

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Clay Courthouse in West Point, MS, on the 14th day of August, 2017, at 9 00 a m , and present were Lynn Horton, Vice-President, Luke Lummus, R B Davis, and Joe Chandler Also present were Amy G Berry, Chancery Clerk and Eddie Scott, the Clay County Sheriff, when and where the following proceedings were as determined to wit,


NO _____

IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD OF SUPERVISORS MEETING HELD ON AUGUST 14, 2017

There came on this day for consideration the matter of adopting the agenda for the Board of Supervisors meeting held on August 14, 2017

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to adopt the agenda as attached hereto as Exhibit A as presented

SO ORDERED this the 14th day of August, 2017

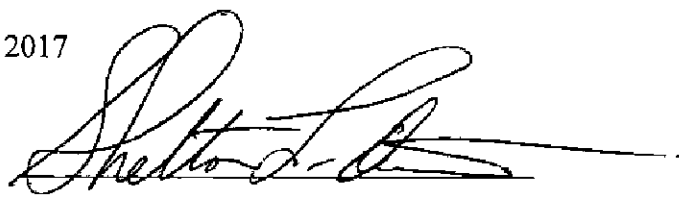


President

BE IT RESOLVED the Board of Supervisors took up matters of consideration with regard to preparing for the budget for year ending September 30, 2018 and no action was taken during the meeting

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to authorize and approve to recess until Tuesday, August 15, 2017, at 9 00 a m at the Clay County Courthouse

SO ORDERED this the 14th day of August, 2017



President



8/9/2017

Sent via aberry@claycounty.ms.gov

Amy Berry
Clay County
P O Box 815
West Point MS 39773

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

- | | | |
|----|--------------------------------------|--|
| 1 | <u>Lessor</u> | BancorpSouth Equipment Finance, a division of BancorpSouth Bank |
| 2 | <u>Lessee</u> | Clay County |
| 3 | <u>Equipment Description</u> | Chip Spreader |
| 4 | <u>Equipment Cost</u> | \$159,750.00 |
| 5 | <u>Lease Term</u> | 3 or 4 Years |
| 6 | <u>Lease Payments</u> | (These are approximate payment amounts. The actual payment will be determined at funding date.)

36 monthly payments of \$4,595.90
48 monthly payments of \$3,489.55
Arrears |
| 7 | <u>Lease Rate</u> | 36 – 2.29%, 36 – 2.34% |
| 8 | <u>Funding Date</u> | This proposal is contingent upon the equipment being delivered and the lease funded prior to 10/31/2017. Any extension of the funding or delivery date must be in writing. |
| 9 | <u>Purchase Option</u> | Title is passed to Lessee at lease expiration for no further consideration. |
| 10 | <u>Non-appropriation/Termination</u> | The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be |

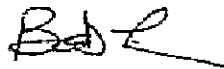
terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

- 11 **Bank Qualification** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
- 12 **Tax Status** This proposal is subject to the Lessee being qualified as a governmental entity or political subdivision within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13 **Net Lease** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14 **Financial Statements** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
- 15 **Lease Documentation** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period. Otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 9/30/2017. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610



Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By _____
Title

Date _____

August 9, 2017

Board of Supervisors
Clay County, Mississippi
C/o Ms Amy Berry

Re : Lease Purchase Financing – One (1) New Chip Spreader

Gentlemen

We understand that Clay County, Mississippi is considering lease-purchase financing for One (1) New Chip Spreader (hereinafter the "Equipment") under the authority of Sec. 31-7-13(e) of the Miss Code of 1972, as amended. The Equipment's total cost is not expected to exceed \$159,750.00 and 100% of the cost will be financed.

The rates provided below assumes that the debt will be designated as "bank-qualified" tax exempt within the meaning of Sec. 265(b)(3) of the Internal Revenue Code of 1986, as amended. If it is determined that the County is ineligible to issue bank-qualified debt this calendar year, different rates will apply.*

<u>Amount Financed</u>	<u>Terms**</u>	<u>Rate:</u>
\$159,750.00	36 monthly payments @ \$4,579.14 per month	2.05%
	48 monthly payments @ \$3,476.96 per month	2.16%

◆ No Prepayment Charges or Penalties ◆ No Additional Charges of Any Kind ◆

* Determination of taxability would be the responsibility of the County's legal counsel.

** The County will certify that the Equipment will not be replaced by other equipment, performing the same or similar functions until the term of the financing option expires.

Clay County, Mississippi
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This proposal assumes compliance by the County with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and vendor of the Equipment to be purchased. Necessary documentation would include, but not be limited to, a legal and tax opinion from issuer's legal counsel. Liability and physical damage insurance would be required with Hancock Bank being shown as the additional insured and/or loss payee as its interest may appear.

This proposal is good if accepted within 30 days and the obligation is funded within 60 days of the date of this letter.

Thank you for considering Hancock Bank for your Governmental Leasing needs!

Sincerely,

HANCOCK BANK



Jonathan King
Government Leasing
Public Finance Department