in the NE ¼ of Section 32 and in the NW ¼ of Section 33, all in Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and being more particularly by metes and bounds as follows, to-wit:

Commence at the southwest corner of Lot 1 of Block "C" of Lakeside Park, a subdivision, the map or plat of which is recorded in Plat Book 8 at Page 49 of the Chancery Records of Hinds County at Jackson, Mississippi, said southwest corner being the **POINT OF BEGINNING** for the parcel herein described; thence North 86° 10' 32" East for a distance of 407.86 feet along the southern line of the said Lakeside Park to an iron pin; thence leave said southern line of Lakeside Park and run South 00° 10' 32" West for a distance of 347.30 feet; thence South 74° 28' 44" East for a distance of 453.19 feet; thence run 225.21 feet along the arc of a 133.00 foot radius curve to the left, said arc having a 199.25 foot chord which bears North 53° 13' 02" East; thence South 00° 24' 33" West for a distance of 368.99 feet; thence South 88° 27' 06" East for a distance of 427.00 feet; thence South 00° 23' 11" West for a distance of 866.71 feet; thence North 83° 07' 00" West for a distance of 430.00 feet; thence North 84° 28' 53" West for a distance of 876.00 feet; thence North 02° 29' 25" West for a distance of 116.95 feet; thence run 85.92 feet along the arc of a 85.00 foot radius curve to the left, said arc having a 82.31 foot chord which bears North 28° 43' 49" West; thence South 00° 26' 12" East for a distance of 209.95 feet; thence South 84° 03' 31" East for a distance of 549.18 feet to a ½" square iron rod found; thence South 18° 25' 54" East for a distance of 133.85 feet to fence post found; thence South 24° 03' 02" West for a distance of 879.78 feet along a chain link fence line to a fence post found; thence South 24° 12' 20" West for a distance of 135.65 feet to a ½" square iron rod found; thence South 89° 12' 32' West for a distance of 165.92 feet along a barbed wire fence line to a ½" square iron rod found; thence South 00° 26' 12" East for a distance of 35.69 feet to the northern right of way Interstate Highway No. 20; thence North 58° 08' 35" West for a distance of 593.50 feet along the said northern right of way line to an iron pin; thence run 142.87 feet along the arc of a 17,084.73 foot radius curve to the right along the said northern right of way line, said arc having a 142.87 foot chord which bears North 57° 54' 12" West; thence leave said northern right of way line of Interstate Highway No. 20 and run North 01° 08' 13" East for a distance of 985.97 feet to an existing iron pin; thence South 89° 47' 30" East for a distance of 595.12 feet to an iron pin; thence South 00° 26' 12" East for a distance of 3.90 feet; thence North 89° 50' 30" East for a distance of 139.58 feet to a fence corner; thence North 00° 23' 00" West for a distance of 537.75 feet to a fence corner; thence North 87° 12' 38" West for a distance of 59.89 feet to a found iron pin; thence North 88° 41' 17" West for a distance of 436.70 feet; thence North 00° 52' 22" West for a distance of 184.46 feet; thence South 89° 35' 43" West for a distance of 32.60 feet to a found iron pin; thence North 05° 14' 36" West for distance of 489.95 feet to a found iron pin; thence South 88° 43' 27" East for a distance of 145.59 feet; thence North 86° 10' 32" East for a distance of 218.60 feet to the to the **POINT OF BEGINNING,** containing 65.2499 acres, more or less.

LESS and Except the following tract that includes a portion of Mt. Salus Road that is west of an existing gate:

Commence at the southwest corner of Lot 1 of Block "C" of Lakeside Park, a subdivision, the map or plat of which is recorded in Plat Book 8 at Page 49 of the Chancery Records of Hinds County at Jackson, Mississippi; thence North 86° 10' 32" East for a distance of 407.86 feet along the southern line of the said Lakeside Park to an iron pin; thence leave said southern line of Lakeside Park and run South 00° 10' 32" West for a distance of 347.30 feet; thence South 74° 28' 44" East for a distance of 453.19 feet; thence run 225.21 feet along the arc of a 133.00 foot radius curve to the left, said arc having a 199.25 foot chord which bears North 53° 13' 02" East; thence South 00° 24' 33" West for a distance of 368.99 feet; thence South 88° 27' 06" East for a distance of 427.00 feet; thence South 00° 23' 11" West for a distance of 866.71 feet; thence North 83° 07' 00" West for a distance of 430.00 feet; thence North 84° 28' 53" West for a distance of 876.00 feet; thence North 02° 29' 25" West for a distance of 116.95 feet; thence run 85.92 feet along the arc of a 85.00 foot radius curve to the left, said arc having a 82.31 foot chord which bears North 28° 43' 49" West; thence South 00° 26' 12" East for a distance of 209.95 feet; thence South 84° 03' 31" East for a distance of 549.18 feet to a ½" square iron rod found; thence South 18° 25' 54" East for a distance of 133.85 feet to fence post found; thence South 24° 03' 02" West for a distance of 879.78 feet along a chain link fence line to a fence post found; thence South 24° 12' 20" West for a distance of 135.65 feet to a ½" square iron rod found; thence South 89° 12' 32' West for a distance of 165.92 feet along a barbed wire fence line to a ½" square iron rod found; thence South 00° 26' 12" East for a distance of 35.69 feet to the northern right of way Interstate Highway No.

20; thence North 58° 08' 35" West for a distance of 593.50 feet along the said northern right of way line to an iron pin; thence run 142.87 feet along the arc of a 17,084.73 foot radius curve to the right along the said northern right of way line, said arc having a 142.87 foot chord which bears North 57° 54' 12" West; thence leave said northern right of way line of Interstate Highway No. 20 and run North 01° 08' 13" East for a distance of 985.97 feet to an existing iron pin, being the **POINT OF BEGINNING** for the parcel herein described, thence run South 01° 08' 13" West for a distance of 40.00 feet to a point; thence South 89° 47' 30" East for a distance of approximately 560.00 feet to point that is the intersection of a line on which the existing gate on and across Mt. Salus Road is located (if extended); thence run in a northerly direction approximately 40.00 feet, more or less, on and along said line on which the existing gate is located (if extended) to a point that is on the line described in the above description of the 65.2499 acre tract as "South 89° 47' 30" East for a distance of 595.12 feet to an iron pin", (said point being approximately 35.00 feet North 89° 47' 30" West from an iron pin at the east end of the above described line); thence North 89° 47' 30" West for a distance of approximately 560.00 feet to an iron pin being the **POINT OF BEGINNING** of the tract herein described.

TEMPORARY EASEMENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS INDENTURE, made this _______ day of ______________________, 2009, between the undersigned Trustees of Morrison Heights Baptist Church, an unincorporated religious association, having its principal place of business at 3000 Hempstead Blvd., Clinton, Mississippi (601) 924-5620, GRANTOR, and The City of Clinton, Mississippi, a body politic and corporate of the State of Mississippi, having its principal place of business at 300 Jefferson Street, Clinton, Mississippi (601) 925-6103, GRANTEE.

WITNESSETH: That Grantor owns a tract of property lying and being situated in the NE ¼ of Section 32 and the NW ¼ of Section 33, T6N, R1W, City of Clinton, Hinds County, Mississippi ("Church Property");

WITNESSETH: That Grantee owns a tract of property to the South and East of the Church Property ("City Property");

WITNESSETH: That Grantor desires to close a portion of Mt. Salus Road on the Church Property that is not used by the public;

WITNESSETH: That Grantee had utilized a portion of Mt. Salus Road for access to and from the City Property; and,

WITNESSETH: That Grantee desires a temporary easement for ingress and egress and electricity for itself and the public over and across a portion of the Church Property for the benefit of the City Property as provided herein.

The Grantor, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby grants and conveys to Grantee, its successors and assigns, a temporary non-exclusive easement for ingress and egress and an electrical service line thirty feet (30') in width, being fifteen feet (15') on each side of the centerline of an existing unimproved road located approximately as shown on the map attached as Exhibit "A" and incorporated herein by reference ("Easement Area").

The easement hereby created and conveyed is subject, as to said lands, to all matters of public record.

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. This easement is conveyed for the purpose of construction, reconstruction, use and maintenance of the above-described road and electrical service line solely for ingress, egress and electricity for the benefit of the City Property and none other.

2. Grantor reserves for itself, its successors and assigns, the right at all times and for any purpose to cross and recross said road and electrical service line at any place, on grade or otherwise, and to use said Easement Area in a manner that will not unreasonably interfere with the rights granted to the Grantee herein.

3. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided such use shall not unreasonably interfere with the rights granted to the Grantee.

4. The cost of road and the electrical service line installation, maintenance and/or repair and shall be solely borne by Grantee. If the use of the road or electrical service line by Grantee or any person or entity using the same for and on behalf of Grantee results in any damage to improvements of

Grantor, then Grantee shall promptly repair any and all improvements to their condition prior to the damage.

5. Although the terms of this paragraph shall not apply to the City, should Grantee assign its rights under this Easement to a person or entity having a leasehold or fee simple interest in the City Property, that person or entity shall obtain and, during the terms of such use, maintain the following policies of insurance:

a. General Liability Insurance covering personal injuries and property damage ("Liability Coverage");

b. Vehicle Liability Insurance covering personal injuries and property damage ("Vehicle Liability Coverage");

c. Worker's Compensation Insurance which meets the requirements of the State of Mississippi; and

d. Employer's Liability Insurance coverage ("Employer's Liability Coverage").

Unless specified above, minimum amounts of insurance shall be such limits as the Grantor may reasonably require from time to time, with initial limits being:

(a) Five Hundred Thousand Dollars ($500,000.00) for injury to one person,
(b) One Million Dollars ($1,000,000.00) for any one occurrence, and
(c) Five Hundred Thousand Dollars ($500,000.00) property damage for any one occurrence;

With respect to Vehicle Liability Coverage:

(a) Five Hundred Thousand Dollars ($500,000.00) for any one occurrence; and
(b) One Million Dollars ($1,000,000.00) in the aggregate.

e. Without limiting the foregoing, in each case all of such policies shall be issued by an insurance carrier having an A.M. Best's rating of at least A- (that's A minus) and of financial size category X, or otherwise be acceptable to Grantor.

f. Furnish to Grantor written evidence of such insurance signed and warranted by an authorized representative of the insurance companies, indicating that these polices are in force, that the premiums therefor have been paid and that, the insurance described therein shall not be cancelled or modified until thirty (30) days after prior written notice of such cancellation or modification has been provided to Grantor. Such evidence shall be delivered to Grantor within fifteen (15) days of the date hereof or sooner if construction of a roadway is contemplated hereunder and annually thereafter. In the event Grantee, or any Permittee of Grantee, fails to provide such insurance coverage, or annual evidence thereof, Grantor shall have the right to terminate this Grant of Easement by filing a Notice of such termination in the Office of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi.

6. Grantee may not assign its rights and obligations under this Easement without having first conveyed a fee simple or leasehold interest in part or all of the City Property to the assignee, and having furnished written notice of the assignment to Grantor in a form that is recordable in the land records with assignee assuming in writing all obligations of the Grantee from and after the effective date of the assignment.

7. Although the terms of this paragraph shall not apply to the City, should Grantee assign its rights under this Easement to a person or entity having a leasehold or fee simple interest in the City Property, that person or entity agrees to defend, indemnify and save harmless Grantor, its successors and assigns, from and against all causes of action, litigation, cost, loss, liability, damage and expense (including but not limited to attorneys' fees, expert witness fees and cost and expenses of Grantor) for injury or death to persons, whomsoever, and damage to or loss of property to whomsoever belonging, including the respective contractors, agents, employees and representatives of Grantor, arising out of or in any way connected with the use of the road, the electrical service line, and Easement Area by the assignee of Grantee, its respective contractors, agents, employees or representatives.

8. Grantor shall have the right to fence or gate the Easement Area but shall provide a key, code, or other access to Grantee.

9. If, for a period of two (2) years, Grantee shall cease to use or preserve said road or electrical utility line, or any portion thereof, for prospective future use, this easement shall automatically terminate without notice; and Grantee, its successors and assigns, hereby agree that they shall, at Grantor's option, and in form and substance satisfactory to Grantor, quitclaim unto said Grantor all right, title and interest of Grantee hereunder.

10. Grantor reserves the right to relocate the Easement Area at Grantor's sole cost and expense by replacing the then existing road and electrical service line with an equivalent road and electrical service line at another location selected by Grantor and to file an amendment to this Easement reflecting the amended location and releasing the location shown on Exhibit "A" from the terms and conditions of the Easement. Upon request of Grantor, Grantee shall join in such amendment.

11. This Easement is a temporary easement. It shall terminate on the acceptance by the City of Clinton of an extension of Hamstead Blvd., provided that the extension of Hamstead Blvd. either provides direct access to the City Property or that access for ingress, egress and a service electrical line is provided to Grantee by a separate easement. The City of Clinton agrees to utilize reasonable efforts to obtain the extension of Hamstead Blvd and direct access or access by an easement for ingress, egress and an electrical service line thereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate to become effective as of the day and year first above written.

GRANTOR:

Evelyn Gibson, Steve McPeek, Danny Davis and Dale Parker, as Trustees of MORRISON HEIGHTS BAPTIST CHURCH and their successors in office

____

Evelyn Gibson, as Trustee for Morrison Heights Baptist Church

____

Steve McPeek, as Trustee for Morrison Heights Baptist Church

____

Danny Davis, as Trustee for Morrison Heights Baptist Church

____

Dale Parker, as Trustee for Morrison Heights Baptist Church

MORRISON HEIGHTS BAPTIST CHURCH

By: ______________________________
Evelyn Gibson, Trustee for
Morrison Heights Baptist Church

By: ______________________________
Steve McPeek, Trustee for
Morrison Heights Baptist Church

By: ______________________________
Danny Davis, Trustee for
Morrison Heights Baptist Church

By: ______________________________
Dale Parker, Trustee for
Morrison Heights Baptist Church

ACCEPTED BY:

CITY OF CLINTON, MISSISSIPPI GRANTEE

By: Rosemary G. Aultman
Name: ROSEMARY G. AULTMAN
Title: MAYOR

Attest: Kenneth Wall
City Clerk

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

678879-1

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____________, 2009, within my jurisdiction, the within named ***Steve McPeek***, who acknowledged that he is a duly elected and constituted Trustee of MORRISON HEIGHTS BAPTIST CHURCH, a Mississippi unincorporated religious society organized in accordance with Miss. Code Ann. § 79-11-31, and that for and on behalf of said church as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said church so to do.

____
Notary Public

(Seal)

My Commission Expires:____________________

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____________, 2009, within my jurisdiction, the within named ***Evelyn Gibson***, who acknowledged that he is a duly elected and constituted Trustee of MORRISON HEIGHTS BAPTIST CHURCH, a Mississippi unincorporated religious society organized in accordance with Miss. Code Ann. § 79-11-31, and that for and on behalf of said church as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said church so to do.

____
Notary Public

(Seal)

My Commission Expires:____________________

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____________, 2009, within my jurisdiction, the within named ***Danny Davis***, who acknowledged that he is a duly elected and constituted Trustee of MORRISON HEIGHTS BAPTIST CHURCH, a Mississippi unincorporated religious society organized in accordance with Miss. Code Ann. § 79-11-31, and that for and on behalf of said church as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said church so to do.

____
Notary Public

(Seal)

My Commission Expires:____________________

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of ____________, 2009, within my jurisdiction, the within named ***Dale Parker***, who acknowledged that he is a duly elected and constituted Trustee of MORRISON HEIGHTS BAPTIST CHURCH, a Mississippi unincorporated religious society organized in accordance with Miss. Code Ann. § 79-11-31, and that for and on behalf of said church as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said church so to do.

____
Notary Public

(Seal)

My Commission Expires:____________________

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me the undersigned authority in and for the aforesaid jurisdiction, on this the ____ day of ______________, 2009, the within named Rosemary G. Aultman and ______________ as Mayor and City Clerk, respectively, who after being by me duly sworn acknowledged that they signed and delivered the above and foregoing instrument for and on behalf of the City of Clinton, a body politic and corporate of the State of Mississippi, as its act and deed after having first been duly authorized by the Mayor and Board of Aldermen of the City of Clinton so to do.

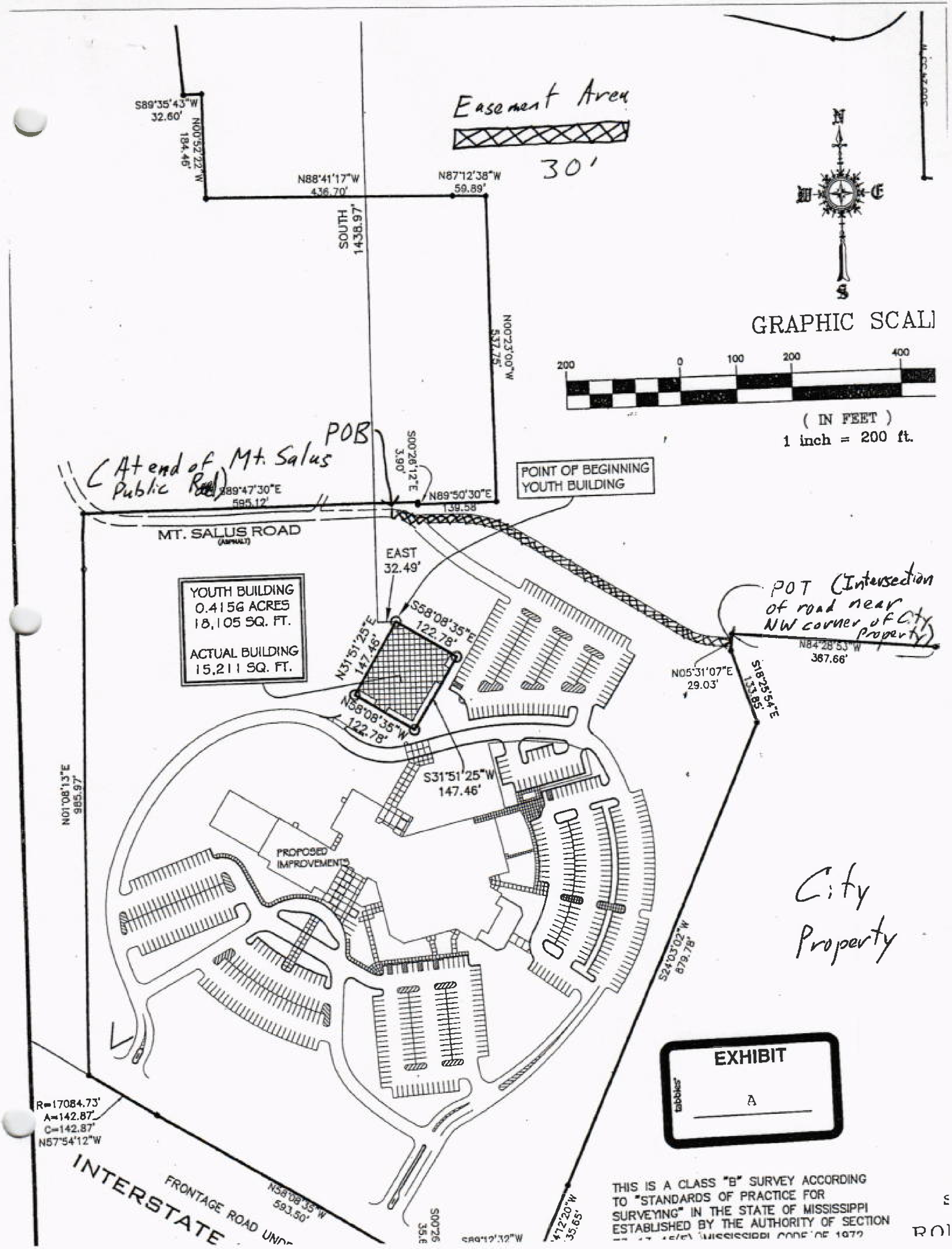
Sworn to and subscribed before me this the _____ day of ______________, 2009.

____
Notary Public
My Commission Expires: ______________

This instrument was prepared by:

Gee Ogletree
Adams and Reese LLP
Box 24297
Jackson, MS 39225-4297
(601) 353-3234

Indexing Instructions: NE ¼ of Section 32 and NW ¼ Section 33, T6N, R1W, First Judicial District, Hinds County, Mississippi


Easement Area
30'
S89°35'43"W
32.60'
N00°52'22"W
184.46'
N88°41'17"W
436.70'
N87°12'38"W
59.89'
SOUTH
1438.97'
N00°23'00"W
537.75'
GRAPHIC SCALE
200
0
100
200
400
(IN FEET)
1 inch = 200 ft.
POB
(At end of Mt. Salus Public Road)
S00°28'12"E
3.90'
S89°47'30"E
595.12'
N89°50'30"E
139.58
POINT OF BEGINNING
YOUTH BUILDING
MT. SALUS ROAD
(ASPHALT)
EAST
32.49'
YOUTH BUILDING
0.4156 ACRES
18,105 SQ. FT.
ACTUAL BUILDING
15,211 SQ. FT.
S58°08'35"E
122.78'
N31°51'25"E
147.46'
N58°08'35"W
122.78'
S31°51'25"W
147.46'
POT (Intersection of road near NW corner of City Property)
N84°28'53"W
367.66'
N05°31'07"E
29.03'
S18°25'54"E
133.85'
N01°08'13"E
985.97'
PROPOSED IMPROVEMENTS
City Property
S24°03'02"W
879.78'
EXHIBIT
A
R=17084.73'
A=142.87'
C=142.87'
N57°54'12"W
INTERSTATE
FRONTAGE ROAD
N58°08'35"W
593.50'
S89°12'32"W
THIS IS A CLASS "B" SURVEY ACCORDING
TO "STANDARDS OF PRACTICE FOR
SURVEYING" IN THE STATE OF MISSISSIPPI
ESTABLISHED BY THE AUTHORITY OF SECTION