

Introduced and Read: *Jun 15, 2008*  
Adopted: *Jun 15, 2008*  
Posted:

**CITY OF MOUNT RAINIER**

**RESOLUTION 2-2008**

Introduced by: *Mayor Miller*

**An Resolution finding that acquisition of five 2008 Dodge Charger police vehicles is in the best interests of the City of Mount Rainier and approving an installment purchase agreement with Municipal Services Group, Inc. for the acquisition and financing of such police vehicles.**

**WHEREAS**, the Council of the City of Mount Rainier has determined that a true and very real need exists for the acquisition of new police vehicles to be used by City police officers for public safety purposes in the City; and

**WHEREAS**, the Police Department has investigated various police vehicles and has recommended that the City acquire 2008 Dodge Charger police vehicles ("Equipment"); and

**WHEREAS**, the City has taken the necessary steps to arrange for the acquisition of the Equipment and for the financing of the Equipment purchase under an Installment Purchase Agreement with Municipal Services Group, Inc.; and

**WHEREAS**, the purchase price for the Equipment is \$128,250.66; and

**WHEREAS**, the City's purchase of the Equipment can be financed with tax-exempt financing through Municipal Services Group, Inc., at an interest rate of 4.73% per year for a term of 3-years, with monthly payments of principal and interest of \$3,846.81; and

**WHEREAS**, pursuant to Section 708 of the City of Mount Rainier Charter, the City has the power to borrow money for any proper public purpose which includes the installment purchase of police vehicles to be used for public safety purposes in the City; and

**WHEREAS**, the total amount of the installment purchase of the Equipment and all other outstanding City bonds and other borrowing does not exceed 10% of the City's assessable tax base.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOUNT RAINIER that:**

1. The Council of the City of Mount Rainier approves and authorizes the installment purchase of five 2008 Dodge Charger police vehicles, as set forth on the Installment Purchase Agreement No. S1370 attached to this Resolution, for a purchase price of \$128,250.66 financed over 3 years at 4.73% annual interest and monthly principal and interest payments in the amount of \$3,846.81.

2. The Council finds as follows:



a. That acquisition of the Equipment, under the terms and conditions provided for in Installment Purchase Agreement No. S1370, is necessary, convenient, and in the furtherance of, and will at all times be used in connection with, the City's governmental and proprietary purposes and functions and are in the best interests of the City, and no portion of the Equipment will be used, directly or indirectly, in any trade or business carried on by any person other than a governmental unit of the state on a basis different from the general public.

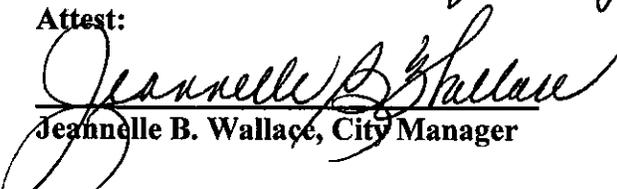
b. That the City has not issued or effected the issuance of, and reasonably anticipates that it will not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2008 calendar year, and the City hereby designates the financing of the Equipment as a "qualified tax-exempt obligation," as defined by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

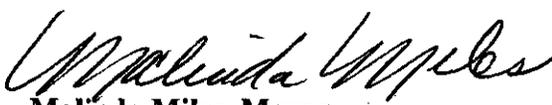
c. That the City will perform all acts within its power which are or may be necessary to insure the maintenance of its legal status as a duly organized and existing municipal corporation under the laws of the state of Maryland, which status is the basis for the interest portion of the rental payments for the Equipment to remain exempt from federal income taxation under the laws of the United States as presently enacted and construed or as hereafter amended.

3. The City Manager is authorized to negotiate and approve the terms and conditions of Installment Purchase Agreement No. S1370, in accordance with the provisions of this Resolution, and to approve, execute, and deliver such Installment Purchase Agreement and any related documents necessary for the acquisition and tax-exempt financing of the purchase of the Equipment.

**THIS RESOLUTION IS ADOPTED BY THE COUNCIL OF THE CITY OF MOUNT RAINIER THIS 15<sup>th</sup> DAY OF January 2008.**

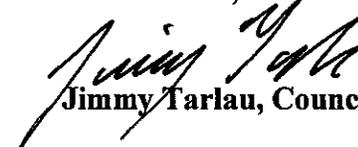
Attest:

  
Jeannelle B. Wallace, City Manager

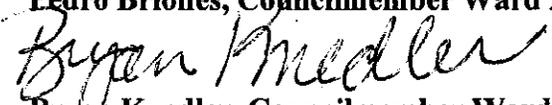
  
Malinda Miles, Mayor



Alta Morton, Councilmember Ward 1

  
Jimmy Farlau, Councilmember Ward 1

Pedro Briones, Councilmember Ward 2

  
Bryan Knedler, Councilmember Ward 2





5125 S. Kipling Parkway, Suite 300 – Littleton, CO 80127 – 800.530.3100 – FAX 303.933.9991

## INSTALLMENT PURCHASE AGREEMENT

BUYER: City of Mount Rainier  
AGREEMENT #S1370

This Agreement is a binding contract between Municipal Services Group, Inc. (MSG) and Buyer (you).

**1. The Agreement.** In executing this Agreement, you agree to finance the equipment described in Exhibit B (the Equipment). Exhibit B also sets forth the terms of the Agreement, including the commencement (or "Dated") date, which is the date when the term begins and your obligation to make payments accrues. Installment payments should be paid to MSG as instructed, and paid only out of legally available funds. A portion of each installment payment represents interest, as shown on Exhibit B, and Exhibit B reflects an interest rate included in the installment payments. In order to maintain that interest rate, you must comply with the tax covenants described below and file informational federal tax Form 8038-G or Form 8038-GC, included as a Supplement to the Agreement and to be filed by MSG. If not, each installment payment will be increased to compensate for the loss of the tax exemption status which was assumed in the initial interest rate.

**2. The Obligation to Make Payments/Continuation.** The initial term of the Agreement terminates on the last day of your then current fiscal year, and the term will automatically be renewed at the end of the initial term or any renewal term for an additional one year unless you fail to appropriate sufficient funds for the installment payments due in the next occurring term or in the event of a default as set forth in Section 13. You intend, subject to your rights of non-appropriation, to continue the payment of the installment payments for the Equipment through the initial term and all renewal terms set forth in Exhibit B. Your obligation to make installment payments shall be absolute and unconditional in all events, except in the event of non-appropriation, and you will not assert any right of withholding, set-off or counterclaim. You agree to do everything lawfully within your power to obtain the appropriation of funds for making installment payments under this Agreement, including, for example, providing for installment payments in each budget submitted for approval, recommending the approval of that portion of the budget, and exhausting all legal remedies available if that portion of the budget is not approved. If the funds sufficient to make installment payments for any term are not appropriated, you must give MSG prompt notice, and this Agreement will terminate. Termination will be effective at the end of the last term for which installment payments have been paid. You represent that your obligations under this Agreement will not violate any limitation on your creation of indebtedness under the laws of your state.

**3. Representations.** You represent and warrant that you are a public body, organized and existing under the Constitution and laws of your state, that you are duly authorized to execute and deliver this Agreement, and that you will do all things necessary to preserve your existences as a body corporate and politic. You further represent that, as of the date hereof, you have not exercised non-appropriation rights on any tax-exempt obligation(s).

**4. The Equipment.** You agree and acknowledge that (i) you have selected the Equipment to be financed by you, (ii) the Equipment is, and during the period of this Agreement shall remain, personal property, (iii) the Equipment will have a useful life in your hands that is substantially in excess of the initial term and all renewal terms of this Agreement, and (iv) you do not intend to sell, or otherwise dispose of, the Equipment during the term of the Agreement. You may contact the seller of the Equipment directly to effect the acquisition of the Equipment. When you accept the Equipment, you must deliver to MSG an Acceptance Certificate in the form of attached Exhibit D. MSG may establish an escrow account into which it will deposit the proceeds of the Agreement, to be utilized to acquire the Equipment.

**5. Security Interest and Title of the Equipment.** During this Agreement, you will have title to the Equipment, unless you default. You grant to MSG a first lien security interest in the Equipment and anything you attach to the Equipment, and all proceeds, including insurance proceeds. The Equipment must be kept free of all liens and encumbrances, except MSG's security interest, at all times. You agree to sign all documents and pay all fees required to perfect, preserve, or maintain MSG's security interest. After you have paid to MSG all amounts due hereunder, MSG's security interest in the Equipment will be released, and you will have full title to the Equipment.

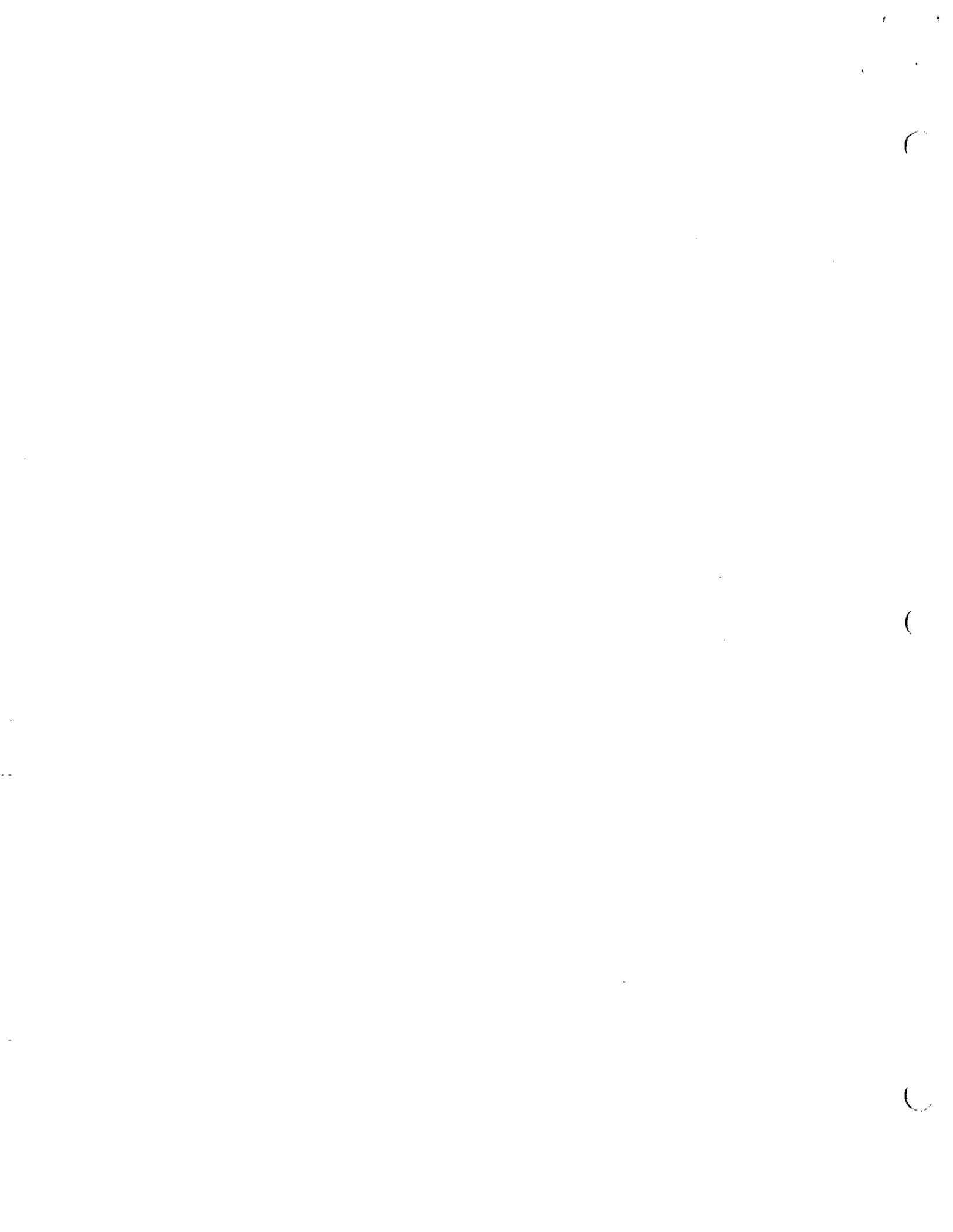
**6. Option to Prepay at any Time.** You may elect to prepay all (and only all) of the installment payments for the Equipment at any time by paying the applicable Purchase Price plus accrued interest, if applicable, as shown in Exhibit B.

**7. Responsibility for Repair and Maintenance.** You agree to maintain the Equipment in good condition and make all necessary repairs and replacements at your expense. You agree to maintain a maintenance log for the Equipment and permit MSG to inspect the Equipment and the log(s). You must have the Equipment serviced and repaired at your expense when servicing or repair is required within intervals not exceeding 125% of those recommended in the owner's manual(s).

**8. Tax Covenants.** You will not make or direct any use of the proceeds of the obligation provided herein or any other funds which will cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the federal tax code (the "Code"), to be "federally guaranteed" within the meaning of Section 149 of the Code, or to be a "private activity bond" within the meaning of Section 141(a) of the Code. To that end, so long as any installment payments are unpaid, you, with respect to such proceeds and such other funds, will comply with all requirements of such Code sections and all regulations of the United States Department of the Treasury issued thereunder to the extent that such requirements are, at the time, applicable and in effect. Furthermore, to the extent applicable pursuant to Section 148(f) of the Code, you covenant to complete or cause to be completed all reporting requirements and rebate all positive arbitrage to the United States of America. You covenant that the Equipment will be used only for the purpose of performing one or more of your governmental or proprietary functions, and the Equipment will not be used in a trade or business of any person or entity other than you on a basis different from the general public. You will not use or permit the use of the Equipment by any person for a "private business use" within the meaning of Section 141(b) of the Code in such manner or to such extent as would result in the inclusion of interest received hereunder in gross income for federal income tax purposes under Section 103 of the Code.

The parties will cooperate in performing all acts legally required or desirable in order to assure that the interest component of the installment payments will not be included in the gross income of MSG or its assigns for federal income tax purposes.

**9. Your Risk of Loss or Damage.** Upon receipt of the Equipment, you agree to bear all risk of loss, damage, destruction or theft. You must maintain insurance of the types and in at least the amounts shown on Exhibit C, directing your insurance company to give MSG a certificate showing MSG as lender loss payee and an additional named insured. If you do not maintain the required insurance, MSG may obtain it and charge you for it. You must give MSG prompt notice of (1) the loss, theft, or destruction of any part of the Equipment, (2) any damage to the Equipment exceeding \$500, or (3) any claim arising out of the ownership, maintenance, storage or use of the Equipment. The parties will cooperate in deciding if insurance proceeds will be applied to the repair of the Equipment or to its Purchase Price. If insurance proceeds exceed the amount of the Purchase Price, plus interest, or the amount required to complete the work, MSG will forward the excess proceeds to you.



**10. Indemnification.** Except for the intentional or negligent acts of MSG arising out of entering into this Agreement, including any misstatement of material fact, in connection with any transfer of this Agreement, because you have selected the Equipment for your use and purposes, and because you operate and maintain the Equipment, you agree, to the extent permitted by the laws of your state, to indemnify MSG against any and all loss, damage, injury, claims, taxes (excluding MSG's income taxes), fees, fines, penalties, and expenses (including reasonable legal fees and expenses) of every kind that relate to the use, operation, ownership, condition or maintenance of the Equipment. Your obligation to indemnify MSG will continue after termination of the Agreement as to all matters except those which arise from MSG's (or anyone MSG sells or re-leases the Equipment to) use, operation, ownership, condition or maintenance of the Equipment following termination.

**11. Warranty.** MSG MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE. THIS SECTION IN NO EVENT IS INTENDED TO AFFECT THE WARRANTIES OR REPRESENTATIONS CONTAINED IN ANY CONTRACT ENTERED INTO FOR THE ACQUISITION OF THE EQUIPMENT.

**12. Termination.** This Agreement will terminate: (1) upon payment of all amounts due hereunder by you to MSG; (2) at the time and for the reason set forth in Section 2; (3) if you have returned the Equipment and paid all amounts due through the end of the term then in effect, including interest, (4) upon your prepayment of the Equipment under Section 6 and your payment of all amounts due, (5) at MSG's option if you default as described in Section 13, and (6) if all or any portion of the Equipment has been lost, stolen or damaged beyond repair, upon MSG's receipt of insurance proceeds covering the purchase price of the lost, stolen or damaged Equipment. When this Agreement terminates, if you have not paid to MSG all amounts due hereunder, you must, at your expense, return the Equipment you have not purchased to MSG at an address specified by MSG, in as good condition as when you received it, ordinary wear excepted. You must remove all signs and markings and make all repairs (other than for ordinary wear) requested by MSG. If you do not, MSG may do so and charge you for it. No prepaid interest will be rebated to you upon termination.

**13. Default.** You will be in default if you fail to perform any agreement of yours in this Agreement or any of your representations are found to be false or misleading. If any such default occurs, MSG, without notice or demand, may declare this Agreement in default and declare all amounts eligible or actually appropriated for installment payments under this Agreement to be immediately due and payable. Equipment must then be returned to MSG (at address specified by MSG) at your expense, and the Equipment and all your rights therein shall be deemed surrendered to MSG. Upon declaration of default, MSG may repossess the Equipment with or without process of law, and for the purposes may enter upon any of your premises or others' premises, wherever the Equipment may be found, without liability therefor. MSG may recover from you any unpaid amounts due or to become due for the rest of the term, together with all expenses including reasonable attorney's fees and legal expenses (to the extent permitted by law) incurred by MSG to enforce its rights. The repossession and sale of the Equipment shall not affect MSG's right to recover from you all damages which MSG has suffered because of your breach. MSG may sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to you, free of any of your interest, without any duty to account to you for MSG's actions or inaction or for any sale or re-lease proceeds. The proceeds of any sale or re-lease will be applied in the following order: (1) to the expenses (including reasonable attorney's fees) associated with the default, repossession, and restoration of title to MSG; (2) to the purchase price; and (3) if any proceeds remain, to you. If MSG is unable to repossess any Equipment after a default, the Equipment shall be deemed to have suffered a total loss compensable under Section 9. MSG may also enforce your performance of your covenants or recover damages for the breach of those covenants. MSG's rights and remedies in this section are not exclusive but are cumulative and in addition to all other rights and remedies that MSG has at law or in equity.

**14. Limitation on Assignment.** Assignment or sublease of this Agreement or any interest in it or the Equipment without MSG's prior written consent is prohibited. In no event may you assign or sublet this Agreement or any interest in it or the Equipment to a non-governmental entity. MSG may assign or sell its interest under this Agreement, in whole or in part, without your consent, but the assignment will not be effective until you have received notice disclosing the name and address of assignee.

**15. Late Charges.** If you do not pay installment payments due under this Agreement on their due date, you must pay a late charge of \$25.00 plus an additional finance charge. The finance charge accrues on the applicable installment payment amount at the rate equal to the lesser of (1) 12% or (2) the highest rate allowed by law.

**16. Exhibits.** All Exhibits and Supplements attached hereto are part of this Agreement, incorporated herein by reference, and must be executed by you.

**17. Other Terms.** This Agreement constitutes the entire agreement between the parties as to the subject matter it covers and may not be changed except by a written agreement signed by you and MSG. If any part of this Agreement is or becomes invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the other or remaining provisions hereof. This Agreement and all rights and actions arising under it shall be governed by the laws of your state. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. This Agreement may be executed in several counterparts. All notices must be addressed to the parties at their addresses shown on Exhibit B, or at another address specified by either party in writing.

BUYER: City of Mount Rainier

Municipal Services Group, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTORNEY FOR BUYER:**

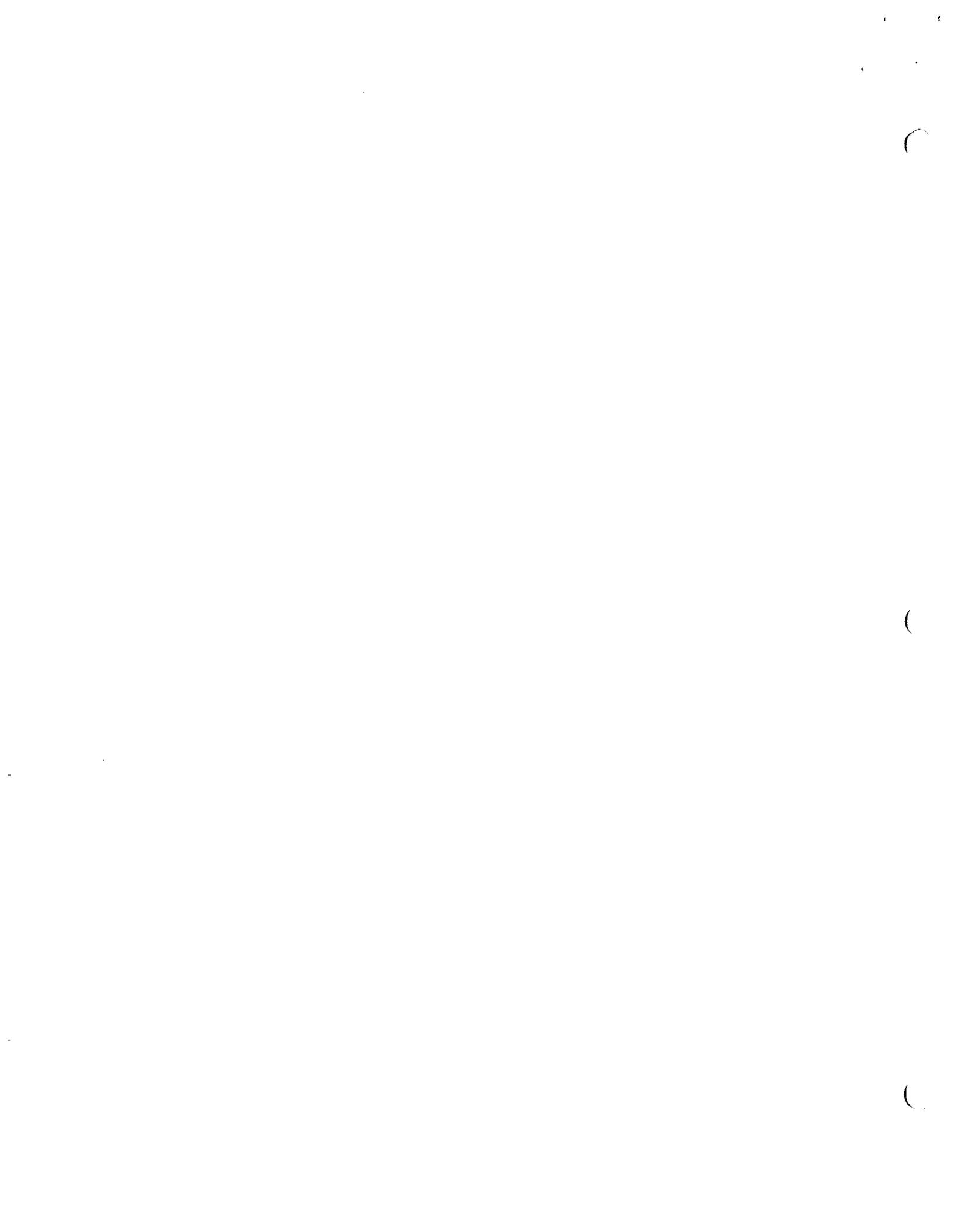
**Opinion of Buyer's Counsel to Municipal Services Group, Inc.:** The foregoing Installment Purchase Agreement has been duly authorized and executed and is legal, valid, and binding.

Signature: Linda S. Perlman

Name (please print): Linda S. Perlman

Name & Address of Firm: Silber, Perlman, Sigman & Tilev, P.A.

7000 Carroll Ave. #200, Takoma Park, Maryland 20912



**EXHIBIT B**

**TERMS**  
**(page 1 of 2)**

1. The Equipment which is the subject of the Agreement is:

Five (5) 2008 Dodge Charger Police Vehicles

2. Fixed Interest Rate: 4.73%

Provided all documents have been returned in a form acceptable to MSG within thirty days of the Dated Date (the "Period"), the fixed interest rate will remain in effect during the Period. If all documents have not been returned within the Period, MSG reserves the right to adjust and determine a new fixed interest rate.

Dated Date: December 7, 2007

PMT #	Payment Date	Payment	Principal Portion	Interest Portion	Purchase Price
1	Mar-2-2008	3,846.81	2,412.88	1,433.93	128,250.66
2	Apr-2-2008	3,846.81	3,351.98	494.83	124,753.34
3	May-2-2008	3,846.81	3,365.20	481.61	121,246.48
4	Jun-2-2008	3,846.81	3,378.46	468.35	117,730.07
5	Jul-2-2008	3,846.81	3,391.78	455.03	114,204.07
6	Aug-2-2008	3,846.81	3,405.15	441.66	110,668.47
7	Sep-2-2008	3,846.81	3,418.57	428.24	107,123.23
8	Oct-2-2008	3,846.81	3,432.05	414.76	103,568.33
9	Nov-2-2008	3,846.81	3,445.57	401.24	100,003.74
10	Dec-2-2008	3,846.81	3,459.16	387.65	96,429.44
11	Jan-2-2009	3,846.81	3,472.79	374.02	92,845.40
12	Feb-2-2009	3,846.81	3,486.48	360.33	89,251.60
13	Mar-2-2009	3,846.81	3,500.22	346.59	85,648.00
14	Apr-2-2009	3,846.81	3,514.02	332.79	82,034.58
15	May-2-2009	3,846.81	3,527.87	318.94	78,411.31
16	Jun-2-2009	3,846.81	3,541.78	305.03	74,778.17
17	Jul-2-2009	3,846.81	3,555.74	291.07	71,135.13
18	Aug-2-2009	3,846.81	3,569.75	277.06	67,482.17
19	Sep-2-2009	3,846.81	3,583.83	262.98	63,819.25
20	Oct-2-2009	3,846.81	3,597.95	248.86	60,146.34
21	Nov-2-2009	3,846.81	3,612.14	234.67	56,463.43
22	Dec-2-2009	3,846.81	3,626.37	220.44	52,770.48
23	Jan-2-2010	3,846.81	3,640.67	206.14	49,067.47
24	Feb-2-2010	3,846.81	3,655.02	191.79	45,354.37
25	Mar-2-2010	3,846.81	3,669.43	177.38	41,631.15
26	Apr-2-2010	3,846.81	3,683.89	162.92	37,897.79
27	May-2-2010	3,846.81	3,698.41	148.40	34,154.25
28	Jun-2-2010	3,846.81	3,712.99	133.82	30,400.51
29	Jul-2-2010	3,846.81	3,727.63	119.18	26,636.54
30	Aug-2-2010	3,846.81	3,742.32	104.49	22,862.32
31	Sep-2-2010	3,846.81	3,757.07	89.74	19,077.81
32	Oct-2-2010	3,846.81	3,771.88	74.93	15,282.98
33	Nov-2-2010	3,846.81	3,786.75	60.06	11,477.82
34	Dec-2-2010	3,846.81	3,801.68	45.13	7,662.29
35	Jan-2-2011	3,846.81	3,816.66	30.15	3,836.36
36	Feb-2-2011	3,846.81	3,831.86	14.95	0.00
<b>TOTAL:</b>		<b>138,485.16</b>	<b>127,946.00</b>	<b>10,539.16</b>	

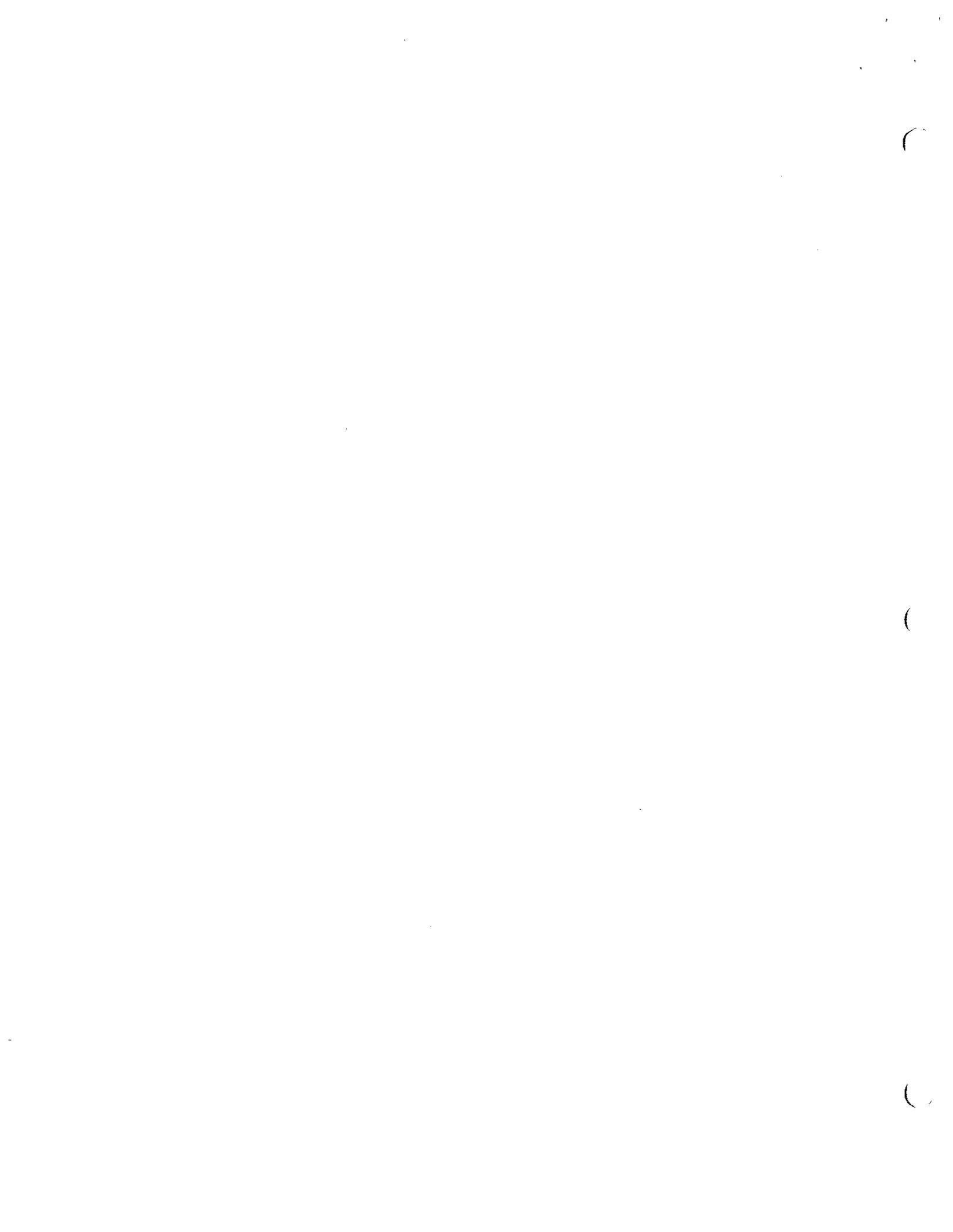


EXHIBIT B

TERMS  
(page 2 of 2)

3. The physical address where the Equipment will be stored or housed is:

Mount Rainier Police Department  
3249 Rhode Island Ave.  
Mount Rainier, Maryland 20712

4. The address of Buyer, for notification purposes, is:

1 Municipal Place  
Mount Rainier, Maryland 20712

5. The address of Municipal Services Group, Inc., for notification purposes, is:

5125 South Kipling Parkway, #300  
Littleton, CO 80127

BUYER: City of Mount Rainier

By:

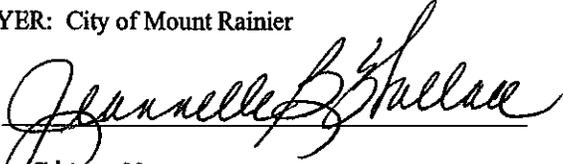
  
Title: City Manager



EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Section 9 of the Agreement, we have instructed the insurance agent named below (please fill in name, address, contact person, telephone and facsimile numbers)

Attn: Scott Soderstrom or Ellen Nudd

Loss Control & Underwriting Dept.

Local Government Insurance Trust

7225 Parleway Drive

Hanover, Maryland 21076

Phone: 443-561-1700 Fax: 443-561-1701

to issue:

a. All Risk Physical Damage Insurance on the financed Equipment evidenced by a Certificate of Insurance and Long Form Lender Loss Payable Clause naming MSG "and/or its assigns" as Lender Loss Payee.

b. Public Liability Insurance evidence by a Certificate of Insurance naming "MSG and/or its assigns" as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person

\$500,000.00 aggregate bodily injury liability

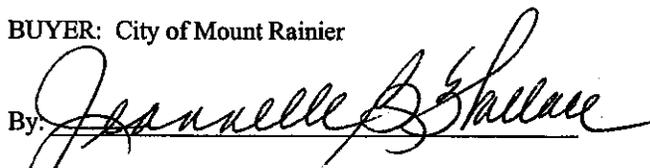
\$300,000.00 property damage liability

OR

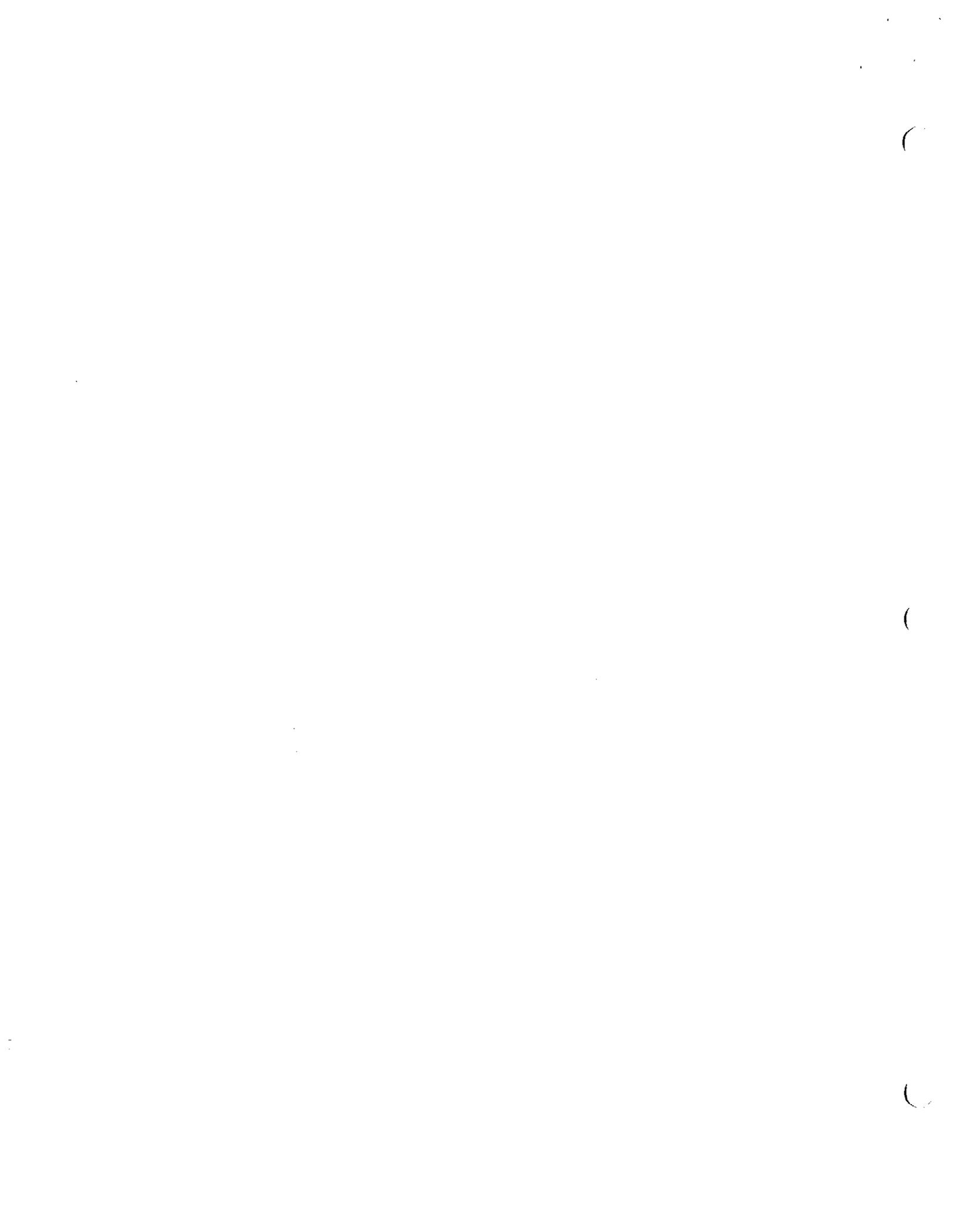
2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided to MSG prior to the time that the Equipment or unit thereof is delivered to us.

BUYER: City of Mount Rainier

By: 

Title: City Manager



**EXHIBIT D**

**ACCEPTANCE CERTIFICATE**

The undersigned, as Buyer under the Agreement numbered S1370 with Municipal Services Group, Inc., acknowledges receipt in good condition of the Equipment described in the Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and certifies that MSG has fully and satisfactorily performed all of its covenants and obligations required under the Agreement.

Buyer confirms that it will make installment payments in accordance with the terms of the Agreement.

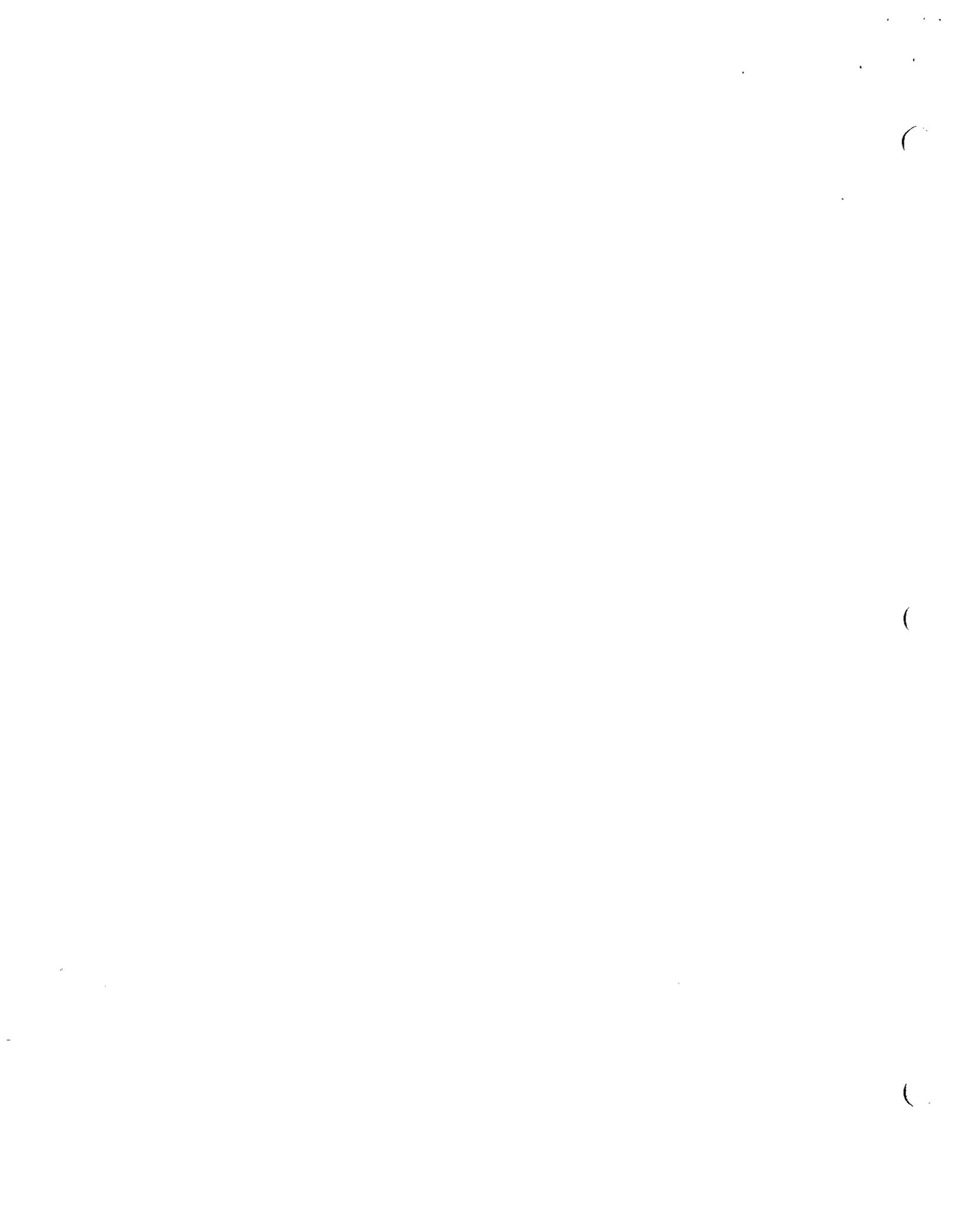
The undersigned officer of Buyer hereby reaffirms in all respects the provisions relating to arbitrage contained in the Agreement, and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the date on which they were made, and are reasonable as of this date, and that there were, and are as of this date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

BUYER: City of Mount Rainier

By:



Title: City Manager



**Information Return for Tax-Exempt Governmental Obligations**  
 ▶ Under Internal Revenue Code section 149(e)  
 ▶ See separate Instructions.  
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

**Part I Reporting Authority** If Amended Return, check here

1 Issuer's name <b>City of Mount Rainier</b>	2 Issuer's employer identification number <b>52 6000800</b>
3 Number and street (or P.O. box if mail is not delivered to street address) <b>1 Municipal Place</b>	Room/suite
5 City, town, or post office, state, and ZIP code <b>Mount Rainier, MD 20712</b>	4 Report number <b>3</b>
7 Name of issue <b>Installment Purchase Agreement #S1370</b>	6 Date of issue
9 Name and title of officer or legal representative whom the IRS may call for more information <b>Kimberly Simpson, Finance Department</b>	8 CUSIP number <b>None</b>
	10 Telephone number of officer or legal representative <b>( 301 ) 985-6585</b>

**Part II Type of Issue (check applicable box(es) and enter the issue price)** See instructions and attach schedule

11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input checked="" type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input type="checkbox"/> Other. Describe ▶	18
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>	

**Part III Description of Obligations. Complete for the entire issue for which this form is being filed.**

21	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
		\$	N/A	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	N/A
23 Issue price of entire issue (enter amount from line 21, column (b))	23	N/A
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A
25 Proceeds used for credit enhancement	25	N/A
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/A
27 Proceeds used to currently refund prior issues	27	N/A
28 Proceeds used to advance refund prior issues	28	N/A
29 Total (add lines 24 through 28)	29	N/A
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	N/A

**Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)**

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	N/A	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A	years
33 Enter the last date on which the refunded bonds will be called	N/A	
34 Enter the date(s) the refunded bonds were issued	N/A	

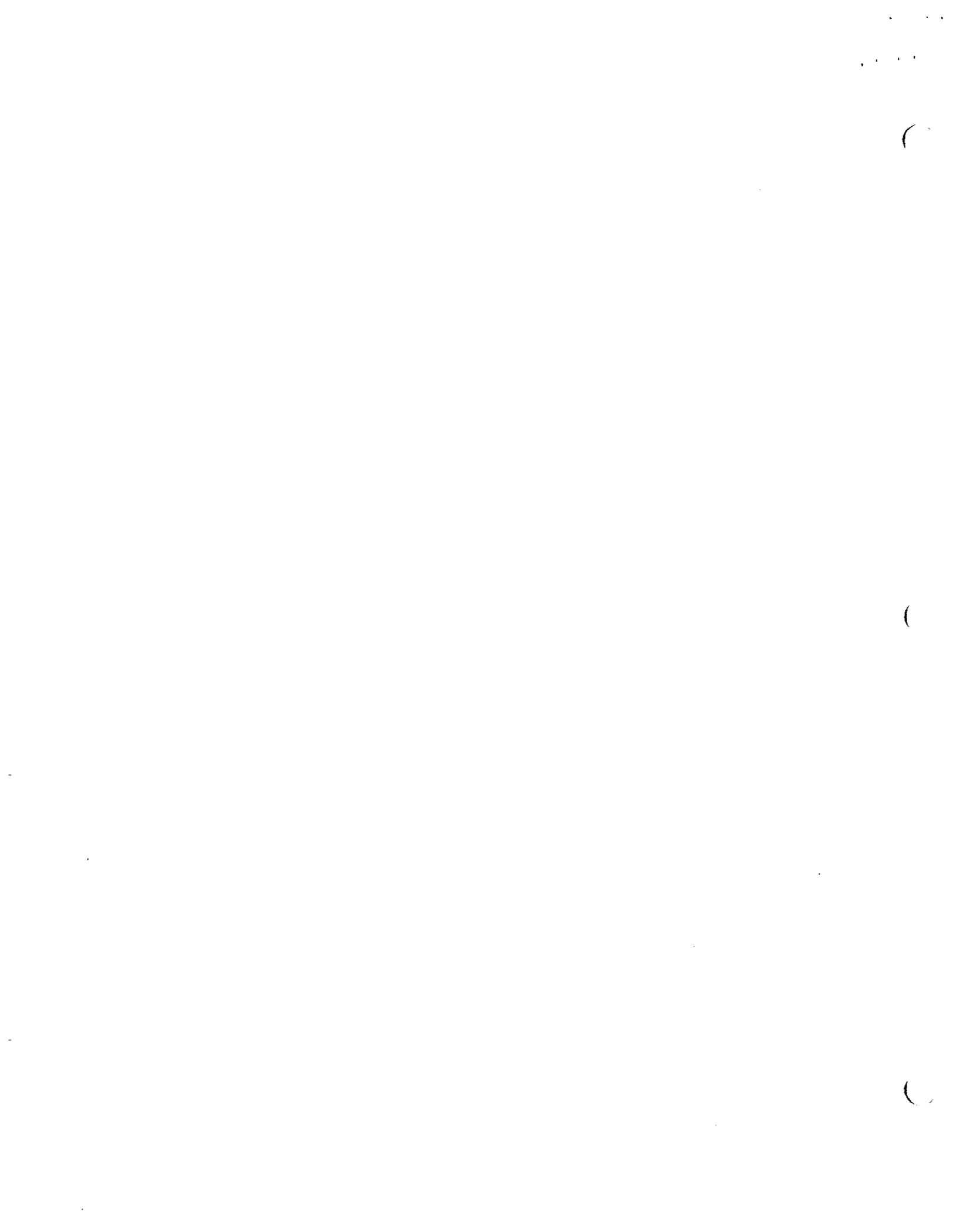
**Part VI Miscellaneous**

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	N/A
b Enter the final maturity date of the guaranteed investment contract		
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	N/A
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer		
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input checked="" type="checkbox"/>		
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
40 If the issuer has identified a hedge, check box <input type="checkbox"/>		

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

**Sign Here**

Signature of issuer's authorized representative: *Jannele B. Hall* Date: *1-15-07* Type or print name and title: \_\_\_\_\_



# MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REGISTRATION FORM

Article 23A, § 9A of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete a separate form for each resolution, and mail the entire text of the resolution, along with this form to:

Erin P. Dougherty, Legislative Counsel  
Municipal Resolution Registration  
Department of Legislative Services  
90 State Circle  
Annapolis, MD 21401-1991

CITY OF MOUNT RAINIER

Municipal Corporation

PRINCE GEORGE'S

County(ies)

JEANNELLE B. WALLACE, CITY MANAGER

Name and Title of Official Submitting this Resolution

ONE MUNICIPAL PLACE

Address

MOUNT RAINIER, MD

20912

301-985-6585

Phone

DECEMBER 11, 2008

Date of Submitting this Resolution\*

CH. AMENDMENT RES. 2-2008

Resolution Number

SEPTEMBER 30, 2008

Date Enacted by Legislative Body

NOVEMBER 19, 2008

Effective Date\*\*

1) For an annexation resolution, state the charter section (e.g., boundary description section, appendix) that is amended \_\_\_\_\_ OR state the charter section (e.g., general powers section) pursuant to which the property is annexed \_\_\_\_\_. (Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property.)

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted \_\_\_\_\_ OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments SECTIONS 502, 505, 506, & 509

2) Number of votes cast by the legislative body for 5 and against 0 this resolution.

3) Was this resolution petitioned to referendum? NO  
If "yes," date of the referendum election \_\_\_\_\_, AND number of votes cast for \_\_\_\_\_ and against \_\_\_\_\_ the referendum.

\* A resolution should be submitted to the Department of Legislative Services after the expiration of the time period within which a petition for a referendum may be presented to the municipal corporation - 40 days after the date of enactment for a charter resolution (Art. 23A, § 13(f)), and 45 days after the date of enactment for an annexation resolution (Art. 23A, § 19(f), (g), and (h)).

\*\* Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (Art. 23A, § 13(f)), and for an annexation resolution is no earlier than 45 days after enactment (Art. 23A, § 19(e)).

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