

**THE CITY OF
CLEVELAND
BOLIVAR COUNTY
STATE OF MISSISSIPPI**

**MINUTES OF REGULAR MEETING HELD ON
MONDAY, FEBRUARY 2, 2026.**

This regular meeting of the Mayor and Board of Aldermen of The City of Cleveland, Mississippi, was duly and legally begun and held in person and remotely via Zoom at 5:30 o'clock p.m. on Monday, February 2nd, 2026.

Present were: J. Paul Janoush, Mayor; Gary Gainspoletti, Theodore "Ted" Campbell, Danny Abraham, Robert Sanders, Brian Bishop, Zinnia Howze-Wince, and Marcia W. Houser, Aldermen; Danny Griffith, City Attorney; Michelle Arbuckle, City Clerk; Ashley Vickers, Deputy City Clerk; Heather Kimbell, Human Resources Coordinator; Travis "Dudley" Tribble, Chief of Police; Greg Jackson, Fire Inspector; Billy Trotter, Community Development Director; Stephen Ferri, Public Works Director; Christian Johnston, Parks and Recreation Director; Clint Johnson, Airport Director; Rajheem Jamison, Waste Water Assistant Director; Anna Sledge, Railroad Museum; Jamie Gregory-Grant, Animal Shelter Director; and Josh McPherson, Eley-McPherson Engineering. The meeting was duly opened, and, upon due proclamation first made, the following proceedings were held, to-wit:

ORDERED this February 2, 2026.

PUBLIC HEARINGS

**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 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 5:30 o'clock p.m. on February 2, 2026, 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 Gainspoletti, second 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, 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 with the exception of 412 East End Street, 211 North First Avenue, 923 Taylor Cove, 902 Church Avenue, 310 Glassco Street, and 308 Glassco Street. Notices for such public hearing were sent on January 6, 2026 as detailed per EXHIBIT B.

Public Hearing for Properties Under MCA 21-19-11
February 2, 2026

Site Address	Parcel #	Legal	Owner Name	Owner Address	Owner City	Complaint	Status
1825 S. Chrisman Avenue	33-28-900-00-10600	Part of SW 1/4 of SE 1/4 184.7 x	Percy & Deborah Gibbs	1806 S. Chrisman Avenue	Cleveland, MS 38732	Burned structure	No Progress
607 G. I. Court	33-21-770-02-01000	Lot 10 & 12 Ward's Subdivision of Lots 6 7	J & O Real Estate Investors, LLC	334 Highway 8	Cleveland, MS 38732	Junk in yard	No Progress
412 East End Street	33-21-230-04-00200	Lot 2 Blk 4 East Side Addition	New Life Church of Cleveland	414 East End Street	Cleveland, MS 38732	Dilapidated structure	No Progress
212 N. Fourth Avenue	33-20-140-03-01701	West 1/2 of Lot 17 Subdivision of Blk 3 of	Bailey Investments, LLC	P. O. Box 624	Cleveland, MS 38732	Overgrown grass (rear yard)	No Progress
701 Farmer Street	33-20-680-05-00100	Lot 1 Blk 5 South Park Addition Revised	Cox and Ward Properties, LLC	24 Harden Drive	Merigold, MS 38759	Overgrown grass	Progress
211 N. First Avenue	33-20-450-00-01200	Lots 12 & 13 Nowell's Subdivision of Part of	Anna G. Williams	211 N. First Avenue	Cleveland, MS 38732	Overgrown grass	Owner cut grass- Remove from P.N.
923 Taylor Cove	33-22-790-00-01800	Lot 18 Washington Heights Addition S22	Sallie Betrice Williams	923 Taylor Cove	Cleveland, MS 38732	Dilapidated structure	Owner is requesting a 30 day extension
601 Clark Street	33-21-900-00-25700	Lot 50 x 37.5 in SW	Tyrone Lewis	602 Douglas Avenue	Cleveland, MS 38732	Overgrown grass	No Progress
1022 Wade Grove	33-21-490-00-01800	E 1/2 of Lot 18 Less Store Lot Nowell & Ross 1st	Carlin Latham	P.O. Box 841; 923 Martin Luther King Drive	Cleveland, MS 38732	Dilapidated structure & overgrown grass	No Progress
813 Church Avenue	33-21-485-00-01501	W 1/2 of Lot 15 Jack Nowell's Addition Cleveland	Leo Foster et al.	P. O. Box 744	Cleveland, MS 38732	Dilapidated structure and overgrown grass	No Progress
902 Church Avenue	33-21-495-00-02300	E 1/2 of Lot 23 Nowell &	W B & Ella Jones	1117 Dudley	Pontiac, MI 48057	Overgrown grass	No Progress

905 Church Avenue	33-21-490-00-01602	W 1/2 of Lot 16 Nowell & Ross 1st Addition	Katherine Griffin	905 Church Avenue	Cleveland, MS 38732	Dilapidated structure & junk in rear yard	No Progress
1310 Aloe Avenue	33-28-260-04-01200	Lots 12 13 Blk 4 Fairlawn	J C Tanner	1310 Aloe Avenue	Cleveland, MS 38732	Junk in rear yard	No Progress
1305 Church Avenue	33-28-260-06-01000	Lots 10 & 11 Blk 6 Fairlawn Subdivision	Marcus T. Hope	1305 Church Avenue	Cleveland, MS 38732	Dilapidated structure	Some Progress
404 Glassco Street	33-28-265-00-05300	Lot 53 Fairlawn	Lonnie Miller	908 Cross Street	Cleveland, MS 38732	Dilapidated structure	No Progress
310 Glassco Street	33-28-270-00-00100	Lot 1 Subdivision of Lot 97 Fairlawn 2nd	Mount Calvary Missionary Baptist Church	310 Glassco Street	Cleveland, MS 38732	Dilapidated structure	No Progress
308 Glassco Street	33-28-270-00-00200	Lot 2 of Subdivision of Lot 97 Fairlawn 2nd Addition	Frederick Gregory Belford	306 Carver Street	Cleveland, MS 38732	Dilapidated structure	Owner is requesting a 30 day extension

ORDERED this February 2, 2026.

ORDER TO APPROVE CONSENT AGENDA ITEMS

After discussion, upon Motion by Alderman Bishop, second by Alderwoman Wince, and unanimously adopted, it is ordered that the consent agenda with supporting documentation attached hereto as “Exhibit A” be approved as follows.

1. Approval of Consent Agenda
 - a. Approval of Minutes (January 5th and January 20th)
 - b. Approval of January Claims Docket #2
 - c. Request to send notices for properties in violation of MCA 21-19-11
 - d. Approval of tow nuisance vehicles
 - e. Request to continue State of Emergency
 - f. Approval of Shelby Sewer Basin Rehab Project – Suncoast Infrastructure – Pay Request #11
 - g. Approval of Bear Pen Boys Complex Parking Lot Project – Joe Reed & Co – Pay Request #5
 - h. Approval of Airport Apron Expansion and Taxiway Connector Project – Barge Design – Invoice #239369
 - i. Approval of Airport Apron Expansion and Taxiway Connector Project – Roy Collins Construction – Pay Requests #4 & #5
 - j. Ratification of Mayoral declaration of emergency on January 23, 2026 due to ice storm
 - k. Approval of Governor’s Proclamation to extend deadline for ad valorem taxes due to ice storm

ORDERED this February 2, 2026.

ORDER TO APPROVE 2026 PUBLIC IMPROVEMENT BOND AWARD RESOLUTION

After discussion, Alderman Campbell offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLEVELAND, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$2,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026, OF THE CITY OF CLEVELAND, MISSISSIPPI; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Cleveland, Mississippi (the “Governing Body” of the “Municipality”), acting for and on behalf of the Municipality 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 will have the following meanings, unless some other meaning is plainly intended:

“Act” shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended.

“Bond” or “Bonds” shall mean the \$2,000,000 General Obligation Public Improvement Bonds, Series 2026, of the Municipality, authorized and directed to be issued in the Bond Resolution.

“Bond Resolution” shall mean the resolution authorizing and directing the issuance of the Bonds, adopted November 18, 2025.

“City Clerk” shall mean the City Clerk of the Municipality.

“Mayor” shall mean the Mayor of the Municipality.

“Purchaser” shall mean Carty, Harding & Hearn, Inc., Little Rock, Arkansas, the successful bidder for the Bonds.

All capitalized terms not otherwise defined herein will have the meaning set forth in the Bond Resolution.

2. The Governing Body adopted the Bond Resolution directing that the Bonds be offered for sale on sealed bids to be received until the hour of 3:00 p.m. on Monday, February 2, 2026.

3. As directed by the aforesaid resolution and as required by Section 31-19-25, Mississippi Code of 1972, as amended, the Notice of Bond Sale was duly published in *The Bolivar Bullet*, a newspaper published in and of general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the notice having been published in the newspaper at least 2 times, the publication having been made in the newspaper on January 14, 2026, and January 21, 2026, and the first publication having been made at least 10 days preceding Monday, February 2, 2026, all as shown by the proof of publication of the notice attached hereto as **Attachment A**.

4. The City Clerk, acting on behalf of the Governing Body, did appear at City Hall in the Municipality at 3:00 p.m. on Monday, February 2, 2026, to receive bids.

5. At 3:00 p.m. on Monday, February 2, 2026, six bids for the Bonds, attached hereto as **Attachment B**, were received, examined, and should be considered by the Governing Body, the bids having heretofore been presented by and being on file with the City Clerk.

6. The Governing Body finds and determines that the lowest and best bid made for the Bonds on the basis of the lowest net interest cost over the life of the Bonds was made by the Purchaser, and further finds that the bid was accompanied by a wire transfer or a cashier's check, certified check, or exchange, payable to the Governing Body in the amount of \$40,000, and issued or certified by a bank, as a guaranty that the bidder would carry out its contract and purchase the Bonds if its bid be accepted.

7. The Governing Body further authorizes the City Clerk to endorse upon a copy or duplicate of the highest and best offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

8. Pursuant to the Notice of Bond Sale for the Bonds, the Purchaser has the right to designate a Paying Agent subject to the approval of the Municipality. In order that the designation may be made in a timely fashion, the Mayor and the City Clerk should be authorized to approve or disapprove the designation by the Purchaser.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. Notice of Bond Sale. The terms and provisions of the Notice of Bond Sale are hereby made a part of this resolution as though set forth in full herein.

SECTION 2. Award of Bonds. The award of the sale of the Bonds to the Purchaser in accordance with the offer submitted to the Municipality and attached hereto as **Attachment C** is hereby acknowledged, confirmed, and approved.

SECTION 3. Notation of Acceptance. The City Clerk is authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

SECTION 4. Good Faith Deposits. The return of the good faith deposits filed by all unsuccessful bidders upon their respective receipts is approved, and the good faith deposit filed by the Purchaser shall be retained by the Municipality as a guaranty that the Purchaser will carry out its contract and purchase the Bonds. If the Purchaser fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith deposit shall be retained by the Municipality as liquidated damages for such failure.

SECTION 5. Bond Details. The Bonds shall be in registered form; shall be dated and issued March 3, 2026; shall be of the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from 1 upward in the order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America

at a bank or trust company to be designated by the Purchaser, subject to the approval of the Mayor or the City Clerk, the bank to act as paying agent, registrar, and transfer agent for the Bonds; shall bear interest from the date thereof, payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year; and shall mature and become due and payable serially, with option of prior payment, as heretofore provided, on March 1 in the years and principal amounts and at the rates as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2027	\$180,000	4.000%
2028	\$185,000	4.000%
2029	\$185,000	4.000%
2030	\$190,000	4.000%
2031	\$195,000	4.000%
2032	\$200,000	3.000%
2033	\$205,000	3.000%
2034	\$210,000	3.125%
2035	\$220,000	3.250%
2036	\$230,000	3.500%

SECTION 6. Paying Agent. The Mayor and the City Clerk are hereby authorized to approve or disapprove a paying agent to be designated by the Purchaser.

SECTION 7. Repealer. All orders, resolutions, or proceedings of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict.

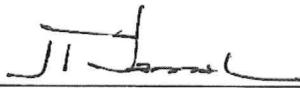
SECTION 8. Effective Date. For cause, this resolution shall become effective immediately upon the adoption thereof.

Following the reading of the foregoing resolution and discussion thereof, Alderman Campbell moved and Alderman Abraham 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: <u>AYE</u>
Alderman Brian Bishop	voted: <u>AYE</u>
Alderman Theodore R. "Ted" Campbell	voted: <u>AYE</u>
Alderman Gary Gainspoletti	voted: <u>AYE</u>
Alderwoman Marcia W. Houser	voted: <u>AYE</u>
Alderman Zinnia Howze-Wince	voted: <u>AYE</u>
Alderman Robert Sanders, Jr.	voted: <u>AYE</u>

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 day, February 2, 2026.

City of Cleveland, Mississippi



Mayor



City Clerk



Attachment A

Proof of Publication

The Bolivar Bullet

January 14, 2026, and January 21, 2026

Attachment B

Six Bids Received

**City of Cleveland, Mississippi
\$2,000,000 General Obligation Public Improvement Bonds, Series 2026**

Bid Tabulation Sheet

<u>Bidder</u>	<u>Net Interest Rate</u>	<u>Net Interest Cost</u>
Carty, Hardy, & Hearn	3.678249%	\$420,199.07
Crews & Associates	3.680256%	\$420,428.31
Raymond James & Associates	3.731283%	\$426,257.62
FHN Financial Capital Markets	3.793211%	\$433,332.26
Bernardi Securities	4.046951%	\$462,319.21
Guaranty Bank and Trust	4.690000%	\$938,000.00

OFFICIAL BID FORM

February 2, 2026

Mayor and Board of Aldermen
City of Cleveland, Mississippi
Attn: Michelle Arbuckle, City Clerk
100 North Street
Cleveland, Mississippi 38732

RE: Bid for \$2,000,000 General Obligation Public Improvement Bonds, Series 2026

Ladies and Gentlemen:

We hereby offer to pay \$ 1,969,404.75 for the \$2,000,000 General Obligation Public Improvement Bonds, Series 2026 (the "Bonds"), of the City of Cleveland, Mississippi (the "Municipality"), dated and bearing interest from March 3, 2026, to be delivered on March __, 2026, in definitive form as registered bonds, as described in the Notice of Bond Sale dated November 18, 2025. This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

The Bonds shall bear interest payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year, and shall mature, with option or prior payment as detailed in the Notice of Bond Sale on March 1 in the years and principal amounts, and bear interest at the rates as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2027	\$180,000	4.00 %
2028	\$185,000	4.00 %
2029	\$185,000	4.00 %
2030	\$190,000	4.00 %
2031	\$195,000	4.00 %
2032	\$200,000	3.00 %
2033	\$205,000	3.00 %
2034	\$210,000	3.125 %
2035	\$220,000	3.25 %
2036	\$230,000	3.50 %

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 389,603.82, the net interest cost (deducting premium of \$ 30,595.25, if any) to be \$ 420,199.07, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 3.678249 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Cleveland, Mississippi," in the amount of \$40,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

BIDDER SIGNATURE: BOWLS

BIDDER NAME: Carty, Harding, & Hearn

LOCATION: Little Rock, AR

TITLE: Head of Underwriting

ASSOCIATES (if any):

OFFICIAL BID FORM

February 2, 2026

Mayor and Board of Aldermen
 City of Cleveland, Mississippi
 Attn: Michelle Arbuckle, City Clerk
 100 North Street
 Cleveland, Mississippi 38732

RE: Bid for \$2,000,000 General Obligation Public Improvement Bonds, Series 2026

Ladies and Gentlemen:

We hereby offer to pay \$ 2,030,529.25 for the \$2,000,000 General Obligation Public Improvement Bonds, Series 2026 (the "Bonds"), of the City of Cleveland, Mississippi (the "Municipality"), dated and bearing interest from March 3, 2026, to be delivered on March __, 2026, in definitive form as registered bonds, as described in the Notice of Bond Sale dated November 18, 2025. This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

The Bonds shall bear interest payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year, and shall mature, with option or prior payment as detailed in the Notice of Bond Sale on March 1 in the years and principal amounts, and bear interest at the rates as follows:

YEAR	AMOUNT	INTEREST RATE
2027	\$180,000	4.00 %
2028	\$185,000	4.00 %
2029	\$185,000	4.00 %
2030	\$190,000	4.00 %
2031	\$195,000	4.00 %
2032	\$200,000	4.00 %
2033	\$205,000	4.00 %
2034	\$210,000	4.00 %
2035	\$220,000	4.00 %
2036	\$230,000	4.00 %

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 456,955.56, the net interest cost (deducting premium of \$ 55,293.50, if any) to be \$ 401,662.06, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 3.680256 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Cleveland, Mississippi," in the amount of \$40,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

BIDDER SIGNATURE: Katie Eisenhart

BIDDER NAME: Katie Eisenhart

LOCATION: Craws Associates, Inc

TITLE: Managing Director - Munic Underwriting

ASSOCIATES (if any):

None

OFFICIAL BID FORM

February 2, 2026

Mayor and Board of Aldermen
City of Cleveland, Mississippi
Attn: Michelle Arbuckle, City Clerk
100 North Street
Cleveland, Mississippi 38732

RE: Bid for \$2,000,000 General Obligation Public Improvement Bonds, Series 2026

Ladies and Gentlemen:

We hereby offer to pay \$ 1,988,623.70 for the \$2,000,000 General Obligation Public Improvement Bonds, Series 2026 (the "Bonds"), of the City of Cleveland, Mississippi (the "Municipality"), dated and bearing interest from March 3, 2026, to be delivered on March 3, 2026, in definitive form as registered bonds, as described in the Notice of Bond Sale dated November 18, 2025. This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

The Bonds shall bear interest payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year, and shall mature, with option or prior payment as detailed in the Notice of Bond Sale on March 1 in the years and principal amounts, and bear interest at the rates as follows:

YEAR	AMOUNT	INTEREST RATE
2027	\$180,000	3 %
2028	\$185,000	3 %
2029	\$185,000	3 %
2030	\$190,000	3 %
2031	\$195,000	3.25 %
2032	\$200,000	3.5 %
2033	\$205,000	3.50 %
2034	\$210,000	4 %
2035	\$220,000	4 %
2036	\$230,000	4 %

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 414,881.32, the net interest cost: (deducting premium of \$ 11,370.30, if any) to be \$ 426,257.62, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 3.731283 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Cleveland, Mississippi," in the amount of \$40,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

BIDDER SIGNATURE: *Randall Hawkins*

BIDDER NAME: Randall Hawkins

LOCATION: Raymond James - Dallas

TITLE: Managing Director

ASSOCIATES (if any):

None

OFFICIAL BID FORM

February 2, 2026

Mayor and Board of Aldermen
City of Cleveland, Mississippi
Attn: Michelle Arbuckle, City Clerk
100 North Street
Cleveland, Mississippi 38732

RE: Bid for \$2,000,000 General Obligation Public Improvement Bonds, Series 2026

Ladies and Gentlemen:

We hereby offer to pay \$ 2,000,000.00 for the \$2,000,000 General Obligation Public Improvement Bonds, Series 2026 (the "Bonds"), of the City of Cleveland, Mississippi (the "Municipality"), dated and bearing interest from March 3, 2026, to be delivered on March , 2026, in definitive form as registered bonds, as described in the Notice of Bond Sale dated November 18, 2025. This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

The Bonds shall bear interest payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year, and shall mature, with option or prior payment as detailed in the Notice of Bond Sale on March 1 in the years and principal amounts, and bear interest at the rates as follows:

YEAR	AMOUNT	INTEREST RATE
2027	\$180,000	4.00 %
2028	\$185,000	4.00 %
2029	\$185,000	4.00 %
2030	\$190,000	4.00 %
2031	\$195,000	4.00 %
2032	\$200,000	4.00 %
2033	\$205,000	4.00 %
2034	\$210,000	4.00 %
2035	\$220,000	4.00 %
2036	\$230,000	4.00 %

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 756,723.36, the net interest cost (deducting premium of \$ 23,605.30, if any) to be \$ 733,118.06, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 3.793811 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Cleveland, Mississippi," in the amount of \$40,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

BIDDER SIGNATURE: [Signature]

BIDDER NAME: Fred Francisco

LOCATION: Memphis, TN 38100

TITLE: SIP

ASSOCIATES (if any):

OFFICIAL BID FORM

February 2, 2026

Mayor and Board of Aldermen
 City of Cleveland, Mississippi
 Attn: Michelle Arbuckle, City Clerk
 100 North Street
 Cleveland, Mississippi 38732

RE: Bid for \$2,000,000 General Obligation Public Improvement Bonds, Series 2026

Ladies and Gentlemen:

We hereby offer to pay \$ 2,019,404.40 for the \$2,000,000 General Obligation Public Improvement Bonds, Series 2026 (the "Bonds"), of the City of Cleveland, Mississippi (the "Municipality"), dated and bearing interest from March 3, 2026, to be delivered on March __, 2026, in definitive form as registered bonds, as described in the Notice of Bond Sale dated November 18, 2025. This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

The Bonds shall bear interest payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year, and shall mature, with option or prior payment as detailed in the Notice of Bond Sale on March 1 in the years and principal amounts, and bear interest at the rates as follows:

YEAR	AMOUNT	INTEREST RATE
2027	\$180,000	3.00 %
2028	\$185,000	5.00 %
2029	\$185,000	5.00 %
2030	\$190,000	5.00 %
2031	\$195,000	5.00 %
2032	\$200,000	4.00 %
2033	\$205,000	4.00 %
2034	\$210,000	4.00 %
2035	\$220,000	4.00 %
2036	\$230,000	4.00 %

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 481,723.61, the net interest cost (deducting premium of \$ 19,404.40, if any) to be \$ 462,319.21, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 4.046951 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Cleveland, Mississippi." in the amount of \$40,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

BIDDER SIGNATURE: Peter Raines

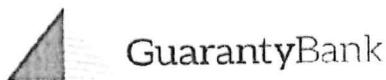
BIDDER NAME: Peter Raines

LOCATION: 423 Central Avenue, Northfield IL 60093

TITLE: Vice President

ASSOCIATES (if any):

N/A



OFFICIAL BID FORM

February 2, 2026

Mayor and Board of Aldermen
City of Cleveland, Mississippi
ATTN: Michelle Arbuckle, City Clerk
100 North Street
Cleveland, Mississippi 38732

RE: Bid for \$2,000,000 General Obligation Public Improvement Bonds, Series 2026

Ladies and Gentlemen:

We hereby offer to pay \$ 2,000,000 for the \$2,000,000 General Obligation Public Improvement Bonds, Series 2026 (the "Bonds"), of the City of Cleveland, Mississippi (the "Municipality"), dated and bearing interest from March 3, 2026, to be delivered on March 3, 2026, in definitive form as registered bonds, as described in the Notice of Bond Sale dated November 18, 2025. This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

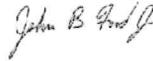
The Bonds shall bear interest payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year, and shall mature, with option or prior payment as detailed in the Notice of Bond Sale on March 1 in the years and principal amounts, and bear interest at the rates as follows:

YEAR	AMOUNT	INTEREST RATE
2027	\$180,000	4.69%
2028	\$185,000	4.69%
2029	\$185,000	4.69%
2030	\$190,000	4.69%
2031	\$195,000	4.69%
2032	\$200,000	4.69%
2033	\$205,000	4.69%
2034	\$210,000	4.69%
2035	\$220,000	4.69%
2036	\$230,000	4.69%

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 938,000, the net interest cost (deducting premium of \$ N/A, if any) to be \$ N/A, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 4.69 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Cleveland, Mississippi," in the amount of \$40,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.



BIDDER SIGNATURE John B. Ford, Jr.

BIDDER NAME: GUARANTY BANK

LOCATION: BELZONI, MS

TITLE: FINANCIAL ANALYST

ASSOCIATES (if any):

Attachment C

Accepted Bid of Carty, Harding & Hearn, Inc.

OFFICIAL BID FORM

February 2, 2026

Mayor and Board of Aldermen
City of Cleveland, Mississippi
Attn: Michelle Arbuckle, City Clerk
100 North Street
Cleveland, Mississippi 38732

RE: Bid for \$2,000,000 General Obligation Public Improvement Bonds, Series 2026

Ladies and Gentlemen:

We hereby offer to pay \$ 1,969,404.75 for the \$2,000,000 General Obligation Public Improvement Bonds, Series 2026 (the "Bonds"), of the City of Cleveland, Mississippi (the "Municipality"), dated and bearing interest from March 3, 2026, to be delivered on March , 2026, in definitive form as registered bonds, as described in the Notice of Bond Sale dated November 18, 2025. This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

The Bonds shall bear interest payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year, and shall mature, with option or prior payment as detailed in the Notice of Bond Sale on March 1 in the years and principal amounts, and bear interest at the rates as follows:

YEAR	AMOUNT	INTEREST RATE
2027	\$180,000	4.00 %
2028	\$185,000	4.00 %
2029	\$185,000	4.00 %
2030	\$190,000	4.00 %
2031	\$195,000	4.00 %
2032	\$200,000	3.00 %
2033	\$205,000	3.00 %
2034	\$210,000	3.125 %
2035	\$220,000	3.25 %
2036	\$230,000	3.50 %

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 389,603.82, the net interest cost (deducting premium of \$ 30,595.25, if any) to be \$ 420,199.07, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 3.678249 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Cleveland, Mississippi," in the amount of \$40,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

BIDDER SIGNATURE: BOWls

BIDDER NAME: Cally, Harding, & Heair

LOCATION: Little Rock, AR

TITLE: Head of Underwriting

ASSOCIATES (if any):

ACCEPTANCE

The above proposal has been accepted by resolution of the Mayor and Board of Aldermen of the City of Cleveland, Mississippi, on Monday, February 2, 2026, and receipt of the within-mentioned good faith deposit, is hereby acknowledged this day, Monday, February 2, 2026.

City of Cleveland, Mississippi



Michelle Arnold

City Clerk

Summary Report

\$ 2,000,000.00
 Cleveland
 General Obligation Public Improvement Bonds, Series 2026
 S&P: / Moody: / Fitch: / Kroll:
 2026
 Description: BUDDY1
 Sale Date: 02/02/2026 03:00:00 PM CST
 CARTY

Delivery Date: 03/03/2026 Dated Date: 03/03/2026
 First Int Date: 03/01/2027 Int Accrued Date:
 Submitted Via Party:

	Total	Par \$100
Par Amount:	2,000,000.00	100.000000
Gross Prod:	2,003,007.25	100.150363
Spread:	33,602.50	1.680125
Bid:	1,969,404.75	98.47023750
Accrued Int:	0.00	0.000000
Bond Yrs:	11,423.89	
Avg Life:	5.7119	5 Years 8 Months 16 Days
Gross Int Cost:	389,603.82	
+ Net Discount:	30,595.25	(+Prod: 3,007.25 -Sread: 33,602.50)
Net Int Cost:	420,199.07	
NIC*:	3,678.249	
TIC- Del Date:	3,720.248	
Presale Amt:	0	

	\$ / Bond	Total
Takedown:	10.981250	21,962.50
Expenses:	3.320000	6,640.00
UW Fee:	2.500000	5,000.00
Insurance:	0.000000	0.00

Wires
Wire Details

Actions: View Deal Inbox

Rec'd Date/Time (CST) Sender ST Wire Type/Title Master Message # Deal Type
02/02/26 01:56 PM Carty, Harding & Hca TN PRELIM 3 Comp

RE: \$ 2,000,000*
City of Cleveland, Mississippi
General Obligation Public Improvement Bonds,
Series 2026
BANK QUALIFIED
COMPETITIVE ISSUE
Selling: Monday, February 2, 2026 at 03:00PM Central

DATED: 03/03/2026 FIRST COUPON: 03/01/2027
DUE: 03/01

MATURITY	AMOUNT*	COUPON	PRICE	ADD'L TAKEDOWN (Pts)
03/01/2027	180M	4.00%	3.00	1/2
		(Approx. \$	Price 100.972)	
03/01/2028	185M	4.00%	3.05	3/4
		(Approx. \$	Price 101.824)	
03/01/2029	185M	4.00%	3.10	3/4
		(Approx. \$	Price 102.554)	
03/01/2030	190M	4.00%	3.15	1.00
		(Approx. \$	Price 103.166)	
03/01/2031	195M	4.00%	3.20	1.00
		(Approx. \$	Price 103.665)	
03/01/2032	200M	3.00%	3.30	1 1/4
		(Approx. \$	Price 98.380)	
03/01/2033	205M	3.00%	3.40	1 1/4
		(Approx. \$	Price 97.528)	
03/01/2034	210M	3.125%	3.45	1 1/4
		(Approx. \$	Price 97.746)	
03/01/2035	220M	3.25%	3.55	1 1/2
		(Approx. \$	Price 97.707)	
03/01/2036	230M	3.50%	3.60	1 1/2
		(Approx. \$	Price 99.166)	

CALL FEATURES: Optional call in 03/01/2031 @ 100.00

* - APPROXIMATE SUBJECT TO CHANGE

Delivery is firm for Tuesday, March 3, 2026.

ORDERED this February 2, 2026.

**ORDER TO SET PUBLIC HEARING FOR PLANNING COMMISSION
RECOMMENDATION OF A VARIANCE AT 405 AVERY STREET**

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Abraham, and unanimously adopted, it is ordered to advertise and set a public hearing on March 2, 2026 for a Planning Commission recommendation on behalf of Meg McGee who submitted an application requesting a variance to Article 6, Section 609 of the Land Development Ordinance to construct a new home at 405 Avery Street. The R-2 zoning district requires a minimum of 80 feet.

ORDERED this February 2, 2026.

**ORDER TO SET PUBLIC HEARING FOR PLANNING COMMISSION
RECOMMENDATION OF A VARIANCE AT 314 RONALDMAN ROAD**

After discussion, upon Motion by Alderman Abraham, second by Alderman Gainspoletti, and unanimously adopted, it is ordered to advertise and set a public hearing on March 2, 2026 for a Planning Commission recommendation on behalf of Michael and Vickie Whitten who submitted an application requesting a variance to Article 6, Section 608 of the Land Development Ordinance to construct a detached garage at their residence located at 314 Ronaldman Road. Detached accessory structures are required to be 5-foot off property lines.

ORDERED this February 2, 2026.

**ORDER TO SET PUBLIC HEARING FOR PLANNING COMMISSION
RECOMMENDATION OF A VARIANCE AT 109 SOUTH PEARMAN AVENUE**

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Abraham, and unanimously adopted, it is ordered to advertise and set a public hearing on March 2, 2026 for a Planning Commission recommendation on behalf of Ashley Laurenzo who submitted an application requesting a variance to Article 8, Section 801.31 of the Land Development Ordinance to all two parking spaces at her place of business located at 109 South Pearman Avenue instead of the required five parking spaces based on the gross floor area of 1,080 square feet. The service area calculated up to 400 square feet.

ORDERED this February 2, 2026.

**ORDER TO APPROVE LOWEST AND BEST BID FOR GENERATOR
MAINTENANCE AGREEMENT**

After discussion, upon Motion by Alderwoman Wince, second by Alderman Gainspoletti, and unanimously adopted, it is ordered to approve the lowest and best quote for the Waste Water generator maintenance agreement (major/full service) to Nixon Power Services for a total of \$3,659.00. Taylor Sudden Service submitted a bid totaling \$7,525.00.



Quote To: Michelle Arbuckle	From: Grant McDonnieal 601-754-1111 gmcdonnieal@nixonpower.com	Date: 2/2/2026
Email: michelle.arbuckle@cityofclevelandms.com Phone Number: 662-846-1471	Name: City of Cleveland Waste Water Quote Number: GM020426C	

ITEM DESCRIPTION	PROPOSED START DATE	SCOPE OF SERVICE	PRICING
Generator: Bishop Road Water Tower Kohler 150REOZJB, 150kW Serial #: 2022838 Qty: 1		Annual Service \$ per Major: \$920.00	\$920.00
Generator: Hospital Water Tower Kohler 125REOZJB, 125kW Serial #: 2021720 Qty: 1		Annual Service \$ per Major: \$899.00	\$899.00
Generator: Influent Station #1 Taylor Power UC1274F, 140kW Serial #: M08L74440 Qty: 1		Annual Service \$ per Major: \$920.00	\$920.00
Generator: Influent Station #2 CAT Cat D150-10, 150kW Serial #: CAT00C71CWG201450 Qty: 1		Annual Service \$ per Major: \$920.00	\$920.00

Years of PM: 1

TOTAL CONTRACT PRICE \$3,658.00

SIGNATURES:

Quote is valid for 30 days.

Accepted By (Print Name)

Accepted By (Signature)

PO Number

TERMS & CONDITIONS:

"This agreement is billed annually or at time of service from the date of acceptance and renewed automatically if not cancelled by either party. A 30-day written notice is required before scheduled service or anniversary date of the agreement to cancel. Annual reminders will be sent with the potential cost of living increases not to exceed 10%. All prices quoted are for services listed."

Price does not include applicable sales tax.

Our service department is on call 24-hours a day, 365 days per year. Please call (800) 766-4966. Additional or emergency services will be quoted on a time and material basis at your preferred customer rate. By signing below, you agree to the attached Standard Terms and Conditions.

MINOR SERVICE includes



MAJOR SERVICE includes

FUEL SYSTEM

- Inspection of all components
- Drain fuel/water separator
- Check & record water level in main tank
- Check operation of day tank
- Check fuel pressure (gas only)



- Minor Services & the following
- Change fuel filter elements
- Check for water in day tank

AIR INTAKE SYSTEMS

- Check breather tube
- Check air system piping
- Check condition of dry type cleaner



- Minor Services & the following
- Check breather tube
- Drain air box reservoir
- Check air system piping
- Service oil bath air cleaner
- Change filter element (as required)

LUBRICATING SYSTEM

- Check engine oil level
- Check for oil leaks



- Minor Services & the following
- Change engine oil & filter
- Change governor oil & filter
- Check engine oil pressure
- Oil laboratory analysis (when contracted)

ENGINE ELECTRICAL SYSTEM CHECKS

- Clean batteries & cables
- Check specific gravity
- Add distilled water
- Check operation of float charger
- Check & record battery voltage under load



- Minor Services & the following
- Change rotor & cap
- Change spark plugs, points & condenser
- Check specific gravity of cells
- Add distilled water (as required)
- Check operation of float charger
- Check & record battery voltage under load

MINOR SERVICE
includes



MAJOR SERVICE
includes

COOLING SYSTEM

- Visually inspect system
- Check coolant level
- Check for coolant leaks
- Check radiator cap



- Minor Services & the following
- Change coolant filter
- Test antifreeze (add inhibitor)
- Coolant testing samples

GENERATOR CHECKS

- Check circuit breaker operation



- Minor Services & the following
- Vacuum debris
- Check condition of bearings
- Check condition of AC/DC brushes
- Measure non-contact temperature

EXHAUST SYSTEMS

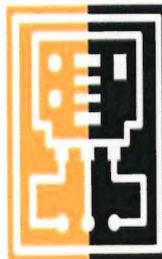
- Check condition of exhaust system
- Check condition of turbocharger
- Check for exhaust leaks
- Check exhaust rain shield
- Check for wet stacking



- All Minor Services Repeated

TRANSFER SWITCH

- Visual inspection of condition
- Perform transfer test (with client approval)
- Check all alarm lights
- Perform non-contact temperature measurements
- Vacuum debris



- All Minor Services Repeated
- Inspect linkage for binding

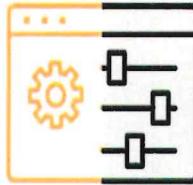
MINOR SERVICE
includes



MAJOR SERVICE
includes

CONTROL SYSTEM

- Check gauges & meters operation
- Clean control cabinet
- Check controls operation
- Check shutdown system
- Check indicator & panel lights
- Check/record frequency & voltage



- All Minor Services Repeated

GENERAL CHECKS

- Perform transfer test (with client approval)
- Inspect linkage for binding



- All Minor Services Repeated

LOAD BANK INFORMATION



LOAD BANK TESTING CAN BE PERFORMED WITH MINOR OR MAJOR SERVICE

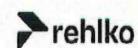
- Meets NFPA & Joint Commission requirements
- Test results for permanent files
- Simulates full load conditions
- Tests generator in a controlled environment
- Removes carbon buildup from engine
- Helps seat piston rings and resolves wet-stacking

ADDITIONAL SERVICE OPTIONS AVAILABLE:

System Monitoring
Coolant Sampling

Fuel Sampling
Air Filters

Fuel Polishing
Batteries





TRIENNIAL SERVICE

(EVERY 3 YEARS)

INCLUDES REPLACEMENT OF:

Belts 	Batteries 
Hoses 	Thermostats 
Coolant 	Gaskets 
Air Filters 	Spark Plugs (Gaseous Engines Only) 
Clamps 	Perform All Major Services 



KOHLER

CAT



GENERAC



ASCO



STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

1.Contract- These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.

2.Service, Repair, Maintenance- Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.

3.Quotations And Published Prices- Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.

3b. SCOPE- Nixon Power shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Nixon Power reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for the duration of time as listed in clarifications above and the price is firm provided drawings are approved and returned within specified dates quoted. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.



4. Taxes- Nixon's prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax that Nixon may be required to pay or collect is Buyer's responsibility and will be added to Buyer's invoice unless Buyer timely furnishes Nixon with a valid tax exemption certificate acceptable to the appropriate taxing authorities. Where Buyer fails to furnish the required documentation, any unpaid sales, use, excise, or similar tax will be billed to Buyer. If at any time the appropriate taxing authority determines, for whatever reason, that an exemption certificate provided to Nixon by Buyer is invalid, Nixon will make a reasonable, good-faith attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer, and Buyer agrees to cooperate fully and promptly with Nixon in such circumstances. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, or fails to cooperate with Nixon, or if the appropriate taxing authority does not accept the additional documentation provided, the sales, use, excise or similar tax will be billed to Buyer.

5. Payment Terms- Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.

6. Delivery- While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.

7. Manufacturer's Limited Warranty- The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.



8.Disclaimer Of Warranty- LIMITATION OF LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.

9.Incidental, Consequential or Punitive Damages- The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.

10. Technical Support- It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

11.Excuse Of Performance- Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.

12.Changes- Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.

13.Cancellation- Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

14. Default- Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.

15. Buyer Acceptance- Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.

16. Regulatory Laws and/or Standards- The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.

17. Non-assignment- No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.

18. Billable Services- Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.

19. General Provisions- These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.

20. Hours of Operation- Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).



EXCLUSIONS: The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.
- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.
- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.

NIXON
POWER SERVICES





Taylor Sudden Service
461 Hwy 49 S
Richland, MS 39218
(601) 922-4444



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 932-5674

STANDBY GENERATOR INDUSTRIAL MAINTENANCE
SERVICE AGREEMENT

Acc# 12758100

Prepared for:

Mr. Thomas Spruill

City of Cleveland

1098 Old Hwy 61

Cleveland, MS 38732

March 17, 2025

I: Agreement Period: March 2025 to March 2026

II: Equipment:

- See attached equipment list

III: Payment Terms:

You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable. Please do not send payment; you will be invoiced.

IV: Activation of Agreement:

Your Signature activates this service and must be received by the agreement start date. Pricing is good for 60 days. No service will be scheduled until a signed agreement is received. You may mail to 461 Hwy 49 S, Richland, MS 39218, fax to 601-922-8503 or email to ashley@taylorbigred.com.

V. List of equipment:

- Taylor DS140M3, Serial Number: TP 22138
 - One Basic Service at \$875.50- March/Apr. 2025-1st Service
 - One Follow Up 41-Point Inspection at \$269.50-Sept/Oct. 2025-2nd Service
- Kohler 150REOZJB, Serial Number: 2022838
 - One Basic Service at \$895.50- Sept. 2024-1st Service
 - One Follow Up 41-Point Inspection at \$269.50--Sept/Oct. 2025-2nd Service
- Kohler 125REOZJB, Serial Number: 2021720
 - One Basic Service at \$840.50- Sept. 2024-1st Service
 - One Follow Up 41-Point Inspection at \$269.50--Sept/Oct. 2025-2nd Service
- Cat D150, Serial Number: CAT00C71CWG201450
 - One Basic Service at \$895.50- Sept. 2024-1st Service
 - One Follow Up 41-Point Inspection at \$269.50--Sept/Oct. 2025-2nd Service

Taking Care of Our Customers is **PRIORITY ONE!**



Taylor Sudden Service
461 Hwy 49 S
Richland, MS 39218
(601) 922-4444



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 932-5674

OR

- Taylor DS140M3, Serial Number: TP 22138
 - One Full Service at \$1,850.50- March/Apr. 2025-1st Service
(Recommended every 3 years) (Last performed October 2021)
 - One Follow Up 41-Point Inspection at \$269.50--Sept/Oct. 2025-2nd Service
- Kohler 150REOZJB, Serial Number: 2022838
 - One Full Service at \$1,875.50- March/Apr. 2025-1st Service
(Recommended every 3 years) (Last performed October 2021)
 - One Follow Up 41-Point Inspection at \$269.50--Sept/Oct. 2025-2nd Service
- Kohler 125REOZJB, Serial Number: 2021720
 - One Full Service at \$1,825.50- March/Apr. 2025-1st Service
(Recommended every 3 years) (Last performed October 2021)
 - One Follow Up 41-Point Inspection at \$269.50--Sept/Oct. 2025-2nd Service
- Cat D150, Serial Number: CAT00C71CWG201450
 - One Basic Service at \$895.50- March/Apr. 2025-1st Service
 - One Follow Up 41-Point Inspection at \$269.50--Sept/Oct. 2025-2nd Service

VI: Taylor Sudden Service Disclaimer:

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided.

INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR SUDDEN SERVICE FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

INITIAL:

VII: Total Agreement Price: **Basic Service Option: \$4,585.00+applicable taxes**

Full Service Option: \$7,525.00+applicable taxes

ACCEPTED BY: _____ DATE: _____

Prepared By:

Ashley Chapman, Inside Service Sales
461 Hwy 49 S, Richland, MS 39218

Phone: 601.922.4444
Fax: 601.922.8503

Taking Care of Our Customers is **PRIORITY ONE!**



**SUDDEN SERVICE, INC.
INDUSTRIAL PREVENTATIVE MAINTENANCE
SERVICE AGREEMENT**

AGREEMENT BENEFITS:

- Priority response over non-agreement customers.
- Pre-scheduled appointments.
- Lower locked in rates with consistent cost over non-agreement customers.
- Labor rate savings on non-maintenance related repairs.
- Detailed reports from our technicians.
- Consistent annual agreement dates .

Preventative Maintenance Agreement Includes:

Inspection Service – includes the 40+ point inspection.

Basic Service – performed annually includes:

- 40+ Point Inspection above plus.
- System testing of air, lubricating, fuel, electrical, controls, & transfer switch.
- Oil change with filter.
- Fuel filter change (only for diesel applications).
- Coolant testing and treatment if radiator cooled.

Full Service – performed every third year includes:

- 40+ Point Inspection plus.
- All Basic Service items plus.
- Replacement of belts and hoses.
- Replacement of battery.
- Replacement of coolant.
- Replacement of air filter.

Optional Services:

- Load bank testing.
- Fuel polishing service.
- Megger testing.
- InfraRed camera testing.
- Vibration testing.
- Generator rental during scheduled service (eliminates any possible outages).
- Refueling Generators (per customer's request)

you can depend on *Big Red*

From: Brandon Blakeney
To: Michelle Arbuckle
Subject: RE: generator maintenance - Waste Water
Date: Monday, February 2, 2026 12:33:43 PM

Michelle, the quote that was submitted on March 17, 2025 is still valid. Please let me know if we can be of any help, we look forward to earning your business!

From: Michelle Arbuckle <michelle.arbuckle@cityofclevelandms.com>
Sent: Monday, February 2, 2026 12:26 PM
To: Brandon Blakeney <bblakeney@taylorbigred.com>
Subject: generator maintenance - Waste Water

[EXTERNAL] This email originated from outside of the Taylor organization. Do not click links or open attachments unless you recognize or verify the sender.

Hello Brandon,

Thomas Spruill, Waste Water director, for the City of Cleveland reached out previously to obtain a preventive maintenance quote for Waste Water's generators. I have attached the quote referenced above. We are seeking approval of the lowest and best quote at the board meeting tonight but since your quote is dated 03/17/2025, I wanted to confirm the quote is still valid prior to submitting to our board this evening.

Let me know if you need anything additional.

Thank you,

Michelle Arbuckle
City Clerk
City of Cleveland
PO Box 1439
100 North Street
Cleveland, MS 38732
(662) 846-1471
<http://www.cityofclevelandms.com>



CONFIDENTIALITY NOTICE: This E-mail message and all attachments, which originated from The Taylor Group, Inc. are intended solely for the use of the intended recipient or entity and may contain legally privileged and confidential information. If the reader of this message is not the intended recipient, you are hereby notified that any reading, disclosure, dissemination, distribution, copying or other use of this message is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the sender of the message and delete this message and all attachments, including all copies or backups thereof, from your system. You may also reach us by phone at 662-773-3421. Thank you

ORDERED this February 2, 2026.

ORDER TO APPROVE LOWEST AND BEST BID FOR RUBY PARK PLAYGROUND EQUIPMENT

After discussion, upon Motion by Alderwoman Wince, second by Alderman Campbell, and unanimously adopted, it is ordered to approve the lowest and best quote for playground equipment to be installed at Ruby Park to Struthers Recreation for a total of \$44,753.71. Cunningham Recreation submitted a bid totaling \$52,166.34.

*

*

*



Conceptual Rendering
Actual Colors May Vary



Struthers Recreation
3296 Pelham Parkway
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Ruby Street Park
Proposed Playground



Conceptual Rendering
Actual Colors May Vary



Struthers Recreation
3296 Pelham Parkway
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Ruby Street Park
Proposed Playground





P.O. Box 1178
Pelham, AL 35124
P:205.663.5058
www.struthersrecreation.com

01/06/2026
Quote #
106262-01-06

Cleveland - Ruby Street Park - Revision 2

Cleveland Park Commission
Attn: Christian Johnston
100 North Street
Cleveland, MS 38732
United States
Phone: 662-846-6605
christian.johnston@Cityofclevelandms.com

Ship to Zip 38732

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	RDU	GameTime - 106262 - D1_R2 Custom Play Structure	\$38,312.00	\$38,312.00
1	APSR	APS - ADA Half Ramp	\$485.00	\$485.00
29	APS12	APS - 12" Playground Border w/Surfacing Guide and Spike	\$36.00	\$1,044.00
1	EWFP	EWFP - 45 CY of Engineered Wood Fiber Safety Surfacing	\$1,200.00	\$1,200.00
1	INSTALL	Struthers Recreation - Installation of Play Equipment, Border, and Safety Surfacing- Customer responsible for demo prior to installation.	\$13,120.00	\$13,120.00
			Sub Total	\$54,259.07
			Discount	(\$12,712.00)
			Freight	\$3,206.64
			Total	\$44,753.71

Cleveland - Ruby Street Park - Revision 2

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at \$1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc be completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Rylie Gullledge

Cleveland - Ruby Street Park - Revision 2

Acceptance of quotation:

MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)

SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **\$44,753.71**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or

Custom Color Selections from www.gametime.com/colors :

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____



PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX
www.cunninghamrec.com

Quote #122225-2
 1/8/2026

Cleveland - Cleveland Ruby Street Park

Cleveland Park Commission
 100 North Street
 Cleveland, MS 38732
 Attn: Christian Johnston
 Phone: 662-846-6605
[Email:christian.johnston@Cityofclevelandms.com](mailto:christian.johnston@Cityofclevelandms.com)

Ship To Zip: 38732

Qty	Part #	Description	Unit Price	Extended Price
1	178749	GameTime - Owner's Kit	\$ 3,891.00	\$ 115.00
1	RDU	GameTime - 106262-D1_R1 Custom Play Structure	\$ 46,117.00	\$ 46,117.00
1	APSR	Aps-ADA Half Ramp	\$ 571.00	\$ 571.00
29	APS12	APS-12" Playground Border w/Surfacing Guide and Spike	\$ 43.00	\$ 1,247.00
1	EWFP	EWFP-45cy of Engineered Fiber Safety Surfacing	\$ 1,411.00	\$ 1,411.00
1	INSTALL	Installation of Play Equipment, Border & Safety Surfacing - Customer responsible for Demo prior to installation	\$ 14,847.00	\$ 14,847.00
SUBTOTAL				\$ 64,308.00
DISCOUNT				\$ (16,091.50)
EST FREIGHT				\$ 3,949.84
TOTAL				\$ 52,166.34

Site must be free of obstructions and accessible.
 Must be ordered with Quote #08052025ph

TERMS: Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes if required will be applied at time of invoice. Lead time is approximately 10-12 weeks ARO unless otherwise noted. Net 30 days subject to approval by credit manager. A signed PO made out to Cunningham Recreation is required for all orders.

Paula Hopper
 Sales Signature

 Customer Signature

ORDERED this February 2, 2026.

ORDER TO APPROVE LOWEST AND BEST BID FOR REPLACEMENT OF LEASED COMPUTERS

After discussion, upon Motion by Alderman Campbell, second by Alderman Gainsoletti, and unanimously adopted, it is ordered to approve the lowest and best quote for replacement of the city's leased computers to Key Solutions for a total of \$89,670.00. Dell Technologies submitted a quote totaling \$110,896.20.

*

*

*

Key Solutions, Inc.
 3989 Hwy 82 West
 Leland, MS 38756

QUOTATION

Quote Number: 4551
 Quote Date: Jan 14, 2026
 Page: 1

Voice: 662-335-5588
 Fax: 662-335-5662

Quoted To:
LENOVO FINANCIAL SERVICES 10201 CENTURION PARKWAY N #100 JACKSONVILLE, FL 32256

Customer ID	Good Thru	Payment Terms	Sales Rep
LENOVO	2/13/26	LEASE	KEY

Quantity	Item	Description	Unit Price	Amount
54.00		Lenovo ThinkCentre Gen 6 Tiny Computer - Intel Core Ultra 5 225T vPro - 16 GB - 512GB SSD - Tiny - Black, Keyboard, Mouse	1,195.00	64,530.00
7.00		Lenovo ThinkCentre Gen 6 Tiny Computer - Intel Core Ultra 7 265T vPro - 16 GB - 512 GB SSD, Keyboard, Mouse	1,395.00	9,765.00
21.00		Lenovo ThinkCentre Tiny-In-One 24 Gen 5 24" Class Webcam Full HD LED Monitor -23.8" w/ speakers	295.00	6,195.00
45.00		Lenovo ThinkVision 24" Class Full HD LED Monitor 23.8" Viewable - No speakers or webcam	195.00	8,775.00
45.00		External Speakers	9.00	405.00
		NOTE CITY OF CLEVELAND PO BOX 1439 CLEVELAND MS 38732 LEASE - 36 MONTHLY PAYMENTS OF \$2,505.56 - END OF LEASE - FMV BUYOUT INSTALLATION BILLED SEPARATELY		
			Subtotal	89,670.00
			Sales Tax	
			TOTAL	89,670.00



Free shipping, Easy returns within 30 days. See Details | Questions? Call 877-ASK-DELL or Click to Chat.

Cart (172 items)

[Remove All Items](#) [My Saved Items](#)

Compare these desktops



Dell Pro Micro Desktop
\$10,749.83



Dell Pro Micro Desktop
\$74,607.48

[Compare Items](#)

Items

Quantity

Price



Dell Pro 24 Plus Video Conferencing Monitor - P2424HEB

- 21 +

[Remove Items](#)

~~\$10,289.79~~

Ⓢ - \$275.00

\$10,014.79

[Save for later](#)

View Details

Warranty & Support

Includes a 3Y Basic Hardware Service with Advanced Exchange after remote diagnosis

Upgrade to 3Y ProSupport with Advanced Exchange after remote diagnosis

\$52.80 Per System

Earn Dell Rewards

Members earn up to 9% back in rewards to use toward future purchases.

[Sign In](#) Or [Create account](#)

Coupon

Enter code

[Apply Coupon](#)

Items (172) **\$111,171.20**

Savings ⓘ **-\$275.00**

Delivery **FREE**

Subtotal \$110,896.20

[Checkout](#)

Unlock \$50 (5,000 points) bonus Dell Rewards dollars* just for opening a Dell Pay Credit Account[®] (must enroll/ be enrolled in the Dell Rewards Program).

[Apply](#)

Pay with **PayPal**

Google Pay **Apple Pay** **** 4047

Safelink **VISA** **ID Check**

[Share Cart](#)



Dell Pro 24 Plus Monitor - P2425D

- +

\$13,499.55

[Remove items](#)

[Save for later](#)

View Details



Warranty & Support



Includes a 3Y Basic Hardware Service with Advanced Exchange after remote diagnosis

Upgrade to 3Y ProSupport with Advanced Exchange after remote diagnosis

\$26.40 Per System

Dell Recommended

[Show Details](#)

[Add To Cart](#)



Dell Pro Micro Desktop

- +

① \$10,749.83

[Save for later](#)

[Remove items](#)

View Details



Warranty & Support



Includes a Basic Onsite Service after remote diagnosis with Hardware-Only Support, 36 Month(s)

Upgrade to ProSupport Plus with ProSupport and AD and KYHD with Technical Customer Success Mgr, 36 Month(s)

~~\$186.18 Per System~~

\$150.18 Per System

Dell Recommended

Protect your tech – now up to 25% off 3-Year

[Show Details](#)

[Add To Cart](#)



Dell Pro Micro Desktop

- 54 +

① \$74,607.48

[Save for later](#)

[Remove items](#)

View Details ∨

Warranty & Support ∧

Includes a Basic Onsite Service after remote diagnosis with Hardware-Only Support, 36 Month(s)

Upgrade to ProSupport Plus with ProSupport and AD and KYHD with Technical Customer Success Mgr, 36 Month(s)

~~\$167.50 Per System~~

\$131.50 Per System

[Add To Cart](#)

Dell Recommended

Protect your tech – now up to 25% off 3-Year

[Show Details](#)

Delivery to [postal code](#) ∨

Enter postal code for delivery date.



Creative Pebble V3 2.0
Bluetooth Speaker
System - 8 W RMS - Black

- 45 +

\$2,024.55

[Remove items](#)

[Save for later](#)

View Details ∨

Delivery to [postal code](#) ∨

Enter postal code for delivery date.

ORDERED this February 2, 2026.

**ORDER TO APPROVE LEASE PURCHASE AGREEMENT FOR CITY-WIDE
COMPUTER LEASE**

After discussion, upon Motion by Alderman Bishop, second by Alderwoman Houser, and unanimously adopted, it is ordered to approve the lease purchase agreement for the city-wide computer lease as presented.

*

*

*

*

Instructions for Completion of Your Documents

	<p>REVIEW YOUR AGREEMENT</p>	<ul style="list-style-type: none"> • Please review your Agreement and the accompanying documents carefully. • Refer to the tips on this page to help you as you complete them. • Review and sign the Agreement. As long as a copy of the signed and dated Agreement Package is e-mailed to sales.us@lenovofs.com there is no need to mail the original Agreement package to us, unless the deal is over a million dollars. • An authorized corporate officer, member or general partner must sign the Agreement. See <i>Authorized Signer's List</i> for appropriate titles. • Please include your 9 digit Federal Tax ID # in the space provided on the Agreement. • Date the agreement the same day you sign. • Contact your Financial Representative if you have questions or if any portion of this package is not clear or legible.
<p>Please review the rest of the information provided for additional applicable documents as well as advance payment and documentation fee instructions.</p>		
	<p>PERSONAL GUARANTY</p>	<p>If a personal guaranty is required, the guarantor specified on the form must sign the Personal Guaranty Agreement.</p>
	<p>SALES TAX EXEMPTION</p>	<p>If you are a tax exempt entity, please email us a valid sales tax exemption certificate to sales.us@lenovofs.com and reference your application number in the subject line. Please ensure the following information is provided:</p> <ul style="list-style-type: none"> • Lenovo's name is listed as Lenovo Financial Services which matches the name on the agreement • Description of the equipment being leased or financed • Your business type Basis for claiming exemption • Your Registration Number / Federal Identification Number (FEIN) • Select "Single Purchase" or "Blanket Purchase" on form • Certificate must be valid (not expired) • Certificate must be signed and dates on or before the commencement date of your contract agreement
	<p>ADVANCE PAYMENT & DOCUMENTATION FEES (IF APPLICABLE)</p>	<p>Advance Payment: 0.00</p> <p>Documentation Fee: 75.00</p> <p>Please make the check payable to Lenovo Financial Services. We do not accept money orders, cashier's checks or cash.</p> <p>Remit to: Lenovo Financial Services 10201 Centurion Parkway North, Suite 100 Jacksonville, FL 32256</p>

Cont...

THANK YOU FOR CHOOSING LFS
FOR YOUR FINANCING NEEDS

Lenovo
Financial Services

Instructions for Completion of Your Documents, *Continued...*

	ELECTRONIC DEBIT AGREEMENT/ AUTHORIZATION (OPTIONAL)	If you elect the ACH payment method, your payment will be automatically drafted from your business checking account. Please check the box of the Electronic Debit Agreement and complete the required form to make this election.
	INSURANCE DOCUMENT	Insurance coverage will be required. If you have insurance, please provide us with proof of insurance that shows Lenovo Financial Services has been added as a loss payee and covered under property/liability coverage. Send to: Lenovo Financial Services c/o ABIC -Lease Insurance Services - 5th Floor PO Box 979220 Miami, FL 33197
	PURCHASE ORDER	Upon review and acceptance of your documents and check, we will promptly issue a purchase order to the vendor to initiate delivery of equipment (if necessary).
	DELIVERY & ACCEPTANCE	Once your equipment has been delivered and installed in good order, please sign the Delivery and Acceptance Certificate. Email the signed Acceptance to sales.us@lenovofs.com .

WE APPRECIATE YOUR BUSINESS!

Need Assistance? Contact us.

Phone: 888-537-8838

Email: sales.us@lenovofs.com

AUTHORIZED SIGNER'S TITLES

CORPORATION

- President
- Vice President
- Treasurer
- Controller
- Chief _____ Officer:
 - Executive, Financial, Operating, Information, Accounting, Administrative, Analytics, Brand, Channel, Commercial, Compliance, Communications, Data, Detail, Information, Information Security, Legal, Marketing, Networking, Procurement, Risk, Strategy, Technical, Human Resources
- Director of Finance
- Director of Information Technology
- Administrator (Hospitals and Nursing Homes only)
- Information Technology Manager (Up to \$50,000)
- Director of Purchasing OR Purchasing Manager (Up to \$50,000)
- General Manager (Up to \$50,000)
- Operations Manager (Up to \$50,000)
- Branch Manager (Up to \$50,000)
- Facilities Manager (Up to \$50,000)
- Officer Manager (Up to \$25,000..Acceptable to non-publicly held corporations, professional associations and professional corporations only)

NON-PROFIT

- Refer to CORPORATION
- Executive Director
- Administrator (Up to \$50,000)

PROFESSIONAL CORPORATION/PROFESSIONAL ASSOCIATION

- Refer to CORPORATION

LIMITED LIABILITY CORPORATION/COMPANY

- Member
- Managing Member
- Manager
- First five titled persons named under CORPORATION

GENERAL PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

LIMITED PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

LIMITED LIABILITY PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

SOLE PROPRIETORSHIP

- Owner

CHURCH

- Refer to NON-PROFIT, however, only first five titled persons under CORPORATION
- Pastor

SCHOOL DISTRICTS

- Need school board approval for lease, person authorized on board approval must sign the lease

UNIVERSITIES / COLLEGES

Private

- Refer to "CORPORATION" (non-profit institutions)
- Chancellor / Vice Chancellor
- Provost / Vice Provost / Associate Provost
- Director/Administrator of Financial Services
- Director/Administrator of Purchasing/Procurement

Public

- May need PO – especially if ordered off a BPA / BOA
- Copy of authorization signed by board or RFP award
- Chancellor / Vice Chancellor
- Provost / Vice Provost / Associate Provost
- Director/Administrator of Financial Services
- Director/Administrator of Purchasing/Procurement

PUBLIC SECTOR

- Need certificate of authority / resolution authorizing transaction
- Fully executed and funded PO will substitute
- Awarded RFP
- Contracting Officer
- Purchasing / Procurement Director or similar title ok for transactions under \$100,000

Lenovo Financial Services

Schedule to Master State & Local Government Lease Agreement

This Schedule No. 2040939 (the "Schedule") to Master State & Local Government Lease Agreement No. 1105087 (the "Master Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you, your and lessee** mean you, our customer. The words **we, us, our and the lessor**, mean Lenovo Financial Services.

Product/Equipment Description

Quantity	Description <small>See Attached Additional Product Addendum</small>	Product/Equipment Address <u>100 Noth Street, Cleveland, MS 38732</u>
----------	--	--

For additional equipment and accessories, attach addendum.

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

- Fair Market Value
 \$1.00 Purchase Option Other _____

Term and Lease

Lease Payment \$2,505.56 (plus taxes, if applicable)
 Term (Months) 36
 Payment Frequency Monthly

Variable Payment Schedule if applicable:
 (Attach "Payment Schedule Addendum" if necessary)

_____ payments @ _____; followed by _____ payments @ _____
 followed by _____ payments @ _____; followed by _____ payments @ _____

Payments are due in Arrears

Documentation Fee: \$75.00 (due with first invoice)

Additional Provisions:

Certain state and local government lessees must sign an additional addendum document.

Lessee

Cleveland, City of
Lessee Legal Name

Lessee "Doing Business As" Name

100 North Street
Billing Street Address

Cleveland, MS 38732
Billing City, State, Zip

662-843-5365
Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS
 BY SIGNING THIS SCHEDULE:
 (i) YOU UNDERSTAND THAT THIS SCHEDULE WILL COMMENCE ON THE DATE THAT ANY OF THE PRODUCTS ARE DELIVERED TO YOU; (ii) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (iii) YOU AGREE THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE; (iv) YOU AGREE THAT THIS SCHEDULE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED IN THE MASTER AGREEMENT; (v) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (vi) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vii) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (viii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS SCHEDULE.

LESSOR: Lenovo Financial Services
 10201 Centurion Parkway N. #100
 Jacksonville, FL 32256

LESSEE SIGNATURE

Cleveland, City of
Lessee Legal Name

X X
Authorized Signature Date Signed

X
Print Signer's Name

Print Signer's Title

Federal Tax ID Number

Authorized Signature Date Signed

Printed Name

Print Title

Print Title	Date Signed
-------------	-------------

Lenovo
Financial Services

CERTIFICATION OF ESSENTIAL USE

RE: Master State Local Government Lease Agreement #2040939, dated _____, 20_____
(hereinafter the "Agreement") by and between Lenovo Financial Services and Cleveland, City of
("Customer")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? _____

Our source of funds for payments due under the Agreement for the current fiscal year is _____

We expect and anticipate adequate funds to be available for all future payments due after the current fiscal year for the following reasons: _____

CUSTOMER: Cleveland, City of

By: _____
(Authorized Signature)

(Name and Title - printed or typed)

Date: _____

Lenovo
Financial Services

ELECTRONIC DEBIT AGREEMENT/AUTHORIZATION

The undersigned ("Customer"), directly or by its authorized representative, authorizes Lenovo Financial Services, its agents and assigns (collectively, "Creditor"), to initiate debit entries and to initiate, if necessary, adjustments for any debit entries to Customer's account, as identified below (the "Account"), relating to Customer's obligations under the Master State Local Government Lease Agreement, #2040939 signed by Customer on DATE CUSTOMER SIGNED AGREEMENT (the "Agreement") and hereunder. Customer acknowledges that this authorizes debits for lease payments, applicable taxes (and any increases therein), late charges, and, in the event of default, the full amount due under the Agreement. Customer agrees that Customer shall execute and deliver to or for the benefit of Creditor all such other authorizations as may be reasonably requested to affect the intent of this instrument. This authorization is to remain in full force and effect until Creditor have received written notice from Customer of the termination hereof in such time and in such manner as to afford Creditor a reasonable opportunity to act thereon.

Should funds not be available to Creditor from the Account when a payment is due under the Agreement, Customer agrees to pay Creditor any late charges payable under the Agreement and expenses incurred by Creditor. Customer, furthermore, agrees to provide Creditor thirty (30) days' written notice of Customer's intention to close the Account and debiting authorization on a replacement account.

Customer agrees to reimburse Creditor for all fees, charges and penalties Creditor may incur as the result of Customer's bank rejecting any automated clearing house (ACH) debits or credits due to insufficient funds or as the result of the bank account Customer provided to Creditor in the Electronic Payment Authorization (or otherwise) (the "Authorized Account") not being properly configured for ACH transactions.

If Customer is ever in Default, Creditor, with or without notice to Customer, may initiate, and Customer hereby authorize Creditor to initiate, ACH debit entries at any time to the Authorized Account for all past due amounts (inclusive of any late payment charges, and other amounts Customer is obligated to pay Creditor under the Agreement).

Customer acknowledges that the operating rules of the National Automated Clearing House Association (NACHA) govern automated clearing house (ACH) transactions involving such account. Customer certifies to Creditor and agrees that: (i) such account is a business or commercial bank account that is enabled for ACH transactions and is not "consumer bank account" (as defined below), and (ii) Customer will not transact business with Creditor, including receiving payments from Creditor or making payments to Creditor, through a consumer bank account. A "consumer bank account" is a deposit account established primarily for personal, family, or household purposes. A breach of the foregoing certification and agreement shall be Default under the Agreement.

Customer also authorizes Creditor to debit Customer's account for any Advance Payments due under the Agreement, upon receipt of this Electronic Debit Agreement/Authorization.

Cleveland, City of
Customer Name

Signature of Authorized Representative

Printed Name of Representative

Contact E-Mail Address

ACCOUNT INFORMATION

Account Number

Transit/Routing Number

Account Name

Bank Name/Branch

City, State, ZIP Code

****Please provide your bank with our Company ID #1870654126**

Lenovo
Financial Services

**DELIVERY & ACCEPTANCE
CERTIFICATE**

By signing this Certificate, you, the Lessee identified below, agree:

- A) That all products described in the Schedule to Master State & Local Government Lease Agreement (the "Agreement") identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Agreement; and
- B) That we, **Lenovo Financial Services**, are authorized to purchase the Equipment and start billing you under the Agreement.

Agreement No. 2040939		
Lessee Name: Cleveland, City of		
Authorized Signature		
X		
	Title	Date

Internal

ORDERED this February 2, 2026.

ORDER TO APPROVE EMPLOYEE ACTION RECOMMENDATIONS

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Abraham, and unanimously adopted, it is ordered to approve the employee action recommendations as presented.

*

*

*



Employee Action Recommendations
Monday, February 2, 2026

Employee Name	Type of Action	Requested Effective Date	Department		Job Title		Pay Rate	
			Currently	Requested	Currently	Requested	Currently	Requested
Toney Spivey	Promotion	2/2/2026	Public Works	Public Works	Equip. Op.	Heavy Eq- Sweeper Trk	\$13.91	\$14.89
Tiajon Butler	New Hire	2/2/2026		Public Works		Cemetery Laborer		\$13.39
Willie Aaron Smith	New Hire	2/2/2026		Public Works		Cemetery Laborer		\$13.39
Jakilveun Roby	New Hire	2/2/2026		Public Works		Street Laborer		\$13.39
Kevon Betties	New Hire	2/2/2026		Public Works		Street Laborer		\$13.39
George Smith III	New Hire	2/2/2026		Public Works		Street Laborer		\$13.39
Luke Robinson	New Hire	2/2/2026		Public Works		Equipment Operator		\$13.50

Notice: This document may contain confidential personnel information regarding job performance by City employees. Accordingly, it should not be released as a public record by an City official or employee without formal request according to Board approved policy and procedures without the redaction of such exempt information.

ORDERED this February 2, 2026.

ORDER FOR EXECUTIVE SESSION

After discussion, upon Motion by Alderman Bishop, second by Alderman Abraham, and unanimously adopted, it is ordered that the Board go into closed session to consider going into executive session to discuss an employee action recommendation, litigation update, and economic development issue.

ORDERED this February 2, 2026

After discussion, upon Motion by Alderman Bishop, second by Alderman Abraham, and unanimously adopted, it is ordered that the Board go into executive session to discuss an employee action recommendation, litigation update, and economic development issue.

ORDERED this February 2, 2026.

EXECUTIVE SESSION

Discussions ensued concerning each topic addressed in the above motion. However, no board action was taken, unless as noted otherwise.

ORDER TO AUTHORIZE POLICY FOR THE DONATION OF LEAVE TIME

After discussion, upon Motion by Alderman Abraham, second by Alderman Bishop, and unanimously adopted, it is ordered to authorize human resources to proceed with a policy for the donation of employee leave time to be implemented following board approval.

ORDERED this February 2, 2026.

ORDER TO APPROVE LITIGATION SETTLEMENT

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Abraham, and unanimously adopted, it is ordered to approve the settlement offer by Siemens Industry, Inc. and Mueller Systems, LLC resulting from the following litigation; City of Cleveland v. Siemens Industry, Inc.; Mueller Systems, LLC; and Chris McNeil, Bolivar County Circuit Court, Cause No. 06CI2:18-cv-55, as agreed upon in mediation. All parties have agreed to the monetary portion of a full, final, and complete settlement of the referenced case in the amount of \$3,000,000.00 to be paid as follows: \$1,450,000.00 by Siemens and \$1,550,000.00 by Mueller. The settlement agreement as presented herein includes the following terms: (1) City of Cleveland will sign full, final, and complete releases of all claims against Siemens and Mueller (known/unknown, etc.); (2) Siemens and Mueller will each sign a full, final, and complete release, releasing each other of all claims arising out of or related to City of Cleveland's water meter and AMI system and City of Cleveland's lawsuit against Siemens and Mueller; (3) the above referenced case will be dismissed with prejudice; and (4) Siemens and Mueller agree to pay the City's portion of the mediation charges.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into as of the 27th day of February 2026, by and on behalf of the City of Cleveland, Mississippi (the "City"), Siemens Industry, Inc. ("Siemens"), and Mueller Systems, LLC ("Mueller"), collectively the "Parties" and each individually a "Party."

RECITALS

WHEREAS, on or about May 30, 2012, the City and Siemens entered into a Performance Contracting Agreement (the "PCA"), which contemplated improvements to the City's water system, including by, among other things, installing an automated water metering system for the City (the "System");

WHEREAS, on or about September 21, 2012, the City and Siemens Public, Inc. entered into a Master Lease Purchase Agreement (the "Lease") under which the City would lease the equipment associated with the System;

WHEREAS, in connection with the PCA, Siemens purchased from a third party equipment for the System that had been manufactured by Mueller (the "Equipment") and that Equipment was subsequently installed in the City;

WHEREAS, on or about July 17, 2015, the City and Mueller entered into a Master Agreement (the "Master Agreement") related to their respective rights and responsibilities related to the Equipment, including warranty terms;

WHEREAS, on or about July 11, 2018, the City filed a Complaint in the Circuit Court of the Second Judicial Circuit of Bolivar County, Mississippi, styled *City of Cleveland, Mississippi v. Siemens Industry, Inc., Mueller Systems, LLC and John Does 1-10*, which was thereafter ultimately superseded by a Second Amended Complaint (the "Lawsuit"); and

WHEREAS, the Parties desire to settle and compromise the dispute and the Lawsuit among themselves, subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, for agreed and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual undertakings set forth herein, the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the terms below shall have the designated meanings.
 - a. **"Siemens Parties"** shall mean and refer to Siemens Industry, Inc., Siemens Public, Inc., Siemens Financial Services, and Siemens Corporation and any and all present and former parent companies, subsidiary companies, and affiliated companies, and each of their officers, directors, employees, agents, representatives, subcontractors, attorneys, insurers, successors, and assigns.

b. **“Mueller Parties”** shall mean and refer to Mueller Systems, LLC and Mueller Water Products, Inc. and any and all present and former parent companies, subsidiary companies, and affiliated companies, and each of their present and former officers, directors, members, employees, agents, representatives, subcontractors, attorneys, insurers, successors, and assigns.

2. Terms and Conditions Concerning Payment to City. Siemens shall pay the City the sum of \$1,450,000.00, and Mueller shall pay the City the sum of \$1,550,000.00 (collectively, the “Settlement Funds”), subject to the terms and conditions in this Agreement and consistent with reasonable wiring instructions from the City’s counsel. Such payments shall be made by wire transfer to the City within 30 days of the final dismissal of the Lawsuit with prejudice. The payment of the Settlement Funds is made solely in connection with the compromise of disputed civil claims asserted by the City in the Lawsuit, and no portion of the payment represents or includes a penalty, fine, assessment, or similar charge for violation of any federal, state, or municipal statute, regulation, ordinance, rule, or policy.

3. Use of Funds. The City shall have sole and exclusive authority and responsibility with regard to the use of the Settlement Funds. The Parties expressly acknowledge and agree that neither Siemens nor Mueller shall have any role in connection with the City’s allocation, use, or disbursement of the Settlement Funds. It shall be the City’s sole obligation to meet any and all obligations owed to any third parties, including but not limited to any obligations that the City may owe to bondholders. The Parties acknowledge and agree that neither this Settlement Agreement nor the payment of the Settlement Funds confers any right or benefit upon any third parties or other persons. No person or entity other than the Parties and released persons and entities, and their respective successors and assigns, shall have any enforceable right under this Agreement.

4. Final Dismissal. The Parties agree the Lawsuit shall be dismissed by entry of an order of dismissal with prejudice. A proposed order of dismissal with prejudice mutually agreeable to the Parties will be submitted to the chambers of Hon. Judge Charles E. Webster within 3 business days after occurrence of the later of the following events: (a) Counsel for the City informing Siemens’ counsel in writing that the Board of Aldermen of the City has fully, formally, and finally accepted and approved the terms of this Agreement, including having this Agreement spread upon the minutes of the Board of Aldermen and such minutes being formally approved in a meeting subsequent to the meeting for which the minutes are created (with supporting documentation of such actions being submitted to Siemens’ and Mueller’s counsel by the City’s counsel), and (b) execution of this Agreement by all Parties.

5. Release by the City. The City, to the full extent permitted by state and federal law, hereby releases and forever discharges the Siemens Parties and the Mueller Parties of and from any and all claims, demands, causes of action, suits, and claims of every kind or nature, known or unknown, which the City may now have or may have had at any time heretofore or may have at any time hereafter arising from or resulting from or in any manner incidental to any and every matter, thing or event, no matter what, occurring or failing to occur, at any time in the past up to and including the date hereof; and more

particularly, but without in any way limiting the generality of the foregoing, the City releases and forever discharges the Siemens Parties and the Mueller Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which the City may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of the negotiation, representations concerning, or performance of the PCA, the Master Agreement, or the Lease; and more particularly, without in any way limiting the generality of the foregoing, the City releases and forever discharges the Siemens Parties and the Mueller Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which the City may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of or in any way related to any act or omission of any of the Siemens Parties or the Mueller Parties with regard to the installation, maintenance, performance, design, or operation of the System or Equipment, including any of its component parts; and more particularly, but without in any way limiting the generality of the foregoing, the City releases and forever discharges the Siemens Parties and the Mueller Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which the City may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of any and all any claims that were or could have been asserted by the City in the Lawsuit. The foregoing shall be construed so as to provide the broadest general release by the City of the Siemens Parties and the Mueller Parties that is permissible under applicable law.

6. Covenant Not to Sue. Each of the Parties agrees that it will not commence, prosecute, or permit anyone within its control to commence or prosecute any action or other proceeding against any of the persons or entities that such Party has released under this Agreement with respect to the claims released herein, except to enforce this Agreement. This covenant is enforceable as a contract, separate and apart from the releases granted elsewhere in this Agreement. Breach of this covenant shall entitle the aggrieved Party to any and all damages resulting from such breach, including but not limited to reasonable attorneys' fees and costs incurred in connection with responding to any action brought in violation of this covenant.

7. Attorneys' Fees and Costs. Each of the Parties agrees to bear its own attorneys' fees and expenses incurred in connection with the Lawsuit and this Agreement or in otherwise carrying out this Agreement; provided, however, that Siemens and Mueller agree to equally share the fees and expenses of the mediator for the mediation that resulted in this Agreement.

8. Denial of Liability and No Admissions of Fact. All Parties acknowledge and agree that the Siemens Parties and the Mueller Parties deny any liability or wrongdoing whatsoever, including, but not limited to, any liability or wrongdoing in connection with the claims asserted by any Party in the Lawsuit or in any way relating to the PCA, the Lease, the Master Agreement, the System, or the Equipment. Furthermore, all Parties agree and acknowledge that the Siemens Parties and the Mueller Parties are making no admission

of any fact asserted by any Party in the Lawsuit or otherwise with regard to the PCA, the Lease, the Master Agreement, the System, or the Equipment.

9. Termination of Obligations. This Agreement terminates any and all obligations to the City that the Siemens Parties and/or the Mueller Parties may have had related to the PCA, the Lease, the Master Agreement, the System, or the Equipment and, likewise, terminates any and all obligations to the Siemens Parties and/or the Mueller Parties that the City may have had related to the PCA, the Lease, the Master Agreement, the System, or the Equipment.

10. Covenant of Cooperation. Each of the Parties agrees to execute any additional documents and take any further action that may reasonably be required to consummate this Agreement or otherwise to fulfill the obligations of such Party hereunder.

11. Capacity to File Lawsuit. The City declares and warrants that the City had the authority and capacity to file its claims in the Lawsuit and that it has the authority to consent to the dismissal of those claims. The City further represents and warrants that it has not assigned to any other person or party all or any portion of any claim whatsoever that the City may have against the Siemens Parties or the Mueller Parties.

12. Notice to Mississippi Development Authority. Within three (3) days of the execution of this Agreement, the City shall give written notice to the Mississippi Development Authority ("MDA") that this Agreement has been executed, and that the Agreement terminates and extinguishes any and all obligations by the Siemens Parties or the Mueller Parties in relation to the PCA, the Lease, the Master Agreement, the System, or the Equipment. The City shall simultaneously provide a copy of such written notice to Siemens and Mueller.

13. No Reliance on Representations. Each of the Parties declares and warrants that no representations made by any agent or attorney of any of the other Parties concerning the validity or merit of any claim has induced the warranting party to enter into this Agreement and that each of the Parties is acting upon its own best judgment, belief, and knowledge of the nature and validity of any and all claims or potential claims in entering into this Agreement, and that each of the Parties is acting with the advice of legal counsel chosen by it, and has had a full and fair opportunity to consult with counsel regarding this Agreement and all matters referenced herein.

14. Mistake of Fact and Waiver. Each of the Parties accepts and assumes the risk of discovering facts that could have affected its decision to enter into this Agreement, and each of the Parties agrees that all the terms of this Agreement shall be in all respects effective and not subject to termination or rescission due to discovery of additional or different facts. Each of the Parties also agrees, represents, and warrants that it realizes and acknowledges that factual matters that may be discovered in the future could give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses which are presently unknown, unanticipated, or unexpected; that such Party is not relying on any other Party to disclose any such unknown matters; and each Party further agrees, represents, and warrants that this Agreement has been negotiated and agreed upon

in light of that circumstance. The Parties expressly waive any claim for fraud in the inducement of this Agreement.

15. Representations and Warranties. The Parties make no representations or warranties of any kind to each other except as specifically set out in this Agreement.

16. Destruction of Documents. The Parties shall comply with Paragraph 18 of the Protective Order dated July 18, 2023, entered in the Lawsuit.

17. Binding Nature of Settlement Agreement. Each of the Parties agrees that, to the fullest extent permitted by applicable law, the heirs, administrators, executors, successors and assigns of the Parties shall be fully bound by this Agreement and all provisions hereof, just as each of the Parties is bound, and each of the Parties agrees that each and every provision of this Agreement inures to the benefit of each of the other Parties and his, her, or its heirs, administrators, executors, successors and assigns.

18. Beneficiaries. Except as expressly provided herein, this Agreement is intended to confer rights and benefits only on the Parties and the persons or entities released in this Agreement and their respective successors and assigns. This Agreement is not intended to confer any right or benefit upon any other third parties or other persons. No person or entity other than the Parties and released persons and entities, and their respective successors and assigns, shall have any enforceable right under this Agreement. All rights of action for any breach of this Agreement are expressly reserved for the Parties and the persons and entities released under this Agreement, and their respective successors and permitted assigns.

19. Choice of Law. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Mississippi without reference to conflict of law provisions.

20. Ambiguity. This Agreement has been prepared by the combined efforts of the Parties and their respective attorneys. No party may claim that any ambiguity of any term, word, phrase, or provision of this Agreement is to be construed against another Party on the grounds that the other Party is the drafter of the term, word, phrase, or provision in question. Accordingly, the Parties expressly waive any rule or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it.

21. Choice of Venue. All disputes relating to or arising out of this Agreement shall be presented to the Circuit Court of the Second Judicial District for Bolivar County, Mississippi for resolution.

22. Entire Agreement. This Agreement contains the sole and entire agreement between the parties with respect to the settlement of the claims in the Lawsuit, and this Agreement supersedes any previous understandings, representations, commitments, or agreements, oral or written. There are no conditions precedent to the effectiveness of this Agreement other than as set forth expressly in this Agreement.

23. Severability. If any provision or part of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable unless, due to the severance of the applicable term, Siemens or Mueller determines that either (a) the Agreement fails of its essential purpose or (b) the severance causes a failure or diminution of consideration for the payment being made by Siemens or Mueller pursuant to paragraph 2.

24. Modification. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the Parties hereto.

25. Authority. Each Party expressly warrants and represents that the representative signing this Agreement on behalf of such Party has the authority to sign this Agreement on behalf of such Party and to bind such Party to the terms of this Agreement.

26. Execution of this Agreement. This Agreement may be enforced by specific performance. This Agreement may be executed in one or more counterparts, all of which, when taken together, will be deemed to constitute the Agreement. Scanned copies of the executed Agreement from a Party shall be deemed to be one and the same as an original signed Settlement Agreement.

In witness whereof, the undersigned have set their hands on the date shown below.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

J. Paul Janush
On behalf of CITY OF CLEVELAND, MISSISSIPPI
Printed name: J. Paul Janush
Date: 3/2/2026

Robert Kelly
Robert Kelly
3/3/26

Ryszard Rodzik
On behalf of SIEMENS INDUSTRY, INC.
Printed name: Ryszard Rodzik
Date: 3/3/2026

Adam Donnelly
Adam Donnelly (Feb 26, 2026 12:05:19 EST)
On behalf of MUELLER SYSTEMS LLC
Printed name: Adam Donnelly
Date: 02/26/2026

ORDERED this February 2, 2026.

ORDER TO UNTABLE PLANNING COMMISSION RECOMMENDATION TO CONSIDER CHANGES TO LAND DEVELOPMENT ORDINANCE REGARDING ZONING

After discussion, upon Motion by Alderman Gainspoletti, second by Alderwoman Wince, it is ordered to untable the Planning Commission recommendation to consider changes to the Land Development Ordinance to allow package/liquor stores in the B-2 and within 500 feet of the B-2H zoning districts by Special Exception and open the topic for discussion.

ORDERED this February 2, 2026.

ORDER TO DENY ZONING CHANGES TO LAND DEVELOPMENT ORDINANCE

After discussion, upon Motion by Alderman Gainspoletti, second by Alderwoman Wince, and unanimously adopted, it is ordered to deny the requested changes to the Land Development Ordinance that would allow package/liquor stores in the B-2 and within 500 feet of the B-2H zoning districts by Special Exception.

ORDERED this February 2, 2026.

Upon Motion by Alderman Bishop, second by Alderman Abraham, and unanimously adopted, it is ordered that the Board come out of executive session and re-enter open session

ORDER TO ADJOURN

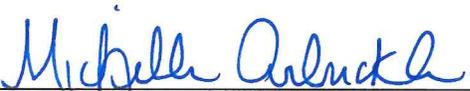
With there being no further business of the Board that still needs attention, upon motion duly made by Alderman Bishop, second by Alderman Abraham, and unanimously adopted, it is ordered that the Regular Board Meeting of February 2, 2026, be adjourned.

ORDERED this February 2, 2026.



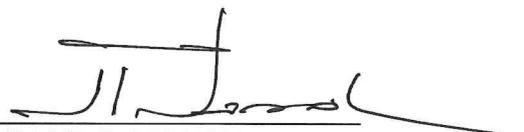
J. PAUL JANOUSH, Mayor

Attest:



MICHELLE ARBUCKLE, City Clerk

Minutes approved this 2nd day of March, 2026.



J. PAUL JANOUSH, Mayor

Attest



MICHELLE ARBUCKLE, City Clerk

EXHIBIT A

Upon presentation and examination of the minutes of the January 5th and January 20th meetings, it is ordered that the minutes of said meetings are approved as a part of the consent agenda.

BE IT RESOLVED AND ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLEVELAND, MISSISSIPPI that the transfers and claims detailed on the Municipal Claims Docket of said City for claims entered from January 21st – January 31st aggregating \$899,747.76 and all 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 as a part of the consent agenda.

ORDERED, ADJUDICATED, AND FOUND, and unanimously adopted as a part of the consent agenda, 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 Notice for MCA 21-19-11
February 2, 2026

Site Address	Parcel #	Legal	Owner Name	Owner Address	Owner City	Complaint
200 North Street	33-21-275-00-04200	Lot 43 & 11 of West Side of Lot 42 Except	Preston Cole Ellis Holdings, LLC	215 Cotton Row	Cleveland, MS 38732	Pile of debris behind building
615 S. Bayou Avenue	33-21-410-00-00700	Lot 7 Except North 25 & All of Lot 8 Nance	Jordan Rental Properties, LLC	P. O. Box 2484	Madison, MS 39130	Overgrown grass and limbs
602 Sixth Avenue	33-20-100-00-02000	Lot 20 Church Brothers First	Joe Balducci Jr.	602 Sixth Avenue	Cleveland, MS 38732	Vehicles in yard
1513 Arnold Avenue	33-28-270-00-03000	Lot 30 of Subdivision of Lot 97	Essie Bates	622 N. Bayou Avenue	Cleveland, MS 38732	Dilapidated structure
404 White Street	33-28-260-02-00300	Lots 3, 4 Blk 2 Fairlawn Subdivision	Reneal & Margaret J. Little	P.O. Box 304	Cleveland, MS 38732	Dilapidated structure
506 White Street	33-28-900-00-04600	A Lot 115' by 120' IRR in N 1/2 of NW 1/4	Quest Trust Company	17171 Park Row Drive, Suite 100	Houston, TX 77084	Dilapidated structure
903 S. Chrisman Avenue	33-21-900-00-23900	A Lot 105 Ft by 50 Ft in NW 1/4 of SE 1/4 S21 T22 R5	Leo Foster c/o Shirley Carter & Gary Thigpen	903 S. Chrisman Avenue	Cleveland, MS 38732	Dilapidated structure and abandoned vehicle
402 South Street	33-21-900-00-02800	A Lot 100 X 150 at	Bennie S. Gooden Jr.	Box 1531	Cleveland, MS 38732	Dilapidated structure
104 East End Street	33-21-395-00-01500	Lot 15 McLean Addition Cleveland	Charles, Audrey, Joyce & Sharon Fitzpatrick c/o Joyce M. Fitzpatrick-Forbes	13918 McClure Avenue, Suite 2	Paramount, CA 90723	Dilapidated structure
504 Avery Street	33-21-820-01-06600	Part of west side of Lot 67 & of south 1/2 of Lot 66 Blk 1	7 Y Investments, LLC	525 Frederick Drive	Cleveland, MS 38732	Junk in yard & trailer full of junk and tires
506 Glassco Street	33-28-265-00-00500	West 22.6 of Lot 5 Fairlawn 2nd Subdivision	Jessie Sandifer & Sylvia Bland	504 Glassco Street	Cleveland, MS 38732	Burned structure (shed) in rear yard
202 Ethel Street	33-21-030-09-00200	Lot 2 Blk 9 Cleveland	Eugene Acoff Jr. et al. c/o Gloria Wesley	52 Second Street	Renova, MS 38732	Dilapidated structure (roof)

700 S. Court Street	33-20-135-09-00900	Lot 9 & 10 Blk 9 College Heights Addition	Sast Properties, LLC	527 Robinson Drive	Cleveland, MS 38732	Trash and furniture around dumpster
1831 Southland Drive	33-28-660-00-03400	Lot 34 Southland 2nd Addition S28	Charles & Sonji Harvey	P.O. Box 132	Duncan, MS 38740	Junk & junk vehicles in yard
1815 Southland Drive	33-28-660-00-02900	Lots 29, 30, 31, 32, 33 Southland 2nd	Roosevelt Whitfield	1815 Southland Drive	Cleveland, MS 38732	Junk in yard, full of appliances

Unanimously adopted as part of the consent agenda, it is ordered to approve the February 2026 towing of nuisance vehicles as listed.

Car Tows
February 2, 2026

Case Date	Site Address	Complaint	Description
1/22/2026	1720 S. Chrisman Avenue	Inoperable vehicle blocking sweeping operations w/flats	Blue Chevrolet Uplander LS Tag # BLL 886 Exp. 10/25
1/22/2026	614 Jane Street	Camper parked in yard	White camper no tag
1/22/2026	701 Rosemary Road	Camper parked in front yard	White camper Tag # X0958X Exp. 08/26
1/22/2026	605 Sixth Avenue	Camper in yard	White Jayco Camper no tag
1/22/2026	306 S. Bolivar Avenue	Utility trailer parked in the street blocking sweeping operations w/flats & no tag	Utility trailer with no tag
1/21/2026	1511 Arnold Avenue	Abandoned vehicle on vacant lot	No descriptions tarp over vehicle
1/21/2026	1511 Arnold Avenue	Abandoned utility trailer on vacant lot	Utility trailer no tag
1/13/2026	401 N. Davis Avenue, Suite C	Abandoned & inoperable vehicle on flat with no front windows	Tan Cadillac Sedan DeVille Tag A47549

Unanimously adopted as part of the consent agenda, it is ordered to approve the request to continue the State of Emergency declared due to the Hail Storm of June 16, 2023.



Memo

To: Mayor and Board of Aldermen

From: Michelle Arbuckle

CC: Ashley Vickers

DATE: February 2, 2026

RE: State of Emergency Update

In an effort to update you as to the status of the ongoing state of emergency which was declared on August 7th, 2023, I have included a brief summary of the events that have occurred since the previous update of January 5, 2026.

The contract for repairs to the ball field lights remains pending.



Unanimously adopted as part of the consent agenda, it is ordered to approve the Shelby Sewer Basin Rehabilitation Project – Suncoast Infrastructure Inc – Pay Request #11.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S24117-11

To: City of Cleveland, MS
 Customer: 100 North Street
 Cleveland, MS 38732

Project S24117- 2024 Shelby Sewer Basin Rehab. Via Engineer Eley/McPherson Engineering, P.A.
 MCM117-2-CW 5.5.Cleveland, MS 306 Third Street
 Cleveland, MS 38732

Application No. JB App #11
 Period From: 12/1/2025
 Period To: 12/31/2025

Distribution to:
 Owner
 Engineer
 Contractor

From Contract to: Suncoast Infrastructure, Inc.
 P.O. Box 397
 1858 Hwy 49 South
 Florence, MS 38073

Owner: City of Cleveland
 P.O. Box 1438
 Cleveland, MS 38732

External N/A
 Contract No.
 Contract Date: 8/5/2024

Application Date: 1/13/2026

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- 1. Original Contract Sum \$1,649,575.70
- 2. Net Change By Change Order \$164,027.70
- 3. Contract Sum To Date \$1,813,603.40
- 4. Work Completed To Date \$1,488,135.67
- 5. Stored Materials Inventory \$0.00
- 6. Total Completed and Stored To Date \$1,488,135.67
- 7. Retainage
 - a. Maximum Retainage is not in effect, \$0.00
 - b. Securities are not furnished in lieu of Retainage, \$74,406.79
 - c. Retainage on Work Completed to Date 5.00 % \$0.00
 - d. Retainage on Stored Materials Inventory 0.00 % \$74,406.79
 - e. Total Calculated Retainage \$74,406.79
 - f. Total Retainage To Be Withheld \$1,413,728.88
- 8. Total Earned Less Retainage \$1,212,291.10
- 9. Less Previous Certificates For Payments \$201,437.78
- 10. Current Payment Due \$399,874.52
- 11. Balance to Finish, Plus Retainage

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$149,003.55	\$0.00
Total Approved this Month	\$15,024.15	\$0.00
TOTALS	\$164,027.70	\$0.00
Net Changes By Change Order	\$164,027.70	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Suncoast Infrastructure, Inc.

By: _____ Date: 1/13/2026

State of: Mississippi County of: Rankin
 Subscribed and sworn to before me this 13th day of January 2026

Notary Public: _____
 My Commission expires: January 12, 2027

ENGINEER'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **\$201,437.78**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Unanimously adopted as part of the consent agenda, it is ordered to approve the Bear Pen Parking Lot Project – Joe Reed & Company Inc – Invoice 15274.

Joe Reed & Company, Inc
 PO Box 145
 Boyle, MS 38730-0145 US
 joereedco@yahoo.com

Invoice

BILL TO
 CITY OF CLEVELAND
 P.O. BOX 1439
 CLEVELAND, MS 38732

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
15274	01/20/2026	\$8,220.00	02/19/2026	Net 30	

P.O. NUMBER
 BEAR PEN

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	BC	BOB CAT	22	105.00	2,310.00
	2	EXCAVATOR RENTAL	7	150.00	1,050.00
	V	VIBRATORY ROLLER / COMPACTOR	16	85.00	1,360.00
	T	TRAILER TRUCK	28	125.00	3,500.00
		BALANCE DUE			\$8,220.00

Unanimously adopted as part of the consent agenda, it is ordered to approve the Apron Expansion and Taxiway Connector Project – Barge Design – Invoice 239369.



Attention: Clint Johnson
City of Cleveland, MS
PO Box 1439
Cleveland, MS 38732-1439

Invoice : 0000239369
Invoice Date : 1/9/2026
Project : 3491915
Project Name : RNV Apron Expansion & Taxiway
 Connector (Construction Phase)
Bill Term : **

For Professional Services Rendered Through 12/26/2025

	Fee	% Complete	Billings		
			To Date	Previous	Current
LS - LS	0.00	0.00	0.00	0.00	0.00
7000 - Bidding Services	10,700.00	100.00	10,700.00	0.00	10,700.00
7100 - Contract Administration Services	100,400.00	79.45	79,767.80	0.00	79,767.80
7200 - Project Closeout Services	10,400.00	0.00	0.00	0.00	0.00
7130 - RPR					100,456.03
Multiplier Labor	80,057.32				
Expenses	9,033.51				
Unit Rate Expense	11,365.20				
Total Expense	20,398.71				
3900 - Construction Survey					4,625.00
Expenses	4,625.00				
9100 - Material Testing					12,264.60
Expenses	12,264.60				
			Current Billings		207,813.43
			Amount Due This Bill		<u>207,813.43</u>

Total Fee : 324,000.00
To Date Billings : 207,813.43
Total Remaining : 116,186.57

D. KEITH SHIPPEY

**** - Default

Multiplier Labor

Class / Employee

	<u>Date</u>	<u>Hours</u>	<u>Amount</u>
CONSTRUCTION REPRESENTATIVE-GRADE 5			
CURTIS W. UNDERHILL	8/26/2025	4.00	585.13
	8/28/2025	4.00	585.13
	9/4/2025	5.00	764.40
	9/9/2025	8.00	1,223.04
	9/11/2025	4.00	611.52
	9/15/2025	4.00	611.52
	9/19/2025	10.00	1,528.80
	9/22/2025	4.00	611.52
	9/24/2025	8.00	1,223.04
	9/26/2025	4.00	611.52
	10/6/2025	4.00	611.52
	10/9/2025	10.00	1,528.80
	10/10/2025	4.00	611.52
	10/13/2025	4.00	611.52
	10/14/2025	2.00	305.76
	10/17/2025	10.00	1,528.80
	12/9/2025	8.00	1,223.04
Total CURTIS W. UNDERHILL		97.00	14,776.58
T. MATTHEW SAWYER	9/3/2025	8.00	883.22
	9/8/2025	2.00	220.81
	9/9/2025	8.00	883.22
	9/15/2025	11.00	1,214.43
	9/16/2025	10.00	1,104.03
	9/17/2025	10.50	1,159.23
	9/18/2025	8.50	938.42
	9/18/2025	1.50	191.10
	9/22/2025	12.00	1,324.83
	9/23/2025	12.00	1,324.83
	9/24/2025	8.00	883.22
	9/26/2025	2.00	220.81
	9/29/2025	10.00	1,104.03
	9/29/2025	1.00	127.40
	9/30/2025	10.00	1,104.03
	10/1/2025	10.00	1,104.03
	10/2/2025	10.00	1,104.03
	10/6/2025	8.00	883.22
	10/7/2025	8.00	883.22
	10/8/2025	8.00	883.22
	10/13/2025	10.00	1,104.03
	10/14/2025	10.00	1,104.03
	10/15/2025	10.00	1,104.03
	10/16/2025	10.00	1,104.03
	10/20/2025	8.00	883.22
	10/20/2025	2.00	254.80
	10/21/2025	8.00	883.22

**** - Default

Multiplier Labor

Class / Employee

CONSTRUCTION REPRESENTATIVE-GRADE 5

<i>Date</i>	<i>Hours</i>	<i>Amount</i>
10/21/2025	2.00	254.80
10/22/2025	8.00	883.22
10/22/2025	2.00	254.80
10/24/2025	10.00	1,104.03
10/24/2025	2.00	254.80
10/27/2025	6.00	662.42
10/28/2025	2.00	220.81
10/29/2025	4.00	441.61
10/30/2025	4.00	441.61
11/3/2025	10.00	1,104.03
11/4/2025	2.00	220.81
11/5/2025	8.00	883.22
11/6/2025	2.00	220.81
11/7/2025	2.00	220.81
11/10/2025	11.50	1,269.63
11/11/2025	12.00	1,324.83
11/13/2025	8.50	938.42
11/13/2025	6.50	828.10
11/17/2025	10.50	1,159.23
11/18/2025	13.50	1,490.43
11/19/2025	8.00	883.22
11/19/2025	4.00	509.60
11/20/2025	8.00	883.22
11/20/2025	2.00	254.80
11/24/2025	10.00	1,104.03
11/25/2025	10.00	1,104.03
11/26/2025	13.50	1,490.43
12/1/2025	10.00	1,104.03
12/2/2025	8.00	883.22
12/3/2025	11.00	1,214.43
12/4/2025	11.00	1,214.43
12/8/2025	8.00	883.22
12/8/2025	6.50	828.10
12/9/2025	8.00	883.22
12/9/2025	3.50	445.90
12/10/2025	8.00	883.22
12/10/2025	7.00	891.80
12/11/2025	8.00	883.22
12/11/2025	4.00	509.60
12/12/2025	8.00	883.22
12/12/2025	4.00	509.60
12/15/2025	8.00	883.22
12/16/2025	8.00	883.22
12/17/2025	8.00	883.22
12/17/2025	4.00	509.60

**** - Default

Multiplier Labor

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Amount</i>
CONSTRUCTION REPRESENTATIVE-GRADE 5			
	12/18/2025	8.00	883.22
	12/19/2025	8.00	883.22
	12/22/2025	6.00	662.42
Total T. MATTHEW SAWYER		553.50	61,991.77
Total CONSTRUCTION REPRESENTATIVE-GRADE 5		650.50	76,768.35
PROFESSIONAL - GRADE 7			
RANDALL A. HUDGINGS	12/10/2025	8.00	2,505.88
	12/22/2025	2.50	783.09
Total RANDALL A. HUDGINGS		10.50	3,288.97
Total PROFESSIONAL - GRADE 7		10.50	3,288.97
Total Multiplier Labor			80,057.32

Expenses

<i>Account / Vendor</i>	<i>Doc Number</i>	<i>Date</i>	<i>Amount</i>
MEALS AND PER DIEM			
CURTIS W. UNDERHILL	ER00024599	12/9/2025	7.51
	ER00024599	12/9/2025	70.00
Total CURTIS W. UNDERHILL			77.51
RANDALL A. HUDGINGS	ER00024528	12/10/2025	67.00
Total MEALS AND PER DIEM			144.51
OUTSIDE CONSULTANTS			
Eley McPherson Engineering, P.A.	0000010330	12/18/2025	8,889.00
Total Expenses			9,033.51

Unit Rate Expenses

<i>Account / Unit / Vendor</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
E-EXPENSE MILEAGE REIMB			
E-Expense Mileage Reimb. Allowable			
CURTIS W. UNDERHILL	1,767.00	0.700	1,236.90
RANDALL A. HUDGINGS	285.00	0.700	199.50
T. MATTHEW SAWYER	269.00	0.700	188.30
Total E-Expense Mileage Reimb. Allowable	2,321.00		1,624.70
Total E-EXPENSE MILEAGE REIMB			1,624.70
TRANSPORTATION AND TRAVEL EXPENSE			
COMPANY VEHICLES			
T. MATTHEW SAWYER	13,915.00	0.700	9,740.50
Total TRANSPORTATION AND TRAVEL EXPENSE			9,740.50
Total Unit Rate Expenses			11,365.20

Total Bill Task: ** - Default**

100,456.03

3900 - Construction Survey

<i>Expenses Account / Vendor</i>	<i>Doc Number</i>	<i>Date</i>	<i>Amount</i>
OUTSIDE CONSULTANTS			
Eley McPherson Engineering, P.A.	0000010330	12/18/2025	4,625.00
Total Expenses			4,625.00

9100 - Material Testing

Expenses

<u>Account / Vendor</u>	<u>Doc Number</u>	<u>Date</u>	<u>Amount</u>
OUTSIDE CONSULTANTS			
Eley McPherson Engineering, P.A.	0000010330	12/18/2025	12,264.60
Total Expenses			12,264.60

Total Project: 3491915 - RNV Apron Expansion & Taxiway Connector (Construction Phase)

117,345.63

Unanimously adopted as part of the consent agenda, it is ordered to approve the Apron Expansion and Taxiway Connector Project – Roy Collins Construction Company Inc. – Pay Requests #4 and #5.



January 20, 2026

File 3491914

(VIA EMAIL)

Clint Johnson, Airport Manager
Cleveland Municipal Airport
1021 Terminal Road
Cleveland, Mississippi
(662) 843-8936

**RE: APPLICATION & CERTIFICATION FOR PAYMENT NO. 4
North Ramp Expansion & Taxiway Connector
SOG #3-28-0015-031-2025
SMIFA #0015-0125**

Dear Mr. Johnson,

Please find enclosed Application and Certificate for Payment No. 4 from Roy Collins Construction Company, Inc. for the referenced project. The payment application is for work completed through December 2025.

We have reviewed the pay request and recommend payment in the amount of \$248,334.75.

If you have any questions, please call me at (870) 351-0542.

Sincerely,

A handwritten signature in blue ink that reads "James E. Malone".

James E. Malone, PE
Project Engineer

cc: Christopher Stewart, FAA-Program Manager (via email)
Josh Stubbs, MDOT-Aeronautics (via email)
Randy Hudgings, Barge Design Solutions (via email)
Curtis Underhill, Barge Design Solutions (via email)
Josh McPherson, Eley-McPherson Engineering (via email)

enclosure

60 GERMANTOWN COURT // SUITE 100 // MEMPHIS // TENNESSEE // 38018 // 901-755-7166 // BARGEDESIGN.COM

Department of Transportation
Federal Aviation Administration
CONTRACTOR'S PERIODIC PAY REQUEST

SPONSOR'S NAME AND ADDRESS
Clint Johnson
PO Box 1439, 1021 Terminal Road
Cleveland, MS 38732

OFFICIAL NAME AND LOCATION OF AIRPORT
Cleveland Municipal Airport (RNV)
Cleveland, MS

CONTRACTOR'S NAME AND ADDRESS
Roy Collins Construction Company, Inc.
406 3rd Street
Cleveland, MS 38732

PROJECT NAME/DESCRIPTION OF WORK:
North Ramp Expansion & Taxiway Connector Project

Project No.: **34919-14**

Estimate No.: **4**

Through:

Percent of Completion: **60**
Sponsor's Contract Number:
SOG 3-28-0015-031-2025
SMIFA-0015-0125

ITEM NO.	SPEC NO.	DESCRIPTION OF ITEM	AWARD QTY	UNIT	UNIT PRICE	BREAKDOWN OF PAY REQUEST				TOTAL WORK TO DATE			
						AMOUNT	QTY	AMOUNT	TOTAL WORK PREVIOUS	QTY	AMOUNT	QTY	% COMPL
1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM	1	LS	\$29,000.00	\$29,000.00	0	\$0.00	0.49	\$14,210.00	0.49	\$14,210.00	49.00
2	PLANS	LIGHTING DEMOLITION REMOVAL OF EXISTING PIPE, 8" AND ABOVE	1	LS	\$1,775.00	\$1,775.00	0	\$0.00	1	\$1,775.00	1	\$1,775.00	100.00
3	202-B	EROSION CONTROL SILT FENCE	81	LF	\$13.14	\$1,064.34	0	\$0.00	81	\$1,064.34	81	\$1,064.34	100.00
4	C-102.5.1	MOBILIZATION	1056	LF	\$3.50	\$3,696.00	0	\$0.00	900	\$3,150.00	900	\$3,150.00	85.23
5	C-105	UNCLASSIFIED EXCAVATION	1	LS	\$29,000.00	\$29,000.00	0	\$0.00	0.5	\$14,500.00	0.5	\$14,500.00	50.00
6	P-152-4.1	EMBANKMENT IN PLACE	1022	CY	\$17.52	\$17,905.44	0	\$0.00	1795	\$31,448.40	1795	\$31,448.40	175.64
7	P-152-4.2	LIME-TREATED SUBGRADE	3149	CY	\$27.38	\$86,219.62	0	\$0.00	3149	\$86,219.62	3149	\$86,219.62	100.00
8	P-155-8.1	CRUSHED AGGREGATE	5510	SY	\$25.63	\$141,221.30	0	\$0.00	0	\$0.00	0	\$0.00	0.00
9	P-209-5.1	BASE COURSE REMOVAL & RESET OF RIPRAP	1825	TONS	\$81.00	\$147,825.00	0	\$0.00	2426.89	\$196,578.09	2426.89	\$196,578.09	132.98
10	249-B	8" REINFORCED CONCRETE PAVEMENT	49	SY	\$93.00	\$4,557.00	0	\$0.00	49	\$4,557.00	49	\$4,557.00	100.00
11	P-501.8.1	56"X36" REINFORCED CONCRETE PIPE	5407	SY	\$111.00	\$600,177.00	2355	\$261,405.00	2032.89	\$225,650.79	4387.89	\$487,055.79	81.15
12	603-CA	56"X36" REINFORCED CONCRETE PIPE	136	LF	\$409.00	\$55,624.00	0	\$0.00	136	\$55,624.00	136	\$55,624.00	100.00
13	603-CB	88"X54" REINFORCED CONCRETE PIPE	2	EA	\$9,855.00	\$19,710.00	0	\$0.00	2	\$19,710.00	2	\$19,710.00	100.00
14	603-CA	88"X54" REINFORCED CONCRETE PIPE	224	LF	\$870.14	\$194,911.36	0	\$0.00	224	\$194,911.36	224	\$194,911.36	100.00
15	603-CB	PERMANENT PAVEMENT MARKING, REFLECTIVE YELLOW	2	EA	\$16,425.00	\$32,850.00	0	\$0.00	2	\$32,850.00	2	\$32,850.00	100.00
16	P-620-5.1		117	SF	\$24.00	\$2,808.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00

17	P-620-5.2	PERMANENT PAVEMENT MARKING, NON-REFLECTIVE BLACK	234	SF	\$18.00	\$4,212.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00
18	815-A	300 LB RIPRAP	162	TONS	\$104.00	\$16,848.00	0	\$0.00	195.02	\$20,282.08	195.02	\$20,282.08	0	\$0.00	120.38	\$0.00	0.00		
19	T-904-5.1	SOLID SODDING	2569	SY	\$4.80	\$12,331.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00		
20	T-905-5.1	TOPSOILING (OBTAINED ON SITE)	350	CY	\$17.50	\$6,125.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00		
21	T-908-5.1	MULCHING	0	SY	\$240.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!	0.00			
22	L-108-5.1	NO. 8 AWG - CABLE	1273	LF	\$5.68	\$7,230.64	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00		
23	L-108-5.2	NO. 6 AWG COUNTERPOISED WIRE	1273	LF	\$3.48	\$4,430.04	0	\$0.00	65	\$226.20	65	\$226.20	0	\$0.00	5.11	\$0.00	0.00		
24	L-110-5.1	NON-ENCASED CONDUIT	1051	LF	\$13.80	\$14,503.80	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00		
25	L-110-5.2	DUCT BANK (4-WAY)	60	LF	\$66.80	\$4,008.00	0	\$0.00	60	\$4,008.00	60	\$4,008.00	0	\$0.00	100.00	\$0.00	0.00		
26	L-115-5.2	ELECTRICAL JUNCTION BOX	2	EA	\$1,871.00	\$3,742.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00		
27	L-125-5.1	EDGE LIGHT, BASE MOUNTED	17	EA	\$2,166.00	\$36,822.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00		
28	L-125-5.2	AIRFIELD SIGN (3-MODULE, SIZE 1, STYLE 2, CLASS 2)	1	EA	\$11,755.00	\$11,755.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00		
29	T-901-5.1	HYDROSEED	2	ACRE	\$7,300.00	\$14,600.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00		
30	CO3-1	RELOCATE FIRE HYDRANT	1	LS	\$2,175.65	\$2,175.65	0	\$0.00	1	\$2,175.65	1	\$2,175.65	1	\$2,175.65	100.00	\$0.00	0.00		
31	CO3-2	AIRCRAFT TIE-DOWNS	15	EA	\$593.90	\$8,908.50	0	\$0.00	9	\$5,345.10	9	\$5,345.10	9	\$5,345.10	60.00	\$0.00	0.00		

SUPPLEMENTAL AGREEMENT NO. 1 (SMIFA-0015-0125)

SA1-1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM	1	LS	\$24,600.00	\$24,600.00	0	\$0.00	0.39	\$9,594.00	0	\$9,594.00	0	\$0.00	39.00	\$0.00	0.00
SA1-2	C-102.5.1	EROSION CONTROL SILT FENCE	414	LF	\$3.60	\$1,449.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00
SA1-3	C-105	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00	0.00	\$0.00	0.50	\$5,000.00	0.50	\$5,000.00	0	\$0.00	50.00	\$0.00	0.00
SA1-4	P-152-4.1	UNCLASSIFIED EXCAVATION	250	CY	\$17.52	\$4,380.00	0	\$0.00	250	\$4,380.00	250	\$4,380.00	100.00	\$0.00	100.00	\$0.00	0.00
SA1-5	P-152-4.2	EMBANKMENT IN PLACE	2221	CY	\$27.38	\$60,810.98	0	\$0.00	1,803	\$49,366.14	1,803	\$49,366.14	81.18	\$0.00	81.18	\$0.00	0.00
SA1-6	P-155-8.1	LIME-TREATED SUBGRADE	3457	SY	\$25.63	\$88,602.91	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00
SA1-7	MDOT 304	CRUSHED AGGREGATE BASE COURSE	1100	TONS	\$81.00	\$89,100.00	0	\$0.00	1,100	\$89,100.00	1,100	\$89,100.00	100.00	\$0.00	100.00	\$0.00	0.00
SA1-8	P-501.8.1	8" REINFORCED CONCRETE PAVEMENT	3560	SY	\$111.00	\$395,160.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00
SA1-9	T-901-5.1	HYDROSEED	1	ACRE	\$7,300.00	\$7,300.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00
SA1-10	T-904-5.1	SOLID SODDING	930	SY	\$4.80	\$4,464.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00
SA1-11	L-108-5.1	NO. 8 AWG - CABLE	254	LF	\$5.68	\$1,442.72	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00
SA1-12	L110-5.1	NON-ENCASED CONDUIT	126	LF	\$13.80	\$1,738.80	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00
SA1-13	L-125-5.1	EDGE LIGHT, BASE MOUNTED	2	EA	\$2,166.00	\$4,332.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00
GRAND TOTAL CONTRACT AMOUNT						\$2,209,416.30		\$261,405.00		\$1,071,725.77		\$1,333,130.77		\$1,333,130.77	60.34		

TOTAL WORK PERFORMED TO DATE		\$1,333,130.77
TOTAL AMOUNT OF STORED MATERIAL		\$0.00
SUBTOTAL		\$1,333,130.77
LESS RETAINAGE @ 5%		\$66,656.54

LESS PREVIOUS PAYMENTS
 TOTAL AMOUNT OF THIS PAY REQUEST

\$1,018,139.48
 \$248,334.75

CERTIFICATION OF CONTRACTOR - I hereby certify that the work performed and the materials supplied to date, as shown on this pay request, represents the actual value of accomplishment under the terms of this contract in conformity with the approved plans and specifications; that the quantities shown were properly determined and are correct; and that there has been full compliance with all labor provisions included in the contract identified above, and in all subcontracts made under this contract.

DATE 12/17/2025 CONTRACTOR'S NAME Roy Collins Construction Company, Inc.

TITLE OWNER SIGNATURE Chris Collins

CONCURRENCE AND CERTIFICATION OF SPONSOR'S RESIDENT PROJECT REPRESENTATIVE AND ENGINEER - I have examined this pay request and concur in the certification of the Contractor and certify that the materials used and the construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records

DATE 1/20/2026 SIGNATURE, SPONSOR'S RESIDENT PROJECT REPRESENTATIVE Matt Sawyer

DATE 1/20/2026 SIGNATURE, SPONSOR'S ENGINEER James E. Malone



January 26, 2026

File 3491914

(VIA EMAIL)

Clint Johnson, Airport Manager
Cleveland Municipal Airport
1021 Terminal Road
Cleveland, Mississippi
(662) 843-8936

**RE: APPLICATION & CERTIFICATION FOR PAYMENT NO. 5
North Ramp Expansion & Taxiway Connector
SOG #3-28-0015-031-2025
SMIFA #0015-0125**

Dear Mr. Johnson,

Please find enclosed Application and Certificate for Payment No. 5 from Roy Collins Construction Company, Inc. for the referenced project. The payment application is for work completed through January 20, 2026.

We have reviewed the pay request and recommend payment in the amount of \$167,013.81.

If you have any questions, please call me at (870) 351-0542.

Sincerely,

James E. Malone, PE
Project Engineer

cc: Christopher Stewart, FAA-Program Manager (via email)
Josh Stubbs, MDOT-Aeronautics (via email)
Randy Hudgings, Barge Design Solutions (via email)
Curtis Underhill, Barge Design Solutions (via email)
Josh McPherson, Eley-McPherson Engineering (via email)

enclosure

Department of Transportation
Federal Aviation Administration
CONTRACTOR'S PERIODIC PAY REQUEST

BARGE

SPONSOR'S NAME AND ADDRESS

Clint Johnson
PO Box 4439, 1021 Terminal Road
Cleveland, MS 38732

Project No: 34919-14

OFFICIAL NAME AND LOCATION OF AIRPORT

Cleveland Municipal Airport (RMV)
Cleveland, MS

Estimate No: 5

CONTRACTOR'S NAME AND ADDRESS

Roy Collins Construction Company, Inc.
406 3rd Street
Cleveland, MS 38732

Through:
Percent of Completion: 68
Sponsor's Contract Number: SOG 3-28-0015-031-2025
SMIFA-0015-0125

PROJECT NAME/DESCRIPTION OF WORK:

North Ramp Expansion & Taxiway Connector Project

BREAKDOWN OF PAY REQUEST

ITEM NO	SPEC NO.	DESCRIPTION OF ITEM	CONTRACT AMOUNT			WORK THIS MONTH			TOTAL WORK PREVIOUS			TOTAL WORK TO DATE		
			AWARD QTY	UNIT	UNIT PRICE	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	% COMPL	
1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM	1	LS	\$29,000.00	\$29,000.00	0	\$0.00	0.49	\$14,210.00	0.49	\$14,210.00	49.00	
2	PLANS	LIGHTING DEMOLITION	1	LS	\$1,775.00	\$1,775.00	0	\$0.00	1	\$1,775.00	1	\$1,775.00	100.00	
3	202-B	REMOVAL OF EXISTING PIPE, 8" AND ABOVE	81	LF	\$13.14	\$1,064.34	0	\$0.00	81	\$1,064.34	81	\$1,064.34	100.00	
4	C-102 5.1	EROSION CONTROL SILT FENCE	1066	LF	\$3.50	\$3,696.00	0	\$0.00	900	\$3,150.00	900	\$3,150.00	85.23	
5	C-105	MOBILIZATION	1	LS	\$29,000.00	\$29,000.00	0	\$0.00	0.5	\$14,500.00	0.5	\$14,500.00	50.00	
6	P-152-4.1	UNCLASSIFIED EXCAVATION	1022	CY	\$17.52	\$17,905.44	0	\$0.00	1795	\$31,448.40	1795	\$31,448.40	175.64	
7	P-152-4.2	EMBANKMENT IN PLACE	3149	CY	\$27.38	\$86,219.62	0	\$0.00	3149	\$86,219.62	3149	\$86,219.62	100.00	
8	P-155-8.1	LIME-TREATED SUBGRADE	5510	SY	\$25.63	\$141,221.30	0	\$0.00	0	\$0.00	0	\$0.00	0.00	
9	P-209-5.1	CRUSHED AGGREGATE BASE COURSE	1825	TONS	\$81.00	\$147,825.00	0	\$0.00	2426.89	\$196,578.09	2426.89	\$196,578.09	132.98	
10	249-B	REMOVAL & RESET OF RIPRAP	49	SY	\$93.00	\$4,557.00	0	\$0.00	49	\$4,557.00	49	\$4,557.00	100.00	
11	P-501.8.1	8" REINFORCED CONCRETE PAVEMENT	5407	SY	\$111.00	\$600,177.00	811.11	\$90,033.21	4387.89	\$487,055.79	5199	\$577,089.00	96.15	
12	603-CA	56"X36" REINFORCED CONCRETE PIPE	136	LF	\$409.00	\$55,624.00	0	\$0.00	136	\$55,624.00	136	\$55,624.00	100.00	
13	603-CB	56"X36" HES	2	EA	\$9,855.00	\$19,710.00	0	\$0.00	2	\$19,710.00	2	\$19,710.00	100.00	
14	603-CA	88"X54" REINFORCED CONCRETE PIPE	224	LF	\$870.14	\$194,911.36	0	\$0.00	224	\$194,911.36	224	\$194,911.36	100.00	
15	603-CB	88"X54" FEES	2	EA	\$16,425.00	\$32,850.00	0	\$0.00	2	\$32,850.00	2	\$32,850.00	100.00	
16	P-620.5.1	PERMANENT PAVEMENT MARKING, REFLECTIVE YELLOW	117	SF	\$24.00	\$2,808.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	

LESS RETAINAGE @ 5%
 LESS PREVIOUS PAYMENTS
 TOTAL AMOUNT OF THIS PAY REQUEST

\$75,446.74
\$1,256,474.23
\$167,013.81

CERTIFICATION OF CONTRACTOR - I hereby certify that the work performed and the materials supplied to date, as shown on this pay request, represents the actual value of accomplishment under the terms of this contract in conformity with the approved plans and specifications; that the quantities shown were properly determined and are correct; and that there has been full compliance with all labor provisions included in the contract identified above, and in all subcontracts made under this contract.

DATE	1-20-2026	CONTRACTOR'S NAME	Roy Collins Construction Company, Inc.
TITLE		SIGNATURE	<i>Chris Collins</i>
Owner		SIGNATURE	<i>James E. Malone</i>
CONCURRENCE AND CERTIFICATION OF SPONSORS RESIDENT PROJECT REPRESENTATIVE AND ENGINEER - I have examined this pay request and concur in the certification of the Contractor and certify that the materials used and the construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.			
DATE	1/21/2026	SIGNATURE, SPONSORS RESIDENT PROJECT REPRESENTATIVE	<i>Matt Sawyer</i>
DATE	1/26/2026	SIGNATURE, SPONSORS ENGINEER	<i>James E. Malone</i>

Unanimously adopted as part of the consent agenda, it is ordered to ratify the Winter Weather Emergency Order declared by Mayor Paul Janoush on January 23, 2026.

EMERGENCY ORDER
January 23, 2026 Weather Event

BEING UNDER A CONTINUING STATE AND LOCAL EMERGENCY, the Mayor of the City of Cleveland, Mississippi, having balanced and considered the economic and social impacts of the Emergency Declarations of the Governor and Bolivar County Board of Supervisors and finding this Emergency Order necessary for the health and safety of the citizens of Cleveland, including City employees hereby issues this order pursuant to Miss. Code Ann. § 33-15-17.

WHEREAS THE CITY ratifies and adopts the current Executive Order from Governor Tate Reeves which includes Bolivar County, Mississippi. Effective at 1:00 p.m. on this day and continuing until further order of the Board of Aldermen of the City of Cleveland, Mississippi pursuant to Miss. Code Ann. § 33-15-17.

ORDERED that this emergency order is, effective at 1:00 p.m. on Friday, January 23, 2026.

BE IT FURTHER ORDERED that copies of this Resolution shall be forwarded to the following:

1. Honorable Tate Reeves
Governor of the State of Mississippi
20th Floor, Walter Sillers Building
P. O. Box 139
Jackson, MS 39205
2. Director, Plans and Operations Division
Mississippi Emergency Management Agency
1410 Riverside Drive
Jackson, MS 39206
FAX #352-8314
3. Michael Lamb, Director
Bolivar County EMS
114 South Street
Cleveland, MS 38732

RESOLVED AND ADOPTED BY ORDER OF THE MAYOR THIS 23RD DAY OF
JANUARY 2026.

/s/ Paul Janoush
PAUL JANOUSH, MAYOR

ATTEST:

/s/ Michelle Arbuckle
MICHELLE ARBUCKLE
CITY CLERK



Unanimously adopted as part of the consent agenda, it is ordered to approve the Governor's Proclamation Extending the Ad Valorem Penalty as presented.

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, on January 22, 2026, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. § 33-15-11(b)(17), I issued a Proclamation declaring that a State of Emergency exists in the State of Mississippi as a result of expected prolonged freezing temperatures and winter weather, including sleet, freezing rain and ice beginning on January 23, 2026, and continuing through January 27, 2026. This State of Emergency shall remain in effect through January 30, 2026, or until such time as this threat to public safety shall cease to exist as prescribed by Miss. Code Ann. § 33-15-11(b)(17); and

WHEREAS, as a result of the prolonged freezing temperatures and winter weather, a clear and present danger to the life and safety of the residents of the impacted areas of the State has resulted. Further, many roads throughout the impacted areas of the State have been rendered impassable, widespread and extended power outages exist, and the normal operation of many state, county and local government offices and agencies, including county tax collectors, have been impacted; and

WHEREAS, pursuant to Miss. Code Ann. § 27-41-1, all ad valorem taxes shall be due on or before the first day of February of the year succeeding the date of assessment: "Except as may otherwise be provided in Section 27-41-2, all state, county, school, road, levee and other taxing districts and municipal ad valorem taxes, except ad valorem taxes levied for county or district or municipal bonds and other evidences of indebtedness for money borrowed, and interest thereon, heretofore or hereafter assessed or levied shall be due, payable and collectible by the tax collector and shall be paid on or before the first day of February next succeeding the date of the assessment and levying of such taxes"; and

WHEREAS, pursuant to Miss. Code Ann. § 27-41-9, if any person fails to pay the ad valorem tax levied and assessed against him when due, he shall be required to pay, in addition to the amount of the taxes unpaid after February 1, the interest thereon at the rate of ½ of 1% per month, or fractional part thereof, from February 1 to the date of payment of such tax; and

WHEREAS, pursuant to Miss. Code Ann. § 27-41-9, the Governor is authorized to extend the time for the imposition of the ½ of 1% monthly penalty for failure to timely pay ad valorem taxes due to the existence of "unusual conditions in any county where neither the taxpayer nor the tax collector is negligent or responsible for the delay incident to such tax payments. . . ." This statute authorizes the Governor to "extend the time for the imposition of this penalty for a period not to exceed sixty (60) days. . ."; and

WHEREAS, as a result of the prolonged freezing temperatures and winter weather, the following fifty-one counties have submitted official damage reports to the Mississippi Emergency Management Agency, ranging from affected to destroyed property: Adams, Alcorn, Attala, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Claiborne, Clarke, Clay, Coahoma, Desoto, Grenada, Hinds, Holmes, Humphreys, Issaquena, Itawamba, Jefferson, Lafayette, Leake, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Newton, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Rankin, Sharkey, Smith, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Warren, Washington, Webster, Wilkinson, Yalobusha and Yazoo (collectively, "Impacted Counties").

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Mississippi Constitution and Miss. Code Ann. §§ 33-15-11(b)(17) and 27-41-9, and in the public interest and for the general welfare, do hereby proclaim that "unusual conditions" exist as a result of the prolonged freezing temperatures and winter weather in the Impacted Counties for which "neither the taxpayer nor the tax collector is negligent or responsible" and will delay the timely payment and receipt of ad valorem taxes.

FURTHER, pursuant to Miss. Code Ann. § 27-41-9, I hereby extend the time for the imposition of the ½ of 1% penalty per month for the failure to timely pay ad valorem taxes in the Impacted Counties until **March 3, 2026**. This Proclamation shall be filed with the Clerk of the Board of Supervisors of each of the Impacted Counties and shall be spread at large upon the minutes of the next regular meeting of the Board of Supervisors held after that date of the filing of this Proclamation in each of the Impacted Counties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.



DONE in the City of Jackson, on the 30th day of January, in the year of our Lord, two thousand and twenty-six, and of the Independence of the United States of America, the two hundred and fiftieth.

A handwritten signature in blue ink that reads 'Tate Reeves'.

**TATE REEVES
GOVERNOR**

BY THE GOVERNOR

A handwritten signature in blue ink that reads 'Michael Watson'.

**MICHAEL WATSON
SECRETARY OF STATE**

EXHIBIT B

1/6/26, 2:49 PM

lworq.net/lworq/0_Pages/popupEditLetterPrint.php?sid=F4G4CH7WPV3JRN4DKTF5BGGPVM400&id=8999168&k=2451&letterlinkid=...



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street.
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

Date: January 06, 2026
To: Percy & Deborah Gibbs
1806 S. Chrisman Avenue
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 1825 S. Chrisman Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 1825 S. Chrisman Avenue. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly

Code Official

https://www.lworq.net/lworq/0_Pages/popupEditLetterPrint.php?sid=F4G4CH7WPV3JRN4DKTF5BGGPVM400&id=8999168&k=2451&letterlinkid=333... 1/1

1/8/26, 2:51 PM

lworq.net/lworq/0_Pages/popupEditLetterPrint.php?sid=F4G4CH7WPV3JRN4DKTF5BGGPVM400&id=8999161&k=2549&letterlinkid=...



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street.
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

Date: January 06, 2026
To: J & O Real Estate Investors, LLC
334 Highway 8
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 607 G. I. Court

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 607 G. I. Court. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly

Code Official

https://www.lworq.net/lworq/0_Pages/popupEditLetterPrint.php?sid=F4G4CH7WPV3JRN4DKTF5BGGPVM400&id=8999161&k=2549&letterlinkid=333... 1/1



DEPARTMENT OF COMMUNITY DEVELOPMENT
 P.O. Box 1439 • 207 E. Carpenter Street.
 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**

Date: January 06, 2026
To: New Life Church of Cleveland
 414 East End Street
 Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 412 East End Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 412 East End Street. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly

Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
 P.O. Box 1439 • 207 E. Carpenter Street.
 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**

Date: January 06, 2026
To: Bailey Investments, LLC
 P. O. Box 624
 Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 212 N. Fourth Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 212 N. Fourth Avenue. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly

Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street,
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**

Date: January 06, 2026
To: Cox and Ward Properties, LLC
24 Harden Drive
Merigold, MS 38759
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 701 Farmer Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 701 Farmer Street. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly

Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street,
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**

Date: January 06, 2026
To: Anna G. Williams
211 N. First Avenue
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 211 N. First Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 211 N. First Avenue. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly

Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street.
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**

Date: January 06, 2026
To: Sallie Betrice Williams
923 Taylor Cove
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 923 Taylor Cove

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 923 Taylor Cove. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly

Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street.
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**

Date: January 06, 2026
To: Tyrone Lewis
602 Douglas Avenue
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 601 Clark Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 601 Clark Street. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly

Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street.
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**

Date: January 06, 2026
To: Carlin Latham
P.O. Box 841; 923 Martin Luther King Drive
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 1022 Wade Grove

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 1022 Wade Grove. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly
Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street.
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**

Date: January 06, 2026
To: Leo Foster et al.
P. O. Box 744
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 813 Church Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 813 Church Avenue. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly
Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street.
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**

Date: January 06, 2026
To: W B & Ella Jones
1117 Dudley
Pontiac, MI 48057
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 902 Church Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 902 Church Avenue. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly

Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street.
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**

Date: January 06, 2026
To: Katherine Griffin
905 Church Avenue
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 905 Church Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 905 Church Avenue. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly

Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street.
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**

Date: January 06, 2026
To: J C Tanner
1310 Aloc Avenue
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 1310 Aloc Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 1310 Aloc Avenue. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly
Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street.
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**

Date: January 06, 2026
To: Marcus T. Hope
1305 Church Avenue
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 1305 Church Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 1305 Church Avenue. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly
Code Official



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

Date: January 06, 2026
To: Lonnie Miller
908 Cross Street
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 404 Glasco Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 404 Glasco Street. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly
Code Official



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

Date: January 06, 2026
To: Mount Calvary Missionary Baptist Church
310 Glasco Street
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 310 Glasco Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 310 Glasco Street. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly
Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 207 E. Carpenter Street.
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**

Date: January 06, 2026
To: Frederick Gregory Belford
306 Carver Street
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 308 Glasco Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 308 Glasco Street. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on February 2, 2026 at 5:30 p.m. in the Board 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 re-enter the property or parcel of land for a period of one (1) year after the hearing without any additional hearings 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.

Emmett Manly
Code Official