THE CITY OF CLEVELAND
BOLIVAR COUNTY
STATE OF MISSISSIPPI

MINUTES OF REGULAR MEETING HELD ON TUESDAY, APRIL 1, 2014

This regular meeting of the Mayor and Board of Aldermen of The City of Cleveland, Mississippi, was duly and legally begun and held in the Board Meeting Room in the Mayor's Office in the City Hall at 6:30 o'clock p.m. on Tuesday, April 1, 2014.

Present were: Billy Nowell, Mayor; Robert Sanders, Danny Abraham, Maurice Smith, Gary Gainspoletti, Theodore R. "Ted" Campbell, Kirkham Povall, Aldermen; Charles A. Bingham, Chief of Police; Farae Wolfe, City Manager; John K. Lindsey, City Clerk; Kim Hudson, Assistant Director of Community Development; Billy Trotter, Inspector; Ray Bell, Public Works Director; Gene Bishop, Fire Inspector; Greg Korb, P.E., City Engineer; Stephen Glorioso, Director of Parks and Recreation; Rodney Martin, Tournaments Director; Clint Johnson, Airport Director; and Jamie F. Jacks, City Attorney. Alderman Paul Janoush was absent. The meeting was duly opened, and, upon due proclamation first made, the following proceedings were held, to-wit:

ORDERED this April 1, 2014.

ORDER APPROVING MINUTES

Upon presentation and examination of the minutes of the March 4th regular meeting, upon motion of Alderman Sanders, seconded by Alderman Smith, and unanimously adopted, it is ordered that the minutes of said meetings are approved.

ORDERED this April 1, 2014.

RESOLUTION AND ORDER APPROVING AND ALLOWING CLAIMS

BE IT RESOLVED AND ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLEVELAND, MISSISSIPPI that the transfers and claims in the transactions numbered 141,576 through 141,880 inclusive, on the Municipal Claims Docket of said City for the month immediately preceding the month of this meeting, aggregating $ 1,371,593.73, each and all are hereby approved for payment to the fund and claimant in the amount and from the particular fund as set forth in each of said transfers and claims on said docket, and said amount is hereby appropriated for the immediate payment of each and all of said transfers and claims from the respective funds as shown on said docket to be payable as aforesaid.

RESOLVED AND ORDERED upon motion made by Alderman Campbell, seconded by Alderman Gainspoletti, and unanimously adopted, this April 1, 2014.

ORDERED this April 1, 2014.

ORDER APPROVING RENEWAL OF MOSQUITO CONTROL HANGAR LEASE WITH ADVANCED MOSQUITO CONTROL

Upon motion by Alderman Povall, second by Alderman Gainspoletti and unanimously approved, it is ordered that the City renew the following lease agreement with Advanced Mosquito Control for an additional one year period through April 15, 2015.

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LEASE AGREEMENT

THIS LEASE, made and entered into this 16th day of April, 2014, by and between the **CITY OF CLEVELAND**, Post Office Box 1439, Cleveland, Mississippi, hereinafter referred to as Lessor, and **ADVANCED MOSQUITO CONTROL, INC.**, 2826 Highway 446 #A, Cleveland, MS 38732, hereinafter referred to as Lessee,

WITNESSETH:

NOW, THEREFORE, pursuant to **Section 61-5-11, Mississippi Code of 1972**, as amended, effective July 1, 2010, and in consideration of the mutual benefits, promises, and covenants exchanged between the Parties as hereinafter contained, **Lessor** and **Lessee** agree and covenant unto each other as follows, to-wit:

1. **Lessor** hereby leases to **Lessee** the following described airport properties:

902 Airport Terminal Road and 910 Airport Service Road

In consideration of the covenants contained in this Lease, **Lessor** and **Lessee** agree that in using the demised premises, **Lessee** shall communicate with the Airport Director (hereinafter referred to as "Director"), as **Lessor's** agent and that **Lessee** shall comply with Lessor's Airport Long Range plan and with all local and FAA rules and regulations applicable thereto.

2. The term of this agreement shall be for a period of one year commencing on April 16, 2014 and running through April 15, 2015, (or until the end of Lessee's 2014-2015 mosquito control contract with the City, whichever date is earlier), and unless terminated earlier under the provisions of this Agreement.

3. **Lessee** shall pay **Lessor** the sum of $500.00 per month with the first payment due on the day of possession by **Lessee**. The first payment shall be due on the date of possession and succeeding payments shall be due on the same day of each succeeding month at the office of the City Clerk. **Lessor** may, from time to time, designate other places of payment by written notice to **Lessee**. **Lessee** further agrees to pay any "flow fees" on fuel sold at the Municipal Airport with "flow fees" being understood by the parties to constitute charges on each gallon of fuel sold at the Municipal Airport (for example: an additional charge of 3 cents per gallon). **Lessee** shall be assessed these fees as all other purchasers of said fuel are assessed. **Lessee** shall also secure and maintain liability insurance coverage in the amount of One Million ($1,000,000.00) Dollars and shall include **Lessor** as an additional insured in said policy. **Lessee** shall provide annually to **Lessor** a copy of the insurance documents that describe the coverage and **Lessor** as an additional insured. **Lessee** further covenants and agrees to insure its contents, equipment, inventory, parts, and aircraft located

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on the subject property and provide worker's compensation insurance for its employees. **Lessee** shall obtain all insurance prior to its taking possession of the premises.

4. The leased premises are to be used for purposes of providing the City's mosquito control program only.

5. As further consideration of this lease, **Lessee** agrees and binds himself:

A. To pay punctually all applicable and appropriate City, State, County, and Federal licenses, taxes and permits necessary to the conduct of its business.

B. To indemnify and hold harmless **Lessor** for any and all liability which may arise out of the occupancy of said premises by Lessee or any accident, injury or negligence on the part of **Lessee's** agents, employees, invites or assigns.

C. To maintain the leasehold improvements, not to include the paved tie down and parking areas, property in good condition, and to make at its own expense all ordinary repairs. Certain damages by acts of God, war, or civil disorder may warrant supportive and supplementary maintenance aid by the **Lessor** at the discretion of the **Lessor**.

6. The **Lessee** shall never be construed to be an agent of **Lessor** and shall not incur any expense chargeable to **Lessor.**

7. The premises herein leased shall be exclusively for the purposes set forth hereinabove, and **Lessee** is obligated not to use same for any purpose not specifically authorized. **Lessee** agrees to remain in exclusive use and control of the improvements during the term of this Lease. Upon termination of the Lease for any reason, all fixtures installed on the premises by either **Lessor** or **Lessee** which are attached to the building or grounds shall remain the property of **Lessor**. If **Lessee** installs equipment which may be removed without causing damage to the premises, such property shall remain the property of **Lessee** and may be removed. Upon termination of the Lease, **Lessee** shall not commit any waste in removing its equipment nor shall **Lessee** damage the premises. Any damage caused by **Lessee** shall be the sole responsibility of **Lessee** to reimburse **Lessor** for the cost for repairing said damage.

8. At the expiration of this lease, or its termination for any just cause, **Lessee** is obligated to immediately vacate the premises, and should **Lessee** fail to do so, he consents to pay as liquidated damages, five times the average rent per day, for each day he remains beyond the date of termination or expiration, plus attorney's fees, costs, etc. **Lessee** also expressly waives all notice to vacate at the expiration of this lease. Should **Lessor** allow, or permit, **Lessee** to remain in the leased premises after the expiration of this lease, this shall not

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be construed as a renewal of this lease. All property belonging to **Lessee** remaining on the premises after termination hereof shall be disposed of at the expense of **Lessee** and any funds realized by sale of any of **Lessee's** property shall be applied first to monies owed by **Lessee** to **Lessor**.

9. All buildings and improvements of whatever nature placed by **Lessee** on the leased property, except movable trade fixtures and personal property of **Lessee**, shall become the property of **Lessor**, at the end of the Lease.

10. **Lessee** shall not have the right to sub-lease in whole or in part, the property herein leased.

11. In the event of default by **Lessee** or in the event **Lessee** should fail to perform or observe any covenant, agreement or obligation contained in this Lease, and such default(s) shall continue for a period of ten (10) days; or in the event of the insolvency of **Lessee** or the adjudication of **Lessee** to be a bankrupt, whether such adjudication be voluntary or involuntary; or in the event a judgment is entered against **Lessee** that remains unsatisfied for more than thirty (30) days after its entry; or in the event of the abandonment of the leased premises in whole or in part by **Lessee**, then under any of these contingencies **Lessor** shall be authorized to terminate the lease, declare the rights of **Lessee** under this lease forfeited and cancelled, and re-enter and take the possession of the demised premises.

12. **Lessee** shall not permit nor shall **Lessee** commit, either directly or indirectly, any activity which is illegal or contrary to the laws and ordinances of the City of Cleveland, State of Mississippi, and United States of America. At all times while in possession of the leased premises, **Lessee** shall not conduct any activities or permit hazardous conditions to be maintained or stored on its premises that are not customarily a part of a mosquito control program. **Lessee** agrees to refrain from permitting or participating in the commission of an activity that prevents or interferes with the operation of the Airport without the express written approval of the Mayor and Board of Aldermen of the City of Cleveland, Mississippi.

13. **Lessor** and **Lessee** agree that the leasehold interest created herein shall not be conveyed, transferred or assigned to a third party without the express, written approval of the City of Cleveland, acting through its Mayor and Board of Aldermen.

14. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of **Lessor's** rights, **Lessor** expressly reserving the right to always enforce prompt payment of rental, or to cancel this lease regardless of any indulgences or extensions previously granted. The receiving by **Lessor**, or **Lessor's** representative of any rent in

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arrears, or after notice of institution of any suit for possession, or for cancellation of this lease, will not be considered as a waiver of such notice of suit, or of any of the rights of Lessor.

15. Impairment or destruction, either partial or total, of said building by fire or other casualty, shall not have the effect of terminating this lease provided, however, that in case of damage by fire or other casualty, or other cause not the fault of the **Lessee** which would render said premises unfit for use by the **Lessee** for purposes stated, the rental, pro rata, for that portion rendered untenantable shall abate for the period same premises remain unfit, as mutually determined by **Lessor** and **Lessee**.

16. Any notices, demands, or citations under this lease, may be served personally on Lessee or by mail addressed to Lessee at the within leased premises.

17. LESSEE AGREES TO PROVIDE IN THE LEASED PREMISES:

A. The specific services set forth as items A through E in paragraph 1, above.

B. Maintain adequate fire extinguishers and safety equipment.

C. Provide electricity, telephone and other utilities required by **Lessee** for its operations hereunder.

18. The Lessee, his agents and employees will not discriminate against any person or class of persons by reason of race, color, creed, or national origin in providing any services or in the use of any of its facilities provided for the public, in any matter prohibited by Part 15 of the Federal Aviation Regulations.

The **Lessee** further agrees to comply with such enforcement procedures as the United States might demand that the **Lessor** take in order to comply with the Sponsor's Assurances.

19. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right, including any rights within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.

20. **Lessor** reserves the right, but shall not be obligated to **Lessee**, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of **Lessee** in this regard.

21. During the time of war or national emergency **Lessor** shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with provisions of the lease to the Government, shall be suspended.

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22. **Lessor** reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent **Lessee** from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the **Lessor**, would limit the usefulness of the airport, constitute a hazard to aircraft, or be inconsistent with codes and/or ordinances regulated by the Lessor.

23. There is hereby incorporated by reference, the same though fully copied herein, the MINIMUM STANDARDS FOR FIXED BASE OPERATORS AT CITY OF CLEVELAND MUNICIPAL AIRPORT, adopted by **Lessor** on April 1, 1986, copies of which are on file in the office of the Airport Manager and also that ordinance of rules, regulations and standards of record and City Hall, Ordinance Book 3, Page 293.

24. The **Lessee**, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

25. The **Lessee** for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

B. That the **Lessee** shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

This lease made and signed in duplicate, originals in the City of Cleveland, Bolivar County, State of Mississippi, this the _____day of _____, 2014.

THE CITY OF CLEVELAND, MISSISSIPPI, Lessor

By:_____
Billy Nowell, Mayor

ATTEST:

_____
JOHN LINDSEY, City Clerk

(SEAL)

ADVANCED MOSQUITO CONTROL, INC., Lessee

By:_____
Bern Prewitt

ORDERED, this April 1, 2014.

ORDER APPROVING ESCROW AGREEMENT EXTENSION

Upon motion by Alderman Gainspoletti, second by Alderman Smith and unanimously approved, it is ordered that the City approve the following Escrow Agreement Extension for the existing escrow agreement between the City, Siemens Public, Inc, and UMB Bank, N.A.

SIEMENS

Lessee to be applied as a prepayment of a portion of the Lessee's principal obligation under the Lease in a manner determined by the Lessor."

Lessee acknowledges that amending Section 3.5 of the Escrow Agreement to extend the termination date for the Escrow Fund to July 11, 2014 (the "Escrow Fund Termination Date"), may require Lessee to rebate certain sums to the Internal Revenue Service as provided in Section 3.4.6 of the Escrow Agreement and the Arbitrage Investment Instructions attached as Exhibit B to the Escrow Agreement. Lessee further acknowledges that Lessor is executing this Amendment to Escrow Agreement and agreeing to the Escrow Fund Termination Date in reliance on Lessee's unconditional assurances that it will fully comply with Section 3.4.6 of the Escrow Agreement and the terms and provisions of the Arbitrage Investment Instructions.

If this is acceptable, please have this letter agreement signed by the appropriate officer in the space indicated below and return the letter.

All the remaining terms and conditions of the above referenced agreement remain the same.

LESSOR	LESSEE
Siemens Public, Inc.	**City of Cleveland, Mississippi**
By :_____	By :_____
Name :_____	Name :_____
Title :_____	Title :_____
By :_____	
Name :_____	
Title :_____	

ESCROW AGENT
UMB Bank, N.A.
By : Victor Zarrilli
Name : VICTOR ZARRILLI
Title : Senior Vice President

ORDERED, this April 1, 2014.

ORDER FOR REVISION TO WALKING TRAIL ORDINANCE TO ALLOW FOR OTHER CHAMBER OF COMMERCE EVENTS

After discussion, upon motion by Alderman Gainspoletti, second by Alderman Abraham and unanimously adopted, it is ordered that the City approve revision to the Walking Trail Ordinance to allow for the planned Record Day event on April 19, 2014, and to declare that the ordinance as revised be effective immediately, as being in the best interest for the City.

AN ORDINANCE DEFINING A WALKING TRAIL AND NATURE AREA; PROVIDING REGULATIONS THEREIN; AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF

WHEREAS, the regulations contained in this ordinance are required and ordained for the public health, safety, morals, good order, and convenience, and for the general welfare of the community. It is the intention hereby to establish reasonable limits to minimize detrimental effects to the area herein and the surrounding properties, and to provide a regulatory framework for the use of the designated area; and,

WHEREAS, The City of Cleveland, Mississippi, has acquired certain property hereinafter described in and abutting the Central Business District for the municipal park and recreation purposes as hereinafter described and including a two-lane paved roadway or drive designated as Bayou Avenue or Bayou Road; and,

WHEREAS, said property has been developed as a nature and walking trail, with natural planting, lighting, seating, and paved driving and walking lanes, and the character of such area needs to be established and maintained as herein provided; and,

WHEREAS, part of said area is within the Crosstie Historic District as provided by the ordinances of this City and laws of the State of Mississippi, and within said area is a branch of the Bolivar County Library located within the building formerly used as a railroad depot, and said library and immediate premises should be used consistently with its intended library use; now, therefore,

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLEVELAND, MISSISSIPPI, as follows:

SECTION 1: BOUNDARY OF AREA. The nature and walking trail herein, together hereinafter "the trailway," is that area in The City of Cleveland, Mississippi, described as follows:

Area One. That property acquired by The City of Cleveland, Mississippi in the Southwest Quarter (SW ¼) of Section 16, Township 22 North, Rage 5 West lying North of the North line of Sunflower Road, which is also designated as Mississippi State Highway 8, more particularly described in that deed from Columbus and Greenville Railway Company now of record beginning on page 624 of Land Deed Record M-230 of the records in the office of the Chancery Clerk of Bolivar County, Mississippi, in said City.

Area Two. That property bounded on the North by the South line of said Sunflower Road and on the South by the North line of College and Lee Streets; and,

Bounded on the West by the East line of Cotton Row, formerly known as Central Avenue, between said Sunflower Road and the center line of South Court Street, by the West line of Bayou Avenue, from said center line of South Court Street, between said center line of South Court Street and the South line of the Commerce building property, and by the West line of Jones Bayou, between said South line of the Commerce Building property and the North line of said College and Lee Streets; and,

Bounded on the East by the West line of Sharpe Avenue; and this Area Two also includes property acquired from said Railway and other property acquired by said City.

Area Three. That property in Sections 21 and 28, Township 22 North, Range 5 West lying South of the South line of College Street and Lee Street acquired by The City of Cleveland, Mississippi, and more particularly described, by that deed from Columbus and Greenville Railway Company now of record beginning on page 638 of Land Deed Record M-230 of the records in the office of the Chancery Clerk of Bolivar County, Mississippi, in said City.

SECTION 2. BOUNDARY OF WALKING TRAIL. The walking trail herein includes that walkway presently paved and running North and South between said Cotton Row and said West line of Bayou Avenue on the West and Sharpe Avenue on the East, and it also includes Area One and Area Three hereinabove described.

SECTION 3. BOUNDARY OF NATURE AREA. The nature area herein includes that property serving as an arboretum lying between the West line of Jones Bayou and said Bayou Avenue, also known as Bayou Road, and between said Commerce building property and College Street.

SECTION 4. USE AND VEHICLE SPEED LIMIT. Said walking trail and nature area (the trailway) shall be used for recreational walking only. Within said areas (the trailway), it shall be unlawful for any person to operate any wheeled vehicle, except that passenger vehicles may operate upon said Bayou Avenue at a speed not to exceed 20 miles per hour and may park in the designated paved areas.

SECTION 5. ANIMALS REGULATED. Within said walking trail and nature area (the trailway) it shall be unlawful for any person to have a dog or any other animal present at the instance of such person, either with or without a leash, and such animal may be considered as running at large and be impounded as otherwise provided by the ordinance of this City.

SECTION 6. CERTAIN ANIMALS AND VEHICLES ALLOWED. It is specifically understood and provided hereby that any disabled person shall have full access to said premises and may use any reasonable prescribed riding vehicle or walking device and may be accompanied by a properly trained Seeing Eye dog upon such leash as is appropriate. It is further understood that any person may walk with an infant or child in a baby carriage, provided such carriage shall be under the full control of an adult or other person over 18 years of age.

SECTION 7. WALKING LANE USE. Users of the paved walking trail, either walking or with any authorized vehicle, shall travel or walk on, and meet other users from, the right side of the trail, as is customary for the lawful rules of the road.

SECTION 8. VEHICLE USE AND PARKING REGULATED. It shall be unlawful for any person to skate or coast upon any wheeled or sliding device or to drive or park any wheeled vehicle upon the grass or planted area, or to park any vehicle except at the designated parking areas, or to park any vehicle within, or partially within, or upon any portion of the paved driving way of said Bayou Avenue.

SECTION 9. PROTECTION OF PUBLIC PROPERTY. It shall be unlawful for any person to damage, deface, or remove any structure, equipment, device, plant or any part thereof, or landscape feature or device.

SECTION 10. REGULATION OF GLASS AND ALCOHOLIC BEVERAGES. It shall be unlawful for any person to possess any glass container or to possess or consume any alcoholic beverage within the trailway provided the Board of Aldermen may authorize the dispensing and consumption of such beverages during the annual Octoberfest which is an event designed to increase tourism and bring favorable notice to the City.

SECTION 11. NOISE CONTROL. It shall be unlawful for any person to play any musical instrument or recording thereof, or to play, or make amplification of any recording, instrument or voice or any other sound within the trailway, except such as shall be audible only to the player by way of earphones; however, during Octoberfest, the Crosstie Jazz, Heritage Festival and Record Store Day, voice and musical amplification may be made by live acts or recordings.

SECTION 12. DEFINITIONS.

12.1. The regulated area shall mean the area described and embraced as described in SECTION 1 hereinabove and may be referred to as the "trailway," and the regulations herein are applicable and in effect within such area.

12.2. Block party shall mean a gathering of neighbors or businesses for the purpose of fellowship, the beautification of an area, or the exposure of the residents to the arts or music that may or may not require the use or blocking of any portion of the regulated area. The definition of block parties includes barbeques, picnic, music, games, dances or exhibits of arts, crafts or performances.

12.3. Other special events shall mean street fair, art and craft show, carnival, block party or other neighborhood or community activity, picnic, dance, rally, promotional or fund raising activities, community celebrations and observances, and other special events which occur within said regulated area so as to impede, obstruct, impair, delay or interfere with the recreational or preservation uses by any other person for which the area is designated or requires any special municipal efforts to protect and preserve the property uses otherwise intended herein.

SECTION 13. GROUP EVENTS REGULATED.

13.1. It shall be unlawful for any person or group of persons to organize or to participate in any block party or special event to be held upon the regulated area except as hereinafter provided.

13.2. Provided, the annual Crosstie Festival, Octoberfest and Record Store Day (which the City finds to be events designed to increase tourism and bring favorable notice to the City) may be held upon said premises under the supervision of the police and public works departments, with careful consideration for the preservation of the character and intended purpose of the regulated area; also provided, events and activities associated with the normal uses for the branch of the Bolivar County Library located in the former depot building may continue as usual and within its policies, rules and regulations for use; and also provided, organized walks or small groups of walkers are permitted, but larger groups for organized walks, and such walks sometimes referred to as "walk-a-thons" for fund raising, may be held upon application to the police department and shall be regulated by the police department or public works department so as not to interfere with the use and enjoyment of the trailway by others nor to damage any of the premises.

13.3. The Board of Aldermen may make other rules and regulations for the use and enjoyment of the trailway by order or resolution. Such rules may be enforced by the police or public works departments, and it shall be unlawful for any person to violate any of such rules, directions, signs, markers, or control devices of said police or public works department.

SECTION 14. VIOLATION AND PENALTY.

14.1. Any violation of the provisions of this ordinance shall be unlawful and punishable as for a misdemeanor as provided by law.

14.2. In order to prevent breach of the intended or peaceful use of the regulated premises and damage to any portion thereof, any violator may be immediately ordered to leave the premises and failure to obey such order shall be a violation punishable as herein provided and subject to immediate arrest or citation as provided by law and by the ordinances of this City.

14.3 This ordinance is cumulative, and the City may undertake and initiate any other lawful remedy for the enforcement of this ordinance and these regulations.

SECTION 15. CONSTRUCTION AND SEVERABILITY. Severability is intended through and within the provisions of this ordinance. If any provision, including *inter alia* any exception, part, phrase, or term or the application thereof to any person or circumstances, is held invalid, the application to other persons or circumstances shall not be effected thereby and the validity of this ordinance in any and all other aspects shall not be affected thereby. The Board of Aldermen does not intend a result that is absurd, impossible to execute, or unreasonable. It is intended that this ordinance shall be held inapplicable in such cases, if any, where its application would be unconstitutional. A constitutional construction is intended and shall be given. Said Board does not intend to violate the Constitution of the State of Mississippi or the Constitution of the United States of America.

SECTION 16. EFFECTIVE DATE OF ORDINANCE. The regulated area herein contains planting, landscaping, sodding, surfacing and equipment which can be irreparably damaged by any use in violation of these regulations, and this Board finds that an emergency exists for its protection, use and enjoyment within the provisions of Section 21-13-11 of the Mississippi Code of 1972, as amended, and that the Record Store Day event is planned for April 19, 2014, and all Aldermen are present and voting herefor, therefore this ordinance shall take effect and be in force immediately upon its passage and adoption as provided by law.

ORDAINED, ADOPTED AND APPROVED this 1st day of April, 2014.

/s/ Billy Nowell
BILLY NOWELL, being the same person and
Duly authorized to act as BILLY NOWELL, Mayor

(SEAL)

Attest:

/s/ John Lindsey
JOHN LINDSEY, City Clerk

It is hereby certified that the foregoing ordinance was offered and introduced in writing and its adoption was duly moved by Alderman GAINSPOLETTI and seconded by Alderman ABRAHAM, and the vote was taken on final passage by both "YEAS" and "NAYS" as follows:

Alderman Billy Nowell voted "YEA"
Alderman Maurice Smith voted "YEA"
Alderman Theodore "Ted" Campbell voted "YEA"
Alderman Robert Sanders voted "YEA"
Alderman Danny Abraham voted "YEA"
Alderman Kirkham Povall voted "YEA"
Alderman Gary Gainspoletti voted "YEA"
Alderman Paul Janoush voted "YEA"

WHEREUPON, the Mayor declared the ordinance duly, legally, and unanimously adopted, and he signed the same in open session at this meeting on April 1, 2014.

/s/ Billy Nowell
BILLY NOWELL, being the same person and
Duly authorized to act as BILLY NOWELL, Mayor

(SEAL)

Attest:

/s/ John Lindsey
JOHN LINDSEY, City Clerk

ORDERED, this April 1, 2014.

ORDER FOR WAIVER OF SURETY BOND WAIT PERIOD AND IMDEMNIFICATION REQUIRED BY THE STANTON AND NOBLIN UTILITY DISTRICT AGREEMENTS

After discussion, upon motion by Alderman Povall, second by Alderman Campbell and unanimously adopted, it is ordered that the City approve the waiver of the thirty day surety bond wait period and the stipulated indemnification in the agreement between the Utility Districts and Boyle-Skene Water Association.

ORDERED, this April 1, 2014.

ORDER FOR APPOINTMENT OF ELECTION COMMISSIONER

After discussion, upon motion by Alderman Povall, second by Alderman Gainspoletti and unanimously approved, it is ordered that Martha Ely be appointed as Election Commissioner to fill the present vacancy in that Commission.

ORDERED, this April 1, 2014.

ORDER FOR RESOLUTION TO INCUR DEBT

After discussion, upon motion by Alderman Smith, second by Alderman Gainspoletti and unanimously approved, it is ordered that the resolution attached to these minutes and labeled Exhibit "A" be adopted to proceed with advertisement for bids for a line of credit to fund as necessary the cost of engineering services between now and September 2015 for Task Order Number Two of the Waste Water Treatment Plant Project, for an amount up to $838,653.

ORDERED, this April 1, 2014.

ORDER TO ADJUDICATE REAL PROPERTY AS DESCRIBED HEREIN TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THIS COMMUNITY

WHEREAS, heretofore the Director of Community Development and Assistant Director of Community Development reported to this Board the uncleanliness of the premises hereinafter described and belonging to the owner or owners as hereinafter set forth, and this Board set hearings to be held upon said uncleanliness at 6:30 o'clock p.m. on April 1, 2014 and thereafter, and provided for notices thereof unto said owners; and,

WHEREAS, notice or notices have been duly served thereupon in the manner and time provided by Section 21-19-11 of the Mississippi Code of 1972 as amended, in response to which said owners have wholly defaulted and neither abated said uncleanliness nor appeared at this hearing at the appointed time and place, except as hereinafter set forth; and

WHEREAS, evidence has been presented to this Board at this hearing sufficient to prove that the conditions of said parcel or parcels of land are a menace to the public health and safety of this community; therefore, it is now,

ORDERED, ADJUDICATED, AND FOUND, upon motion made by Alderman Campbell, seconded by Alderman Sanders, and unanimously adopted, that said premises hereinafter set forth, and as designated on the current tax rolls of this City, in the conditions reported as aforesaid, and at the time of this hearing, are each a menace to the public health and safety of this community, and that this City, if each of said owners does not do so himself, proceed to have the land cleaned by cutting weeds, removing rubbish, dilapidated fences, dilapidated buildings, and other debris, and draining any standing water therefrom, subject to the adjudication and assessment of the costs thereof, all as provided by said Section 21-19-11, provided the owners shall have time to bring the property into compliance with city requirements as requested and noted with each entry, all of said properties being as follows:

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Public Hearing for Properties
under MCA 21-19-11
April 1, 2014

117 Washington St.
33-21-635-02-01400
Lots 14 & 15 Blk 2 Scotts Add Cleveland
Lille Mae Jones c/o Willa B. Collins
3816 40 th St. Apt 202; Kenosha, WI 53144
Notice sent on: March 5, 2014
Reason for Notice: Public Nuisance
Condition Report: No progress has been made.
Action Needed: Adjudication

128 Washington St.
33-21-635-03-00500
Lot 5 Blk 3 Scotts Add Cleveland
Lille Mae Jones c/o Willia B. Collins
3816 40th St. Apt. 202; Kenosha, WI 53144
Notice sent on: March 5, 2014
Reason for Notice: Public Nuisance
Condition Report: No progress has been made.
Action Needed: Adjudication

604, 602, 602 Rear Pearl Ave.
33-21-240-04-00200
Lot 2 Blk 4 Edgewood Add Cleveland
J & O Real Estate Investors LLC
4880 Hwy 61 S; Mound Bayou, MS 38762
Notice sent on: March 5, 2014
Reason for Notice: Public Nuisance
Condition Report: No progress has been made.
Action Needed: Adjudication

609 Pearl St.
33-21-240-03-03600
Lot 36 of Blk 3 Edgewood Add Cleveland
Ernestine Nailor Bibbs
223 School Park Dr.; Leland, MS 38756
Notice sent on: March 5, 2014
Reason for Notice: Public Nuisance
Condition Report: Some progress has been made.
Action Needed: Adjudication

Cleveland
MISSISSIPPI
DEPARTMENT OF COMMUNITY DEVELOPMENT
P. O. Box 1439 · 1098 Old Highway 61 North
Cleveland, MS 38732
Phone: 662-843-4601 · Fax: 662-846-5701

NOTICE OF ENTRY OF PROPERTY FOR CLEANING UNDER MISSISSIPPI CODE ANNOTATED §21-19-11

March 5, 2014

To: Lillie Mae Jones
c/o Willa B. Collins
3816 40th St. Apt. 202
Kenosha, WI 53144

Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11 on 117 Washington St.

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 117 Washington St. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on April 1, 2014 at 6:30 pm in the Board Meeting Room at City Hall.

Adjudication at the hearing that the parcel is in need of cleaning will authorize the City to use its employees to enter the property to perform any necessary cleaning including, but not limited to, removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

An adjudication at the hearing that the parcel is in need of cleaning will also authorize the municipality to reenter the property or parcel of land for a period of (1) year after the hearing without any further hearing as long as notice is posted on the property or parcel of land and at the city hall or another place in the city which commonly posts such notices at least 7 days before the property or parcel is re-entered for cleaning.

Kim Chisolm
Kim Chisolm
Assistant Director of Community Development

Cleveland
MISSISSIPPI
DEPARTMENT OF COMMUNITY DEVELOPMENT
P. O. Box 1439 · 1098 Old Highway 61 North
Cleveland, MS 38732
Phone: 662-843-4601 · Fax: 662-846-5701

NOTICE OF ENTRY OF PROPERTY FOR CLEANING UNDER MISSISSIPPI CODE ANNOTATED §21-19-11

March 5, 2014

To: Lillie Mae Jones
c/o Willa B. Collins
3816 40th St. Apt. 202
Kenosha, WI 53144

Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11 on 128 Washington St.

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 128 Washington St. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on April 1, 2014 at 6:30 pm in the Board Meeting Room at City Hall.

Adjudication at the hearing that the parcel is in need of cleaning will authorize the City to use its employees to enter the property to perform any necessary cleaning including, but not limited to, removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

An adjudication at the hearing that the parcel is in need of cleaning will also authorize the municipality to reenter the property or parcel of land for a period of (1) year after the hearing without any further hearing as long as notice is posted on the property or parcel of land and at the city hall or another place in the city which commonly posts such notices at least 7 days before the property or parcel is re-entered for cleaning.

Kim Chisolm
Kim Chisolm
Assistant Director of Community Development

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DEPARTMENT OF COMMUNITY DEVELOPMENT
P. O. Box 1439 · 1098 Old Highway 61 North
Cleveland, MS 38732
Phone: 662-843-4601 · Fax: 662-846-5701

NOTICE OF ENTRY OF PROPERTY FOR CLEANING UNDER MISSISSIPPI CODE ANNOTATED §21-19-11

March 5, 2014

To: J & O Real Estate Investors, LLC
4880 Hwy 61 South
Mound Bayou, MS 38762

Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11 on 604, 602, 602 Rear Pearl Ave.

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 604, 602, 602 Rear Pearl Ave. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on April 1, 2014 at 6:30 pm in the Board Meeting Room at City Hall.

Adjudication at the hearing that the parcel is in need of cleaning will authorize the City to use its employees to enter the property to perform any necessary cleaning including, but not limited to, removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

An adjudication at the hearing that the parcel is in need of cleaning will also authorize the municipality to reenter the property or parcel of land for a period of (1) year after the hearing without any further hearing as long as notice is posted on the property or parcel of land and at the city hall or another place in the city which commonly posts such notices at least 7 days before the property or parcel is re-entered for cleaning.

Kim Chisolm
Kim Chisolm
Assistant Director of Community Development

Cleveland
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P. O. Box 1439 · 1098 Old Highway 61 North
Cleveland, MS 38732
Phone: 662-843-4601 · Fax: 662-846-5701

NOTICE OF ENTRY OF PROPERTY FOR CLEANING UNDER MISSISSIPPI CODE ANNOTATED §21-19-11

March 5, 2014

To: Ernestine Nailor Bibbs
223 School Park Dr.
Leland, MS 38756

Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11 on 609 Pearl St.

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 609 Pearl St. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on April 1, 2014 at 6:30 pm in the Board Meeting Room at City Hall.

Adjudication at the hearing that the parcel is in need of cleaning will authorize the City to use its employees to enter the property to perform any necessary cleaning including, but not limited to, removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

An adjudication at the hearing that the parcel is in need of cleaning will also authorize the municipality to reenter the property or parcel of land for a period of (1) year after the hearing without any further hearing as long as notice is posted on the property or parcel of land and at the city hall or another place in the city which commonly posts such notices at least 7 days before the property or parcel is re-entered for cleaning.

Kim Chisolm
Assistant Director of Community Development

ORDERED, this April 1, 2014.

ORDER TO SEND PUBLIC NUISANCE NOTICES

ORDERED, ADJUDICATED, AND FOUND, upon motion made by Alderman Sanders, seconded by Alderman Abraham, and unanimously adopted, that said premises hereinafter set forth, and as designated on the current tax rolls of this City, in the conditions reported as aforesaid, and at the time of this hearing, are each a menace to the public health and safety of this community, and that this City shall send notices as provided by said Section 21-19-11 as follows:

Request to Send Notices for Properties
in Violation of MCA 21-19-11
April 1, 2014

101 East End St.
33-21-395-00-01200
South 106 of Lot 12 McLean Addition
Mildred J. Taylor
101 East End St.; Cleveland, MS 38732
Reason for Notice: Public Nuisance

ORDERED, this April 1, 2014.

ORDER TO AWARD BID FOR EAST SIDE SWIMMING POOL

After discussion, upon motion by Alderman Smith, second by Alderman Sanders, and unanimously adopted, it is ordered that the sole bid received from Madison County Rock and Pool with base amount of $223,855.00 and Alternate #1 amount of $19,000.00 be accepted with alternate, for a total of $242,855.00, as the lowest and best bid for the East Side Swimming Pool project, providing for a ten percent retainage to be withheld until completion in lieu of a Performance and Payment Bond.

ORDERED, this April 1, 2014.

ORDER FOR BUDGET AMENDMENTS

Upon recommendation by the City Clerk, and motion by Alderman Sanders, second by Alderman Campbell, and unanimously adopted, it is ordered that the City approve the following revenue and expenditure budget amendments for the fiscal year ending September 30, 2014 budget.

City of Cleveland
FYE 2014 Budget Amendments
for Revenues
April 1, 2014

Fund/Department/Account	Original Budget	Increase (Decrease)	Budget As Now Amended	
Unemployment Compensation				
All Departments				
Transfers In / Interfund	0.00	15,000.00	15,000.00	621-000-384
(To increase Unemployment Compensation Fund cash balance to required level per MDES review)				
Totals	0.00	15,000.00	15,000.00	
			Total Increase	15,000.00

City of Cleveland
FYE 2014 Budget Amendments
for Expenditures
April 1, 2014

	Contractual Services			Consumable Supplies			Appropriation/Transfers Out			Capital Outlay			
Fund/Department/Account	Original or Amended Budget	Increase (Decrease)	Budget As Now Amended	Original or Amended Budget	Increase (Decrease)	Budget As Now Amended	Original or Amended Budget	Increase (Decrease)	Budget As Now Amended	Original or Amended Budget	Increase (Decrease)	Budget As Now Amended	
General													
All Departments													
Transfer Out / Interfund							400,000.00	15,000.00	415,000.00				001-000-850
Fire													
Overhead Siren Maint	3,500.00	5,800.00	9,300.00										001-220-544
(To increase Unemployment Compensation Fund cash balance to required level per MDES review & for storm siren repairs required after new radio implementation)													
Park													
Park													
Umpires/Referees	38,000.00	(10,000.00)	28,000.00										100-510-545
Tournament Expenses				10,000.00	(10,000.00)	0.00							100-510-653
Tournaments													
Umpires/Referees	0.00	10,000.00	10,000.00										100-512-545
Gen Operating Supplies				0.00	5,000.00	5,000.00							100-512-603
Concession Std Supplies				0.00	3,000.00	3,000.00							100-512-617
Concession Stand Labor				0.00	2,000.00	2,000.00							100-512-618
(To re-allocate items for new Tournaments Department)													
Crime Prevention													
Police Department													
Radio Equipment										0.00	100,000.00	100,000.00	103-210-935
(For radio equipment expected to be purchased in 2013, but not paid until 2014)													
Economic Dev & Tourism													
All Departments													
Other Promotions							53,000.00	5,000.00	58,000.00				115-000-762

City of Cleveland
FYE 2014 Budget Amendments
for Expenditures
April 1, 2014

	Contractual Services			Consumable Supplies			Appropriation/Transfers Out			Capital Outlay			
	Original or Amended	Increase	Budget As Now	Original or Amended	Increase	Budget As Now	Original or Amended	Increase	Budget As Now	Original or Amended	Increase	Budget As Now	
Fund/Department/Account	Budget	(Decrease)	Amended	Budget	(Decrease)	Amended	Budget	(Decrease)	Amended	Budget	(Decrease)	Amended	
(For Margaret Wade statue appropriation expected to be paid in 2013, but not requested until 2014)													
Public Improvement Bond													
2013 PIBF													
Equipment & Machinery										66,520.00	233,480.00	300,000.00	305-674-920
(For radio equipment expected to be purchased in 2013, but not paid until 2014)													
Totals	41,500.00	5,800.00	47,300.00	10,000.00	0.00	10,000.00	453,000.00	20,000.00	473,000.00	66,520.00	333,480.00	400,000.00	
												Total Increase	359,280.00

ORDERED this April 1, 2014.

ORDER FOR EMPLOYEE ACTION REQUESTS

After discussion, upon Motion by Alderman Sanders, second by Alderman Campbell and unanimously adopted, it is ordered that the following employee actions be taken:

Employee Action Recommendations
Tuesday, April 01, 2014

Employee Name	Type of Action	Requested Effective Date	Department		Job Title		Pay Rate	
			Currently	Requested	Currently	Requested	Currently	Requested
Damontre Woodard	New Hire	4/2/2014		Public Works		General Laborer		$7.63/hr
Greg Jackson	New Hire	4/2/2014		Fire Department		Fire Inspector		$
Michael Melton	Pay Increase	4/2/2014	Police Department		Investigator		$1648.32/bi-weekly	$1705.13/bi-weekly
Greg Korb (FYI)	Resignation	4/30/2014	Engineering		City Engineer		$2850.79/bi-weekily	
Frank Edwards	Promotion	4/2/2014	Public Works	Public Works	General Laborer		$7.63/hr	$8.66/hr

ORDERED, this April 1, 2014.

ORDER FOR EXECUTIVE SESSION

After discussion, upon motion by Alderman Povall and second by Alderman Abraham, and unanimously adopted, it is ordered that the Board consider going into executive session to discuss a Fire Department personnel matter.

ORDERED this April 1, 2014.

After discussion, upon motion by Alderman Povall and second by Alderman Abraham, and unanimously adopted, it is ordered that the Board enter into executive session to discuss a Fire Department personnel matter.

ORDERED this April 1, 2014.

After discussion, upon Motion by Alderman Gainspoletti and second by Alderman Abraham, and unanimously adopted, it is ordered that as of April 10, 2014 Greg Jackson will be named as the new City Fire Inspector at a yearly salary of $62,500.00.

ORDERED this April 1, 2014.

After discussion, upon Motion by Alderman Povall and second by Alderman Abraham, and unanimously adopted, it is ordered that the Board come out of executive session and re-enter open session.

ORDERED this April 1, 2014.

ORDER TO ADJOURN

There being no business of the Board that still needs attention, upon motion duly made by Alderman Povall, seconded by Alderman Abraham, and unanimously adopted, it is ordered that the regular meeting of April 1, 2014 be adjourned.

ORDERED, this April 1, 2014.

Billy Nowell

BILLY NOWELL, Mayor

Attest:

John K. Lindsey

JOHN LINDSEY, City Clerk

Minutes approved this 6th day of May, 2014.

Billy Nowell

BILLY NOWELL, Mayor

Attest:

John K. Lindsey

JOHN LINDSEY, City Clerk

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION PUBLIC IMPROVEMENT NOTE OF THE CITY OF CLEVELAND, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF EIGHT HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS ($838,653) TO RAISE MONEY FOR THE PURPOSE OF IMPROVING, REPAIRING AND EXTENDING WATERWORKS, WATER SUPPLY, SEWERAGE AND SEWAGE TREATMENT SYSTEMS AND FACILITIES; CONSTRUCTING, IMPROVING AND PAVING STREETS, ROADS AND BRIDGES, AND ACQUIRING AND INSTALLING CULVERTS AND DESIGNING, ESTABLISHING, REPAIRING, IMPROVING AND EXTENDING SANITARY, STORM, DRAINAGE AND SEWERAGE SYSTEMS OF THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF SAID NOTE; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT THEREOF; PROVIDING FOR THE SALE OF SAID NOTE; AND MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE NOTE; AND ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUE COMPLIANCE PROCEDURES.

WHEREAS, the Mayor and Board of Aldermen of the City of Cleveland, Mississippi, acting for and on behalf of the said City of Cleveland, Mississippi, hereby finds, determines, adjudicates and declares as follows:

1. (a) Definitions. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended.

"Authorized Purpose" shall mean improving, repairing and extending waterworks, water supply, sewerage and sewage treatment systems and facilities; constructing, improving and paving streets, roads and bridges, and acquiring and installing culverts and designing, establishing, repairing, improving and extending sanitary, storm, drainage and sewerage systems of the Municipality.

"Bid Proposal and Bid Information Summary" shall mean the bid proposal and bid information summary attached hereto as **Attachment A**.

"Bond Counsel" shall mean Jones Walker LLP, Jackson, Mississippi.

"Business Day" shall mean a day of the year on which banks located in the city in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

"Clerk" shall mean the City Clerk of the Municipality.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

Blumberg No. 5008
EXHIBIT
A

"Event of Default" shall mean an event of default as described in Section 16 of this Issuing Resolution.

"Governing Body" shall mean the Mayor and Board of Aldermen of the Municipality.

"Improvement Fund" shall mean the Improvement Fund of the Municipality provided for in Section 14 hereof.

"Issuing Resolution" shall mean this resolution.

"Mayor" shall mean the Mayor of the Municipality.

"Municipality" shall mean the City of Cleveland, Mississippi.

"Note Fund" shall mean the fund of the Municipality provided for in Section 13 hereof.

"Note" shall mean the Eight Hundred Thirty-eight Thousand Six Hundred Fifty-three Dollars ($838,653) General Obligation Public Improvement Note of the Municipality authorized and directed to be issued in this Issuing Resolution.

"Notice of Sale" shall mean the notice of sale of the Municipality, attached hereto as **Attachment B**.

"Noteholder" or "Holder" shall mean the Registered Owner of the Note issued pursuant to this Issuing Resolution.

"Paying Agent" shall mean any bank, trust company or other institution, or the Clerk, hereafter designated by the Governing Body to make payments of the principal of and interest on the Note, and to serve as registrar and transfer agent for the registration of owners of the Note, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Procedures" shall mean the Post Issuance Compliance Procedures in substantially the form attached hereto as **Attachment A**.

"Purchaser" shall mean the successful bidder for the Note.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Note and, as to payments of principal, the 15th day of the month preceding the date on which such principal shall be due and payable, whether at maturity or upon redemption prior to maturity.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the Municipality maintained by the Paying Agent.

"Responsible Party" shall mean the party specified in each section of the Procedures as being responsible for compliance.

"Subsection 148(f)" shall mean Subsection 148(f) of the Code.

"Subsection 148(f) Regulations" shall mean any regulations promulgated from time to time pursuant to Subsection 148(f).

(b) Number and Gender; Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The assessed value of taxable property within the Municipality, according to the last completed assessment for taxation, is Ninety Seven Million One Hundred Fourteen Thousand Eight-five Dollars ($97,114,085); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972 in the amount of $6,610,000.00 and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972 in the amount of $6,610,000.00; the issuance of the Note, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

3. The Governing Body, acting for and on behalf of the Municipality, is authorized by the Act to borrow money and to issue its Note in evidence thereof without an election or any other notice as to the issuance thereof to accomplish any purpose for which the Governing Body is otherwise authorized by law to issue notes, provided that the total outstanding indebtedness incurred by the Governing Body pursuant to Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, shall not exceed the greater of one percent (1%) of the assessed value of all taxable property located within the Municipality according to the last completed assessment for taxation or $250,000 at any one time. No indebtedness of the Municipality is currently outstanding pursuant to the authority of the Act. One percent (1%) of the assessed value of all taxable property within the Municipality is equal to $971,140.85, an amount greater than $250,000, and greater than the principal amount authorized herein. Taking the outstanding notes issued pursuant to the Act into account, the Municipality is now authorized to issue additional notes pursuant to the Act in the principal amount of Eight Hundred Thirty-eight Thousand Six Hundred Fifty-three Dollars ($838,653). The Governing Body is authorized to issue the Note for

the purpose and in the amount herein set forth, registered as to principal and interest in the form and manner hereinafter provided for by the Act.

4. The Note is not a private activity bond as such term is defined in Section 141 of the Code and the Governing Body does not reasonably anticipate that the Municipality or any other subordinate entities thereof will issue more than Ten Million Dollars ($10,000,000) of qualified tax-exempt obligations (other than private activity bonds) in this calendar year. It is necessary to designate the Note as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

5. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Note is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exemption of the interest on the Note from federal income taxes since such exemption may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

6. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Note will be used to carry out the governmental purposes of the Note within a three-year period beginning on the date of issuance of the Note.

7. The Municipality reasonably expects that it will incur expenditures for the Authorized Purpose prior to the issuance of the Note, and that it should declare its official intent to reimburse such expenditures with the proceeds of the Note upon the issuance thereof.

8. The Municipality desires to go forward with preparation for the issuance of the Note and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Note.

9. The Governing Body desires to approve and adopt the Post Issuance Compliance Procedures, attached hereto as **Attachment A**.

10. It has now become necessary to make provisions for the preparation, execution, issuance and the Note in the stated principal amount of Eight Hundred Thirty-eight Thousand Six Hundred Fifty-three Dollars ($838,653), but in the actual amount of the moneys requisitioned, drawn down and registered as advancements of principal on the Note. The Note, by agreement between the Purchaser and the Municipality will be issued as a single Note to mature in the times and amounts and to be paid in the manner hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

SECTION 1. Issuing Resolution as Contract. In consideration of the purchase and acceptance of the Note by the Registered Owners thereof, this Issuing Resolution shall constitute a contract between the Municipality and the Registered Owners from time to time of the Note. The Purchaser agrees to advance to the Municipality moneys for the Project up to the maximum principal amount of Eight Hundred Thirty-eight Thousand Six Hundred Fifty-three Dollars

($838,653). Said money will be provided by the Purchaser in such increments and at such intervals as may be requested in writing by the City Clerk of the Municipality, such request to be by a certification to the effect that the proceeds requested will be qualified expenditures for the Project.

SECTION 2. Engagement of Professionals. The Municipality desires to go forward with preparation for the issuance of the Note and in connection therewith, hereby confirms and approves the engagement of the law firm of Jones Walker LLP, Jackson, Mississippi, to serve as bond counsel in connection with the issuance of the Note.

SECTION 3. Amount; Purpose. The Note is hereby authorized and ordered to be prepared and issued in the stated principal amount of Eight Hundred Thirty-eight Thousand Six Hundred Fifty-three Dollars ($838,653), but in the actual amount of the moneys requisitioned, drawn down and registered as advancements of principal on the Note to raise money for the Authorized Purpose as authorized by the Act. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose prior to the issuance of the Note with proceeds of the Note to the extent permitted by the Reimbursement Regulations. The Note will be general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Note according to the terms thereof.

SECTION 4. (a) Payments. Payments of interest on the Note shall be made to the Record Date Registered Owners thereof, and payments of principal shall be made, upon presentation and surrender of the Note at the principal office of the Paying Agent, to the Record Date Registered Owners thereof in lawful money of the United States of America.

(b) Note Details. The Note shall be registered as to both principal and interest; shall be dated as of the date of the first advance of the principal amount on the Note; shall be issued as a single Note in the stated principal amount of Eight Hundred Thirty-eight Thousand Six Hundred Fifty-three Dollars ($838,653), but in the actual amount of the moneys requisitioned, drawn down and registered as advancements of principal on the Note. The Note shall bear interest on the principal amounts advanced from the date of each such advance at the rate to be set forth in the resolution awarding the sale of the Note. Principal of and interest on the Note shall be due one (1) year from the dated date thereof.

(c) Prior Redemption. The Note shall be subject to redemption at the option of the Municipality, either in whole or in part on any date.

SECTION 5. (a) Execution. The Note shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Note, other than the signature of an authorized signatory of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a

facsimile of whose signature shall appear on the Note shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(b) Delivery; Note Transcript; Legal Opinion. The Note shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance and sale of the Note, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be imprinted on the Note, or accompany same.

(c) Items Filed With Paying Agent. Prior to or simultaneously with the delivery by the Paying Agent of the Note, the Municipality shall file with the Paying Agent (if other than the Clerk):

(1) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance and sale of the Note; and

(2) an authorization to the Paying Agent, signed by the Mayor, to authenticate and deliver the Note to the Purchaser.

(d) Authentication. The Paying Agent shall authenticate the Note and deliver the to the Purchaser thereof upon payment of the purchase price of the Note to the Municipality.

SECTION 6. (a) Designation of Paying Agent. The City Clerk is designated as the Paying Agent. The Paying Agent shall serve as paying agent, registrar and transfer agent for the Note.

(b) Paying Agent as Transfer Agent. So long as the Note shall remain outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Note.

(c) Fees and Expenses of Paying Agent. If the Paying Agent is other than the Clerk, the Municipality may pay or reimburse the Paying Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the Municipality and the Paying Agent.

(d) Change of Paying Agent. A new Paying Agent may be subsequently be designated by resolution of the Governing Body.

SECTION 7. Note Form. The Note shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Issuing Resolution:

[NOTE FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

BOLIVAR COUNTY

CITY OF CLEVELAND

GENERAL OBLIGATION PUBLIC IMPROVEMENT NOTE

NO. _____ $_____

Rate of Interest	Maturity	Date
_____%	_____, 20__	_____, 20___

Registered Owner:

Principal Amount: DOLLARS

The City of Cleveland in Bolivar County, State of Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Note to the City Clerk of the Municipality on the maturity date identified above, the principal amount of the advances made on this Note; provided however, that the Note may be paid in full at any time prior to the maturity thereof at par and accrued interest thereof.

Capitalized terms used herein shall have the meanings provided for in the resolution authorized by the resolution authorizing and directing the execution of the Note of the Municipality, adopted _____, 20___ (the "Issuing Resolution"), unless the meaning is otherwise defined herein or a different meaning is clear from the context.

The Municipality further promises to pay interest on such principal amount from the date of this Note at the rate of interest per annum set forth above on the maturity date identified above, or until principal sum is paid.

The principal amount of this Note shall be supplied by multiple advances, as needed by the Municipality. Interest shall begin to accrue on the principal amount of each advance only from the date of such advance at the rate of interest per annum set forth above. The amount of each advance will be recorded by the Clerk of the Municipality in the place provided therefor on or attached to the Note, along with the date of such advance, and the signature of the Clerk of the Municipality shall be affixed in witness of each such advance in the place provided therefor.

The Note shall be subject to redemption prior to maturity thereof at the option of the Municipality, either in whole or in part on any date.

The Note is issued in the stated principal amount of Eight Hundred Thirty-eight Thousand Six Hundred Fifty-three Dollars ($838,653), but in the actual amount of the moneys requisitioned, drawn down and registered as advancements of principal on the Not (out of an authorized amount of $838,653) to raise money for the purpose of improving, repairing and extending waterworks, water supply, sewerage and sewage treatment systems and facilities; constructing, improving and paving streets, roads and bridges, and acquiring and installing culverts and designing, establishing, repairing, improving and extending sanitary, storm, drainage and sewerage systems of the Municipality.

The Note is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including the Issuing Resolution.

The Note is registered as to both principal and interest.

This Note may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner provided by and subject to the limitations in the Issuing Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new Note of like aggregate principal amount will be issued.

The Municipality and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

The Note shall be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. The Municipality will levy a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Note as the same matures and falls due.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Issuing Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent, acting through its officers, employees or agents.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Note, in order to make the same legal and binding general obligations of the Municipality, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in

apt time and manner of every official act herein required, and for the prompt payment of this Note, both principal and interest, the full faith and credit of the Municipality are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Municipality has caused this Note to be executed in its name by the manual or facsimile signature of the Mayor of the Municipality, countersigned by the manual or facsimile signature of the City Clerk of the Municipality, under the manual or facsimile seal of the Municipality, which said facsimile signatures said officials adopt as and for their own proper signatures, all as of the ____ day of _____, 2014.

CITY OF CLEVELAND, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

_____
City Clerk (SEAL)

There shall be printed on or accompany the Note a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Note is described in the within mentioned Issuing Resolution and is the General Obligation Public Improvement Note of the City of Cleveland, Mississippi.

_____
as Paying Agent

_____
Authorized Signatory

Date of Registration and Authentication: _____

There shall be printed on or accompany the Note a registration certificate and an assignment form in substantially the following form:

REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF BOLIVAR

I, the undersigned City Clerk of the City of Cleveland, Mississippi, do hereby certify that the within Note has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose.

_____
City Clerk

(SEAL)

There shall be printed on or accompany the Note a record of multiple advances by the original purchaser in substantially the following form:

RECORD OF MULTIPLE ADVANCES BY PURCHASER

AMOUNT	DATE	SIGNATURE OF CLERK
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____
(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as registrar and transfer agent to transfer the said Note on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

_____
(Bank, Trust Company or Paying Agent)

NOTICE: The signature to this Assignment must correspond with

_____
(Authorized Officer)

the name of the registered owner as it appears upon the face of the within Note in every particular, without any alteration whatever.

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

SECTION 8. Replacement of Note Certificates. In case the Note shall become mutilated or be stolen, destroyed or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Note of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Note stolen, destroyed or lost, his filing with the Municipality or Paying Agent evidence satisfactory to them that such Note was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 9. Security for Payment. For the purpose of effectuating and providing for the payment of the principal of and interest on the Note as the same shall mature and accrue, there shall be and is hereby levied a direct, continuing tax upon all of the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note, and taking into account any moneys on hand for such purpose. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Note. To the extent of available moneys sufficient for the payment of principal of and interest on the Note, no tax need be levied.

SECTION 10. Certificate of Registration and Authentication. Only when a Note shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall it be entitled to the rights, benefits and security of this Issuing Resolution. No Note shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Issuing Resolution. The Paying Agent's certificate of registration and authentication on any Note shall be deemed to have been duly executed if signed by an authorized signatory of the Paying Agent.

SECTION 11. Registered Owner as Owner. Except as hereinabove provided, the Person in whose name any Note shall be registered in the records of the Municipality maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Note shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

SECTION 12. (a) Transfers. The Note shall be transferable only in the records of the Municipality, upon surrender thereof at the office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Note, the Municipality, acting through its Paying Agent, shall issue in the name of the transferee a new Note of the same aggregate principal amount and maturity and rate of interest as the surrendered Note.

(b) Paying Agent to Transfer in Accordance with Issuing Resolution. In all cases in which the privilege of transferring Note is exercised, the Paying Agent, acting through its officers, employees or agents, shall authenticate and deliver the Note in accordance with the provisions of this Issuing Resolution.

(c) Expenses of Transfer. The Municipality or the Paying Agent may require payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Note. All other expenses incurred by the Municipality or the Paying Agent in connection with any transfer of the Note shall be paid by the Municipality.

SECTION 13. (a) Note Fund. The Municipality shall maintain with a qualified depository thereof a Note Fund in its name for the payment of the principal of and interest on the Note, and the payment of Paying Agents' fees in connection therewith. There shall be deposited into the Note Fund as and when received:

(1) The accrued interest and premium, if any, received upon delivery of the Note;

(2) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;

(3) Any income received from investment of moneys in the Note Fund; and

(4) Any other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Note, and which the Governing Body, in its discretion, may direct to be deposited into the Note Fund.

(b) Payments by Clerk. As long as any principal of and interest on the Note remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Note Fund sufficient moneys to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent prior to the date on which

said interest or principal and interest shall become due, and in accordance with any statutory requirements.

SECTION 14. Improvement Fund. The principal proceeds received upon the sale of the Note shall be held in a dedicated fund and disbursed for the Authorized Purpose, as authorized by the Act.

SECTION 15. (a) Payments of Principal. Payment of principal on the Note shall be made, upon presentation and surrender of the Note at the principal office of the Paying Agent, to the Record Date Registered Owner thereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

(b) Payments of Interest. Payment of each installment of interest on the Note shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Note subsequent to the Record Date and prior to the due date of the interest.

(c) Method of Payment; Change of Address. Principal of and interest on the Note shall be paid by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Note shall be presented and surrendered for payment as provided herein) to Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth (15th) day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date.

SECTION 16. Events of Default; Remedies. An "Event of Default" as used in this Resolution shall mean any of the following: (a) failure to pay the principal of, premium, if any, or interest on any of the Note when such payments shall become due, (b) failure to comply with any other of the covenants of the Municipality set out in this Issuing Resolution and the continuation thereof for thirty (30) days after written notice specifying such failure shall have been given to the Municipality by any Noteholder or (c) filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws.

The Holder of the Note may, upon an Event of Default, by suit, action, mandamus or other proceedings at law or in equity take action to enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality under the provisions of the Act and this Issuing Resolution.

SECTION 17. (a) Offer for Sale as Provided in Notice. The Note shall be offered for sale on sealed bids at a meeting of the Governing Body to be held at the place, and on the date and at the hour specified in the Notice of Sale, and upon the terms and conditions set out in the Bid Proposal and Bid Information Summary. On or before said date and hour, such sealed bids must be filed with the Clerk at his office in the City Hall.

(b) Interest Rate Limit; Requirements of Act. In no event shall the Note be issued at a rate of interest in excess of that allowed in the Bid Proposal and Bid Information Summary, and the Note shall in all other respects comply with the requirements of the Act.

SECTION 18. Notice: Publication and Form. As required by the Act, the Clerk is hereby authorized and directed to give not less than ten (10) days' notice of the sale of the Note by publishing an advertisement at least two (2) times in the *Cleveland Current*, a newspaper published in and of general circulation in Bolivar County, Mississippi, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids.

SECTION 19. Proof of Publication. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date aforesaid.

SECTION 20. Non-Arbitrage Bond Covenants; Non-Arbitrage and Federal Tax Certificate. (a) The Governing Body covenants and certifies to and for the benefit of the owners of the Note that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Note, including amounts treated as proceeds, if any, which will cause the Note to be classified as arbitrage bonds within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Note, at the time of such action, investment or use.

(b) (1) In the event it is subsequently determined for any reason that rebates should be made on the Note, then the Municipality shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that the Note shall not be treated as arbitrage bonds pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Note, it shall have received written instructions from nationally recognized bond counsel with respect to specific actions which will, under Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Note, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from nationally recognized bond counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Note or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Note to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Note in a manner or for a price which would cause the Note to be or become arbitrage bonds, within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price" or "fair market value."

(e) The Mayor and/or Clerk are hereby authorized to execute a "nonarbitrage and federal tax certificate" in connection with the sale and delivery of the Note, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Note and also setting forth certain covenants, stipulations and certifications with respect to the investment and expenditures of the proceeds of the Note, and the Municipality shall comply with all certifications, stipulations and covenants set forth in such certificate. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate under the Code or the Subsection 148(f) Regulations.

SECTION 21. Private Activity Bond Covenants; Tax Covenants. (a) The Municipality shall take such actions as may be necessary in order to assure that the Note is not private activity bonds within the meaning of Section 141 of the Code.

(b) No more than 10% of the Note proceeds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

(c) No more than 10% of any property with respect to which all or any part of the Note proceeds will be used, directly or indirectly, will be used in a trade or business carried on by any person other than a governmental unit.

(d) None of the Note proceeds will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such Note proceeds.

(e) The amount of Note proceeds used with respect to any private business use which is related to a governmental use of such Note proceeds will not exceed the amount of Note proceeds which are used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Note will be used to make or finance loans for persons other than governmental units.

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Note be (under the terms of the Note or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the County) in respect of property or borrowed money used or to be used for a private business use.

(h) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (1) were or are to be sold at substantially the same time as the Note, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Note, and (3) are payable directly or indirectly by the Municipality or from the source from which the Note is payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Note is part of any other issue of obligations.

(i) The Municipality covenants and certifies that no payment of principal of or interest on the Note is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Municipality represents, warrants and covenants that none of the Note proceeds will be: (a) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (i) the investment of the Note proceeds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Note is being issued; (ii) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in Note issued by the United States Treasury; or (v) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(j) The Municipality covenants and certifies that, notwithstanding any provision of this Issuing Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Note from gross income for purposes of federal income taxation, and it will take such reasonable action as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

SECTION 22. Note as Qualified Tax-Exempt Obligations. The Note is hereby designated as a portion of the Ten Million Dollars ($10,000,000) of qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

SECTION 23. Post Issuance Compliance Procedures. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures and are hereby authorized in substantially the form attached hereto, as **Attachment C.**

SECTION 24. When Computations, Deposits or Rebate Payments Are Not Required. In the event it is determined the Note do not meet the requirements of paragraph (4) of Subsection 148(f), but in the event the Municipality receives an opinion of nationally recognized bond counsel to the effect that any of the computations, deposits or payments referenced in Sections 21 and 22 herein are not required to be made in order to maintain the tax-exempt status of interest on the Note, the Municipality need not make such computations, deposits or payments.

SECTION 25. Covenant Regarding Hedge Note. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Note will be used to carry out the governmental purposes of the Note within a three-year period beginning on the date of issuance of the Note. No more than 50% of the proceeds of the Note will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

SECTION 26. Modification or Amendment. (a) No material modification or amendment of this Issuing Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds (2/3) or more in principal amount of the Note then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Note or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to levy taxes in an amount sufficient to pay the interest and principal on the Note, as the same mature and become due, or reduce such percentage of Holders of the Note required above for such modification or amendment without the consent of the Holders of all of the Note.

(b) The foregoing shall not be construed to prohibit supplemental amendments of this Issuing Resolution without the consent of Noteholders for the following purposes:

(1) to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or

implicitly limit or restrict any of the obligations of the Municipality contained in this Issuing Resolution;

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in this Issuing Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under this Issuing Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of this Issuing Resolution or any supplemental resolution and do not adversely affect the interests of the Holders of the Note; or

(3) to subject to the pledge herein contained additional revenues or receipts.

(c) Notwithstanding any provision herein to the contrary, this Issuing Resolution may be amended by resolution of the Municipality prior to the delivery of the Note with the consent of the Purchaser.

SECTION 27. Repealer; Effective Date. All orders, resolutions or proceedings of this Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Issuing Resolution shall become effective upon the adoption hereof.

Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Danny Abraham	voted: _____
Alderman Theodore R. "Ted" Campbell	voted: _____
Alderman Gary Gainspolettii	voted: _____
Alderman Paul Janoush	voted: _____
Alderman J. Kirkham Povall	voted: _____
Alderman Robert Sanders, Jr.	voted: _____
Alderman Maurice Smith	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 1st day of April, 2014.

_____
Billy Nowell, Mayor

ATTEST:

_____
John Lindsey, City Clerk

ATTACHMENT A
BID PROPOSAL AND BID INFORMATION SUMMARY

BID PROPOSAL AND BID INFORMATION SUMMARY

June 3, 2014

Mayor and Board of Aldermen
City of Cleveland, Mississippi
Attention: City Clerk/John Lindsey
PO Box 1439
Cleveland MS 38732
Ladies and Gentlemen:

BID PROPOSAL

We hereby offer the interest rate of _____ % for the Eight Hundred Thirty-eight Thousand Six Hundred Fifty-three Dollars ($838,653) General Obligation Public Improvement Note (the "Note") of the City of Cleveland, Mississippi (the "Municipality") to be dated and bearing interest from the date of delivery thereof and issued for improving, repairing and extending waterworks, water supply, sewerage and sewage treatment systems and facilities; constructing, improving and paving streets, roads and bridges, and acquiring and installing culverts and designing, establishing, repairing, improving and extending sanitary, storm, drainage and sewerage systems of the Municipality (the "Project").

BID PROPOSAL SUMMARY

This bid is based upon the following bid information and requirements:

The Note will be issued pursuant to the provisions of Sections 17-21-51 through 17-21-55, Mississippi Code of 1972 (the "Act"), and will be a general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Note as the same falls due.

The Note shall be registered as to both principal and interest; shall be dated as of the date of the first advance of the principal amount on the Note; shall be issued as a single Note in the stated principal amount of Eight Hundred Thirty-eight Thousand Six Hundred Fifty-three Dollars ($838,653), but in the actual amount of the moneys requisitioned, drawn down and registered as advancements of principal on the Note. The Note shall bear interest on the principal amounts advanced from the date of each such advance at the rate to be set forth in the resolution awarding the sale of the Note. Principal of and interest on the Note shall be due one (1) year from the dated date thereof.

The Note shall be subject to redemption at the option of the Municipality, either in whole or in part on any date.

Bids should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Bid for General Obligation Public Improvement Note of the City of Cleveland, Mississippi," and should be filed with the City Clerk of the Municipality on or prior to the date and hour specified in the Notice of

Sale. All bids should be submitted substantially in the form of this Bid Proposal and Bid Information Summary prepared by the Municipality.

The Note will not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum. The Note will bear interest from its date to its stated maturity date at the interest rate specified in this bid. Each interest rate specified in any bid must be a multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%) and a zero rate of interest cannot be named. No discount or premium will be allowed.

The Note will be issued as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Code.

The purchase price for the Note will be made in multiple advances on the Note during the term of the Note up to the maximum principal amount authorized.

The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Note at the lowest net interest cost to the Municipality.

The Note is offered subject to the unqualified approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel. In the opinion of Jones Walker LLP, Jackson, Mississippi, interest on the Note is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a non-litigation certificate dated the date of delivery of the Note, evidencing that no litigation is pending in any way affecting the legality of the Note or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Note will be delivered to the successful bidder without charge.

Moneys provided by the bank for draws on the Note must be made or allowed to be made by wire to an account of the Municipality without additional charge.

By order of the Mayor and Board of Aldermen of the City of Cleveland, Mississippi, on April 1, 2014.

/s/ John Lindsey
City Clerk

BIDDER:_____

LOCATION:_____

BY:_____

TITLE:_____

ASSOCIATES (if any):

_____

_____

ACCEPTANCE

The above proposal is hereby accepted by the Mayor and Board of Aldermen of the City of Cleveland, Mississippi.

CITY OF CLEVELAND, MISSISSIPPI

(SEAL)

_____

John Lindsey, City Clerk

ATTACHMENT B
NOTICE OF SALE

NOTICE OF SALE BY THE CITY OF CLEVELAND OF ONE YEAR GENERAL OBLIGATION NOTE IN THE MAXIMUM PRINCIPAL AMOUNT OF $838,653.00

Under the authority of Mississippi Code Annotated 17-21-51, the City of Cleveland offers for sale a one year note with interest to be paid once annually (one year from the date of the first draw) and only on the amount drawn during the one year period. The note will be a general obligation of the City due in one year with amounts to be drawn down as needed by the City.

Details of the specifics of the City's requirements for the note and the presentation of any bid for the note are available at the City Clerk's Office in City Hall. Bids on the note can be received through 4:00 p.m. on Tuesday June 3, 2014.

/s John Lindsey
City Clerk
City of Cleveland

ATTACHMENT C

POST ISSUANCE COMPLIANCE PROCEDURES

POST ISSUANCE COMPLIANCE PROCEDURES

CITY OF CLEVELAND, MISSISSIPPI
$_____ GENERAL OBLIGATION PUBLIC IMPROVEMENT NOTE

DATED DATE _____
CLOSING DATE _____

All words and phrases defined in the Issuing Resolution shall have the same meanings herein. In addition, as used herein, the following words and phrases shall have the following meanings:

"Act" shall mean Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended.

"Authorized Purpose" shall mean improving, repairing and extending waterworks, water supply, sewerage and sewage treatment systems and facilities; constructing, improving and paving streets, roads and bridges, and acquiring and installing culverts and designing, establishing, repairing, improving and extending sanitary, storm, drainage and sewerage systems of the Municipality.

"Bond Counsel" shall mean the law firm of Jones Walker LLP, Jackson, Mississippi.

"Clerk" shall mean the City Clerk of the Municipality.

"Code" will mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"County" shall mean the Bolivar County, Mississippi.

"Federal Tax Certificate" shall mean that certain Federal Tax Certificate, dated as of _____ _____, executed by the Municipality in connection with the issuance of the Note.

"Governing Body" shall mean the Mayor and Board of Aldermen of the Municipality.

"Mayor" shall mean the Mayor of the Municipality.

"Municipality" shall mean the City of Cleveland, Mississippi.

"Note Documents" shall mean the Issuing Resolution, the Federal Tax Certificate and all other documents, certificates, writings and representations delivered or approved in connection with the issuance of the Note.

"Note" shall mean the General Obligation Public Improvement Note of the Municipality in the principal amount of _____ Dollars ($_____) authorized and directed to be issued in the Issuing Resolution.

"Issuing Resolution shall mean the resolution adopted on _____ authorizing and directing issuance of the Note.

"Procedures" shall mean these Post Issuance Compliance Procedures.

"Project" shall mean the acquisitions and improvements, done in whole or in part with proceeds of the Note.

"Purchaser" shall mean the _____, Mississippi.

"Regulations" shall mean the regulations issued pursuant to the Code.

"Responsible Party" shall mean the party specified in each section of these Procedures as being responsible for compliance with these procedures.

General

These Procedures are intended to complement, but not to be a substitute for, the requirements set forth in the Federal Tax Certificate and the Note Documents.

Use of Proceeds

Requirements:

All of the proceeds of the Note must be spent for the Authorized Purpose. The Bond Documents require that proceeds of the Note be applied first for the purpose of repaying any Interim Financing and of the Note and the balance deposited in the Construction Fund. Proceeds may only be disbursed from the Construction Fund if certain certifications have been made by the Consulting Engineer as set forth in the Note Resolution. The Bond Documents provide that any proceeds of the Note remaining after completion of the Project shall be transferred to the Bond and Interest Fund.

Timing:

Each proposed expenditure shall be reviewed by the Responsible Party prior to the payment of an invoice from the Note proceeds.

Responsible Party: _____
Initials of City Clerk

Temporary Periods

Requirements:

Generally, sale and investment proceeds of this issue has a 3-year temporary period wherein the Municipality may invest at unrestricted yields. In order to qualify for the temporary period, the Municipality has certified that it expects to satisfy the following requirements:

Time Test:

Option 1 The Municipality has entered into substantial binding commitments to expend at least 5% of the net sale proceeds on capital projects.

Option 2 The Municipality has certified that it reasonably expects to incur, [within 6 months] from the date of issuance (_____), a substantial binding commitment to expend at least 5% of the net sale proceeds on capital projects.

Temporary Period:

At least 85% of the net sales proceeds should be expended by the maturity date of the Note, or _____.

Timing:

If the Municipality is not on schedule to comply by the stated deadlines, the Responsible Party should contact Bond Counsel.

Responsible Party: _____
Initials of City Clerk

Amount of all Tax-Exempt Bonds Issued in 2014

Requirements:

The Federal Tax Certificate sets forth the Municipality's expectation that the face amount of all tax-exempt bonds issued by the Municipality and all other subordinate entities during calendar year 2014 will not exceed $5,000,000.

Timing:

During calendar year 2014, the Responsible Party shall monitor the issuance of all tax-exempt bonds issued by the Municipality and all other subordinate entities to determine whether this expectation has been met. In the event that this expectation has not been met at any time during calendar year 2014, the Responsible Party should immediately contact Bond Counsel.

Responsible Party: _____
Initials of City Clerk

Pace of Spending of Proceeds

Requirements:

The Federal Tax Certificate states the Municipality's expectation that it will expend 100% of the proceeds of the Note [within _____ (____) months] of the date of issuance of the Note (i.e. on or before _____).

Timing:

Prior to _____, the Responsible Party shall review all expenditures to determine whether 100% of the proceeds of the Note have been spent. If this expectation has not been met, the Responsible Party should immediately contact Bond Counsel.

Responsible Party: _____
Initials of City Clerk

Note as "Bank Qualified" Obligation with Favorable Tax Treatment

Requirements:

In order for the Note to be "bank qualified" the Municipality determined that it reasonably expected to issue no more than Ten Million Dollars ($10,000,000) in calendar year 2014.

Prior to the issuance of any other debt in calendar year 2014, including bonds, loans, certificates or lease purchase obligations, Bond Counsel should be contacted to insure compliance with this requirement.

Timing: Calendar year 2014.

Responsible Party: _____
Initials of City Clerk

Private Use of Bond Financed Facilities

Requirements:

The restrictions on private use of property are set forth in the Federal Tax Certificate. Generally, private use results from the sale or lease of bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a bond financed facility for private parties or the Federal government.

Timing:

Any material agreement that permits a private business or the federal government to use bond-financed property should be reviewed prior to execution. Annually, a general review of the use of bond financed facilities should be conducted. Bond-financed property should not be sold or leased without first consulting with Bond Counsel.

Responsible Party: _____
Initials of City Clerk

Remedial Action Upon Change in Use

Requirements:

A deliberate action that changes the use of the bond financed property and results in private business use in excess of permitted amounts can be remedied if remedial action is taken under Treasury Regulation §1.141-12. Remedial action generally consists of redemption or defeasance of a portion of the outstanding Note.

Timing:

The remedial action generally must be implemented within 90 days of the deliberate action.

Responsible Party: _____
Initials of City Clerk

Record Retention

Requirements:

Allocations of Note proceeds to expenditures need to made in the accounting records within 18 months after the later of the date the expenditure is made or the Project is placed in service. Records relating to the Note issue should be maintained until three years after the Note has been retired. Records include the bond transcript, documentation of expenditures, and documentation of the government and private use of the Note financed property.

Timing: Ongoing.

Responsible Party: _____
Initials of City Clerk

Reporting to the Internal Revenue Service

Requirements:

IRS Form 8038-G for the Note will be filed promptly after the Closing but in any event on or before the 15th day of the second (2nd) calendar month after the close of the calendar quarter in which the Note were issued.

Timing: IRS Form 8038-G should be filed promptly after closing and no more than the date described above (_____).

Responsible Party: Bond Counsel

Dated: _____

CITY OF CLEVELAND, MISSISSIPPI

_____

John Lindsey, City Clerk

(SEAL)

SUBMITTED TO AND APPROVED BY:

_____

Billy Nowell, Mayor

NOTE TRANSCRIPT CERTIFICATE

STATE OF MISSISSIPPI

BOLIVAR COUNTY

I, John Lindsey, the duly qualified and acting City Clerk of the City of Cleveland, Mississippi (the "Municipality"), hereby certify that the following persons have constituted the duly qualified and acting members of the Mayor and Board of Aldermen of the Municipality (the "Governing Body") at all times relative to the proceedings pertaining to the issuance of the General Obligation Public Improvement Note (the "Note"), of the Municipality in the stated principal amount of Eight Hundred Thirty-eight Thousand Six Hundred Fifty-three Dollars ($838,653), dated as of the date of delivery thereof (the "Note"), to wit: Danny Abraham, Theodore R. "Ted" Campbell, Gary Gainspolettii, Paul Janoush, J. Kirkham Povall, Robert Sanders, Jr. and Maurice Smith.

I further certify that Billy Nowell was the duly qualified and acting Mayor of the Municipality at all times relative to the proceedings pertaining to the issuance of the Note.

I further certify that the time set for holding regular meetings of the Governing Body as set by its order is on the 1st Tuesday of each month at 6:30 p.m., unless otherwise specified by the Governing Body.

I hereby certify that the attached and foregoing pages included in this Note transcript constitute a full, true and complete transcript of all of the proceedings of the Governing Body which relate to and/or affect the issuance of negotiable interest-bearing Note.

I further certify that this transcript includes all legal papers pertaining to the issuance of the Note, including excerpts of minutes of meetings of the Governing Body, resolutions and proofs of publication, all of which are on file in my office in the City Hall, and that all of the minutes for the meetings presented in this transcript have been properly signed as required by law.

I further certify that none of these proceedings or resolutions of the Governing Body in the matter of the issuance and sale of the Note have been amended, modified, vacated or rescinded in any manner, except as may be indicated; that all resolutions contained herein have been submitted to and approved by the Mayor of the Municipality; and that no appeal has been taken from any of the actions of the Governing Body in connection with said matter.

I further certify that there is no litigation now pending or threatened in any way involving the issuance and sale of the Note.

WITNESS MY SIGNATURE AND THE OFFICIAL SEAL OF THE CITY OF CLEVELAND, MISSISSIPPI, this the _____ day of _____, 2014.

CITY OF CLEVELAND, MISSISSIPPI

_____
JOHN LINDSEY, CITY CLERK

(SEAL)

SUBMITTED TO AND APPROVED BY:

_____
BILLY NOWELL, MAYOR