CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 1, 2009 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Morgan followed by the pledge of allegiance to the flag led by Alderman Cashion.

ROLL CALL City Clerk, Russell Wall

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

APPROVAL OF CONSENT AGENDA ITEMS A - S

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

APPROVAL TO BUILD STORAGE SHED - 403 WEST MADISON STREET – JERRELL HUTSON

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Cashion and **SECONDED** by Alderwoman Peace the board approved the building of a storage shed by Jerrell Hutson to be located at 403 West Madison Street in the City of Clinton, Mississippi. The Historical Preservation Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PAINT COLORS AND LIGHT FIXTURE – 108 W LEAKE STREET – ANDREW KILPATRICK

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Morgan the board approved the paint colors and light fixture requested by Andrew Kilpatrick to be located at 108 W Leake Street in the City of Clinton, Mississippi. The Historical Preservation Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PAINT COLORS – 304, 306, 308 AND 312 JEFFERSON STREET – ELIZABETH MCCOLLOUGH

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved the paint colors requested by Elizabeth McCollough to be located at 304, 306, 308 and 312 Jefferson Street in the City of Clinton, Mississippi. The Historical Preservation Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 133 LAKE ESTATES

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved a resolution determining the necessity for the cleaning of private property located at 133 Lake Estates, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances. A public hearing was held and the property owner Mary Barefoot was present. Ms Barefoot stated that she was physically and financially unable to clean the property. She also stated that she had been checking with various federal, state and local agencies to get money to help her with the cleanup of the property. As of this time she stated that she has been unable to find any money. The board also approved a thirty (30) day extension and asked that Ms. Barefoot return to the board with a report on her progress and ordered that during the thirty (30) day extension the water in the pool be removed and/or treated for mosquitoes. A copy of the resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 108 MARY'S COVE

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved a resolution determining the necessity for the cleaning of private property located at 108 Mary's Cove, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances. A public hearing was held but no one representing the property owners was present and there was no public comment. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION AUTHORIZING AND APPROVING THE MAYOR TO EXECUTE AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH REGIONS EQUIPMENT FINANCE CORPORATION FOR THE PURPOSE OF LEASE-PURCHASING ONE (1) 2009 1500 GPM FIRE APPARATUS (PUMPER) TRUCK FOR THE FIRE DEPARTMENT

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board approved a resolution authorizing and approving the Mayor to execute an equipment Lease-Purchase agreement with Regions Equipment Finance Corporation for the purpose of Lease-Purchasing one (1) 2009 1500 GPM Fire Apparatus (Pumper) Truck for the Fire Department. The resolution and agreement is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN OREDR OF THE MAYOR AND BORAD OF ALDERMEN IMPOSING A MORATORIUM ON THE LOCATION OF CERTAIN TYPES OF BUSINESSES IN THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Ken Dreher, City Attorney, a **MOTION** was made by Alderman Greer to remove nail saloons from the order. This motion died as a result of no other board member seconding the motion. Then upon a **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan the board approved an order of the Mayor and Board of Aldermen imposing a moratorium on the location of certain types of business in the City of Clinton, Mississippi. The order is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

PUBLIC HEARING 2009 – 2010 BUDGET

A public hearing was held as required by state statute to review the proposed budget and millage levy. There was no comment from the public concerning the proposed budget or millage levy.

ADJOURN 8:18 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Hisaw to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on September 15, 2009 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary G. Aultman — September 2, 2009
Rosemary Aultman, Mayor — Date

ATTEST: Russell L Wall — September 2, 2009
Russell L. Wall, City Clerk — Date

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: September 1, 2009 AGENDA ITEM NO. 7A

CONSENT AGENDA:

TO:
FOR:
ACCT. NO :

DISCUSSION/ACTION: Request for approval to build storage shed at 403 West Madison St. on the condition it be located in the far rear yard--Jerrell Hutson

INTRODUCED BY: Jerry Bounds TELEPHONE: 924-2256

Planning & Historical } approved

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other: ______
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION: Planning and Zoning Commission recommends approval

BOARD ACTION: MOTION MADE BY: Cashion

SECONDED BY: Peace

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.

August 18, 2009

J.B. Bounds, Director
Community Dev.
Clinton, Ms.

Re: Storage Shed
405 W. Madison
Clinton, Ms. 39056

Dear J.B.,

We would like to respectfully request that we be permitted to build a storage building (see attached) at 405 W. Madison in Old Town. We would like to position it at the end of the driveway since the house is built on a hillside & the end of the drive is almost hidden from the street. If this position is not permitted we could build it so that it is hidden from the street.

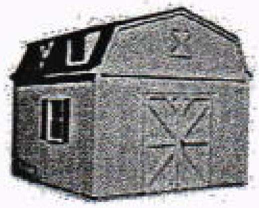
Sincerely

Jewell & Martha Hutson

403 W. Madison St
Clinton, Ms 39056

phone: 601-750-1996

More saving. More doing.



Handy Home Products Sequoia 12 Ft. X 12 Ft. Storage Building Kit

Model # 18201-3 Internet/Catalog # 100592126
Store SO SKU# 603670

$2,149.00/Each Price
Includes shipping

Only $76 per month when purchased with The Home Depot Consumer Credit Card.
Monthly Payment Details

Quantity: 1 ADD TO CART

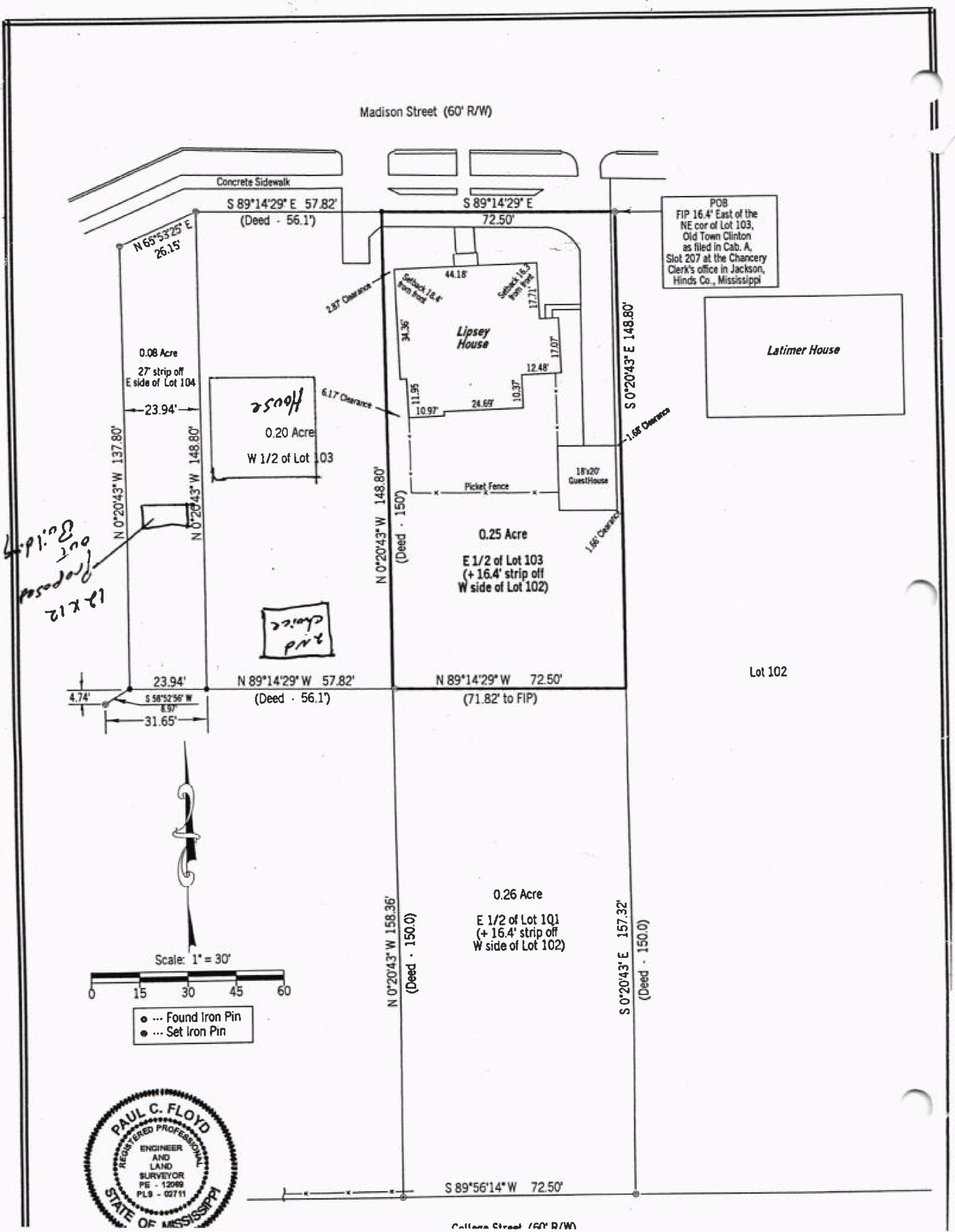
Online Only

Add to My List

View Larger More Views

★★★★★	Be the first to write a review.
Write a review for a chance to win a $250 Gift Card. Learn More.	

This item cannot be shipped to the following state(s): HI,AK



Madison Street (60' R/W)
Concrete Sidewalk
S 89°14'29" E 57.82'
(Deed - 56.1')
S 89°14'29" E
72.50'
POB
FIP 16.4' East of the NE cor of Lot 103, Old Town Clinton as filed in Cab. A, Slot 207 at the Chancery Clerk's office in Jackson, Hinds Co., Mississippi
N 65°53'25" E
26.15'
44.18'
Setback 18.4' from front
Setback 16.3' from front
17.71'
2.87' Clearance
Lipsey House
34.36'
17.07'
12.48'
10.37'
24.69'
10.97'
11.95'
6.17' Clearance
Latimer House
S 0°20'43" E 148.80'
1.68' Clearance
0.08 Acre
27' strip off E side of Lot 104
23.94'
House
0.20 Acre
W 1/2 of Lot 103
N 0°20'43" W 137.80'
N 0°20'43" W 148.80'
N 0°20'43" W 148.80'
(Deed - 150')
18'x20' GuestHouse
Picket Fence
0.25 Acre
E 1/2 of Lot 103
(+ 16.4' strip off W side of Lot 102)
1.66' Clearance
12 x 12 Proposed out Building
2nd choice
23.94'
N 89°14'29" W 57.82'
(Deed - 56.1')
N 89°14'29" W 72.50'
(71.82' to FIP)
Lot 102
4.74'
S 58°52'56" W
8.97'
31.65'
0.26 Acre
E 1/2 of Lot 101
(+ 16.4' strip off W side of Lot 102)
N 0°20'43" W 158.36'
(Deed - 150.0)
S 0°20'43" E 157.32'
(Deed - 150.0)
Scale: 1" = 30'
0
15
30
45
60
Found Iron Pin
Set Iron Pin
PAUL C. FLOYD
REGISTERED PROFESSIONAL
ENGINEER AND LAND SURVEYOR
PE - 12069
PLS - 02711
STATE OF MISSISSIPPI
S 89°56'14" W 72.50'
College Street (60' R/W)

City of Clinton
Mississippi
Community Development

August 19, 2009

Mr. Jerrell Hutson
403 West Madison St.
Clinton, MS 39056

Mr. Hutson;

I have received your request to place an accessory building at 405 West Madison St. In addition to the information you have submitted, a site plan showing the accessory building location with dimensions from lot lines is required. The Planning and Zoning Board will meet on September 29, and Mayor and Board of Alderman will meet October 6, 2009. These meetings will be held at 305 Monroe Street start at 7:00 pm. Please make a note of these times and dates as you or your representative are required to be present.

If I can be of any further assistance don't hesitate to call. 601 924-2256

Sincerely,

Jerry "J.B." Bounds

P. O. Box 156 · 200 W. Leake Street · Clinton, MS 39056 · (601) 924-2256 · fax (601) 924-0837

PLANNING AND ZONING COMMISSION

Clinton, MS
Tuesday August 25th, 2009
7:00 p.m.
Municipal Courtroom
305 Monroe Street

Minutes by Cassie Cutrer, Assistant

Commission Members Present: Bettye King, Jim Martin, Pat Smith, Foster Ellis, Nancy Davis, Ryan Tracy

City Officials Present: Ken Dreher, City Attorney, Jerry Bounds, Director

I. Call to Order

Jim Martin called the meeting to order at 7:00 p.m.

II. Consideration and Approval of June 23, 2009 Minutes

MOTION made by Bettye King to amend her vote in the June 23, 2009 minutes of "opposed" to "in favor" of the motion made to DENY the conditional use request by Randy Rossell to operate a Millcreek Day School at 499 Hwy 80 E. SECOND by Nancy Davis. MOTION carried UNANIMOUSLY, NONE opposed.

III. New Considerations

A. Elizabeth McCollough/Matt Wiggins: Requesting approval to repaint 304, 306, 308, 310, and 312 Jefferson Street.

Jerry Bounds referred to the colors included in the commission's packets which Elizabeth McCollough had chosen to paint buildings 304, 306, 308, 310, and 312 on Jefferson Street. Jerry Bounds asked Elizabeth McCollough when she planned on painting. Elizabeth McCollough said that she planned on painting soon after she received approval.
Ryan Tracy commended McCollough's initiative in painting the buildings.

A PUBLICE HEARING was held. No comments were made.

MOTION made by Ryan Tracy to approve paint colors chosen by Elizabeth McCollough for 304, 306, 308, 310, and 312 Jefferson Street. SECOND by Foster Ellis, Jr. MOTION carried UNANIMOUSLY. NONE opposed.

B. Andrew Kilpatrick. Requesting approval to paint 108 West Leake Street and hang light fixture.

Jerry Bounds explained that Andrew Kilpatrick was a contractor lawyer who has recently brought his office to Olde Towne. He referred the commission members to the selected paint colors included in their packets. He also showed the members the submitted paint swatches. He explained that Mr. Kilpatrick would not be painting the brick, but just the stucco. And that he would use whichever color was approved. He also stated that the Historical Preservation Committee approved the colors.

Andrew Kilpatrick commented on the light fixture, saying he hoped it would create a nice ambiance to the building. He also expressed his long time desire to have an office in Olde Towne. Ben Walker also shares ownership of the building. It is his desire to buy other buildings nearby as well. He expressed his desire to increase the ambiance of Olde Towne.

A PUBLIC HEARING was held and no comments were made.

MOTION made by Bettye King to approve the paint colors and light fixture submitted by Andrew Kilpatrick. SECOND by Ryan Tracy. MOTION carried UNANIMOUSLY. NONE opposed.

Andrew Kilpatrick invited all commission members to come by his office and see the changes made on the interior.

C. Dan Joiner. Requesting approval of awning for Cups Espresso Café at 101 West Main Street.

Jerry Bounds requested that this item be moved to the end since Dan Joiner was not yet present at the meeting.

D. Jerrell Hutson. Requesting approval to build storage shed at 405 West Madison Street.

Ryan Tracy excused himself for the discussion and vote of this item.

Jerry Bounds explained that Jerrell Hutson would like to build an accessory building behind his lot at 405 West Madison Street. Each member was given a selection of pictures showing where Mr. Hutson would like to place the storage shed. Jerry Bounds explained that Mr. Hutson's first choice of placement would be at the end of his driveway, which is technically in the back yard. He stated that the shed could be seen if a person was positioned right in front of the drive. Mr. Hutson's second choice would be more directly behind his house in the yard, where it would not be visible at any position from the street.

Jerrell Hutson explained that the shed would be placed in the yard next door to his house, which is a rental house. His mother, who lives with he and his wife, requested he build the 12x12' shed. He confirmed with Jerry Bound's statement that if one were right in front of the drive, you would be able to see the shed. Coming up the hill, one can't see down the drive. The basketball goal in the yard is the height of the shed, which you can only see once right in front of the drive. This location is Mr. Hutson's preference. He said he would paint the shed the same color of his house.

Jerry Bounds commented that the Historical Preservation committee had no preference to the locations submitted by Mr. Hutson.

Jim Martin asked if there were any more questions from the commission members. He expressed to Mr. Hutson his appreciation for all he's done for Olde Towne and asked how much trouble it would be to put the shed in the second location.

Jerrell Hutson said it was more convenient to put materials in storage with his first option, however, he did not see a problem with the second location.

Bettye King expressed her appreciation for Mr. Hutson's work in Olde Towne. She also stated that she would like to see the storage shed behind the house; a shed does not fit in with the historical area.

Jim Martin commented that even though the shed would be technically behind the house with option one, it looks like the side of the house.

Jerrell Hutson said he could put the storage building in the second location submitted.

Jim Martin expressed his understanding for the convenience of the first location, but wanted to know if it was imposing too much to build it in the second location.

Jerrell Hutson affirmed his ability to build it in the second location.

Foster Ellis agreed that he liked the location of the storage building further back in the yard rather than the end of the drive.

Jim Martin asked for any other questions.

A PUBLIC HEARING was held. No comments made.

MOTION made by Foster Ellis to approve the storage shed at 405 West Madison Street on the condition it is built in the rear yard as described by Mr. Hutson's second location option. SECOND made by Nancy Davis. MOTION carried UNANIMOUSLY with Ryan Tracy absent from the vote.

Ryan Tracy returned for discussion on the next item.

Jerry Bounds gave the option to the commission members to postpone the discussion and vote for Cups request for an awning to the next meeting. Dan Joiner, Cups representative had not yet arrived. MOTION made by Bettye King to table the discussion and vote until a later meeting. SECOND by Pat Smith. MOTION carried UNANIMOUSLY.

IV. Other Business

No other business was discussed.

V. Next Meeting

The next meeting will be held on September 22, 2009, at 7:00 p.m. in the Municipal Courtroom.

VI. Adjournment

MOTION made by Ryan Tracy to adjourn the meeting. SECOND by Foster Ellis. MOTION carried UNANIMOUSLY. NONE opposed. The meeting was adjourned at 7:15 p.m.

BON CHIC

ANTIQUES & INTERIORS

To: J.B. Bounds

From: Elizabeth McCullough / Matt Wiggins

Attached are the paint colors I have selected for your review.

From Left to Right:

312: Body: custom color match (ivory shade)
Door: B.M. Raccoon Hollow

310: Body: F+B. Pointing
Door: B.M. Spring Iris

308: Body: B.M. Papaya
Door: Natural wood w/ protective laquer coat

306: Body: B.M. ~~[illegible]~~ tapestry beige
Door: B.M. sea cliff heights

304: Body: B.M. Northern Cliffs
Door: Custom color match (charcoal gray shade)

Thank you. Can't wait to get this done!

Sincerely,

Robert

312 JEFFERSON STREET • CLINTON, MISSISSIPPI 39056 • 601.924.2000

BONCHICANTIQUES@GMAIL.COM

504.382.4184 cell

City of Clinton
Mississippi
Community Development

August 6, 2009

Ms. Elizabeth McCullough
312 Jefferson St.
Clinton, MS 39056

Ms. McCullough

I have received you color samples and your request to repaint the front of the buildings at 304, 306, 308, 310, and 312 Jefferson St. The Planning and Zoning Board will meet on August 25, and Mayor and Board of Alderman will meet September 1, 2009. These meetings will be held at 305 Monroe Street start at 7:00 pm. Please make a note of these times and dates as you or your representative are required to be present.

If I can be of any further assistance don't hesitate to call. 601 924-2256

Sincerely,

Jerry "J.B." Bounds

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: September 1, 2009 AGENDA ITEM NO. 7B

CONSENT AGENDA:

TO:
FOR:
ACCT. NO :

DISCUSSION/ACTION: Request for approval of paint colors and light fixture for 108 W Leake St.-- Andrew Kilpatrick

INTRODUCED BY: Jerry Bounds TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other: ______
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION: ~~Planning and Zoning~~ Commission recommends approval
Historical approves

BOARD ACTION: MOTION MADE BY: Barnett

SECONDED BY: Morgan

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.

GORE, KILPATRICK & DAMBRINO
A PROFESSIONAL LIMITED LIABILITY COMPANY

JAY GORE, III
ANDREW J. KILPATRICK, JR.
ROBERT J. DAMBRINO, III
R. ADAM KIRK •
ASHLEY N. LANE

•Also admitted in Tennessee

ATTORNEYS AT LAW
400 LEGACY PARK, Suite B
POST OFFICE DRAWER 2900
RIDGELAND, MISSISSIPPI 39158
TELEPHONE: 601-957-1595
TELECOPIER: 601-957-1790
akilpatrick@gorekilpatrick.com

JAY GORE, JR.
(1925-1995)

GRENADA OFFICE
135 1ST STREET/38901
POST OFFICE DRAWER 901
GRENADA, MS 38902-0901
TELEPHONE: 662-226-1891
FACSIMILE: 662-226-2237

July 28, 2009

Jerry Bounds
Clinton Community Development
Post Office Box 156
Clinton, MS 39060

Re: 108 West Leake Street Renovation

Subject: Outside Color Selection & Proposed Sign for Building

Dear J.B.:

My wife met with you and Tara last week regarding the proposed color selection for the stucco on the front of the 108 West Leake Street property. We propose to use one of the two colors accompanying this letter. They are identified as "SW 6135 Ecru" or "SW 6120, Believable Buff". Please advise if either or both are acceptable.

I had previously e-mailed Robert a picture of the sign we propose to use. Let me know if I need to resend the e-mail. It is identical to the sign on our Grenada building. It would be placed over the glass panel on the front of the building between the two doors. We do not intend to put a sing on the top of the building, preferring to keep it simple and not mess with the stucco. Let me know if that is acceptable.

I understand that this month's meeting was cancelled. is there any way we can get approval of either or both of these items before September? I would like to get the contractor completed but if not we will just carry it out until it is approved.

Let me know if you have any questions.

Sincerely,

Andrew J. Kilpatrick, Jr.

Enc:
cc: Tara Lytal (w/o enc.)
Ben Walker (w/o enc.)

More saving. More doing.

Click the main window to zoom and recenter the image or use the view window below.

+ IN

– OUT

RESET

City of Clinton
Mississippi
Community Development

July 30, 2009

Mr. Andrew Kilpatrick
Post Office Drawer 2900
Ridgeland, MS 39158

Mr. Kilpatrick

I would like to welcome you to the City of Clinton. I have received your letter concerning the colors for the front of your building located at 108 West Leake Street. I have your request scheduled for review by the Historical Preservation Committee August 18, 2009, the Planning and Zoning Committee August 25, 2009 and the Mayor and Board of Alderman September 1, 2009. Please make a note of these dates. You or a representative will need to attend the Planning and Zoning and the Mayor and Board of Alderman meetings. These will be held in the Court room, located at 305 Monroe Street, beginning at 7:00 pm.

If you have any questions or I can be of any further assistance. I can be reached at (601) 824-2256

Sincerely,

JB

Jerry "J.B." Bounds

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: September 1, 2009 AGENDA ITEM NO. 7C

CONSENT AGENDA:

TO:
FOR:
ACCT. NO :

DISCUSSION/ACTION: Request for approval of paint colors for 304, 306, 308, and 312 Jefferson St.-- Elizabeth McCollough

INTRODUCED BY: Jerry Bounds TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other: ______
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION: Planning and Zoning Commission recommends approval
Historic approves.

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Peace

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.

Did Ms Development authority for grant money. Grants with Fed Gov.
Morrison Baptist church for help. Ms Dept of Community Services

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: September 1, 2009 AGENDA ITEM NO. 8

CONSENT AGENDA:

TO: Prior to taking action estimate on cost to city. ~~No one present to speak~~

FOR:

ACCOUNT NO: physical and financial means to clean property

INTRODUCED BY: Mary Boufeat

DISCUSSION/ACTION: Unkempt property – 133 Lake Estates

INTRODUCED BY: Tammie Roberson, Compliance Officer

BOARD ACTION: MOTION MADE BY: Greer

SECONDED BY: Brabham

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

extend 30 day grace period to see what can be done. Come back to Board with a report on progress. Water out of pool.

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 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 133 Lake Estates Clinton, Mississippi, and after full consideration of the matter, Alderman GREER 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 133 Lake Estates, 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 133 Lake Estates, 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., September 1, 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, debris , dilapidated buildings and fill in pool.

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 133 Lake Estates, 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, debris , dilapidated buildings and fill in pool.

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 Brabham 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:	AYE
Alderman Hisaw voted:	AYE
Alderman Greer voted:	AYE
Alderman Barnett voted:	AYE
Alderwoman Peace voted:	AYE
Alderman Morgan voted:	AYE
Alderman Cashion voted:	AYE

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

The foregoing Resolution was approved this the 1st day of September 2009.

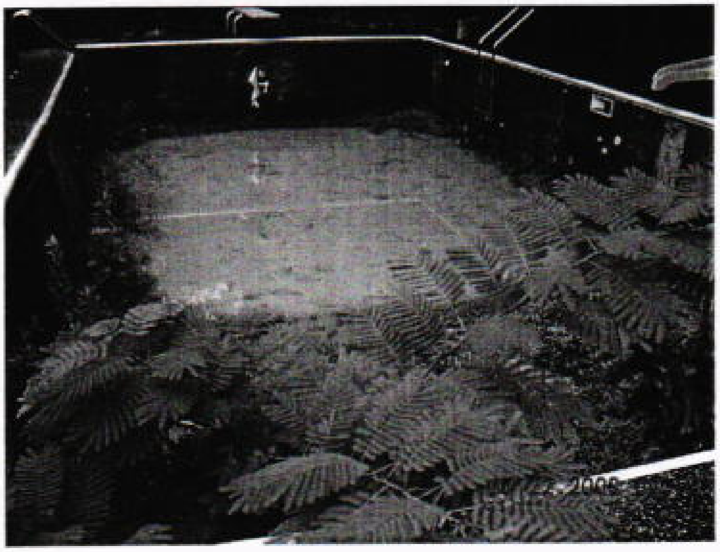
CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

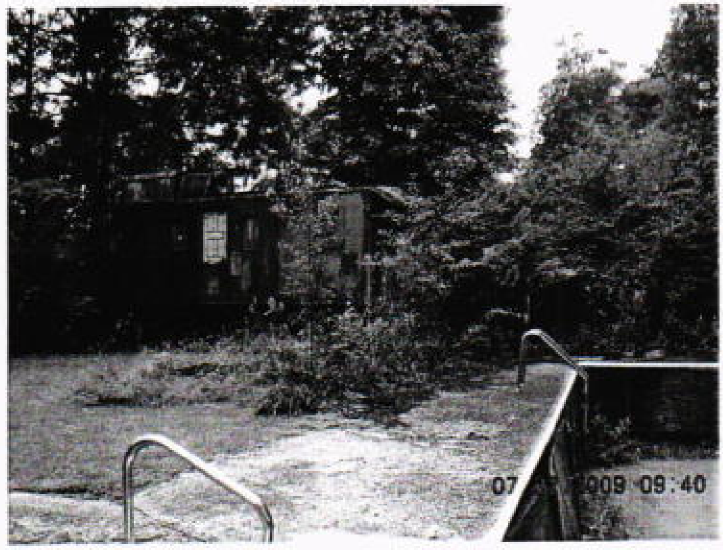
ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI



7/22/2009



7/22/2009

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CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: September 1, 2009 AGENDA ITEM NO. 9

CONSENT AGENDA:

TO:

No one here To speak

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Unkempt property – 108 Mary's Cove

INTRODUCED BY: Tammie Roberson, Compliance Officer

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.

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 108 Mary's Cove Clinton, Mississippi, and after full consideration of the matter, Alderman Cashion 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 108 Mary's Cove, 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 108 Mary's Cove, 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., September 1, 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, debris and dilapidated buildings.

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 108 Mary's Cove, 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, debris and dilapidated buildings

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 BRABHAM 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:	AYE
Alderman Hisaw voted:	AYE
Alderman Greer voted:	AYE
Alderman Barnett voted:	AYE
Alderwoman Peace voted:	AYE
Alderman Morgan voted:	AYE
Alderman Cashion voted:	AYE

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

The foregoing Resolution was approved this the 1st day of SEPTEMBER 2009.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L Wall
RUSSELL L. WALL, City Clerk

(SEAL)

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

8/26/2009

8/26/2009

8/26/2009

8/26/2009

CITY OF CLINTON
PUBLIC HEARING – 2009 – 2010 BUDGET
TUESDAY SEPTEMBER 1, 2009 – 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE ST

NO.	NAME	ADDRESS
1	Barry Burnside	122 Bailey's Ridge Circle Clinton, MS 39056
2	[illegible]	131 Longwood Dr. Clinton, MS 39056
3	Kathy Pence	1512 Hawthorne PL Clinton 39056
4	Angela Richburg	5117 Palestine Rd Raymond, MS 39154
5	MIKE CASHION	212 CHURCH ST CLINTON MS 39056
6	Mike Morgan	102 Eva Lane
7	Nancy Davis	504 Hampton ST (Huntcliff)
8	WILLIAM BARNETT	1006 BRINMAWOOD DR.
9	John Weisenberger	1718 McAlpin Rd.
10	Todd Rushing	114 AFTON WAY
11	DEEPAK RAO	104 MERLOT COVE
12	Timmy Lewis	301 Concord Dr.
13	Baxter Howell	104 Stonebrook Ct
14	Andrew Lewis	301 Concord Dr

Ruth Ingram 703 Dunton Rd Clinton

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: September 1, 2009 AGENDA ITEM NO. 10

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval of a resolution authorizing and approving the Mayor to execute an equipment Lease-Purchase agreement subject to the City Attorney's review with Regions Equipment Finance Corporation for the purpose of Lease-Purchasing one (1) 2009 1250 GPM Fire Apparatus (Pumper) Truck for the Fire Department.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Barnett

SECONDED BY: Peace

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 REGIONS EQUIPMENT FINANCE CORPORATION 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 Regions Equipment Finance Corporation (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 10 years;

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

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

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

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

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

Section 2. The Agreement is being issued in calendar year 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 $624,339.00 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than $30,000,000 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 $30,000,000.

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

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

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

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

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 1st day of September 2009.

Rosemary G. Aultman

Rosemary G. Aultman, Mayor

ATTEST:

Russell L. Wall

Russell L. Wall, City Clerk

CITY OF CLINTON
OFFICIAL
SEAL
MISSISSIPPI

September 15, 2009

Lease No. 001-0006469-001

[MISSISSIPPI]

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lessor: REGIONS EQUIPMENT FINANCE CORPORATION

Address: P.O. Box 2545, Birmingham, Alabama 35202

Lessee: CITY OF CLINTON, MISSISSIPPI

Address: 1234 CLINTON RAYMOND ROAD, CLINTON, MS 39056

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the items of Equipment (the "Equipment") described in Exhibit A attached to this Equipment Lease-Purchase Agreement (the "Lease"), upon the following terms and conditions:

1. **Delivery and Acceptance**. Lessee, or if Lessee so requests, Lessor, will cause the Equipment to be delivered to Lessee at the location specified in Exhibit A (the "Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational, or in the event that the manufacturer or vendor allows a pre-acceptance test period, as soon as the test period has expired. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor an acceptance certificate ("Acceptance Certificate") in the form attached hereto as Exhibit B upon receipt of the Equipment.

2. **Term**. This Lease will become effective upon the execution hereof by Lessee and Lessor. The term of this Lease will commence on the date the Equipment is accepted pursuant to Section 1 above and, unless earlier terminated as expressly provided for in this Lease, will terminate absolutely, without further obligation on the part of the Lessee, at the end of the fiscal year in which this Lease is executed and at the end of each succeeding fiscal year for which it may be renewed as hereinafter provided. The term of this Lease will be automatically renewed for an additional period of one year at the end of each fiscal year unless Lessee gives written notice to Lessor of its intent to terminate the Lease not less than 60 days prior to the end of the fiscal year. If not sooner terminated, the Lease will continue until the Expiration Date set forth in Exhibit C attached hereto (the "Lease Term"). THIS EQUIPMENT LEASE CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.

3. **Rent**. Lessee agrees to pay to Lessor or its assignee the lease payments (the "Lease Payments"), including the interest portion, equal to the aggregate amounts specified in Exhibit C; provided, however, that the Lessee shall be obligated to make such Lease Payments during any fiscal year to the extent that such Lease Payments may be made from current revenues lawfully budgeted and appropriated for such purpose during such year. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment date as set forth in Exhibit C and thereafter on the dates set forth in Exhibit C. Any payments received later than ten days from the due date will bear interest from the due date at the rate of 3% in excess of the rate set forth on Exhibit C or the highest rate permitted by law, whichever is less. Except as specifically provided in Section 4 hereof, the obligation to make the Lease Payments will be

absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever. Any and all payment(s) received by Lessor hereunder shall be applied to amounts due hereunder at Lessor's sole discretion notwithstanding any contrary instruction or instrumentation by Lessee. Unless Lessor decides, in its sole discretion, to apply any and all payments(s) received from Lessee in a different manner, then any payments shall be applied in the following order of priority: (1) to repay any reimbursement items due Lessor from Lessee pursuant to the provisions of this Lease; (ii) to pay for any amounts owed by Lessee by virtue of its indemnification obligations under Section 16 hereof; (iii) to any accrued interest owed in connection with a late Lease Payment; (iv) to any accrued interest with respect to any Lease Payments then due; and then (iv) to reduce the principal component(s) of the Lease Payment(s) as and when due hereunder.

Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation.

The total obligation of Lessee for the fiscal year of execution is the sum of the **monthly** payments for such fiscal year as set forth on Exhibit C. The total obligation of Lessee in each fiscal year renewal term is the sum of the **monthly** payments during such fiscal year renewal term as set forth on Exhibit C. A schedule of Lessee's total obligation for the fiscal year of execution and for each fiscal year in which this Lease is renewed is attached hereto as Exhibit C.

4. **<u>Nonappropriation of Funds</u>.** In the event no funds or insufficient funds are appropriated and budgeted, or funds are otherwise not available out of current revenues of Lessee by any means whatsoever, in any fiscal period for Lease Payments due under this Lease, then Lessee will immediately notify Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably and immediately surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor and to execute any and all documents necessary or convenient to memorialize the relinquishment of all of Lessee's rights, title and or interest in such Equipment to Lessor or its successors or assigns. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not, during a period of three (3) years after such termination occurs, appropriate funds or otherwise give priority in the application of funds to any other functionally similar equipment. This section will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same function for which the Equipment is intended.

Notwithstanding any provision to the contrary contained in this Lease, it is expressly understood and agreed that Lease Payments to be made in each fiscal year shall be payable only out of current revenues of Lessee for that fiscal year lawfully budgeted and appropriated during such year.

5. **Limitation on Warranties and Disclaimer.** Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT INCLUDING THE MAINTENANCE , INSTALLATION, OPERATION, OR REPAIR THEREOF. Lessee acknowledges that it has selected the equipment based upon its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. All Equipment is or will be accepted by Lessee "as is" after inspection by Lessee.

Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default (as hereinafter defined) has occurred and is continuing, all manufacturer's warranties, if any, express or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense.

6. **Authority and Authorization.** Lessee represents, covenants and warrants, and as requested by Lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is a fully constituted political subdivision, agency or public corporation of the State of Mississippi; (ii) the execution, delivery and performance by Lessee of this Lease has been duly authorized by all necessary action on the part of Lessee; (iii) this Lease has been executed on behalf of the Lessee by its duly authorized officers; and (iv) this Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

7. **Title**. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; subject to reversion to Lessor (i) in the event of termination of this Lease by Lessee pursuant to Section 4 hereinabove; or (ii) upon the occurrence of an Event of Default hereunder related to said Equipment, and as long as such Event of Default is continuing. Lessee (i) shall not sell, assign, subject or otherwise dispose of, or permit legal process or encumbrance upon or against any interest in, this Lease or the Equipment; (ii) shall keep the Equipment free of liens and give immediate written notice to Lessor of any such process or encumbrance; and (iii) shall, at its sole expense, protect and defend Lessor's title and interest against all persons claiming against or through Lessee and indemnify and hold Lessor harmless from and against any loss caused thereby. Lessee shall affix to the Equipment any markings requested by Lessor or execute any and all documents reasonably requested to be signed by Lessee to memorialize Lessor's interest in such Equipment.

8. **Security Interest**. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and

in all additions, attachments, accessions, and substitutions thereto, and in any proceeds therefrom, (ii) agrees that this Lease or a memorandum of lease may be filed as a financing statement evidencing such security interest, (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest, and (iv) agrees to pay all fees and charges necessary for filing or recording such instruments or establishing or maintaining such security interest. Lessee acknowledges that only Lessor's original of this Lease constitutes chattel paper for purposes of the Mississippi Uniform Commercial Code. No security interest can be perfected by possession of any other counterpart or of the Equipment.

9. **Personal Property**. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a landlord or mortgagee waiver with respect to the Equipment.

10. **Use; Repairs**. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, will keep the Equipment in good repair, good operating condition and working order, according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and shall furnish proof of such maintenance, if requested by Lessor, and shall furnish all needed servicing and parts, which parts shall become the property of Lessor and part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will, at its expense, furnish Lessor upon its reasonable request with a maintenance agreement with a party satisfactory to Lessor.

11. **Alterations**. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment. Any alteration to the Equipment which cannot be readily removed without damage to the Equipment shall become part of the Equipment and the property of Lessor. Notwithstanding the foregoing, any upgrade, addition or modification added by the Lessee as required by law or under any manufacturer's or service's recommendations shall, without further action, become a part of the Equipment and the sole property of Lessor.

12. **Location; Inspection**. The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from, the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

13. **Liens and Taxes**. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall reimburse Lessor therefor immediately upon demand from Lessor. Lessee agrees to cooperate with Lessor in filing all tax returns and informational statements, if any, required by any federal, state, and/or local governmental agency.

14. Risk of Loss: Damage; Destruction. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date; and (ii) an amount equal to the applicable Concluding Payment set forth in Exhibit C. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of, negotiate with insurance carrier(s), bring lawsuits, settle claims or suits, and execute and endorse all documents, checks or drafts issued with respect to any loss, damage, destruction, to, or theft of, the Equipment and/or under any insurance policy relating to the Equipment.

15. Insurance. Lessee will, at its expense, maintain at all times during the Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, and will contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Lessee shall furnish a certificate of insurance or other evidence satisfactory to Lessor that the required insurance coverage is in effect. Lessor shall have no duty to ascertain the existence of or to examine the insurance policies to advise Lessee if the insurance coverage does not comply with the requirements of this Section. If Lessee fails to insure the Equipment as required, Lessor shall have the right, but not the obligation, to obtain such insurance, and the cost of the insurance shall be for the account of Lessee, due as part of the next due Lease Payment. Lessee consents to Lessor's release, upon its failure to obtain appropriate insurance coverage, of any and all information necessary to obtain insurance with respect to the Equipment and/or Lessor's interest therein. Lessor retains the right to substitute its own insurance for any insurance obtained by Lessee in accordance with this Section upon reasonable notice to Lessee with an insurer or through an agent or broker of its choice, at Lessee's sole cost.

16. Indemnification. To the extent permitted by applicable law, Lessee indemnifies and agrees to defend and hold Lessor and any successor, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, attorneys' fees and expenses), damages, losses, judgments and liabilities of any nature whatsoever that may be imposed on, incurred by, or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, or arising out of this Lease or the transactions contemplated hereby, whether or not other parties are involved, including, without limitation, (a) claims for injury to or death of persons and for damage to property, (b) claims relating to patent, copyright or trademark infringement, and (c) claims relating to latent or other defects in the Equipment whether or not discoverable by Lessor. Lessee agrees to give Lessor prompt notice of any such claim or liability. Any payment made hereunder to Lessor shall include the amount of any taxes required to be paid by Lessor as the result of the receipt of such payment. The provisions of this Section 16 shall survive the termination of this Lease.

17. **Purchase Option**. Upon 30 days prior written notice from Lessee to Lessor, and provided that there is no Event of Default, or an event which with notice or lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Exhibit C by paying to Lessor, on such date, the Lease Payment then due together with the Concluding Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor. Unless Lessee exercises an option to purchase the Equipment or renews the terms of this Lease as provided in any Exhibit to this Lease and except as otherwise provided in this Lease, upon expiration of the Term as to each item of Equipment or upon demand of Lessor pursuant to this section, Lessee, at its own risk and expense, including, but not limited to the expense of maintaining all insurance thereon, shall either (a) provide adequate and suitable storage space at the place where the Equipment was delivered hereunder or to which it was moved in accordance with this Lease, and shall permit Lessor to store such Equipment free of charge, and at the risk of Lessee for public liability and physical damage exposure, for a period not to exceed one hundred eighty (180) days, during which period Lessor will be allowed reasonable access thereto; or (b) immediately assemble, prepare for shipment, and return the Equipment to Lessor in the same condition as delivered, ordinary wear and tear excepted, and meeting all recertification requirements, with all damaged or missing parts replaced, at such location within the United States as Lessor shall designate. Lessee agrees to provide to Lessor written notice at least one hundred eighty (180) days prior to the end of the Term of the Lease if Lessee intends to return the Equipment to Lessor (the "Return Notice"). In the event Lessee fails to deliver to Lessor the Return Notice at least one hundred eighty (180) days prior to the end of the Term of the Lease, the Term shall be extended automatically for one hundred eighty (180) days and Lessee shall continue to pay Lease Payments as agreed to by the Lessor and Lessee at such time.

18. **Assignment**. Without Lessor's prior written consent, Lessee shall not (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment, or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees or agents. Lessee shall remain primarily liable on this Lease. Lessor may assign its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Lessee agrees that any such assignment shall not materially change Lessee's duties or obligations under this Lease. Any such assignees shall have all the rights of Lessor under this Lease. No assignment or reassignment of any of Lessee's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessor shall have consented to such assignment and Lessor has received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee. DURING THE LEASE TERM LESSEE SHALL KEEP A COMPLETE AND ACCURATE RECORD OF ALL SUCH ASSIGNMENTS IN FORM NECESSARY TO COMPLY WITH SECTION 149(a) OF THE INTERNAL REVENUE CODE OF 1986, OR ANY SUCCESSOR PROVISION THERETO, AND THE REGULATIONS, PROPOSED OR EXISTING, FROM TIME TO TIME PROMULGATED THEREUNDER. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

19. **Events of Default**. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events:

(a) Lessee fails to make any Lease Payment (or any other payment including insurance premiums required hereunder) when due in accordance with the terms of this Lease, and any such failure continues for ten days;

(b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within 20 days after written notice thereof by Lessor; or

(c) The discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect;

(d) Lessee shall attempt to abandon, remove, sell, encumber or sublet any item of Equipment or to assign any rights under or interest in this Lease; or

(e) Lessee fails to appropriate sufficient funds to pay all Lease Payments due or to become due for the then-current fiscal year; or

(f) Lessee shall become insolvent or make as assignment for the benefit of creditors, or a trustee or receiver shall be appointed for Lessee or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Lessee; or

(g) Lessee shall suffer a material adverse change in its financial conditions or operations; or

(h) Lessee shall be in default under any other agreement with Lessor or any of its affiliates or any other lender.

20. **Remedies**. Upon the occurrence of an Event of Default, and so long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies:

(a) the Lessor may, at its option, declare all installments of the Lease Payments, payable until the end of the Term of the Lease, to be immediately due and payable, whereupon the same shall become immediately due and payable. If Lessor elects to exercise the remedy afforded in this Section 20(a) and accelerates all Lease Payments payable until the end of the Term of this Lease, the amount then due and payable by the Lessee as accelerated rents shall be the sum of (1) the aggregate Lease Payments due until the end of the Term of this Lease, (2) the Concluding Payment specified as due at the end of the Term of this Lease, less the net amount realized by the Lessor upon disposition of the Equipment, and (3) any other amounts which may be owing to the Lessor pursuant to this Lease;

(b) the Lessor may, without demand or legal process, take possession of the Equipment with or without terminating this Lease and without any liability to the Lessee for such repossession, and lease or sell the Equipment;

(c) release or sell any or all of the Equipment at a public or private sale on such terms and notices as Lessor shall deem reasonable and, in addition to reclaiming the total proceeds received from such lease or sale, recover from Lessee damages, not as a penalty, but liquidated for all purposes and in an amount equal to the sum of (i) any accrued and unpaid Lease Payments, and other amounts due hereunder, as of the later of (A) the date of the Event of Default, the date that Lessor has obtained possession of the Equipment or such other date as Lessee has made an effective tender of possession of the Equipment back to Lessor ("Default Date"); plus Lease Payments (at the periodic rate provided for in this Lease) for the additional period (but in no event longer than six (6) months) that it takes Lessor to resell or re-let all of the Equipment, plus interest at the rate per annum charged by the Internal Revenue Service for the late payment of tax; (ii) the difference between the monthly Lease Payments for the remainder of the Term as they become due and the net proceeds, if any, of any reletting of the Equipment after deducting all of Lessor's expenses in connection with such reletting, including without limitation, all repossession costs, broker's commissions, attorney's fees and expenses, and alteration costs and expenses of preparing the Equipment for reletting; and (iii) any indemnity under Section 16 hereunder, if then determinable, plus interest at the same rate per annum charged by the Internal Revenue Service for the late payment of tax, LESS the amount received by Lessor upon such public or private sale or re-lease of such items of Equipment, if any; and

(d) the Lessor may require the Lessee to furnish copies of all books and records of the Lessee pertaining to the Equipment; and

(e) the Lessor may exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of Mississippi or any other applicable laws, including, without limitation, the rights of a secured party under the Mississippi Uniform Commercial Code, or proceed by appropriate court action to enforce the terms of this Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs and reasonable attorney's fees, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. A cancellation hereunder shall occur only upon notice by Lessor and only as to such Items of Equipment as Lessor specifically elects to cancel, and this Lease shall continue in full force and effect as to the remaining items of Equipment, if any. Lessee shall be liable for and shall pay to Lessor all attorneys' fees and expenses and other costs incurred by Lessor in exercising Lessor's remedies, including placing any Equipment in the condition required by Section 10 hereof. If this Lease is deemed at any time to be one intended as security as set forth in Section 8, Lessee agrees that the Equipment shall secure, in addition to the indebtedness herein, all other indebtedness at any time owing by Lessee to Lessor. No remedy referred to in this Lease is intended to be exclusive, but each shall be in addition to any other remedy referred to or otherwise available to Lessor at law or in equity. No express or implied waiver by Lessor of any Default shall constitute a waiver of any other Default by Lessor or a waiver of any of Lessor's rights and no delay by Lessor in enforcing any right or requiring performance of any provisions of this Lease by Lessee shall be a waiver of such right or affect the right of Lessor to enforce such provision.

Notwithstanding any provision of this Section to the contrary, the Lessee may terminate this Lease as provided in Section 4, and the Lessee shall not be liable under this Lease for any Lease Payments in excess of the amount otherwise due under Section 3.

21. **Notices**. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the

party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing if mailed in accordance with this Section.

22. **Section Headings**. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

23. **Governing Law**. This Lease shall be construed in accordance with, and governed by the laws of, the State of Mississippi.

24. **Delivery of Related Documents**. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease. At the request of Lessor, Lessee will furnish Lessor annual financial statements of Lessee within 120 days after the end of Lessee's fiscal year.

25. **Entire Agreement: Waiver**. This Lease, together with the Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

26. **Decrease in Deductibility of Interest Expense**. The Lessee acknowledges that the Lease Payments were calculated assuming that a financial institution that accepted an assignment of Lessor's interest on the date of delivery of this Lease could deduct 80% of such financial institution's interest expense allocable to this Lease. If (i) the Lessor, or any assignee of the Lessor or its assigns, is a financial institution for purposes of Section 265 of the Internal Revenue Code of 1986 (the "Code"), (ii) the deductible portion of such financial institution's interest expense allocable to this Lease is decreased for any reason (including without limitation a change in applicable law or the fact that this Lease does not qualify as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code), and (iii) such decrease would have been effective if such financial institution had acquired its interest in the Lease on the date of delivery of this Lease, then for each whole percentage point of decrease (below 80%) in the portion of allocable interest expense allowed as a deduction, the interest rate used to calculate the Lease Payments shall increase in an amount sufficient to provide Lessor with the exact same after-tax rate and return as initially calculated assuming that the Lease Payments payable to Lessor by Lessee are "qualified tax-exempt obligations."

The interest rate adjustment required by this Section shall be made each time that the allowable deduction for allocable interest expense decreases and shall be effective as of the date such decrease becomes effective for the financial institution that is at the time Lessor (or an assignee of Lessor or its assigns). No such adjustment in the interest rate shall be effective during any period when the Lessor (or an assignee of Lessor or its assigns) is not a financial institution for purposes of Section 265 of the Code.

Any adjustment required by this Section shall increase the amount of interest payable as a part of each Lease Payment affected, but shall not change the principal component of any Lease Payment.

27. **Covenant Regarding Tax-Exempt Interest**. The Lessee represents and warrants that the interest portion of each Lease Payment will not be includible in gross income of the Lessor. The Lessee covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act

would cause the interest portion of each Lease Payment to be or become includible in gross income of the Lessor for purposes of federal income taxation. Without limiting the generality of the preceding sentence, the Lessee covenants and agrees that, to the extent necessary for the interest portion of each Lease Payment to be so excludable from gross income,

(a) the Equipment shall not be used in any private business use; the Lease Payments shall not be secured by, or derived from, property used in a private business use; no portion of the proceeds of this Lease shall be used to make or finance loans to persons other than governmental units; and proceeds of this Lease shall not be used in any manner that would cause this Lease to be or become a "private activity bond", as defined in Section 141 of the Code; and

(b) the Lessee shall submit to the Secretary of the Treasury a statement or report with respect to the execution and delivery of this Lease as required by Section 149(e) of the Code.

If Lessor determines in good faith (which determination shall be supported by an opinion of nationally recognized bond counsel) or if the Internal Revenue Service shall claim in writing that the interest portion of the Lease Payments is includible in the gross income of Lessor or any former Lessor ("Taxable"), then the interest rate hereunder shall be adjusted to the Prime Rate plus 1.0%, determined daily according to the Prime Rate in effect for such date, effective as to the earliest date that such interest was Taxable. Any additional amount of interest due for the period prior to the date Lessee was notified that interest was Taxable and began making payments at the adjusted rate shall be paid by Lessee, at the option of Lessor, (i) within thirty (30) days after the date Lessee is notified of the amount due, or (ii) on such other payment schedule as shall be satisfactory to Lessor. "Prime Rate" shall mean the rate of interest announced by Regions Bank (the "Bank") as its prime rate, with the understanding that the Bank's prime rate is one of its base rates established from time to time for lending purposes and is not necessarily the best or lowest rate offered by the Bank and is evidenced by the recording thereof after its announcement in such internal publication or publications as the Bank may designate.

28. **Representations of Lessee.** Lessee represents and warrants that: (i) Lessee is a duly constituted, organized and validly existing political subdivision existing under the laws of the State of Mississippi and is authorized to lease personal property and to sell or lease or otherwise dispose of personal property; (ii) Lessee has full power, authority, and legal right to execute, deliver and perform the agreements on its part contained in this Lease; (iii) the person or persons executing this Lease on behalf of Lessee have been duly authorized under the laws of the State of Mississippi and a duly adopted resolution of Lessee's governing body is in full force and effect on the date hereof to execute this Lease on behalf of Lessee and to obligate Lessee hereunder; (iv) Lessee has taken all necessary steps or complied with all procedures required for the authorization and execution of this Lease; (v) all Lease Payments which are to be made hereunder will be paid out of funds which are legally available for such purpose; (vi) Lessee has obtained or made, or does not require, the approval of or the giving of notice to any Federal, State, local or foreign governmental authority in order to enter into this Lease; (vii) Lessee is not required to submit this Lease to Lessee's electorate for approval; (viii) Lessee, by entering into this Lease, does not violate any law binding on Lessee or contravene any indenture, credit agreement, or any other agreement under which Lessee is a party or by which it is bound; (ix) this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (x) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body or judgments which may materially adversely affect Lessee's financial condition or operations; (xi) the Equipment is personal property and is not now nor will it become either real property or a fixture or inventory; (xii) the use of the Equipment is essential, necessary, useful, and appropriate to the lawful purposes of Lessee and in the discharge of its duties as a governmental body; (xiii) the Lease application (if any) is true and is not misleading; (xiv) the execution of this Lease does not constitute a default in any other agreement of Lessee; (xv) there is not existing, and Lessee will not directly or indirectly create, incur, assume or suffer to exist, any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, title thereto or any interest therein, except the respective rights of Bank and Lessee under this Lease and further excepting any mortgage, security interest, pledge, lien or encumbrance granted by Bank; (xvi) the Equipment is of size, design, capacity and manufacture selected by Lessee and will be suitable for Lessee's purposes; (xvii) Lessee will cause to be done, executed, acknowledged and delivered all such further acts, instruments, conveyances and assurances as Bank shall require for accomplishing the purposes of this Lease; (xviii) Lessee, upon delivery of the Equipment under this Lease, shall cause said Equipment to be duly registered, and at all times thereafter to remain duly registered, in the name of Bank, or at Bank's request shall furnish to Bank such information as may be required to enable Bank to make application for such registration, and shall promptly furnish to Bank such information as may be required to enable Bank to timely file any reports required to be filed by it under this Lease with any governmental authority; (xix) Lessee has complied with insurance provisions of Section 15; (xx) Lessee will execute or file any reports or tax forms required by State or Federal authorities; (xxi) Lessee and its governing body reasonably believe that Lessee shall have sufficient available funds during each fiscal year through the maximum term to elect to appropriate monies to make the Lease Payments hereunder; and (xxii) all actions of the governing body of the Lessee and its members concerning this Lease have been taken in accordance with the laws of the State of Mississippi.

29. **Arbitration**. Lessee represents to Lessor that its business and affairs constitute substantial interstate commerce and that it contemplates using the Equipment in substantial interstate commerce. Except as otherwise specifically set forth below, any action, dispute, claim, counterclaim or controversy ("Dispute" or "Disputes"), between or among Lessor, Lessee or any guarantor, including any claim based on or arising from an alleged tort, shall be resolved by arbitration as set forth below. As used herein, Disputes shall include all actions, disputes, claims, counterclaims or controversies arising in connection with this Lease (including all Exhibits and other addenda), any extension of or amendments to this Lease, any security or collateral given to Lessor, any action taken (or any omission to take any action) in connection with any of the foregoing, any part, present and future agreement between or among Lessor, Lessee or any guarantor (including this Lease and any related guaranty agreement), and any past, present or future transactions between or among Lessor, Lessee or any guarantor.

All Disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in Birmingham, Alabama. Defenses based on statutes of limitations, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding with respect to this Lease shall be deemed the commencement of an action for such purposes.

Whenever an arbitration is required hereunder, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of 10 potential arbitrators knowledgeable in the subject matter of the Dispute. Each of Lessor and Lessee shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designed shall select a third arbitrator from the eight remaining potential arbitrators. The panel of three arbitrators shall determine the resolution of the Dispute.

30. **No Agency**. Lessee acknowledges and agrees that neither the manufacturer, the supplier, nor any salesman, representative or other agent of the manufacturer or supplier, is an agent of Lessor. No salesman, representative or agent of the manufacturer or supplier is authorized to waive or alter any term of condition of this Lease and no representation as to the Equipment or any other matter by the manufacturer or supplier shall in any way affect Lessee's duty to pay Lease Payments and perform its other obligations as set forth in this Lease.

31. __Finance Lease__. Lessee acknowledges that for purposes of this Lease is a finance lease and lessor is not an agent of the manufacturer or vendor of the equipment. Lessee acknowledges that Lessee has selected the supplier of the equipment and directed Lessor to purchase the equipment from the supplier. Lessee knows that it is entitled under Article B of Part 5 of Chapter 2A of Title 75 of the UCC to all warranties and other rights provided to Lessee by the supplier of the equipment and to contact the supplier for an accurate and complete statement of any such express warranties and other rights and any disclaimers or limitations of such rights or of remedies.

32. __Waivers of Lessee__. To the extent permitted by Mississippi law, Lessee waives any and all rights and remedies conferred by including, without limitation, any rights to (a) cancel or repudiate the Lease, (b) reject or revoke acceptance of the Equipment, (c) recover damages from the Lessor for breach of warranty or for any other reason, (d) claim a security interest in any rejected Equipment in the Lessee's possession or control, (e) deduct from rent all or any part of any claimed damages resulting from the Lessor's default under the Lease, (f) accept partial delivery of the Equipment, (g) "cover" by making any purchase or lease of substitute equipment, (h) recover from the Lessor or any assignee of the Lessor any general, special, incidental or consequential damages for any reason whatsoever, and (i) specific performance, replevin or the like for any of the Equipment. The Lessee also waives any statutory right it may have now or in the future to require the Lessor to sell or re-lease the Equipment or otherwise to mitigate damages.

33. __Additional Provisions__. Any additional provisions and modifications, if any, to the standard language of this Lease are set forth in Exhibit D attached hereto.

LESSEE:

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman

Title: MAYOR

Attest:

By: Russell R Wall

Title: City Clerk

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

LESSOR:

REGIONS EQUIPMENT FINANCE CORPORATION

By: ____________________

Title: ____________________

EXHIBIT A
TO
EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED September 15, 2009
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION
AND
CITY OF CLINTON, MISSISSIPPI

Description of Equipment

Quantity	Description	Serial No.
1	2009 E-ONE CUSTOM RESCUE PUMPER MOUNTED ON AN E-ONE TYPHOON CHASSIS	4EN6AAA8891005214

Equipment Location
1234 CLINTON RAYMOND ROAD, CLINTON, MS 39056

Identified by:

Lessor: ______________________

Lessee: ______________________

EXHIBIT B
TO
EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED September 15, 2009
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION
AND
CITY OF CLINTON, MISSISSIPPI

Acceptance Certificate

Regions Equipment Finance Corporation
P. O. Box 2545
Birmingham, Alabama 35202

Ladies and Gentlemen:

In accordance with the terms of the Equipment Lease-Purchase Agreement dated **September 15, 2009** (the "Lease") between Regions Equipment Finance Corporation ("Lessor"), and **CITY OF CLINTON, MISSISSIPPI** ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Lease, has been delivered and installed at the Equipment Location specified in Exhibit A to the Lease and was accepted by Lessee on **September 15, 2009**.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. No Event of Default (as defined in the Lease) and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing.

Dated: **September 15, 2009**

CITY OF CLINTON, MISSISSIPPI

By: Russell Wall

Title: City Clerk

EXHIBIT C
TO
EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED September 15, 2009
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION
AND
CITY OF CLINTON, MISSISSIPPI

Commencement Date: **September 15, 2009**
Expiration Date: **September 15, 2019**
Interest Rate: **3.89%**

Total Obligation of **CITY OF CLINTON, MISSISSIPPI**
for Calendar Year of Execution and
Renewal Years

Fiscal Year	Total Obligation	Concluding Payment

SEE ATTACHED AMORT SCHEDULE

Identified by:

Lessor: ____________________

Lessee: Kenneth Wall, City Clerk

Loan Amortization

date	funding	payment	interest @ 3.8900	principal	balance
S[illegible]-09	437,082.00				437,082.00
Oct-15-09		4,402.43	1,416.87	2,985.55	434,096.45
Nov-15-09		4,402.43	1,407.20	2,995.23	431,101.21
Dec-15-09		4,402.43	1,397.49	3,004.94	428,096.27
Jan-15-10		4,402.43	1,387.75	3,014.68	425,081.59
Feb-15-10		4,402.43	1,377.97	3,024.46	422,057.13
Mar-15-10		4,402.43	1,368.17	3,034.26	419,022.87
Apr-15-10		4,402.43	1,358.33	3,044.10	415,978.77
May-15-10		4,402.43	1,348.46	3,053.96	412,924.81
Jun-15-10		4,402.43	1,338.56	3,063.86	409,860.95
Jul-15-10		4,402.43	1,328.63	3,073.80	406,787.15
Aug-15-10		4,402.43	1,318.67	3,083.76	403,703.39
Sep-15-10		4,402.43	1,308.67	3,093.76	400,609.63
Oct-15-10		4,402.43	1,298.64	3,103.79	397,505.85
Nov-15-10		4,402.43	1,288.58	3,113.85	394,392.00
Dec-15-10		4,402.43	1,278.49	3,123.94	391,268.06
Jan-15-11		4,402.43	1,268.36	3,134.07	388,133.99
Feb-15-11		4,402.43	1,258.20	3,144.23	384,989.76
Mar-15-11		4,402.43	1,248.01	3,154.42	381,835.34
Apr-15-11		4,402.43	1,237.78	3,164.65	378,670.70
May-15-11		4,402.43	1,227.52	3,174.90	375,495.79
Jun-15-11		4,402.43	1,217.23	3,185.20	372,310.60
Jul-15-11		4,402.43	1,206.91	3,195.52	369,115.07
Aug-15-11		4,402.43	1,196.55	3,205.88	365,909.19
Sep-15-11		4,402.43	1,186.16	3,216.27	362,692.92
Oct-15-11		4,402.43	1,175.73	3,226.70	359,466.22
Nov-15-11		4,402.43	1,165.27	3,237.16	356,229.06
Dec-15-11		4,402.43	1,154.78	3,247.65	352,981.41
Jan-15-12		4,402.43	1,144.25	3,258.18	349,723.23
Feb-15-12		4,402.43	1,133.69	3,268.74	346,454.49
Mar-15-12		4,402.43	1,123.09	3,279.34	343,175.15
Apr-15-12		4,402.43	1,112.46	3,289.97	339,885.18
May-15-12		4,402.43	1,101.79	3,300.63	336,584.54
Jun-15-12		4,402.43	1,091.09	3,311.33	333,273.21
[illegible]15-12		4,402.43	1,080.36	3,322.07	329,951.14
[illegible]-15-12		4,402.43	1,069.59	3,332.84	326,618.30
Sep-15-12		4,402.43	1,058.79	3,343.64	323,274.66
Oct-15-12		4,402.43	1,047.95	3,354.48	319,920.18
Nov-15-12		4,402.43	1,037.07	3,365.35	316,554.83
Dec-15-12		4,402.43	1,026.17	3,376.26	313,178.57
Jan-15-13		4,402.43	1,015.22	3,387.21	309,791.36
Feb-15-13		4,402.43	1,004.24	3,398.19	306,393.17
Mar-15-13		4,402.43	993.22	3,409.20	302,983.96
Apr-15-13		4,402.43	982.17	3,420.26	299,563.71
May-15-13		4,402.43	971.09	3,431.34	296,132.37
Jun-15-13		4,402.43	959.96	3,442.47	292,689.90
Jul-15-13		4,402.43	948.80	3,453.63	289,236.27
Aug-15-13		4,402.43	937.61	3,464.82	285,771.45
Sep-15-13		4,402.43	926.38	3,476.05	282,295.40
Oct-15-13		4,402.43	915.11	3,487.32	278,808.08
Nov-15-13		4,402.43	903.80	3,498.63	275,309.45
Dec-15-13		4,402.43	892.46	3,509.97	271,799.49
Jan-15-14		4,402.43	881.08	3,521.35	268,278.14
Feb-15-14		4,402.43	869.67	3,532.76	264,745.38
Mar-15-14		4,402.43	858.22	3,544.21	261,201.17
Apr-15-14		4,402.43	846.73	3,555.70	257,645.47
May-15-14		4,402.43	835.20	3,567.23	254,078.24
Jun-15-14		4,402.43	823.64	3,578.79	250,499.45
Jul-15-14		4,402.43	812.04	3,590.39	246,909.05
Aug-15-14		4,402.43	800.40	3,602.03	243,307.02
Sep-15-14		4,402.43	788.72	3,613.71	239,693.31
Oct-15-14		4,402.43	777.01	3,625.42	236,067.89
Nov-15-14		4,402.43	765.25	3,637.18	232,430.71
Dec-15-14		4,402.43	753.46	3,648.97	228,781.75
Jan-15-15		4,402.43	741.63	3,660.79	225,120.95
Feb-15-15		4,402.43	729.77	3,672.66	221,448.29
Mar-15-15		4,402.43	717.86	3,684.57	217,763.73
Apr-15-15		4,402.43	705.92	3,696.51	214,067.21
May-15-15		4,402.43	693.93	3,708.49	210,358.72
[illegible]un-15-15		4,402.43	681.91	3,720.52	206,638.20
Jul-15-15		4,402.43	669.85	3,732.58	202,905.63
Aug-15-15		4,402.43	657.75	3,744.68	199,160.95
Sep-15-15		4,402.43	645.61	3,756.82	195,404.14
Oct-15-15		4,402.43	633.44	3,768.99	191,635.14
Nov-15-15		4,402.43	621.22	3,781.21	187,853.93
Dec-15-15		4,402.43	608.96	3,793.47	184,060.46
Jan-15-16		4,402.43	596.66	3,805.77	180,254.70

Feb-15-16		4,402.43	584.33	3,818.10	176,436.59
Mar-15-16		4,402.43	571.95	3,830.48	172,606.11
Apr-15-16		4,402.43	559.53	3,842.90	168,763.22
May-15-16		4,402.43	547.07	3,855.35	164,907.86
[illegible]-16		4,402.43	534.58	3,867.85	161,040.01
[illegible]-16		4,402.43	522.04	3,880.39	157,159.62
Aug-15-16		4,402.43	509.46	3,892.97	153,266.65
Sep-15-16		4,402.43	496.84	3,905.59	149,361.06
Oct-15-16		4,402.43	484.18	3,918.25	145,442.81
Nov-15-16		4,402.43	471.48	3,930.95	141,511.86
Dec-15-16		4,402.43	458.73	3,943.69	137,568.16
Jan-15-17		4,402.43	445.95	3,956.48	133,611.68
Feb-15-17		4,402.43	433.12	3,969.30	129,642.38
Mar-15-17		4,402.43	420.26	3,982.17	125,660.21
Apr-15-17		4,402.43	407.35	3,995.08	121,665.13
May-15-17		4,402.43	394.40	4,008.03	117,657.10
Jun-15-17		4,402.43	381.41	4,021.02	113,636.07
Jul-15-17		4,402.43	368.37	4,034.06	109,602.02
Aug-15-17		4,402.43	355.29	4,047.14	105,554.88
Sep-15-17		4,402.43	342.17	4,060.25	101,494.62
Oct-15-17		4,402.43	329.01	4,073.42	97,421.21
Nov-15-17		4,402.43	315.81	4,086.62	93,334.59
Dec-15-17		4,402.43	302.56	4,099.87	89,234.72
Jan-15-18		4,402.43	289.27	4,113.16	85,121.56
Feb-15-18		4,402.43	275.94	4,126.49	80,995.06
Mar-15-18		4,402.43	262.56	4,139.87	76,855.20
Apr-15-18		4,402.43	249.14	4,153.29	72,701.91
May-15-18		4,402.43	235.68	4,166.75	68,535.15
Jun-15-18		4,402.43	222.17	4,180.26	64,354.89
Jul-15-18		4,402.43	208.62	4,193.81	60,161.08
Aug-15-18		4,402.43	195.02	4,207.41	55,953.67
Sep-15-18		4,402.43	181.38	4,221.05	51,732.63
Oct-15-18		4,402.43	167.70	4,234.73	47,497.90
Nov-15-18		4,402.43	153.97	4,248.46	43,249.44
Dec-15-18		4,402.43	140.20	4,262.23	38,987.21
Jan-15-19		4,402.43	126.38	4,276.05	34,711.17
Feb-15-19		4,402.43	112.52	4,289.91	30,421.26
Mar-15-19		4,402.43	98.62	4,303.81	26,117.45
Apr-15-19		4,402.43	84.66	4,317.76	21,799.68
[illegible]-15-19		4,402.43	70.67	4,331.76	17,467.92
[illegible]-15-19		4,402.43	56.63	4,345.80	13,122.12
Jul-15-19		4,402.43	42.54	4,359.89	8,762.23
Aug-15-19		4,402.43	28.40	4,374.02	4,388.20
Sep-15-19		4,402.43	14.23	4,388.20	0.00
	437,082.00	528,291.45	91,209.45	437,082.00	

EXHIBIT D
TO
EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED September 15, 2009
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION
AND
CITY OF CLINTON, MISSISSIPPI

Additional Provisions and
Modifications to Standard Terms
None

Identified by:

Lessor: ____________________

Lessee: Rosemary G. Aultman

REGIONS EQUIPMENT FINANCE

PAY PROCEEDS LETTER

COMPANY: CITY OF CLINTON, MISSISSIPPI
TO EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED: SEPTEMBER 15, 2009

Regions Equipment Finance
1900 Fifth Avenue North
Suite 2400
Birmingham, Alabama 35203

Re: The Schedule, executed by CITY OF CLINTON, MISSISSIPPI (the "Company") and either Regions Equipment Finance, Ltd. or Regions Equipment Finance Corporation ("Regions") (the Schedule, as it incorporates the terms of the Equipment Lease-Purchase Agreement is hereinafter referred to as the "Agreement").

With reference to the Agreement, you are hereby authorized to disburse proceeds in the amount of **$437,082.00** by check, funds transfer or deposit, in such amounts and with such payees as are listed below:

1. Payee: SUNBELT FIRE, INC.
   Ref. No.: 135214
   Amount: $437,082.00

   [ ] Check

   [X] Funds Transfer to Account No. **01146806** in Payee's Name at **COMPASS BANK 062001186**;
   Notification Information:

Should the closing occur at a later date, the proceeds should be adjusted accordingly.

COMPANY: CITY OF CLINTON, MISSISSIPPI

BY: Rosemary P. Aultman

ITS: MAYOR

{00003497:2 1032004.000316}

(To be written on Lessee's Letterhead)

ESSENTIAL USE LETTER

Dated: SEPTEMBER 1, 2009

Regions Equipment Finance Corporation
P. O. Box 2545
Birmingham, Alabama 35202

Re: Equipment Lease-Purchase Agreement dated **September 15, 2009**

Gentlemen:

This letter is being written with respect to the use of the equipment (the "Equipment") to be leased to the undersigned pursuant to the above-referenced Equipment Lease-Purchase Agreement. The Equipment will be used by

City of Clinton Fire Department
(Department or Division Using Equipment)

for the following purposes:

Fire Fighting

(State how and for what purposes the Equipment will be used)

The undersigned hereby represents that the use of the Equipment is essential and necessary to its proper, efficient and economic operation of its governmental functions and its purchase is pursuant to a legitimate public purpose.

Very truly yours,

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman

Title: MAYOR

INCUMBENCY CERTIFICATE

I, RUSSELL L WALL, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of **CITY OF CLINTON, MISSISSIPPI**, a political subdivision or agency or public corporation duly organized and existing under the laws of the State of Mississippi ("Lessee"), that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of Lessee to enter into that certain Equipment Lease-Purchase Agreement dated **September 15, 2009**, between Lessee and Regions Equipment Finance Corporation, as evidenced by the copy of the resolution of the Lessee attached hereto.

NAME	TITLE	SIGNATURE
ROSEMARY G HULTMAN	MAYOR	Rosemary G. Aultman

IN WITNESS WHEREOF, this certificate has been executed by the undersigned and the seal of Lessee has been affixed.

Dated: SEPTEMBER 1, 2009

Russell L Wall
Secretary/Clerk

[SEAL] CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

CERTIFICATE OF APPROPRIATION

I, RUSSELL L WALL, City CLERK of **CITY OF CLINTON, MISSISSIPPI** ("Lessee") hereby certify that all lease payments due by Lessee under that certain Equipment Lease-Purchase Agreement dated as of **September 15, 2009**, between Lessee and Regions Equipment Corporation, as Lessor, for the fiscal year ending **2009**, are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, this certificate has been executed on behalf of Lessee by the undersigned officer.

Dated: September 15, 2009

CITY OF CLINTON, MISSISSIPPI

By: Russell L Wall

Name: RUSSELL L WALL

Title: City CLERK

Revised 12/12/2007

<u>**NOTICE AND CONSENT TO ASSIGNMENT**</u>

September 15, 2009

CITY OF CLINTON, MISSISSIPPI
1234 CLINTON RAYMOND ROAD
CLINTON, MS 39056

Attention:

Re: Equipment Lease-Purchase Agreement date **September 15, 2009**, between **CITY OF CLINTON, MISSISSIPPI** ("Lessee") and Regions Equipment Finance Corporation (REFCO), an affiliated entity of Regions Bank.

Addressee:

Please be advised that **Regions Equipment Finance Corporation (REFCO),** an affiliated entity of Regions Bank (" Lessor") has assigned all its rights, title and interest in and to the above referenced Equipment Lease- Purchase Agreement (the" Lease"), the Equipment leased thereunder, and the right to receive payments thereunder to <u>**Regions Bank**</u> (the " Assignee").

All payments due under the Lease should be made to the Assignee at the following address:

<u>**Regions Bank**</u>
<u>**C/O Regions Equipment Finance**</u>
<u>**P.O. Box 11407**</u>
<u>**Birmingham, Alabama 35246-1001**</u>

Please acknowledge your acceptance of the assignment, your recordation of the assignment pursuant to the assignment provisions of the Lease, and your agreement to make the payment due under the Lease to the Assignee by the signature of a duly authorized officer in the space provided on the enclosed counterpart of this letter and return it to us at the address shown above.

Sincerely,

REGIONS EQUIPMENT FINANCE CORPORATION, an affiliated entity of Regions Bank.

By: ______________________

Title: ______________________

ACKNOWLWEDGE AND ACCEPTED:

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman

Title: MAYOR

Revised 12/12/2007

CERTIFICATE WITH RESPECT TO TAX-EXEMPT
INTEREST AND QUALIFIED TAX-EXEMPT OBLIGATIONS

I, the MAYOR of **CITY OF CLINTON, MISSISSIPPI** ("Lessee"), am duly charged with the authority for executing that certain Equipment Lease-Purchase Agreement dated as of **September 15, 2009** (the "Lease") by and between Lessee and Regions Equipment Finance Corporation and do hereby certify as follows:

1. This certificate is executed for the purpose of establishing (i) that the interest component of each Lease Payment will not be included in gross income of the Lessor for purposes of federal income taxation and (ii) that the Lease qualifies as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Lessee is a political subdivision of the State of Mississippi.

3. The Agreement is being issued in Calendar year ending **2009** (the "Calendar Year").

4. All proceeds of the Lease will be used to acquire the Equipment on the date of acceptance thereof by the Lessee, and Lessee shall never invest, or have the opportunity to invest, any proceeds of the Lease. None of the proceeds shall be used to reimburse Lessee for any expenditure made prior to sixty (60) days from the date of this Certificate.

5. The Lessee has not established any sinking fund or other similar fund for the payment of the Lease Payments.

6. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.

7. No portion of the payment of principal of, or interest on, the Lease is directly or indirectly (i) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (ii) to be derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used for a private business use.

8. Lessee has designated the Lease as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code, pursuant to a resolution adopted by the governing body of Lessee, on **September 15, 2009**.

9. In the Calendar Year, Lessee has designated **$437,082.00** of tax-exempt obligations (including the Lessee's obligations under the Lease) as qualified tax-exempt obligations. Including the Lease, Lessee will not designate more than $30,000,000 of obligations issued during the Calendar Year as qualified tax-exempt obligations.

10. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds, as defined in Section 265 of the Code) to be issued by Lessee and all subordinate entities during the Calendar Year will not exceed $30,000,000.

11. For purposes of this certificate, the amount of tax-exempt obligations stated as either issued, designated as qualified tax-exempt obligations or reasonably anticipated to be issued includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265(b)(3)(E) of the Code.

12. This certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, this certificate has been executed on behalf of Lessee by the undersigned officer.

Dated: **September 15, 2009**

CITY ~~OF~~ ~~C~~LINTON, MISSISSIPPI:

NAME: Rosemary G. Aultman

TITLE: MAYOR

Revised 12/12/2007

REGIONS

1900 FIFTH AVENUE NORTH, SUITE 2400
BIRMINGHAM, AL 35203 PHONE (205) 264-4778 FAX (205) 264-4763

Fax

To:		**From:**	
Co:		**Pages:**	
Fax:		**Date:**	
Phone:		**Re:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

CITY OF CLINTON, MISSISSIPPI has a new Financing Agreement with Regions Equipment Finance ("Regions"), Corp. for **$437,082.00 2009 E-ONE CUSTOM RESCUE PUMPER MOUNTED ON AN E-ONE TYPHOON CHASSIS**. This equipment needs to be added to their insurance. The following are our insurance requirements and an exhibit that lists the equipment along with the location and costs. Please fax the insurance certificate(s) to me as soon as possible so as not to delay the Financing Agreement closing.

1. **Additional Interest/Certificate Holder:** "Regions Equipment Finance, Corp, 1900 Fifth Avenue North, Suite 2400, Birmingham, Alabama 35203" must be listed in the box labeled Additional Interest or Certificate Holder as the case may be.

2. **Physical Damage Insurance:** Regions must be provided with special form replacement cost insurance for damage to the Equipment. Regions must have its interest shown as **Additional Insured and Loss Payee** as such interests may appear. An All Risk of Loss Payable clause is required. Fire and extended coverage, including theft, vandalism, malicious mischief, etc is also required.

3. **Notice of Cancellation ("Mortgagee Waiver Clause"):** 30 Days Notice of Cancellation is required for Liability and Property Damage Insurance.

4. **Form of Certificate Used to Provide Evidence:**

   a. **Vehicles:** According to the ACORD Forms Instruction Guide, the ACORD 23 should be used to evidence both liability and property damage insurance for financed vehicles.

   b. **All Other Equipment:** According to the ACORD Forms Instruction Guide, the ACORD 27 (titled "Evidence of Property Insurance") was designed to be delivered to a party, like Regions, which has an interest in the policy. **Regions requires the use of the ACORD 27 as evidence of Physical Damage Insurance.** Proof of Liability Insurance can also be provided on the ACORD 27 in the boxes labeled "Coverage Information" or "Remarks." Alternatively, proof of Liability Insurance can be provided on an ACORD 25-S (titled "Certificate of Liability Insurance") along with an **endorsement** adding Regions as Additional Insured (note: property insurance must still be shown on an ACORD 27).

   c. **Note:** The information required above in Sections 2, 3 and 4 must also be clearly shown on the certificate(s). In addition, the certificate(s) must contain an adequate **description of the Equipment covered by the policy. Regions** will accept a certificate which attaches the equipment description provided with this fax. If you prefer, Regions will also accept a general description of the Equipment such as "Equipment leased/loaned by the Insured from Regions Equipment Finance Corp pursuant to Equipment Lease Purchase Agreement dated 09/15/2009

Revised 07/03/07

REGIONS EQUIPMENT FINANCE CORPORATION

AUTO DEBIT AUTHORIZATION LETTER

Regions Equipment Finance Corporation
1900 Fifth Avenue North
Birmingham, Alabama 35203

Ladies and Gentlemen:

This letter authorizes and requests Regions Equipment Finance Corporation and Regions Equipment Finance, Ltd. (collectively, the "Lessor") to withdraw from the undersigned's account with the bank or financial institution indicated below (the "Bank") all amounts due under the Financing and Lease Agreement (the "Lease"), including without limitation: (a) all periodic rent payable pursuant to the Lease; and (b) all late fees, personal property tax, non-sufficient funds charges, and other amounts due under the Lease commencing **October 15, 2009**. Lessor is further requested to deliver a copy of this letter to the Bank as the undersigned's authorization to assist Lessor in accordance with the terms of this letter.

Anything herein to the contrary notwithstanding, the undersigned agrees:

1. All actions contemplated by this letter are taken as a convenience to the undersigned only. Nothing herein, and no action taken hereunder, shall be deemed to release the undersigned from any obligations pursuant to the Lease, including, without limitation, the obligation to pay rent, and the undersigned agrees that if, for any reason, Lessor is unable to effect the automatic withdrawal contemplated hereby, the undersigned shall, immediately upon notice and demand, pay all rent then due and payable under the Lease.

2. Nothing herein, and no action on Lessor's part, shall be deemed to create any undertaking or obligation on Lessor's part and the undersigned hereby agrees to indemnify and hold harmless Lessor and the Bank for all actions taken by each of them, their officers, employees, agents and attorneys in connection with the matters contemplated by this letter.

Name and Address of Bank:

____

____

____

Account No.: ____________________

ABA No.: ____________________

CITY OF CLINTON, MISSISSIPPI:

By: Rosemary G. Aultman

Title: MAYOR

******ATTN:*****

THIS IS A BLANKET AUTHORIZATION AND WILL APPLY TO THIS SPECIFIC FINANCING ARRANGEMENT AND ANY FUTURE FINANCED TRANSCATIONS UNDER THIS MASTER AGREEMENT

****

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
CITY OF CLINTON, MISSISSIPPI

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1234 CLINTON RAYMOND ROAD

Requester's name and address (optional)

City, state, and ZIP code
CLINTON, MISSISSIPPI 39056

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
64 | 6000260

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Kenneth L Wall, City Clerk Date ▶ September 2, 2009

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: September 1, 2009 AGENDA ITEM NO. 11

CONSENT AGENDA: TO:

Motion to remove
nail salons
dies not a second.

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval of an Order of the Mayor and Board of Aldermen imposing a moratorium on the location of certain types of businesses in the City of Clinton, Mississippi.

INTRODUCED BY: Ken Dreher, City Attorney

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Morgan

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.

ORDER OF THE MAYOR AND BOARD OF ALDERMEN IMPOSING A MORATORIUM ON THE LOCATION OF CERTAIN TYPES OF BUSINESSES IN THE CITY OF CLINTON, MISSISSIPPI

WHEREAS, the City of Clinton (the "City") is in the process of preparing and adopting a new Zoning Ordinance.

WHEREAS, the City has recently developed and adopted a master plan for the City; and,

WHEREAS, a major aim of said plan is to protect and enhance the primary transportation corridors into and out of the City of Clinton; and,

WHEREAS, certain types of businesses in large concentration tend to have a blighting effect; and,

WHEREAS, the City of Clinton desires to maintain the status quo with regard to said types of business for a temporary period while it studies whether additional regulation is necessary and desirable to address the issue.

BE IT THEREFORE ORDERED:

That a temporary moratorium on the location of additional pawn shops, title loan establishments, tattoo parlors, check cashing establishments, businesses purchasing gold or other precious metals as a primary business and nail solons is hereby imposed. A public hearing on whether to extend, modify terminate this moratorium shall be held on December 1, 2009.

SO ORDERED, this the 1st day of September, 2009.

City of Clinton, Mississippi

By: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:

Russell L Wall
Russell Wall, City Clerk

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

CITY OF CLINTON
PUBLIC HEARING – 2009 – 2010 BUDGET
TUESDAY SEPTEMBER 1, 2009 – 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE ST

NO.	NAME	ADDRESS
15	Jay D. Rao	104 Merlot Cove
16	Nicholas	1 Lifer Road
17	Austin Norquist	103 Edinburgh Lane
18	Don Byington	3853 Williamson Rd Clinton
19	Linda Beasley	1540 Adams Lake Rd, Utica
20	Patrick Beasley	1540 Adams Lake Rd, Utica
21	Philip Beasley	1540 Adams Lake Rd, Utica
22	Troy Knight	114 Afton Way, Clinton
23	Ben Jordan	7 Dove Way
24	Paula Crowe	1 Lifer Rd Clinton, MS
25	Stacey Thornton	103 Edinburgh Ln Clinton
26	Mary Barefoot	133 Lake Estates, Clinton
27	Ken [illegible]	111 Hillmont
28	[illegible]	229 Campfire Circle
29	[illegible]	310 Monterey

CITY OF CLINTON
PUBLIC HEARING – 2009 – 2010 BUDGET
TUESDAY SEPTEMBER 1, 2009 – 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE ST

NO.	NAME	ADDRESS
30	Tony Hibaw	~~1~~02 Autumn Way
31	GREG GEARHART	306 E College St
32	Mike Parker	119 Countrywood Circle
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CITY OF CLINTON
SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 15, 2009 - 7:30 A.M.
CITY HALL CONFERENCE ROOM – 300 JEFFERSON STREET

ROLL CALL City Clerk, Russell Wall

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

Mayor Aultman stated that two items were to be considered. The first being the adoption of the City's Combined Budget for the fiscal year 2009-2010; the second being the setting of tax levies for the City and the Clinton Separate School District for the fiscal year 2009-2010.

MOTION was made by Alderman Cashion, and **SECONDED** by Alderman Brabham to approve the City of Clinton Combined Budget for the fiscal year 2009-2010 as presented and recommended by Mayor Rosemary Aultman. The budget is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

MOTION was made by Alderman Brabham and **SECONDED** by Alderman Greer to set the City of Clinton tax levy for fiscal year 2009-2010 at 38.74 mills and the Clinton Separate School District tax levy for fiscal year 2009-2010 at 54.57 mills. The resolution fixing the ad valorem tax levy for Fiscal Year 2009-2010 is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:35 A.M.

<u>MOTION</u> was made by Alderman Brabham and **<u>SECONDED</u>** by Alderman Greer to adjourn.
<u>MOTION CARRIED UNANIMOUSLY</u>

APPROVED: ______________________________ 9.15.09
Rosemary G. Aultman, Mayor — Date

ATTEST: ______________________________ 9-15-09
Russell L. Wall, City Clerk — Date