

**OFFICIAL STATEMENT DATED DECEMBER 20, 2007**

**NEW ISSUE – BOOK ENTRY ONLY**

**RATINGS**

Standard & Poor's: "AA"  
See "RATING" herein.

*In the opinion of Bond Counsel, Bose McKinney & Evans LLP, under existing statutes, regulations, rulings and court decisions, interest on the Bonds is excludable from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended. Such exclusion is conditioned upon the continuing compliance with the Tax Covenants (hereinafter defined). In the opinion of Bond Counsel, Bose McKinney & Evans LLP, the interest on the Bonds is exempt from all taxes in Indiana except the State Inheritance Tax and except for the Franchise Tax for certain financial Institutions See "TAX MATTERS" herein.*

**\$31,635,000**  
**WEST CLARK 2000 SCHOOL BUILDING CORPORATION**  
**(Clark County, Indiana)**  
**FIRST MORTGAGE BONDS, SERIES 2007**

**Dated: As of Delivery**

**Due: As shown below**

The First Mortgage Bonds, Series 2007 (the "Bonds") will be dated as of the date of delivery and issued as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof with interest payable on July 15, 2008 and semi-annually thereafter on January 15 and July 15 of each year. When issued, the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Bonds will be made in book-entry-only form. Purchasers of beneficial interests in the Bonds will not receive physical delivery of certificates representing their interests in the Bonds. All payments on the Bonds will be paid directly to DTC so long as the Bonds are held in book-entry-only form. Disbursements of such payments to the Beneficial Owners of the Bonds will be the responsibility of DTC, the DTC Participants and the Indirect Participants, all as defined and more fully described herein.

Principal of and premium, if any, on the Bonds will be payable at the principal corporate trust office of The Bank of New York Trust Company, N.A., Louisville, Kentucky, Trustee (the "Trustee"). The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein.

The Bonds are issued pursuant to a Trust Indenture dated December 1, 2001, as supplemented by a First Supplemental Trust Indenture dated April 6, 2005, as supplemented by a Second Supplemental Trust Indenture dated December 15, 2007 (collectively, the "Trust Indenture") entered into between the West Clark 2000 School Building Corporation (the "Building Corporation") and the Trustee. The Bonds constitute valid and legally binding obligations of the Building Corporation and are payable from rental payments to be received from West Clark Community Schools, Clark County, Indiana (the "School Corporation"), under the terms of a lease executed November 8, 2000, as amended by a First Amendment to Lease dated December 1, 2001, as amended by a Second Amendment to Lease dated April 6, 2005, as amended by a Third Amendment to Lease dated November 20, 2007, and as amended by an Addendum to Lease dated December 27, 2007 (collectively, the "Lease"), which rental payments are payable from ad valorem taxes to be levied and collected on all taxable property within the School Corporation. The levy of ad valorem taxes by the School Corporation to pay rent due and payable under the Lease is mandatory and not subject to annual appropriation. The rental payments will be paid directly to the Trustee for the Building Corporation (see "Summary of the Lease" herein). The Bonds are additionally secured by a first mortgage lien on the Leased Premises (hereinafter defined).

The Bonds will mature on the dates and in amounts and bear interest at the rates as follows:

(Base CUSIP 952108)

<u>Maturity</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Cusip</u>	<u>Maturity</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Cusip</u>
1/15/10	\$415,000	4.00%	101.275%	BN7	1/15/14	\$455,000	4.00%	101.611%	BW7
7/15/10	280,000	4.00%	101.574%	BP2	7/15/14	465,000	4.00%	101.729%	BX5
1/15/11	290,000	4.00%	101.693%	BQ0	1/15/15	475,000	4.00%	101.225%	BY3
7/15/11	340,000	4.00%	101.955%	BR8	7/15/15	485,000	4.00%	101.300%	BZ0
1/15/12	350,000	4.00%	101.833%	BS6					
7/15/12	430,000	4.00%	102.042%	BT4	1/15/17	515,000	4.50%	103.763%	CC0
1/15/13	440,000	4.00%	101.830%	BU1	7/15/17	525,000	4.00%	100.000%	CD8
7/15/13	445,000	4.00%	101.994%	BV9					
\$1,000,000	5.00%	Sinking Fund Term Bonds due July 15, 2016 – Price 107.730%		Cusip: CB2					
\$1,090,000	5.00%	Sinking Fund Term Bonds due July 15, 2018 – Price 107.465%		Cusip: CE6					
\$1,145,000	5.00%	Sinking Fund Term Bonds due July 15, 2019 – Price 106.847%		Cusip: CF3					
\$1,205,000	5.00%	Sinking Fund Term Bonds due July 15, 2020 – Price 106.146%		Cusip: CG1					
\$1,265,000	5.00%	Sinking Fund Term Bonds due July 15, 2021 – Price 105.623%		Cusip: CH9					
\$1,325,000	5.00%	Sinking Fund Term Bonds due July 15, 2022 – Price 105.104%		Cusip: CJ5					
\$1,395,000	5.00%	Sinking Fund Term Bonds due July 15, 2023 – Price 104.588%		Cusip: CK2					
\$1,460,000	4.65%	Sinking Fund Term Bonds due July 15, 2024 – Price 99.883%		Cusip: CL0					
\$8,485,000	5.00%	Sinking Fund Term Bonds due July 15, 2029 – Price 102.303%		Cusip: CN6					
\$7,355,000	5.25%	Sinking Fund Term Bonds due January 15, 2033 – Price 105.382%		Cusip: CP1					

*The Bonds are offered when, as and if issued by the Building Corporation and received by the Underwriter, subject to prior sale, the withdrawal or modification of the offer without notice, and to the unqualified approval as to the legality of the Bonds by Bose McKinney & Evans LLP, Indianapolis, Indiana. It is expected that the Bonds will be available for delivery to the Underwriter through DTC in New York, New York on or about December 27, 2007.*



**This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.**

**West Clark Community Schools, Board of School Trustees**

Sandra Furnish Banet, President  
Teresa Guthrie, Vice President  
Douglas Coffman, Secretary  
Brian E. Hurst, Member  
Celia Adams Winters, Member

**West Clark 2000 School Building Corporation, Board of Directors**

Robert Shireman, President  
Tom Murphy, Vice President  
Shirley Nolot, Secretary

**School Administration**

Monty Schneider, Superintendent  
West Clark Community Schools  
601 Renz Avenue  
Sellersburg, IN 47172

**School Corporation Counsel**

Michael Gillenwater, Esquire  
Gillenwater Law Offices  
411 Watt Street  
Jeffersonville, IN 47130

**Bond Counsel**

Karl Sturbaum  
Bose McKinney & Evans LLP  
135 North Pennsylvania Street  
Indianapolis, IN 46204

**Underwriter**

James E Elizondo  
City Securities Corporation  
30 South Meridian Street, Suite 600  
Indianapolis, IN 46204

No dealer, broker, salesman or other person has been authorized by West Clark 2000 School Building Corporation or West Clark Community Schools to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such information or representations must not be relied upon as having been authorized by West Clark 2000 School Building Corporation or West Clark Community Schools. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy nor shall there be any sale of the securities described herein by any person in a jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been provided by West Clark 2000 School Building Corporation, West Clark Community Schools and by other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

**THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, THEIR RESPECTIVE RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCE OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.**

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale of the securities described herein shall, under any circumstances, create any implication that there has been no change in the affairs of West Clark 2000 School Building Corporation or West Clark Community Schools since the date of this Official Statement.

**In connection with this offering the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds offered hereby at a level above that which might otherwise prevail in the open market, and such stabilizing, if commenced, may be discontinued at any time.**

**THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE SCHOOL CORPORATION AND THE TERMS OF THE OFFERING, INCLUDING THE MERIT AND RISK INVOLVED. THE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

Pursuant to continuing disclosure requirements promulgated by the Securities and Exchange Commission in Securities and Exchange Commission Rule 15c2-12, as amended, West Clark Community Schools will enter into a Continuing Disclosure Undertaking Agreement with the Trustee as the counterparty. For a description of the Continuing Disclosure Undertaking Agreement, see "CONTINUING DISCLOSURE".

**TABLE OF CONTENTS**

	<u>Page</u>
Introduction	1
Purpose of the Issue	1
The Leased Premises	2
Estimated Sources and Uses of Funds	3
Schedule of Debt Service Requirements and Lease Payments	4
The Bonds	5
Additional Bonds	8
Sources of Payment and Security for the Bonds	8
Circuit Breaker Tax Credit	9
Procedures for Property Assessment, Tax Levy and Collection	10
Legislation Affecting Obligations of Indiana School Corporations	12
The Building Corporation	12
Legal Matters	13
Litigation	13
Summary of Certain Provisions of the Trust Indenture	13
Summary of the Lease	20
Tax Matters	23
Amortizable Bond Premium	24
Original Issue Discount	25
Legal Opinions and Enforceability of Remedies	26
Continuing Disclosure	26
Underwriting	30
Ratings	30
Statement of Issuer	30
West Clark Community Schools	Appendix A
General Information about the Community	Appendix B
Form of Opinion of Bond Counsel	Appendix C

## OFFICIAL STATEMENT

**\$31,635,000**

### **WEST CLARK 2000 SCHOOL BUILDING CORPORATION FIRST MORTGAGE BONDS, SERIES 2007**

#### INTRODUCTION

This Official Statement, including the cover page and appendices, is provided to set forth certain information concerning the sale and delivery of the First Mortgage Bonds, Series 2007, in the principal amount of \$31,635,000 (the "Bonds"). The Bonds will be issued under the provisions of the Indiana Code, Title 20, Article 47, Chapter 3 and in accordance with the terms of a Trust Indenture dated December 1, 2001, as supplemented by a First Supplemental Trust Indenture dated April 6, 2005, as supplemented by a Second Supplemental Trust Indenture dated December 15, 2007 (collectively, the "Trust Indenture") between West Clark 2000 School Building Corporation (the "Building Corporation" or "Lessor") and The Bank of New York Trust Company, N.A., Louisville, Kentucky, as trustee (the "Trustee").

The Building Corporation was organized for the purpose of providing funds to be applied to the cost of constructing and equipping certain school facilities (the "Leased Premises") and leasing such facilities to West Clark Community Schools (the "School Corporation"). The Building Corporation's members have been issued membership certificates. The officers and directors of the Building Corporation serve as such without compensation.

The summaries of and references to all documents, statutes and other instruments referred to in this Official Statement do not purport to be complete and are qualified in their entirety by reference to the full text of each such document, statute or instrument. Terms not defined in this Official Statement shall have the meaning set forth in the respective documents.

**Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.**

#### PURPOSE OF THE ISSUE

The proceeds from the sale of the Bonds, together with interest earnings thereon will be used to finance the cost of acquiring, constructing, and equipping the Leased Premises (as more fully described herein), to pay interest during construction, and to pay costs of issuance.

#### THE LEASED PREMISES

##### General

The Leased Premises to be financed by proceeds of the Bonds consists of real estate to include: the Early Childhood Learning Center, to be located on Old State Road 60, south of State Road 31, Sellersburg, Indiana; Henryville Elementary/Junior-Senior High School, located at 213 N. Ferguson Street, Henryville, Indiana; Borden Elementary/Junior-Senior High School, located at 301 West Street,

Borden, Indiana; Silver Creek Elementary, located at 503 N. Indiana Avenue, Sellersburg, Indiana and Silver Creek Middle, located at 495 N. Indiana Avenue, Sellersburg, Indiana.

The new Early Childhood Learning Center is designed for Pre-School, Kindergarten and First Grades initially. It is designed to expand to a full service four (4) section Elementary School with a minimum capacity of approximately 600 students.

The Henryville Elementary/Junior-Senior High School expansion and miscellaneous improvements will include the addition of sixteen (16) new classrooms which effectively adds three (3) classrooms for the High School, three (3) classrooms for the Junior High School and ten (10) for the Elementary School. In addition, an automatic sprinkler system will be added to cover the entire building.

The Borden Elementary/Junior-Senior High School expansion and miscellaneous improvements will include the addition of a new Junior/Senior High School auxiliary gymnasium for expanded physical education programs for each sex.

The Sellersburg Elementary School and Middle School improvements will address maintenance and repairs to the two facilities.

The entire Leased Premises is expected to be completed by January 2009.

### **Construction**

All construction on the entire project will be performed in accordance with the Plans and Specifications prepared by the architects, Michell Timperman Ritz Architects, New Albany, Indiana and Kovert Hawkins Architects, Jeffersonville, Indiana. Construction management services for the entire project will be provided by James L. Shireman, Inc., Corydon, Indiana.

Construction contracts will be awarded as a result of competitive bidding for projects. All contractors are required to furnish surety bonds in amounts equal to 100% of contract amounts and builders' risk insurance will be in force during the construction period.

## ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds, related to the acquisition, construction, and equipping of the Lease Premises, interest during construction and to pay costs incidental to the sale and delivery of the Bonds are estimated as shown below:

### Sources of Funds:

2007 Bonds	\$31,635,000.00
Bond Premium	1,203,684.60.00
Earnings on Construction Funds	<u>531,000.00</u>
Total	\$33,369,684.60

### Uses of Funds:

Construction Costs	\$23,337,000.00
Architect, Construction Manager & General Conditions	3,195,000.00
Construction Contingencies & Miscellaneous	1,825,250.00
Loose Equipment & Technology	1,882,750.00
Land	2,759,000.00
Cost of Issuance & Underwriting	<u>370,684.60</u>
Total	\$33,369,684.60

## SCHEDULE OF DEBT SERVICE REQUIREMENTS AND LEASE PAYMENTS

Payment Date	Principal	Interest	Total Payments	Lease Payment(2)
15-Jul-08	\$0	\$846,176.38 (1)	\$846,176.38	\$2,904,500
15-Jan-09	0	769,251.25	769,251.25	2,904,500
15-Jul-09	0	769,251.25	769,251.25	3,023,000
15-Jan-10	420,000	769,251.25	1,189,251.25	3,023,000
15-Jul-10	285,000	760,951.25	1,045,951.25	3,166,500
15-Jan-11	295,000	755,351.25	1,050,351.25	3,166,500
15-Jul-11	340,000	749,551.25	1,089,551.25	3,236,500
15-Jan-12	350,000	742,751.25	1,092,751.25	3,236,500
15-Jul-12	430,000	735,751.25	1,165,751.25	3,341,500
15-Jan-13	440,000	727,151.25	1,167,151.25	3,341,500
15-Jul-13	445,000	718,351.25	1,163,351.25	3,371,500
15-Jan-14	455,000	709,451.25	1,164,451.25	3,371,500
15-Jul-14	465,000	700,351.25	1,165,351.25	3,403,000
15-Jan-15	475,000	691,051.25	1,166,051.25	3,403,000
15-Jul-15	485,000	681,551.25	1,166,551.25	3,436,000
15-Jan-16	495,000	671,851.25	1,166,851.25	3,436,000
15-Jul-16	505,000	659,476.25	1,164,476.25	3,462,500
15-Jan-17	515,000	646,851.25	1,161,851.25	3,462,500
15-Jul-17	525,000	635,263.75	1,160,263.75	3,489,500
15-Jan-18	540,000	624,763.75	1,164,763.75	3,489,500
15-Jul-18	550,000	611,263.75	1,161,263.75	3,518,000
15-Jan-19	565,000	597,513.75	1,162,513.75	3,518,000
15-Jul-19	580,000	583,388.75	1,163,388.75	3,549,000
15-Jan-20	595,000	568,888.75	1,163,888.75	3,549,000
15-Jul-20	610,000	554,013.75	1,164,013.75	3,575,000
15-Jan-21	625,000	538,763.75	1,163,763.75	3,575,000
15-Jul-21	640,000	523,138.75	1,163,138.75	3,602,000
15-Jan-22	655,000	507,138.75	1,162,138.75	3,602,000
15-Jul-22	670,000	490,763.75	1,160,763.75	3,637,500
15-Jan-23	690,000	474,013.75	1,164,013.75	3,637,500
15-Jul-23	705,000	456,763.75	1,161,763.75	1,161,000
15-Jan-24	720,000	439,138.75	1,159,138.75	1,161,000
15-Jul-24	740,000	422,398.75	1,162,398.75	1,164,000
15-Jan-25	760,000	405,193.75	1,165,193.75	1,164,000
15-Jul-25	775,000	386,193.75	1,161,193.75	1,162,000
15-Jan-26	795,000	366,818.75	1,161,818.75	1,162,000
15-Jul-26	815,000	346,943.75	1,161,943.75	1,162,000
15-Jan-27	835,000	326,568.75	1,161,568.75	1,162,000
15-Jul-27	855,000	305,693.75	1,160,693.75	1,163,000
15-Jan-28	880,000	284,318.75	1,164,318.75	1,163,000
15-Jul-28	900,000	262,318.75	1,162,318.75	1,164,000
15-Jan-29	925,000	239,818.75	1,164,818.75	1,164,000
15-Jul-29	945,000	216,693.75	1,161,693.75	1,163,000
15-Jan-30	970,000	193,068.75	1,163,068.75	1,163,000
15-Jul-30	995,000	167,606.25	1,162,606.25	1,165,000
15-Jan-31	1,025,000	141,487.50	1,166,487.50	1,165,000
15-Jul-31	1,050,000	114,581.25	1,164,581.25	1,163,500
15-Jan-32	1,075,000	87,018.75	1,162,018.75	1,163,500
15-Jul-32	1,105,000	58,800.00	1,163,800.00	1,164,500
15-Jan-33	1,135,000	29,793.75	1,164,793.75	1,164,500

(1) For the initial period of the date of delivery to July 15, 2008.

(2) Rent payments due January 5 and June 5. Includes payments for the 2005 Refunding Bonds, which are on a parity with the Bonds.

## **THE BONDS**

### **General Description**

The Bonds will be issued in fully registered form in the denomination of \$5,000 or any integral multiple of that amount, will be dated as of the date of delivery and mature on January 15 and July 15 in the years and amounts and bear interest at the rates set forth on the cover page of this Official Statement.

Principal of and interest on the Bonds, payable on January 15 and July 15, commencing July 15, 2008, will be paid by wire transfer of immediately available funds on the interest payment date to depositories shown as registered owners.

So long as DTC or its nominee is the registered owner of the Bonds, principal of and interest on the bonds will be paid directly to DTC by the Paying Agent. (The Final disbursement of such payments to the Beneficial Owners of the bonds will be the responsibility of the DTC Participants and Indirect Participants, all as defined and more fully described herein.) Interest will be paid on the basis of a 360-day year consisting of twelve 30-day months.

### **Book-Entry-Only System**

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Direct Participants") deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Direct Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Direct and Indirect Participants are on file with the Securities and Exchange Commission.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on



behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners, or in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to the Building Corporation as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Building Corporation or Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or Building Corporation, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividends to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Building Corporation or Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to Tender Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to Tender Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed

satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit or tendered Bonds to Tender Agent's DTC account.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Building Corporation or Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The Building Corporation may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this Section concerning DTC and DTC's book-entry system has been obtained from sources that the Building Corporation believes to be reliable, but neither the Building Corporation nor the Underwriters take any responsibility for the accuracy thereof.

### **Revision of Book-Entry-Only System**

In the event that either (1) the Building Corporation receives notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities as a clearing agency for the Bonds or (2) the Building Corporation elects to discontinue its use of DTC as a clearing agency for the Bonds, then the Building Corporation will do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other clearing agency, as the holder of such Bonds may direct. Any expenses of such a discontinuation and transfer, including any expenses of printing new certificates to evidence the Bonds will be paid by the Building Corporation.

### **Optional Redemption**

The Bonds due on and after January 15, 2019 may be redeemed prior to maturity, at the option of the Building Corporation, in whole or in part, in such order of maturity as determined by the Building Corporation, and by lot within maturities, on any date not earlier than July 15, 2018, at face value plus accrued interest to the date fixed for redemption.

### **Mandatory Redemption Prior to Maturity**

The Bonds maturing on July 16, 2016 and on July 15, 2018 through and including January 15, 2033 (the "Term Bonds") are subject to mandatory sinking fund redemption on January 15 and July 15 of the years and in the amounts listed below by lot in such manner as the Trustee may determine at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

#### Term Bonds Due July 15, 2016

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
1/15/16	\$495,000	7/15/16	\$505,000*

\* Final Maturity.

Term Bonds Due July 15, 2018

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
1/15/18	\$540,000	7/15/18	\$550,000*

Term Bonds Due July 15, 2019

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
1/15/19	\$565,000	7/15/19	\$580,000*

Term Bonds Due July 15, 2020

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
1/15/20	\$595,000	7/15/20	\$610,000*

Term Bonds Due July 15, 2021

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
1/15/21	\$625,000	7/15/21	\$640,000*

Term Bonds Due July 15, 2022

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
1/15/22	\$655,000	7/15/22	\$670,000*

Term Bonds Due July 15, 2023

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
1/15/23	\$690,000	7/15/23	\$705,000*

Term Bonds Due July 15, 2024

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
1/15/24	\$720,000	7/15/24	\$740,000*

Term Bonds Due July 15, 2029

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
1/15/25	\$760,000	7/15/25	\$775,000
1/15/26	795,000	7/15/26	815,000
1/15/27	835,000	7/15/27	855,000
1/15/28	880,000	7/15/28	900,000
1/15/29	925,000	7/15/29	945,000*

\* Final Maturity.

Term Bonds Due January 15, 2033

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
1/15/30	\$970,000	7/15/30	\$995,000
1/15/31	1,025,000	7/15/31	1,050,000
1/15/32	1,075,000	7/15/32	1,105,000
1/15/33	1,135,000*		

\* Final Maturity.

**Notice and Effect of Redemption**

Notice of redemption shall be given by the Trustee by mailing a copy of the redemption notice, by first class mail, at least thirty days prior to the redemption date to the owners of the Bonds to be redeemed as the names appear as of the date of mailing the notice. No failure or defect in that notice with respect to any Bonds shall affect the validity of the proceedings for the redemption of any other Bonds for which notice has been properly given.

If notice of redemption has been given and provisions for payment of the redemption price, and accrued interest has been made, the Bonds to be redeemed shall be due and payable on the redemption date at the redemption price, and from and after the redemption date interest on the Bonds will cease to accrue, and the owners of the Bonds shall have no rights in respect thereof, except to receive payment of the redemption price including unpaid interest accrued to the redemption date.

**Registration, Transfer and Exchange**

The Bonds will be registered at and are transferable by the registered owners at the principal corporate trust office of The Bank of New York Trust Company, N.A., Registrar, located in Louisville, Kentucky, upon surrender and cancellation and on presentation of a duly executed written instrument of transfer. A new bond or bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefore.

If any Bond is mutilated, lost, stolen or destroyed, the Registrar may execute, subject to the provisions of the Trust Indenture, a replacement bond or bonds of the same date, maturity and denomination. In the case of a mutilated bond, the Registrar may require that the mutilated bond be presented and surrendered as a condition to executing a replacement. In the case of loss, theft or destruction, the Registrar may require evidence of the destruction or indemnity satisfactory to the Registrar in its discretion. The Registrar may charge the owner for reasonable fees and expenses in connection with replacements.

**ADDITIONAL BONDS**

The Building Corporation may issue Additional Bonds (“Additional Bonds”) on a parity with the Bonds from time to time to provide for the partial or full refunding of Outstanding Bonds and for certain other limited purposes. Any series of Additional Bonds shall have maturities, interest rates, interest payment dates, denominations and other terms as provided in the supplemental indenture entered into in connection with the issuance of such Additional Bonds, provided that such terms and provisions shall not be otherwise inconsistent with the Trust Indenture. The Bonds, together with the Series 2005 Refunding Bonds and any Additional Bonds as may be issued on a parity therewith under the Trust Indenture, are to be equally and ratably secured and entitled to the protection given under the Trust Indenture.

## **SOURCES OF PAYMENT AND SECURITY FOR THE BONDS**

The Bonds being issued by the Building Corporation are secured by semi-annual lease rental payments to be paid by the School Corporation directly to the Trustee (for the account of the Building Corporation) ("Rent") pursuant to the terms of a lease executed November 8, 2000, as amended by a First Amendment to Lease dated December 1, 2001, as amended by a Second Amendment to Lease dated April 6, 2005, as amended by a Third Amendment to Lease dated November 20, 2007, and as amended by an Addendum to Lease dated December 27, 2007 (collectively, the "Lease"). The Rents payable by the School Corporation under the Lease are payable from ad valorem taxes to be levied by the School Corporation on all of the taxable property within the School Corporation. The levy of taxes by the School Corporation to pay the Rents due and payable under the Lease is mandatory and not subject to annual appropriation. The Bonds are additionally secured by a first mortgage lien on the Leased Premises.

The Lease has a twenty-five (25) year term which will commence on the first Rent payment date and will end on January 5, 2033.

While the pledge of other sources and revenues is made, such as interest earnings or property insurance proceeds, no significant source of payment exists other than funds held by the Trustee and the Rent payments by the School Corporation. The Lease provide that the School Corporation agrees to pay rent payable in advance for the following six-month period on January 5 and July 5 commencing on January 5, 2008. See "Summary of the Lease--Lease Term and Rental". Thereafter, the Rent is due and payable in semi-annual installments.

The Building Corporation will commence construction of the Leased Premises in March 2008 and projects substantial completion and use and occupancy by January 2009.

The Indiana Department of Local Government Finance (the "DLGF") is, prior to the end of each calendar year, required by statute to review the proposed bond and lease rental ad valorem tax levies of each school corporation for the next calendar year and the proposed appropriations from those levies to pay principal of and interest on the school corporation's outstanding general obligation bonds and to pay the school corporation's outstanding lease rental obligations (collectively "bond and lease obligations") to be due and payable in the next calendar year. The DLGF is to determine whether the proposed levies and appropriations are sufficient to pay the bond and lease obligations. If it determines that the proposed levies and appropriations are insufficient to pay the bond and lease obligations, then the DLGF is required to establish for the school corporation bond and lease rental levies and appropriations which are sufficient for that purpose. This provision of the Indiana Code could be modified or repealed at any time.

## **CIRCUIT BREAKER TAX CREDIT**

### **Description of Circuit Breaker**

The Indiana General Assembly has enacted, legislation (IC 6-1.1-20.6), which provides taxpayers with a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit ("Circuit Breaker Tax Credit"). For property assessed as a homestead (as defined in IC 6-1.1-20.9-1), the Circuit breaker Tax Credit is the amount by which the property taxes attributable to the homestead exceed 2% of the gross assessed value of the homestead, beginning with property taxes first due and payable in 2008.

For all other real and personal property, the Circuit Breaker Tax Credit is the amount by which the property taxes attributable to the property exceed 3% of the gross assessed value of the property, beginning with property taxes first due and payable in 2010.

The Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. A political subdivision may not increase its property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

The DLGF has taken an administrative position that existing law requires taxing units to fully fund any levies for the payment of outstanding debt service or lease rental obligations regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. The DLGF's position is that property taxes collected by a political subdivision must first be applied to pay debt service or lease rental obligations on all outstanding bonds or lease rental revenue bonds. If property tax collections are insufficient to fully fund debt service or lease rental levies due the Circuit Breaker Tax Credit, the DLGF has indicated that taxing units must use non-property tax revenues or revenues from property tax levies for other funds (including operating) to offset revenue loss to the debt service fund. For school corporations, any shortfall could also be funded through the State intercept program; however, application of the intercept program will result in a shortfall in distribution to the school corporation's general fund so schools are encouraged by the DLGF to fund any shortfall directly from the school corporation's general fund and avoid the application of the intercept program. The application of property tax revenues may impact the ability of political subdivisions to provide existing levels of service and, in extreme cases, the ability to make debt service or lease rental payments.

There has been no judicial interpretation of the Legislation, or of the DLGF's position or authority to require application of property tax revenues as described above, and no assurance the DLGF will continue this interpretation. In addition, there can be no assurance as to future events or legislation that may impact the Circuit Breaker Tax Credit or the collection of property taxes.

#### **Estimated Circuit Breaker Tax Credit for West Clark Community Schools**

Based on Legislative Services Agency ("LSA") data, it is anticipated that the annual trending of assessed value and resulting reduction in tax rates in Clark County will reduce the loss of property tax revenues from the implementation of the Circuit Breaker Tax Credit. Pursuant to LSA data, the estimated Circuit Breaker Tax Credit allocable to the School Corporation for budget years 2008 is \$0, and in 2009 is approximately \$916. In budget year 2010 and thereafter, when the credit expanded to apply to both real and depreciable personal property, LSA estimates the Circuit Breaker Tax Credit will be approximately \$1,407.

The LSA Circuit Breaker Tax Credit analysis described about does not reflect the potential effect of any further changes in the property tax system or methods of funding local government that may be enacted by the Indiana General Assembly before 2010. The effect of these changes could affect LSA's estimate of the Circuit Breaker Tax Credit and the impact could be material. Other future events, such as the loss of a major taxpayer, reductions in assessed value, increases in property tax rates of overlapping taxing units, or a reduction in the amount of property tax replacement credit paid by the State of Indiana could increase effective property tax rates and the amount of the lost revenue due to the Circuit Breaker Tax Credit, and the resulting increase could be material.

## **PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION**

The Lease Rental Payments are payable from special ad valorem property taxes required by law to be levied by or on behalf of the School Corporation. Real and personal property in the State is assessed each year as of March 1. On or before August 1st each year, the County Auditor must submit to each underlying taxing unit a statement of (i) the estimated assessed value of the taxing unit as of March 1st of that year, and (ii) an estimate of the taxes to be distributed to the taxing unit during the last six months of the current budget year. The estimated value is based on property tax lists delivered to the Auditor by the Township Assessors in Marion County and the County Assessor in all other counties on or before July 1.

The estimated value is used when the governing body of a local taxing unit meets to establish its budget for the next fiscal year (January 1 through December 31), and to set tax rates and levies. By statute, the budget, tax rate and levy must be established no later than the last meeting of the fiscal body in September for Marion County; no later than September 30 for all second class cities; and no later than September 20th for most other units. The budget, tax levy and tax rate are subject to review and revision by the Department of Local Government Finance (DLGF) which, under certain circumstances, may revise, reduce or increase the budget, tax rate, or levy of a taxing unit. The DLGF may increase the tax rate and levy if the tax rate and levy proposed by the School Corporation is not sufficient to make its Lease Rental Payments. The DLGF must complete its actions on or before February 15.

On or before March 1, the County Auditor prepares and delivers the tax duplicate, which is a roll of property taxes payable in that year, to the County Treasurer. Upon receipt of the tax duplicate, the County Treasurer publishes notice of the tax rate in accordance with Indiana statutes. The County Treasurer mails tax statements at least 15 days prior to the date that the first installment is due (due dates may be delayed due to a general reassessment or other factors). Property taxes are due and payable to the County Treasurer in two installments on May 10 and November 10, unless a later due date is established by order of the DLGF. If an installment of taxes is not completely paid on or before the due date, a penalty of 10% of the amount delinquent is added to the amount due. On May 10 and November 10 of each year thereafter, an additional penalty equal to 10% of any taxes remaining unpaid is added. The penalties are imposed only on the principal amount of the delinquency. Property becomes subject to tax sale procedures after 15 months of delinquency. The County Auditor distributes property taxes collections to the various taxing units on or about June 30 after the May 10 payment date and December 31 after the November 10 payment date.

Pursuant to State law, real property is valued for assessment purposes at its "true tax value" as defined in the Real Property Assessment Rule, 50 IAC 2.3, the 2002 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.3, and the 2002 Real Property Assessment Guidelines, Version A ("Guidelines"), as adopted by the DLGF. The Manual defines "true tax value" as "the market value in use of property for its current use, as reflected by the utility received by the owner or a similar user from that property." The Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease of administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal method, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they produce accurate and uniform values throughout the jurisdiction and across all classes of property. The Manual specifies the standards for accuracy and validation that the DLGF uses to determine the acceptability of any alternative appraisal method.

"Net Assessed Value" or "Taxable Value" represents the "Gross Assessed Value" less certain deductions for mortgages, veterans, the aged, the blind, economic revitalization areas, resource recovery systems, rehabilitated residential property, solar energy systems, wind power devices, coal conservation

systems, hydroelectric systems, geothermal devices, inventory in enterprise zone and tax-exempt property. The "Net Assessed Value" or "Taxable Value" is the assessed value used to determine tax rates.

If an assessing official changes the assessed value of property, a notice of that change is sent by either the township assessor or the County Property Tax Assessment Board of Appeals to the affected property owner. The property owner may appeal the assessment by filing a Petition for Review of Assessment within 45 days of the date the notice was mailed. While the appeal is pending, the taxpayer may pay taxes based on the current year's tax rate and the previous or current year's assessed value.

A state property tax replacement credit is applied to the property tax liability of a taxpayer. The amount of the state property tax replacement credit is: (a) sixty percent (60%) of a taxpayer's real and personal property tax liability for the general fund levy imposed by the school corporation; and (b) approximately twenty percent (20%) of a taxpayer's real property tax liability for the general fund levies imposed by the taxing units in the taxing district (less sixty percent (60%) of a taxpayer's property tax liability for the general fund levy imposed by the school corporation); and (c) approximately twenty percent (20%) of taxpayer's personal property that is not business personal property tax liability for the general fund levies imposed by the taxing units in the taxing district (less sixty percent (60% of the taxpayer's property tax liability for the general fund levy imposed by the school corporation). A state homestead credit is also applied to the property tax liability of an owner of a primary residence in the state. The amount of the state homestead credit is equal to approximately 20% of the taxpayer's property tax liability for the general fund levies imposed by of all the taxing units in the taxing district (less the state property tax replacement credit).

## **LEGISLATION AFFECTING OBLIGATIONS OF INDIANA SCHOOL CORPORATIONS**

If, notwithstanding the sufficiency of the levy of taxes and of appropriations, a school corporation fails to meet its requirement to pay bond and lease obligations when due, the State Treasurer may be required to pay the bond and lease obligations from certain State funds which would otherwise be distributed to that school corporation. Pursuant to the Indiana Code, Title 20, Article 48, Chapter 11, Section 1, upon the failure of any school corporation to pay when due any of its bond and lease obligations, the State Treasurer, upon notification by any claimant, is required to make payment of those obligations from State funds to the extent of, but not in excess of, any amounts appropriated by the General Assembly, at its discretion, for that calendar year for distribution to that school corporation, and to deduct the amount of that payment from the amount to be so distributed to that school corporation. Pursuant to the Trust Indenture, the Trustee is to notify and demand payment immediately from the State Treasurer if the school corporation should default in its obligation under the Lease to pay Rent to the Trustee. There can, however, be no assurance as to the levels or amounts that may from time to time be appropriated by the Indiana General Assembly for school purposes or that this provision of the Indiana Code will not be repealed.

## **THE BUILDING CORPORATION**

West Clark 2000 School Building Corporation was organized pursuant to the Indiana Code, Title 23, Article 17, Chapter 1.1, for the sole purpose of acquiring real estate and constructing school facilities to be leased to the West Clark Community Schools. In order to provide the funds necessary to undertake projects, the Building Corporation will, from time to time, issue bonds secured by lease agreements and a mortgage. The Building Corporation also has the power to issue bonds to advance refund its outstanding bonds.



During its existence, the Building Corporation will operate entirely without profit to the Building Corporation, its officers, directors and members.

## **LEGAL MATTERS**

Certain legal matters incident to the issuance of the Bonds and with regard to the tax status of the interest thereon (see "Tax Matters") will be passed upon by Bose McKinney & Evans LLP ("Bond Counsel"). A signed copy of that opinion, dated and premised on facts and laws existing as of the date of original delivery of the Bonds will be delivered to the Underwriter at the time of that original delivery, and a copy of that opinion will be printed on the Bonds. A copy of the opinion proposed to be delivered by Bond Counsel for the Bonds is attached as Appendix C.

The engagement of Bose McKinney & Evans LLP as Bond Counsel is limited generally to the examination of the documents contained in the transcript of proceedings, and examination of such transcript of proceedings and the law incident to rendering the approving legal opinion referred to above, and the rendering of such approving legal opinion. In its capacity as Bond Counsel, said firm has reviewed those portions of this Official Statement under the captions: "Sources of Payment and Security for the Bonds", "The Bonds", "Summary of Certain Provisions of the Trust Indenture", "Summary of the Lease", "Tax Matters", "Legal Opinions and Enforceability of Remedies", "Original Issue Discount", "Amortizable Bond Premium" and "Continuing Disclosure". Bond Counsel has not been retained to pass upon any other information in this Official Statement or in any other reports, financial information, offering or disclosure documents or other information that may be prepared or made available by the School Corporation, the Trustee, the Underwriter or others to the prospective purchasers of the Bonds or to others.

## **LITIGATION**

To the knowledge of the Building Corporation, the School Corporation, Bond Counsel and the Underwriter, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the levy and collection of taxes to pay the Rent to be paid under the Lease, or contesting or questioning the proceedings or authority under which the Lease was authorized, or the validity of the Lease. To the knowledge of the Underwriter, no litigation or administrative action or proceeding is pending or threatened concerning the issuance, validity and delivery of the Bonds. Certificates to such effect will be delivered at the time of the original delivery of the Bonds.

## **SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE**

The following is a summary of certain provisions of the Indenture between the Corporation and the Trustee and does not purport to be a complete description of the Indenture. Reference should be made to the Indenture for a full and complete statement of its provisions.

### **Indenture as Contract with Bondholders**

The provisions of the Indenture constitute a contract among the Corporation, the Trustee, and the holders from time to time of all Bonds issued pursuant to the Indenture. The pledges made in the Indenture and the agreements to be performed by the Corporation and the Trustee are for the equal benefit, protection and security of the holders of any and all such Bonds.

