

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LAUREL,
MISSISSIPPI AUTHORIZING AND APPROVING THE FORM AND EXECUTION OF
AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH TRUSTMARK
NATIONAL BANK (“AGREEMENT”) FOR THE PURPOSE OF LEASE-PURCHASING
CERTAIN EQUIPMENT AND DESIGNATING THE AGREEMENT AS BANK-
QUALIFIED, TAX EXEMPT**

WHEREAS, on December 4, 2018 and June 17, 2019, the Mayor and City Council (“Governing Body”) of the City of Laurel, Mississippi (“City” or “Lessee”), approved the purchase of the following equipment for the total purchase price of \$336,029.00:

- One (1) 2020 International Knuckleboom/Trailer; and
- One (1) 2020 Western Star Garbage Truck (together, the “Equipment”);

WHEREAS, in connection with said purchase, on November 25, 2019, the City received five (5) lease-purchase finance proposals for the Equipment from local lending institutions;

WHEREAS, on December 3, 2019, the City reviewed the proposals and selected Trustmark National Bank as the best and lowest proposal to finance the Equipment with a term of five (5) years at an annual interest rate of 2.16% for \$336,029; and

WHEREAS, the Governing Body of the City, acting for and on behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with Trustmark National Bank (“Lessor”) substantially in the same form as attached hereto as Exhibit “A” (the “Agreement”) for the purpose of lease-purchasing the Equipment as described therein for the total cost specified therein and below;
2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire the Equipment by lease-purchase agreement and pay interest thereon by contract for a term not to exceed five (5) years;
3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and
4. The Lessee desires to designate the Agreement as qualified tax-exempt obligations of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the “Code”).

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

Section 1. The Agreement and exhibits attached in substantially the same form hereto as Exhibit “A,” by and between Lessor and Lessee are hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute the Agreement and all documents related thereto on

behalf of Lessee with such completions, changes, insertions and modifications as shall be approved by said officers executing and delivering the same, and the execution thereof shall constitute conclusive evidence of approval of any such completions, changes, insertions and modifications.

Section 2. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in 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 3. No portion of the rental payments identified in the Agreement (a) are 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 to such property; or (b) are 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 4. 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 5. Lessee hereby designates the Agreement as qualified tax-exempt obligations for purposes of Section 265(b) of the Code.

Section 6. In the calendar year 2019, and including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued as qualified tax-exempt obligations.

Section 7. 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 8. While the City reasonably expects that the transaction describe in this Resolution is not subject to Section 148(f) of the Code ("Rebate"), it hereby covenants that it shall make, or cause to be made, the rebate required by Rebate in the manner described in Regulation §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the Agreement, and authorizes the Mayor and City Clerk to take actions necessary to ensure the payment of Rebate.

Section 9. The Mayor and City Clerk are further authorized for and on behalf of the Governing Body of the City to do all things in furtherance of the obligations of the Lessee pursuant to the Agreement, including the execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby and herein in accordance with the terms and provisions thereof.

Section 10. The Governing Body reasonably expects that a portion of the cost of the Equipment in the maximum amount set forth below will be reimbursed from the proceeds of the Agreement. This Resolution is being adopted as required by and in order to comply with the "Reimbursement Rules" set forth in the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder including specifically Internal Revenue Code Regulation 1.150-2 and appearing at 58 Federal Register 33510 and with the laws of the State of Mississippi. The Governing Body reasonably expects to make the reimbursement allocation from the proceeds of the Agreement to the respective fund or accounts of the City from which the capital expenditures have been made no later than eighteen (18) months after the later of the date of the expenditure or the date that the Equipment is placed in service, but in no event more than three (3) years after the date of the first expenditure.

Section 11. The Governing Body for the City hereby approves Trustmark National Bank to finance the total sum of Equipment in the Agreement of Three Hundred Thirty-Six Thousand Twenty-Nine Dollars (\$336,029) at the annual interest rate of 2.16% for a period of five (5) years for the financing of the Equipment, as specified in the Agreement.

Motion was made by Councilperson Wheat, and seconded by Councilperson Carmichael, that the foregoing Resolution be adopted.

Upon roll call vote, the result was as follows:

YEAS: Capers, Wheat, Thaxton, Carmichael, S. Comegys, T. Comegys, Page

NAYS: None

ABSTAINING: None

ABSENT: None

The President thereupon declared the motion carried and the Resolution adopted, this the 17th day of December, A.D., 2019.

President of the Council

ATTESTED AND SUBMITTED TO THE MAYOR BY THE CLERK OF THE COUNCIL ON

_____.

CLERK OF THE COUNCIL

APPROVED () DATE_____

VETOED () DATE_____

MAYOR

ATTEST:

CITY CLERK

* * * * *

Min. of 12/17/19; Min. Bk. 101; Page _____; Agn. Itm. No. 4N

EXHIBIT A
FORM OF EQUIPMENT LEASE-PURCHASE AGREEMENT