CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JULY 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 Mayor Aultman followed by the pledge of allegiance to the flag led by Alderman Morgan.

ROLL CALL City Clerk, Russell Wall

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

Absent:
- Kathy Peace – Alderwoman Ward 4

APPROVAL OF CONSENT AGENDA ITEMS A - CC

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

UNKEMPT PROPERTY LOCATED AT 910 CHERRY STONE CIRCLE

No action was taken on this item. The property had been cleaned by the owner.

APPROVAL OF A RESOLUTION AUTHORIZING AND APPROVING THE MAYOR TO EXECUTE AN EQUIPMENT LEASE-PURCHASE AGREEMENT SUBJECT TO THE CITY ATTORNEY'S REVIEW WITH TRUSTMARK NATIONAL BANK FOR THE PURPOSE OF LEASE-PURCHASING ONE (1) 2009 FORD F250 CREW CAB 4WD PICK-UP TRUCK FOR THE FIRE DEPARTMENT

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved a resolution authorizing and approving the Mayor to execute an equipment Lease-Purchase Agreement subject to the City Attorney's review with Trustmark National Bank for the purpose of Lease-Purchasing one (1) 2009 Ford F250 Crew Cab 4WD Pick-up Truck for the Fire Department. A copy of the resolution and the agreement is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

DECLARE ASSETS AS SURPLUS PROPERTY AND APPROVE THE SALE AND/OR DESTRUCTION OF SAID ASSETS

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved declaring assets as surplus property and approved the sale and/or destruction of said assets. A list of the assets was provided to the Board and the list is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE A RESOLUTION AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION FOR THE 2009 DRINKING WATER SYSTEMS IMPROVEMNENTS REVOLVING LOAN FUND

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved a resolution authorizing the submission of a loan application for the 2009 Drinking Water Systems Improvements Revolving Loan Fund. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:25 P.M.

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

APPROVED: Rosemary G. Aultman
Rosemary Aultman, Mayor

July 8, 2009
Date

ATTEST: Russell L Wall
Russell L. Wall, City Clerk

July 8, 2009
Date

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 7, 2009 AGENDA ITEM NO. 7

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Unkempt Property
910 Cherry Stone Circle

No action was taken. Property was cleaned.

INTRODUCED BY: Tammie Roberson, Compliance Officer

BOARD ACTION: MOTION MADE BY: ______________________

SECONDED BY: ______________________

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham			
Hisaw			
Greer			
Barnett			
Peace			
Morgan			
Cashion			
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.

CLINTON

HISTORY · PRIDE · PROGRESS

Community Development

MEMORANDUM

TO: Mayor and Board of Aldermen

FROM: Tammie Roberson

DATE: 7/1/2009

SUBJECT: Unkempt Property – 910 Cherry Stone Circle

This property is a foreclosed property. Mortgage Electronic Reg in Ocala, Florida is the owner of record, (Hinds County Tax Rolls). They have received notice of the public hearing and the condition of the property. As of today, no action has been taken to cut and trim the yard.

I have had several complaints from the neighbors seeing snakes coming from this house as well as the unkempt condition.

Attached are pictures that were taken today.

Please let me know if you should have any questions prior to the board meeting.

Thanks -

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 910 Cherry Stone Circle, Clinton, Mississippi, and after full consideration of the matter, Alderman ______________ offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 910 Cherry Stone Circle, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 910 Cherry Stone Circle, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanliness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., July 7, 2009, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanliness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting grass and weeds, removing trash and debris.

NOW BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 910 Cherry Stone Circle, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.

2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting grass and weeds, removing trash and debris.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman ________________ and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted: ________

Alderman Hisaw voted: ________

Alderman Greer voted: ________

Alderman Barnett voted: ________

Alderwoman Peace voted: ________

Alderman Morgan voted: ________

Alderman Cashion voted: ________

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

The foregoing Resolution was approved this the ______ day of ____________

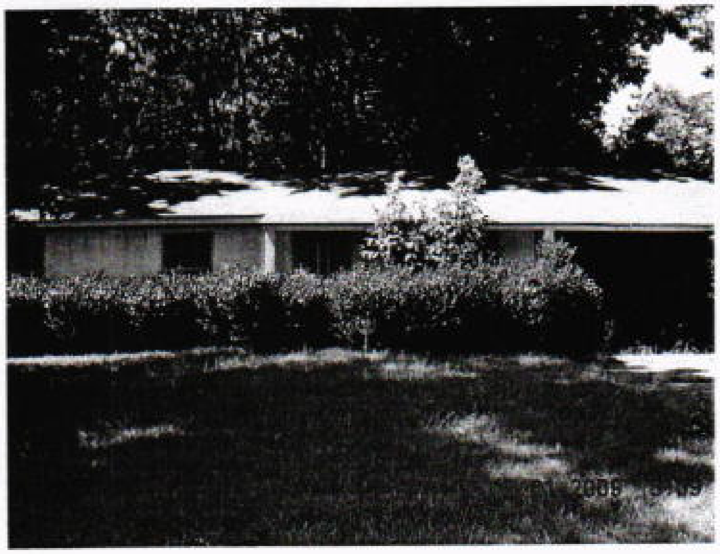
2009.

CITY OF CLINTON

BY:________________________
ROSEMARY AULTMAN, Mayor

ATTEST:

________________________________ (S E A L)
RUSSELL WALL, City Clerk



7/1/2009

7/1/2009

7/1/2009

7/1/2009

CITY OF CLINTON AGENDA ITEM FACT SHEET

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

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 subject to the City Attorney's review with Trustmark National Bank for the purpose of Lease-Purchasing one (1) 2009 Ford F250 Crew Cab 4WD Pick-up Truck for the Fire Department.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Brabham

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Barnett	✓		
Peace	✓		
Morgan	✓		
Cashion	✓		
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 $206,504.00 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 Barnett	AYE
Alderwoman Peace	ABSENT
Alderman Morgan	AYE
Alderman Cashion	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 July 2009.

Rosemary G. Aultman, Mayor

ATTEST:

Russell L. Wall, City Clerk

(SEAL)

CITY OF CLINTON
OFFICIAL
SEAL
MISSISSIPPI

Trustmark

Public Finance
Commercial Loan Application

Branch/RC No. 512/8017   Officer No.: 139
Note No.: ______   Sec. Off.: 615
Date: 6/10/09   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 x Infile Net Worth: 67,845,681 __ Requested Net Profit After: x Audited Taxes/Income: 23,021,142 Unaudited
Repayment Source: Annual Appropriation		

Transaction

Amount: $ 23,893.00

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 3.19 %
__ 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 #1FTSW21579EA96450

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
Agent Address
Amount Required $ ______
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 Rosemary B. Austman
Name ______
Borrowing Resolution in file x Yes No

___ Politician
x City ___ State
___ County ___ Federal
Office held:

___ Insider
___ Officer
___ Director
___ Stockholder

Debt Summary:
Present Debt $ 213,757.00
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.

___ Approved
Senior Loan Committee: ______
Commercial Loan Comm: ______
Problem Loan Committee: ______
Other: ______

Comments:

lease-purchase

___ Declined (see reasons in comments section)
Gross revenue amount: $ 13,298,650.00
Loan Officer Nolan Ashe Co-Officer

LEASE-PURCHASE AGREEMENT

Between

TRUSTMARK NATIONAL BANK

As Lessor

and

the

CITY OF CLINTON, MISSISSIPPI

As Lessee

Dated as of the 1st day of July 2009

THIS LEASE-PURCHASE AGREEMENT ("Lease") dated as of the 1st day of **JULY 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 1ST day of **JULY 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. <u>Requirements For All Insurance</u>. 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. <u>General Indemnity</u>. 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. <u>Damage to or Destruction of Equipment</u>. 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 <u>Exhibit C</u>. 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 <u>Exhibit C</u> 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 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	1FTSW21579EA96450

(SEE ATTACHED INVOICE)

"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 58782
PHONE

54

No. 64032

9T1444

Stock No.

Salesman	ANDERSON, JOHN E	Date	06/05/09
Sold To	CITY OF CLINTON	Address	300 JEFFERSON ST
		State	CLINTON MS 39056

NEW OR USED	MAKE OF CAR	MODEL	YEAR	BODY STYLE	SERIAL NUMBER	COLOR	KEY
NEW	FORD	F250 PIC	2009	PU	1FTSW21579EA96450	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	23893.00
MILES - 11	
Total Car and Accessories	23893.00
Sales Tax	N/A
Administration & Notary	N/A
Title Fee	N/A
GRAND TOTAL	23893.00
Net Trade In Allowance	N/A
Deposit	N/A
Cash on Delivery	N/A
Balance Due BUTCH OUSTALET, INC.	23893.00

BOARD APPROVED

RECEIVED
JUN 11 2009
PURCHASING DEPT.
CITY OF CLINTON

001- ~~105~~ -740

160

Title Fee N/A

E-MAIL ADDR:

Finance in ______ Months at 23893.00 Beginning 06/05/09

Finance Company

Insurance Company

PAID
JUN 18 2009
CITY OF CLINTON
CLINTON, MS

The Reynolds and Reynolds Company RO609086 O (5/08)

CUSTOMER COPY

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: **CITY OF CLINTON, MISSISSIPPI**

Commencement Date of Lease: JULY 1, 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				

City of Clinton

ompound Period ....: Monthly

Nominal Annual Rate ....: 3.190 %
Effective Annual Rate ...: 3.237 %
Periodic Rate ....: 0.2658 %
Daily Rate ....: 0.00886 %

CASH FLOW DATA

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	07/01/2009	23,893.00	1		
2	Payment	08/01/2009	696.84	36	Monthly	07/01/2012

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	07/01/2009				23,893.00
1	08/01/2009	696.84	63.52	633.32	23,259.68
2	09/01/2009	696.84	61.83	635.01	22,624.67
3	10/01/2009	696.84	60.14	636.70	21,987.97
4	11/01/2009	696.84	58.45	638.39	21,349.58
5	12/01/2009	696.84	56.75	640.09	20,709.49
2009	Totals	3,484.20	300.69	3,183.51	
6	01/01/2010	696.84	55.05	641.79	20,067.70
7	02/01/2010	696.84	53.35	643.49	19,424.21
8	03/01/2010	696.84	51.64	645.20	18,779.01
9	04/01/2010	696.84	49.92	646.92	18,132.09
10	05/01/2010	696.84	48.20	648.64	17,483.45
11	06/01/2010	696.84	46.48	650.36	16,833.09
12	07/01/2010	696.84	44.75	652.09	16,181.00
13	08/01/2010	696.84	43.01	653.83	15,527.17
14	09/01/2010	696.84	41.28	655.56	14,871.61
15	10/01/2010	696.84	39.53	657.31	14,214.30
16	11/01/2010	696.84	37.79	659.05	13,555.25
17	12/01/2010	696.84	36.03	660.81	12,894.44
2010	Totals	8,362.08	547.03	7,815.05	
18	01/01/2011	696.84	34.28	662.56	12,231.88
19	02/01/2011	696.84	32.52	664.32	11,567.56
20	03/01/2011	696.84	30.75	666.09	10,901.47
21	04/01/2011	696.84	28.98	667.86	10,233.61
22	05/01/2011	696.84	27.20	669.64	9,563.97
23	06/01/2011	696.84	25.42	671.42	8,892.55
24	07/01/2011	696.84	23.64	673.20	8,219.35
25	08/01/2011	696.84	21.85	674.99	7,544.36
26	09/01/2011	696.84	20.06	676.78	6,867.58
27	10/01/2011	696.84	18.26	678.58	6,189.00

City of Clinton

	Date	Payment	Interest	Principal	Balance
28	11/01/2011	696.84	16.45	680.39	5,508.61
29	12/01/2011	696.84	14.64	682.20	4,826.41
2011	Totals	8,362.08	294.05	8,068.03	
30	01/01/2012	696.84	12.83	684.01	4,142.40
31	02/01/2012	696.84	11.01	685.83	3,456.57
32	03/01/2012	696.84	9.19	687.65	2,768.92
33	04/01/2012	696.84	7.36	689.48	2,079.44
34	05/01/2012	696.84	5.53	691.31	1,388.13
35	06/01/2012	696.84	3.69	693.15	694.98
36	07/01/2012	696.84	1.86	694.98	0.00
2012	Totals	4,877.88	51.47	4,826.41	
Grand Totals		25,086.24	1,193.24	23,893.00	

EXHIBIT C

SCHEDULE OF PURCHASE OPTION PRICE

After Payment Number

THIRTY-SIX (36) MONTHLY PAYMENTS

Purchase Option Price

$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 **JULY 1, 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 **AUGUST 1, 2009** and on the **1ST** 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: **JULY 1, 2009**

CITY OF CLINTON, MISSISSIPPI

By Rosemary G. Aultman

ROSEMARY AULTMAN

Its **MAYOR**

EXHIBIT F

CITY OF CLINTON, MISSISSIPPI
LEASE-PURCHASE AGREEMENT
DATED AS OF 1ST day of JULY 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 **JULY 1, 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 **$23,893.00**. 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 **$23,893.00**.

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 **JULY 1, 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 and insurance policy is not available.

Trustmark National Bank

P O Box 1182
Jackson, MS 39205-0291

July 1, 2009

City of Clinton, MS
Attn: Rosemary Aultman, Mayor
P.O. Box 156
Clinton, MS 39060

Dear Rosemary Aultman:

Please find enclosed the Lease-Purchase Agreement between Trustmark National Bank and the **City of Clinton, Mississippi** for the purchase of **One (1) New 2009 Ford F250 Pickup Truck, Serial Number 1FTSW21579EA96450**. Also enclosed is a 36 month amortization schedule and the 8038-GC Tax Form.

I am listing requirements, in addition to the appropriate signatures, necessary to ensure complete execution of the document.

1. Attach equipment invoice to Exhibit A (Equipment)
2. Complete all blanks and sign Exhibit D (Certificate of Acceptance)
3. Board attorney must sign and date Exhibit E (Opinion of Council)
4. Complete all blanks, sign and date Exhibit F (Federal Tax Certificate), as well as Tax Form 8038-GC
5. Attach Certificate of Insurance to Exhibit G (Certificate of Insurance)
6. Please include the City's most recent audited financial statement and current budget

Once your Board has approved, and the document has been fully executed, please mail back to my attention as addressed below:

Trustmark National Bank
Attn: Nolan Aikens/Vice President
1151 Pinehaven Blvd.
Clinton, MS 39056

Payment will be made as requested, once the agreement has been finalized and processed. In the meantime, if there are any questions please feel free to contact me at (601) 944-7969 or 1-800-844-2000 Ext. 7969.

Sincerely,

Nolan Aikens

Nolan Aikens
Vice President

Trustmark National Bank
1151 Pinehaven Rd
Clinton, MS 39056
601-354-5948 Phone
601-944-7999 Fax

Trustmark

June 10, 2009

RECEIVED
JUN 09 2009
OFFICE OF THE CITY CLERK
CITY OF CLINTON
2:30pm

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: $23,893.00 (Twenty Three Thousand Eight Hundred Ninety Three Dollars), "Lease-Purchase".

Purpose: To fund the lease purchase of One (1) 2009 Ford F250 CC XL 5.4L V8 pickup truck.

Terms: 36 monthly payments each in the amount of $696.84. The total amount to be repaid will be $25,086.24.

Interest Rate: The interest rate will be fixed at 3.19% 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) 2009 Ford F250 CC XL 5.4L V8 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 Alderman (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 July 10, 2009, unless accepted prior to then by the City of 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
Vice President

ACCEPTANCE

The terms and conditions set out in this letter are accepted this the 16th day of JUNE, 2009.

City of Clinton, Mississippi

By: Rosemary G. Aultman MAYOR
Title

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	**$23,893.00**
b	Issue date (single issue) **or** calendar year (consolidated) (see instructions) ▶ **07/01/2009**		
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 — Issuer's authorized representative — Date 7.8.09 ▶ **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	$23,893.00
b	Issue date (single issue) **or** calendar year (consolidated) (see instructions) ▶ 07/01/2009		
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 7.8.09 ▶ **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.

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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

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Other Forms That May Be Required

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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

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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.)

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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."

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

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[redacted]

Mississippi - UCC1 FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Trustmark National Bank
P.O. Box 1182
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) New 2009 Ford F250 Pickup Truck, Serial Number 1FTSW21579EA96450

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

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

July 8, 2009

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

Re: Lease-Purchase Agreement dated as of July 1, 2009, between Trustmark National Bank ("Lessor") and the City of Clinton, Mississippi ("Lessee")
VIN1FTSW21579EA96450
(Fire Department)

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,

Ken Dreher

Kenneth R. Dreher
City Attorney
City of Clinton, Mississippi

CITY OF CLINTON AGENDA ITEM FACT SHEET

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

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: To declare the attached list of property surplus, for disposal or sale.

INTRODUCED BY: Russell Wall

BOARD ACTION: MOTION MADE BY: Cashion

SECONDED BY: Brabham

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Barnett	✓		
Peace	✓		
Morgan	✓		
Cashion	✓		
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.

Fire Department Disposal List
items that are out dated or broken as of 6/2009 inventory.

	Discription	Asset #
000810	CPU Gateway Essential 433C	1020
000841	CPU Gateway Professional M1000	1165
000879	Laptop Latitude C640 1.60GHz Pentium Dell	1339
000883	Server MS MBG W2000 & MS MBG W 2000 Cal	2033
000895	CPU Gateway 500L PC	1266
000897	Laptop Gateway DS 450 X w/Carrying Case	1154
	CPU	116
	Monitor Gateway 500L PC	1002
	Gateway Monitor	1022
	Gateway Monitor	1102
	Gateway Monitor	1166
	Vacumm	2521

Admin Department Disposal List
items that are out dated or broken as of 6/2009 inventory.

000255	CPU AMD 800 MHz PC133 SDRAM	3175
000241	CPU Computer	3049
000286	CPU Compaq EVO D310V/monitor	68

Police Department Disposal List

items that are out dated or broken as of 6/2009 inventory.

	Discription	Asset #
	Advanced Micro Soft Word W9X/NT	
	Antenna - SNMP 540IFP and installation	
	APC back-ups, 1000 VA UPS	
	APC back-ups, 1400 VA UPS	
	Artisoft modemshare	
	Belkin USB A/B Cables, Backups 350 CS Series, Misc Items (6)	
	Camera - Sony digital close-up	
	Cameras - VCB 3524 1/2" B/W w/M900 9" monitors (4)	
	CDRW Sony Storage DVD Slim Ext USB2	
	CJIS license fee (1)	
	Computer Cable Labor & Hardware cost	
	CPU Compaq DeskPro 2000	
	CPU Compaq DeskPro computer w/15" color monitor	
	CPU Compaq DeskPro computer w/17" color monitor	
	CPU Compaq DeskPro computer w/17" color monitor	
	CPU Compaq DeskPro En Mt P#/733	
	CPU Compaq Deskpro EN P3/1000 & Monitors (5)	
	CPU Compaq EVO D300	
	CPU IBM Computer Module 256MB A31 DVDCRRW	
	Dell 6400	3371
000318	Dell 6400	4235
000320	Desk - secretary Wood	
000321	Desk - Wood	
000322	Desk - Wood	
000323	Desk 6-drawer wood	
000325	Desk Chair	2495
000327	Desk Wood F760	
000328	Fax - Canon Multipass 1000	
000329	File 4 drawer	2494
000343	generator /Ford engine	
000345	generator Onan power	
000348	Hardware & software installation	
000349	Hardware & software installation	
000351	HCAC Compressors (2)	
000352	Install NCIC networking software	
000358	Installation of upgrade of NCIC teletype and PC	
000359	Installation of upgrade of NCIC teletype and PC	
000360	Jetstrobe 6 head no speaker	

000361	Jetstrobe 6 head no speaker		
000363	Jetstrobe 6 head no speaker w/siren (2)		
000368	Jetstrobe, 6 head, no speaker, w/switch		
000369	Labor to install computer cable (Drops)		
000371	Lap Top Compaq EVO N160 Piii 128 MB Ram		
000373	Laptop Compaq Prosignia 150 Pen II 350 MHZ		
000374	Laptop Dell Inspiron 6400		
000375	Laptop Dell Inspiron 6400		
000376	LCD Compaq V50 15"	destroyed	
000377	LCD Multi-Sync 1700V	destroyed	
000380	Letter 4 Drawer File		
000380	Lightbars for patrol vehicles (6)		
000381	Microsoft-Open W2K Server/Open W2kCal		
000381	Minolta EP1083 Copier		
000386	Motorola walkie talkie		
000387	Motorola walkie talkie		3340
000388	Motorolo Radio Max Track 300		
000390	Motorolo Radio Radium M1225		
000391	Network installation		
000392	Nordic Track Treadmill		
000394	Optical 4 6GB 5.25 SCSI2 drive		
000395	Pentium 200mhz MMX 3.2G IDE HD HP Deskjet 870		
000396	Printer - Cannon color bubblejet BJC-620		
000397	Printer - photа fargo fotofun digital color		
000398	Printer Canon BJC-250 color bubble jet		
000497	Procurve Swith 400m RJ45 10/100 &Module 8 Port		
000500	Protec Bytelan keyboard w/laser pointer		
000501	Radar - Genesis I sys w/k-band ant		
000501	Radar - Genesis I sys w/k-band ant		
000502	Radar - Genesis I sys w/k-band ant		
000503	Radar - Genesis I sys w/k-band ant		
000504	Radar - Genesis I sys w/k-band ant		
000505	Radar - Genesis I system		
000507	Radar - Genesis I system		
000508	Radar - Phantom handheld w/tuning fork		
000509	Radar - Phantom handheld w/tuning fork		
000511	Radar K55		
000512	Radar K55X 266000041		
000514	Radar MPH		2538
000515	Radar MPH		
000516	Radar MPH		3639
000517	Radar MPH		3641

000518	Radar MPH K55			
000522	Radar MPH K55			
000530	Radar unit - 4 each k15 moving			
000536	Radar units -2 each MPH K-55 K-band moving/stationary			
000541	Radar units w/Front & Rear Antennas (2)			
000555	RMS-Design License/Software/Database Dictionaries/ODBC Drives			
000556	SnapServer 1000 15GB Network storage device			
000558	Software Office 2000 Professional #IB 2000			
000559	Speakers Yamaha multi-media			
000566	Stribe bar - AEOBE w/light controller			
000567	Switch Box			
000569	Table - 10-foot w/eight wood burgundy chairs			
000574	Tall Chair			
000575	ter			
000580	TP 3 Year Onsite Warranty - IBM		3671	
000587	US Robotics 33.6 external modem			
000600	US Robotics 33.6 external modem			
000656	Whelen PA Siren			
000657	Windows 2000 - Group Policy & Fire Folder Permissions			
000493	Glock FG&R pistol 22 #DCU629US	Burned		FA
000494	Glock FG&R pistol 22 #DCU666US	Burned		FA

Don Blington
7/01/09

CITY OF CLINTON AGENDA ITEM FACT SHEET

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

CONSENT AGENDA: TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Resolution Authorizing the Submission of a Loan Application for the 2009 Drinking Water Systems Improvements Revolving Loan Fund

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: Hisaw

SECONDED BY: Brabham

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Barnett	✓		
Peace	✓		
Morgan	✓		
Cashion	✓		
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
CLINTON, MISSISSIPPI

RESOLUTION
AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION FOR THE
2009 DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND

BE IT RESOLVED BY THE CITY OF CLINTON:

That the Office of the Mayor is authorized to submit a loan application for the 2009 Drinking Water Systems Improvements Revolving Loan Fund for the purchase and installation of new water meters fitted with radio read heads, outfitting vehicles with remote equipment readers, and upgrading computer hardware/software systems.

Alderman Hisaw moved and Alderman Brabham seconded the adoption of the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

AYE	Tony Hisaw
AYE	Tony M. Greer
AYE	Bill Barnett
ABSENT	Kathy Peace
AYE	Mike Morgan
AYE	Mike Cashion
AYE	Jehu Brabham

The motion to adopt the resolution, having received the vote shown above, was declared carried.

The 7th day of July 2009.

Signed: Rosemary G. Aultman
Rosemary G. Aultman, Mayor
Authorized Representative

ATTEST:

Russell Wall
Russell Wall, City Clerk

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI