

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

**MINUTES OF REGULAR MEETING HELD ON
TUESDAY, MARCH 3, 2020**

This regular meeting of the Mayor and Board of Aldermen of The City of Cleveland, Mississippi, was duly and legally begun and held in the Board Room in the City Hall at 6:30 o'clock p.m. on Tuesday, March 3, 2020.

Present were: Billy Nowell, Mayor; J. Paul Janoush, Theodore "Ted" Campbell, Robert Sanders, Danny Abraham, Maurice Smith (via teleconference), Gary Gainspoletti and J. Kirkham Povall, Aldermen; Danny Griffith, City Attorney; Dominique Green, City Clerk; Charles A. Bingham, Chief of Police; Kenneth Taylor, Community Development Director; Ray Bell, Public Works Director; Jason Woods, Parks and Recreation Director; Jamie Gregory- Grant, Animal Shelter Director; Keith Christopher, Inframark; Josh McPherson, Eley Barkley Engineer. The meeting was duly opened, and, upon due proclamation first made, the following proceedings were held, to-wit:

ORDERED this March 3, 2020.

VISITORS

Tricia Walker introduced Stephanie Sandlin, the new Station Manager of Delta State University's WDSW-LP 88.1.

Citizens Ken Brown and Thomas Harris expressed concerns of recent criminal activity believed to be stemming from the operation of Amees Market located at 821 Reverend Sammy Rash Blvd.

Rodrick Shaw of 1818 Southland Drive expressed concerns about the proximity of his neighbor's fence to his property. The Board of Aldermen referred him to the Chancery Court to resolve property related disputes.

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 and Assistant Director of Community Development reported to this Board the uncleanliness of the premises hereinafter described and belonging to the owner or owners as hereinafter set forth, and this Board set hearings to be held upon said uncleanliness at 6:30 o'clock p.m. on March 3rd, 2020, 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 Sanders, second by Alderman Campbell, 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 1501 Ferris Drive who cured the nuisance prior to the hearing and 803 N. Parkway Drive which was granted a sixty day extension to cure the nuisance.

Public Hearing for Properties Under 21-19-11
March 3, 2020

Site Address	Parcel #	Legal	Owner Name	Owner Address	Owner City	Complaint	Status
1501 Ferris Drive	33-19-694-00-01800	Lot 18 Stonegate Addition	Linder G. Howze	1501 Ferris Drive	Cleveland, MS 38732	Downed tree	Owner removed tree- Remove from P.N
803 N. Parkway Drive	33-21-535-00-00400	Lot 4 Parkview Addition	Ella Rosie M. Bridges	803 N. Parkway Drive	Cleveland, MS 38732	Burned structure	Owner is requesting a 60 day extension

2/5/2020

IWORQ Systems Inc.



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 215 N. Bayou Rd.
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: February 5, 2020

To: Linder G. Howze
1501 Ferris Drive
Cleveland, MS 38732

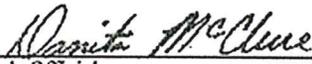
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 1501 Ferris Drive

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 1501 Ferris Drive. 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 March 3, 2020 at 6:30 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.


Code Official

2/5/2020

IWORQ Systems Inc.



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P.O. Box 1439 • 215 N. Bayou Rd.
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: February 5, 2020
To: Ella Rosie M. Bridges
803 N. Parkway Drive
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 803 N. Parkway Drive

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 803 N. Parkway Drive. 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 March 3, 2020 at 6:30 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.

Code Official

ORDERED this March 3, 2020.

ON-CALL ENGINEERING UPDATE

Josh McPherson of Eley-Barkley Engineering provided an update of engineering projects.

ORDERED this March 3, 2020.

**ORDER TO APPROVE 2020 STREET IMPROVEMENT PROJECT PAY
REQUEST #3**

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Janoush, and unanimously adopted, it is ordered to approve the 2020 Street Improvement Project pay request #3 from Roy Collins Construction Company, Inc. totaling \$50,535.50.

APPLICATION AND CERTIFICATE FOR PAYMENT

To (OWNER): City of Cleveland
P.O. Box 1439
Cleveland, MS 38732

Project: Cleveland Police Station
301 S Sharpe
Cleveland, MS 38732

Application No: 1
Invoice No: 3691.01
Period To: 2/21/2020

From: Roy Collins Construction Co.
406 Third Street
P. O. Box 1008
Cleveland, MS 38732

Via (Architect): Eley/Barkley
306 Third Street
Cleveland, MS 38732

Architect's Project No: 3691

Contract Date: 8/29/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM	\$	83,300.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	83,300.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	74,990.00
5. RETAINAGE	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	74,990.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	74,990.00
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	8,310.00

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 payment received from the Owner, and that current payment shown herein is now due.

State of Mississippi County of Bolivar
Subscribed and sworn to before me this 21st day of February, 2020

Notary Public: [Signature]
My Commission expires: 10/31/2021



CONTRACTOR: Roy Collins Construction Co.
By: [Signature] Date: 2/21/2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED.....\$ 74,990.00
(Attach explanation if amount certified differs from the amount applied for.)

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect'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.

ARCHITECT: [Signature]
By: [Signature] Date: 2/25/20
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.

ORDERED this March 3, 2020.

ORDER TO AWARD THE LOWEST AND BEST BID FOR THE STERLING ANDERSON GAZEBO PROJECT

After discussion, upon Motion by Alderman Campbell, second by Alderman Sanders, and unanimously adopted, it is ordered to award the lowest and best bid for the Sterling Anderson Gazebo Project to Cleveland Lumber and Supply which provided a bid totaling \$30,950. Roy Collins Construction Company, Inc. provided a bid totaling \$33,700.



711 N. Davis Ave (Hwy 61)
Cleveland, MS 38732
P.O. Box 489
Phone: 662-843-2728
Fax: 662-843-2730

February 4, 2020

City of Cleveland
P.O. Box 1439
Cleveland, MS 38732

Dear Josh McPherson:

Cleveland Lumber & Supply Co. proposes to furnish labor and material for repairs to Sterling Anderson Park Restrooms as per specifications for the total sum of \$30,950.00.

Sincerely,
[Signature]
John K. Abide
President

March 3, 2020

City of Cleveland
P.O. Box 1439
Cleveland, Ms. 38732

Mr. Josh McPherson:

Improvements to Sterling Anderson Park Restrooms Project.
Roy Collins Construction Company purposes to furnish labor and material to make repairs as per specifications.
Total sum of \$33,700.00

Sincerely,



Johnny Hobbs
Project manager

ORDER TO AWARD THE LOWEST AND BEST BIDS FOR THE WATER METER REPLACEMENT PROJECT

After discussion, upon Motion by Alderman Abraham, second by Alderman Janoush, and unanimously adopted, it is ordered to award the lowest and best bid for the purchase of water meters from Central Pipe Supply, Inc. which provided a bid totaling \$1,480,745.44. Consolidated Pipe and Supply provided a bid totaling 1,412,875.75. The higher bid was selected as detailed per the letter below.

CITY OF CLEVELAND, MISSISSIPPI
2020 CITY-WIDE WATER METER REPLACEMENT PROJECT
CONTRACT ONE - NEW AMR WATER METERS AND AMR SOFTWARE SERVICES ONLY
PROJECT NO. CC26-01
BID TAB

BID LOCATION: 100 North Street, Cleveland, MS, 38732

Item	Description	Units	Quantity	Central Pipe Supply, Inc.		Consolidated Pipe & Supply	
				Unit Price	Item Total	Unit Price	Item Total
1	5/8"x3/4" Nutating Disc Water Meters, Complete with Encoder and Endpoint	LS	5,983.00	\$ 215.00	\$ 1,286,345.00	\$ 209.25	\$ 1,251,942.75
2	1" Nutating Disc Water Meters, Complete with Encoder and Endpoint	Each	152.00	\$ 345.00	\$ 52,440.00	\$ 277.75	\$ 42,218.00
3	1-1/2" Ultrasonic Type Water Meters, Complete with Encoder and Endpoint	Each	28.00	\$ 675.00	\$ 18,900.00	\$ 649.00	\$ 18,172.00
4	2" Ultrasonic Type Water Meters, Complete with Encoder and Endpoint	Each	29.00	\$ 825.00	\$ 23,925.00	\$ 779.00	\$ 22,591.00
5	3" Ultrasonic Type Water Meters, Complete with Encoder and Endpoint	Each	5.00	\$ 2,122.00	\$ 10,610.00	\$ 2,234.00	\$ 11,170.00
6	4" Ultrasonic Type Water Meters, Complete with Encoder and Endpoint	Each	4.00	\$ 2,562.00	\$ 10,248.00	\$ 2,809.00	\$ 11,236.00
7	6" Compound Water Meters, Complete with Encoder and Endpoint	Each	2.00	\$ 5,165.00	\$ 10,330.00	\$ 3,971.00	\$ 7,942.00
8	10" Electromagnetic Water Meters, Complete with Encoder and Endpoint	Each	3.00	\$ 6,450.00	\$ 19,350.00	\$ 5,653.00	\$ 16,959.00
9	12" Electromagnetic Water Meters, Complete with Encoder and Endpoint	Each	1.00	\$ 8,920.00	\$ 8,920.00	\$ 7,645.00	\$ 7,645.00
10	Laptop Data Collector, AMR Software, Software Installation, Training, Support, Mobile Hosting Lump Sum	Each	1.00	\$ 39,677.44	\$ 39,677.44	\$ 23,000.00	\$ 23,000.00
				Total Bid Amount	\$ 1,480,745.44		\$ 1,412,875.75

*Note: Consolidated Pipe & Supply was opened and read aloud but was determined to be non-responsive due to specification non-compliance

Josh McPherson, PE



After discussion, upon Motion by Alderman Abraham, second by Alderman Janoush, and unanimously adopted, it is ordered to award the lowest and best bid for the installation of water meters from Hemphill Construction Company which provided a bid totaling \$461,380. RTS Water Solutions, Lubin Enterprises, Inc., Vanguard Utility Service, Inc., and AHS Construction Company provided bids totaling \$386,949.71, 463,030.48, \$499,552.50 and \$774,322.85 respectively. The second higher bid was selected per the recommendation of the City's engineer as detailed per the memo below.

CITY OF CLEVELAND, MISSISSIPPI
 2020 CITY-WIDE WATER METER REPLACEMENT PROJECT
 CONTRACT TWO - NEW AMR WATER METERS - INSTALLATION ONLY
 PROJECT NO. CC26-02

BID TAB
 BID LOCATION: 100 North Street, Cleveland, MS, 38732

Item	Description	Units	Quantity	RTS Water Solutions		Hemphill Construction Co.		Lubin Enterprises, Inc.		Vanguard Utility Service, Inc.		AHS Construction Co.	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Removing, Documenting, Photographing, Crating, Transporting and Maintaining Chain-Of-Custody for all Existing AMR Water Meters, Registers and Endpoints	LS	1.00	\$ 10,155.54	\$ 10,155.54	\$ 100,000.00	\$ 100,000.00	\$ 42,700.22	\$ 42,700.22	\$ 5,950.00	\$ 5,950.00	\$ 30,000.00	\$ 30,000.00
2	Installation Only of 5/8" x 3/4" Rotating Disc Water Meters, Encoder and Endpoint	Each	5,983.00	\$ 41.20	\$ 246,499.60	\$ 40.00	\$ 239,320.00	\$ 50.02	\$ 299,269.66	\$ 59.50	\$ 355,989.50	\$ 69.20	\$ 414,073.60
3	Installation Only of 1" Rotating Disc Water Meters, Encoder and Endpoint	Each	152.00	\$ 41.20	\$ 6,262.40	\$ 50.00	\$ 7,600.00	\$ 54.90	\$ 8,344.80	\$ 59.50	\$ 9,044.00	\$ 69.20	\$ 10,518.40
4	Installation Only of 1-1/2" Ultrasonic Type Water Meters, Encoder and Endpoint	Each	28.00	\$ 180.48	\$ 5,053.44	\$ 315.00	\$ 8,820.00	\$ 155.20	\$ 4,365.60	\$ 235.00	\$ 6,580.00	\$ 331.25	\$ 9,375.00
5	Installation Only of 2" Ultrasonic Type Water Meters, Encoder and Endpoint	Each	29.00	\$ 180.48	\$ 5,233.92	\$ 325.00	\$ 9,425.00	\$ 292.80	\$ 8,491.20	\$ 235.00	\$ 6,815.00	\$ 515.30	\$ 14,943.70
6	Installation Only of 3" Ultrasonic Type Water Meters, Encoder and Endpoint	Each	5.00	\$ 295.85	\$ 1,479.25	\$ 355.00	\$ 1,775.00	\$ 427.60	\$ 2,135.00	\$ 545.00	\$ 2,725.00	\$ 1,177.85	\$ 5,899.25
7	Installation Only of 4" Ultrasonic Type Water Meters, Encoder and Endpoint	Each	3.00	\$ 515.02	\$ 1,539.06	\$ 370.00	\$ 1,110.00	\$ 610.00	\$ 1,830.00	\$ 650.00	\$ 1,950.00	\$ 1,472.30	\$ 4,416.90
8	Installation Only of 6" Compound Water Meters, Encoder and Endpoint	Each	2.00	\$ 729.94	\$ 1,459.88	\$ 1,300.00	\$ 2,600.00	\$ 1,037.00	\$ 2,074.00	\$ 825.00	\$ 1,650.00	\$ 2,984.00	\$ 5,899.20
9	Installation Only of 10" Electromagnetic Water Meters, Encoder and Endpoint	Each	3.00	\$ 2,825.46	\$ 8,476.38	\$ 2,500.00	\$ 7,500.00	\$ 1,830.00	\$ 5,490.00	\$ 2,350.00	\$ 7,050.00	\$ 7,361.50	\$ 21,954.50
10	Installation Only of 12" Electromagnetic Water Meters, Encoder and Endpoint	Each	1.00	\$ 2,843.29	\$ 2,843.29	\$ 2,580.00	\$ 2,580.00	\$ 2,440.00	\$ 2,440.00	\$ 4,125.00	\$ 4,125.00	\$ 8,833.00	\$ 8,833.00
11	Furnish and Install 3/4" Meter Risers	Each	150.00	\$ 208.62	\$ 31,293.00	\$ 110.00	\$ 16,500.00	\$ 189.10	\$ 28,365.00	\$ 150.00	\$ 22,500.00	\$ 588.90	\$ 88,335.00
12	Furnish and Install 3/4" Curb Stops	Each	50.00	\$ 112.85	\$ 5,642.50	\$ 62.00	\$ 3,100.00	\$ 164.70	\$ 8,235.00	\$ 163.50	\$ 8,175.00	\$ 331.27	\$ 16,563.50
13	Furnish and Install Meter Box Lid Only	Each	1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Furnish and Install Complete Meter Box with Lid	Each	500.00	\$ 114.62	\$ 57,310.00	\$ 35.00	\$ 17,500.00	\$ 41.48	\$ 20,740.00	\$ 80.00	\$ 40,000.00	\$ 88.35	\$ 44,175.00
15	Added line item by RTS Water Solutions not in original Bid Form	Each	-	\$ 3,701.45	\$ 3,701.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Bid Amount					\$386,949.71		\$461,380.00		\$463,030.48		\$499,552.50		\$774,322.85

*Note: RTS Water Solutions was opened and read aloud but was determined to be non-responsive due to bid form alteration

*Contractor miscalculated by \$2.15

Josh McPherson, PE



March 2, 2020

Mayor and Board of Aldermen
 City of Cleveland, Mississippi
 100 North Street
 Cleveland, MS 38732

Re: City-Wide Water Meter Replacement Project,
 Contract One, New AMR Water Meters and AMR Software Services (Materials Only) and
 Contract Two, New AMR Water Meters (Installation Only)

Dear Mayor and Board of Aldermen,

This letter is regarding the bids received on March 2, 2020 for the City of Cleveland, 2020 City-Wide Water Meter Replacement Project. As you know, we separated the bids into two contracts, including contract one for materials only and contract two for installation only. A tabulation of the bids received for both contracts is attached hereto for your review.

With regard to contract one, two bids were received, including Consolidated Pipe and Supply from Jackson, MS, in the amount of \$1,412,875.75, and Central Pipe and Supply, Inc. from Pearl, MS, in the amount of \$1,480,745.44. Consolidated Pipe and Supply proposes to furnish Neptune meters and Central Pipe and Supply proposes to furnish Badger meters. After review of the documentation submitted by Consolidated Pipe and Supply, it appears that the Neptune meter does not meet our specifications for low flow meter accuracy and a number of other key parameters. Based on this information, it is our opinion that the Consolidated Pipe and Supply bid is non-responsive, and we therefore recommend award of Contract to Central Pipe and Supply in the amount of \$1,480,745.44.

With regard to contract two, five bids were received. The apparent low bid was from RTS Water Solutions, from Parkville, MO, in the amount of \$386,949.71. The next low bid was from Hemphill Construction Company in the amount of \$461,380.00. After review of the bid from RTS Water Solutions, we have determined that their bid is non-responsive because they failed to bid one of the line items and attempted to alter the bid form by adding a bid item of their own. Also, they did not comply with Mississippi statute (31-3-21) regarding out of state contractors. Therefore, we recommend award of the project to Hemphill Construction Company in the amount of \$461,380.00.

If you have any questions or comments regarding the above recommendations, please do not hesitate to contact us at your convenience.

Sincerely,

Joshua F. McPherson, PE

Architecture / Civil Engineering / Land Surveying
 306 Third Street Cleveland, MS 38732 Office: 662.846.0180 Fax: 662.846.0948
 www.eleybarkley.com

ORDERED this March 3, 2020.

ORDER TO APPROVE CONSENT AGENDA ITEMS

After discussion, upon Motion by Alderman Campbell, second by Alderman Gainspoletti, 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 Consent Agenda
 - b. Approval of Minutes (February 4th and February 17th)
 - c. Approval of February 18th – 29th Claims Docket
 - d. Request to send notices for properties in violation of MCA 21-19-11
 - e. Request to tow nuisance vehicles
 - f. Approval to lift Open Container Ordinance for Eats to Beats Festival – May 2nd, 2020
 - g. Approval to lift Open Container Ordinance for Delta Arts Alliance “A Night in the Arts” Block Party – June 6th, 2020
 - h. Approval to advertise for bids for Airfield Pavement Rehabilitation Project
 - i. Order exempting newly purchased Police Department Vehicles from vehicle markings

ORDERED this March 3, 2020.

ORDER TO APPROVE PAYMENT OF THE BALANCE OF THE 2019 PROPERTY TAXES FOR 207 CARPENTER STREET

After discussion, upon Motion by Alderman Abraham, second by Alderman Janoush, and unanimously adopted, it is ordered to approve the payment of the balance of the 2019 property taxes totaling \$4,215.38 for the 207 Carpenter Street property that was purchased in 2019 to serve as the location of the Office of Community Development.

ORDERED this March 3, 2020.

ORDER TO ADOPT ORDINANCE THAT ALLOWS FOR TIME CHANGE OF REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLEVELAND

After discussion, upon motion by Alderman Janoush, second by Alderman Abraham, and unanimously adopted, it is ordered to adopt an ordinance to allow for the change of the time of the April 7th regular board meeting from 6:30 pm to 4:30 pm.

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**ORDINANCE ADOPTING TIME CHANGE OF THE REGULAR APRIL MEETING OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLEVELAND**

WHEREAS, pursuant to an order of the Mayor and Board of Aldermen of the City of Cleveland, Mississippi, duly passed on March 3rd, 2020, the Board of Aldermen adopt this ordinance changing the time of the April regular meeting of the Mayor and Board of Aldermen from 6:30 p.m. on Tuesday, April 7, 2020 to 4:30 p.m. on Tuesday, April 7, 2020; now therefore,

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

That, the regular meeting of the Mayor and Board of Aldermen will be held on Tuesday, April 7, 2020 p.m. at 4:30 pm.

So RESOLVED, ADOPTED, AND APPROVED this the 3rd day of March, 2020.

s/Billy Nowell
BILLY NOWELL, Mayor

Attest:

s/Dominique Green
Dominique Green, City Clerk

It is hereby certified that the foregoing ordinance was offered and introduced in writing and its adoption was moved by Alderman Janoush and seconded by Alderman Abraham and the vote was taken on final passage by both "Yeas" and "Nays" as follows:

Alderman Maurice Smith voted "Yea"
Alderman Robert Sanders voted "Yea"
Alderman Danny Abraham voted "Yea"
Alderman Kirkham Povall voted "Yea"
Alderman J. Paul Janoush voted "Yea"
Alderman Gary Gainspoletti voted "Yea"
Alderman Theodore R. "Ted" Campbell voted "Yea"

WHEREUPON, the Mayor declared said ordinance was duly, legally, and unanimously adopted, and he signed the same in open session at this meeting on this the 3rd day of March, 2020.

s/Billy Nowell
BILLY NOWELL, Mayor

Attest:

Dominique Green
DOMINIQUE GREEN, City Clerk

ORDERED this March 3, 2020.

**ORDER TO APPROVE RECOMMENDATION TO ALLOW JASON BASSIE TO
OPERATE A POOL HALL AND SERVE BEER AT THE PROPERTY LOCATED
AT 219 NORTH STREET, ZONED IN THE B-2 DISTRICT**

After discussion, upon Motion by Alderman Sanders, second by Alderman Janoush, and unanimously adopted, it is ordered to approve the recommendation of the Planning Commission to allow Jason Bassie to operate a pool hall and serve beer at the property located at 219 North Street, zoned in the B-2 District.

ORDERED this March 3, 2020.

ORDER TO CLOSE THE CROSBY ROAD ENTRANCE TO BEAR PEN PARK

After discussion, upon Motion by Alderman Janoush, second by Alderman Abraham, and unanimously adopted, it is ordered to approve the recommendation of the Police Committee to close the Crosby Road entrance to Bear Pen Park to discourage the use of the park.

ORDERED this March 3, 2020.

**ORDER TO APPROVE REVISION OF POLICE DEPARTMENT DUI AND
INTOXILYZER PROCEDURE POLICY # 4.29**

After discussion, upon Motion by Alderman Povall, second by Alderman Janoush, and unanimously adopted, it is ordered to approve revisions to the Police Department's DUI and Intoxilyzer Procedure Policy # 4.29 involving the removal of the highlighted sections below.

**City of Cleveland Police Department
Law Enforcement
Policies and Procedures**

Subject: DUI and Intoxilyzer Procedures	Policy Number: 4.29
Issue Date: 03-27-06	Revision Date: 08-28-2012
Approval Authority Title And Signature:	

Policy:

The City of Cleveland Police Department will follow set and established guidelines for individuals suspected of Driving under the Influence and the conducting of the Intoxilyzer 8000 test at the police department.

Discussion:

The purpose of this policy is to ensure all officers follow uniform guidelines to ensure procedures are properly performed, documented and the evidence is preserved for court.

Procedure:

- 1) As the officer ends their transport to the Police Department, they will advise dispatch. At this time dispatch will turn on the video recorder. After the officer enters the station, dispatch will log the officer at the station for the intoxilyzer test. The time dispatch logs is the time the officer will enter into the intoxilyzer as their start of the twenty (20) minute observation period.
- 2) Before the officer administers the intoxilyzer test, the arrestee will be asked to perform a sobriety check. This test will only be administered if the arresting officer believes the arrestee is able to do so safely. If too intoxicated the test may be waived. The arrestee will then be asked to perform a heel-to-toe walk on the yellow line. The arrestee will start at the intoxilyzer and will walk heel-to-toe to the other end of the yellow line with their hands down at their side. This will be another visual indication of their intoxication for the video evidence.
- 3) Once the officer is finished with the sobriety check, the arrestee will then be seated and handcuffed to the stool for security purposes. They will inspect the subject's mouth to ensure no foreign objects are present. Officers will also make sure the subjects have no objects in their hands that may be put in their mouth to affect the test and taint the evidence. Officers will remain with and observe the individual for the entire twenty (20) minute period.

Law Enforcement Polices and Procedures, 4.14a DUI and Intoxilyzer Procedures

- 4) The officer performing the intoxilyzer test may swipe their Intoxilyzer 8000 ID card issued by the Mississippi Crime Laboratory or just enter their PIN number. The officer will then follow the instructions displayed on the Intoxilyzer 8000 as taught to them during their certification training by the Mississippi Department of Public Safety.
- 5) After the test is complete and the individual has been read their rights, the officer will finish processing and fingerprinting. After processing the individual, the officer will then retrieve the video tape, label it with the case number, date, arresting officer's name and arrestee's name. The video tape will then be placed in the evidence box for pickup by the Evidence Officer to be logged as evidence.
- 6) The arrestee will then be transported to the Bolivar County Correctional Facility as all subjects charged with DUI will be incarcerated for the five (5) hour mandatory lockup.
- 7) The exceptions to this policy would be the following:
 - A. If the arrestee is combative and uncooperative, they could be transported straight to jail, either from the scene of the offense or at the police station. This would be left up to the discretion of the arresting officer.
 - B. If the arrestee is involved in an accident and is injured. In this case, if the arrestee is transported to the hospital by ambulance, the officer would then get a blood test kit from the police department and request a blood test be given at the hospital.
 - C. If the arrestee is a juvenile (17 years & under), they will go through the same procedures except, they will be allowed to bond out and released to their parents. If unable to bond out, then released to their parents on a recognizance bond.

ORDERED this March 3, 2020.

ORDER TO APPROVE REVISION OF POLICE DEPARTMENT FIREARMS TRAINING AND PROFICIENCY DEMONSTRATION POLICY # 2.10

After discussion, upon Motion by Alderman Janoush, second by Alderman Povall, and unanimously adopted, it is ordered to approve revisions to the Police Department's Firearms Training and Proficiency Policy # 2.10 involving the removal of the highlighted sections below.

*

*

*

**City of Cleveland Police Department
Law Enforcement
Policies and Procedures**

Subject: Firearms Training & Proficiency Demonstration	Policy Number: 2.10
Issue Date:	Revision Date: 09-01-06
Approval Authority Title and Signature:	

POLICY:

Without exception, all officers or armed employees [regular and reserve officers] will at least semi-annually demonstrate proficiency with all handguns they carry or have occasion to carry on duty. This includes handguns [pistol, or revolver] and any secondary firearms, used as *off-duty*, or *back-up weapons*. Long guns [shotgun, rifle, or sub-gun], will demonstrate proficiency annually at a minimum. No officer may carry a handgun that the officer has not demonstrated proficiency with in the last six [6] months. Proficiency testing with non-lethal weapons such as chemical or electronic weapons will be conducted annually. No officer may carry a non-lethal weapon that the officer has not demonstrated proficiency with in the last year. **CALEA 1.3.11**

PROCEDURES:

Firearms & Range Officer Qualifications:

Firearms instructors of the department must meet the following qualifications:

1. Complete an approved *law enforcement firearms instructor course* conducted by certified instructors of a State, the National Rifle Association, or US Military. **CERT**
2. Demonstrate 90% proficiency with each category of firearm carried by officers and employees of the department.
3. Be proficient in teaching *firearms safety, care and cleaning, safe storage, tactical firearms use, and weapons retention*.

General Guidelines:

1. Initial qualification, semi-annual (or quarterly) demonstration of proficiency and live fire training will be conducted at specified times at an approved firing range.
2. An optional training shoot will be scheduled approximately one (1) week prior to the qualification shoots. Training will be a one-on-one basis with a certified Range Officer.
3. Officers will wear the rig and holsters they normally wear on duty. For uniformed officers this includes all equipment normally worn or carried on the person.

ORDERED this March 3, 2020.

**ORDER TO APPROVE BARGE DESIGNS WORK AUTHORIZATION 20-01 FOR
THE AIRFIELD PAVEMENT REHABILITATION PROJECT**

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Janoush, and unanimously adopted, it is ordered to approve the Barge Designs Work Authorization 20-01 for the Airfield Pavement Rehabilitation Project.



EXHIBIT "A"

WORK AUTHORIZATION NO. 20-01
CLEVELAND MUNICIPAL AIRPORT
PAVEMENT AND MARKING MAINTENANCE

3-28-0015-023-2020
(AIP Project Identification No.)

Date: February 11, 2020

It is agreed to undertake the following work in accordance with the provisions of the Owner-Engineer Agreement between the City of Cleveland, Mississippi ("OWNER") and Barge, Waggoner, Sumner & Cannon, Inc., now known as Barge Design Solutions, Inc., ("ENGINEER") dated January 12, 2017.

Scope of Services

The Engineer shall provide Design and Bidding Services for the Pavement and Marking Maintenance of airside asphalt pavements. See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Refer to Exhibit B, Section II for the Project Schedule.

Compensation

A total compensation budget of \$59,587.00 is proposed for this project. See the attached Exhibit "C" for a full budget itemization.

Agree as to Scope of Services, Time of Performance and Compensation:

City of Cleveland, Mississippi
Name: Billy Howell
Date: March 9, 2020

Barge Design Solutions
Name: Randy Anderson
Date: February 11, 2020



EXHIBIT "B"

SCOPE OF SERVICES
WORK AUTHORIZATION NO. 20-01
CLEVELAND MUNICIPAL AIRPORT
PAVEMENT AND MARKING MAINTENANCE

PROJECT DESCRIPTION:

The OWNER intends to make the following improvements:

Crack repair, sealcoat, and marking for the existing asphalt pavements

(hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein and as defined in the project scoping meeting minutes and shown on Exhibit "D".

SECTION I - DESIGN CRITERIA AND REQUIREMENTS

The most current versions of the following design criteria and standards, as well as other applicable standards will be used during the progression of the PROJECT:

- FAA AC 150/5300-13A Airport Design
FAA AC 150/5340-1M Standards for Airport Markings
FAA AC 150/5370-10H Standard Specifications for Construction of Airports
FAA AC 150-5370-2G Operational Safety on Airports During Construction

SECTION II - GENERAL ASSUMPTIONS AND CLARIFICATIONS

The following is a list of general assumptions and clarifications forming the basis of the fee proposal included herein as Exhibit C for providing the services detailed in this Scope of Services. It must be noted that any change to these general assumptions constitutes a change in the project scope and may result in a revision to the attached cost proposal and the Scope of Services.

- 1. The anticipated project schedule is included below. Any and all additions, changes or deletions to this scope of work may require additional negotiations to the ENGINEER's Scope, Fee, and Production Schedule.
2. The costs for obtaining construction permits are excluded in the fees under this Agreement.

3. Any permitting not specifically identified in this scope is excluded but may be added as an additional service by request of OWNER.
4. Designs are based on visual observances from site trips. Unforeseen conditions that require repair may be revealed during construction. Additional Engineering services to address unforeseen conditions will be negotiated as required.

Project Schedule

The following milestone schedule has been established for this project:

Submit Engineering Agreement by March 7, 2020
 Submit Environmental Determination by April 2, 2020
 Submit 90% Engineer's Report, Plans, Specifications, and safety plan by April 2, 2020
 Open Bids by May 15, 2020
 Submit Grant Application by..... June 1, 2020

SECTION III - SERVICES OF THE ENGINEER

To develop the scope of work and associated fees, the work has been divided into various phases. This section presents the specific phases to be undertaken in this Scope of Services. The work phases will be performed by the ENGINEER's staff, consisting primarily of Project Management Staff, Technical Design and Production Staff, and Construction Office and Field Staff. The individual work tasks will be assigned to appropriate personnel as deemed necessary by the ENGINEER to provide the services identified in each task. Where pertinent, staff assignments are included in the description of the work tasks.

The ENGINEER is to perform for the above-named PROJECT professional services as hereinafter set forth:

BASIC SERVICES

TASK 1 – GENERAL REQUIREMENTS AND PROJECT ADMINISTRATION

Task 1.1 Project Management

Under this task, the ENGINEER will provide a main Point of Contact to manage the PROJECT. The ENGINEER will be responsible for coordinating OWNER and Agency issues for the PROJECT, such as interfacing with OWNER staff, and other federal, state, and local agencies. The ENGINEER will work closely with all identified PROJECT stakeholders to ensure that the OWNER's goals and objectives are met within the agreed upon schedule.



Deliverable: Copies of meeting minutes prepared by the ENGINEER and copies of project correspondence as requested

Task 1.2 Meeting Attendance

Under this task, the ENGINEER's main Point of Contact will attend design meetings with the OWNER. The ENGINEER's Project Manager and/or appropriate technical leads will attend as deemed necessary by the OWNER and ENGINEER. Attendance at the following meetings is included in this Scope of Services:

- Design Review Meetings at 30% and 90% Design

Deliverable: Copies of meeting minutes prepared by the Engineer

Task 1.3 Quality Control

This task will include quality control reviews and incorporation of comments in accordance with the ENGINEER's Quality Control Program. In addition, review comments provided by the OWNER and other agencies reviews of deliverables will be incorporated as appropriate.

Deliverable: None

TASK 2 – DATA COLLECTION AND PROJECT RESEARCH

Task 2.1 Collect and Review Existing Data

This task will include the collection and review of existing site data, including site conditions of the work area.

Deliverable: None

Task 2.2 Topographical Survey

EXCLUDED

Task 2.3 Geotechnical Investigation and Testing

EXCLUDED

TASK 3 – BASIC DESIGN SERVICES

Description

Under this phase, the ENGINEER will prepare and obtain OWNER's approval of detailed drawings which show the scope of the work to be performed by contractors on the

PROJECT, including such specifications, instructions to bidders, general conditions, special conditions, and technical provisions required by the OWNER.

The ENGINEER will furnish the OWNER engineering data for, and assist in the preparation of, the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT.

Task 3.1 Safety Documents

The ENGINEER will develop a Construction Safety and Phasing Plan (CSPP).

Deliverable: Submission of a CSPP to the FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website

Task 3.2 Construction Drawing Production

Under this task, the ENGINEER will produce 30%, 90%, and Issued for Bid Drawings. The ENGINEER will assemble and compile the electronic work products developed under the design tasks and prepare a set of construction drawings for the PROJECT. The drawing package will include such drawings as the ENGINEER deems appropriate and necessary to bid and construct the PROJECT.

Deliverable: One (1) each electronic PDF copy of the 30%, 90%, and Issued for Bids Construction Drawings for the OWNER's use. The ENGINEER will provide any requested CAD files.

Task 3.3 Project Specifications

Under this task, the ENGINEER will prepare for review and approval of the OWNER, front end documents, contract documents, technical specifications and bid schedules specific to the PROJECT.

Technical Specifications will be based on the most current versions of FAA Advisory Circular 150/5370-10H, Standards for Specifying Construction of Airports. For work not covered by the FAA Advisory Circulars, the ENGINEER will prepare specifications consistent with the ENGINEER's master specifications.

Deliverable: One (1) each electronic PDF copy of the 30%, 90%, and Issued for Bids Specifications for the OWNER'S use

Task 3.4 Calculate Quantities and Engineer's Opinion of Probable Cost

Under this task, the ENGINEER will prepare an Engineer's Opinion of Probable Construction Cost, to be submitted with the 30%, 90%, and Issued for Bid

Submittals. The ENGINEER will determine the appropriate bid items, methods of measurement and payment for the construction contract.

Deliverable: Quantities and Engineers Opinion of Probable Cost to be presented to the Owner at each submittal

Task 3.5 Construction Time Determination

Under this task, the ENGINEER will develop a schedule for use in phasing and determining the duration required to complete the work as identified in the Plans and Specifications.

Deliverable: Schedule to be included in Construction Documents

TASK 4 – SPECIAL SERVICES

GOVERNMENTAL NOTIFICATIONS

Task 4.1 Documented Categorical Exclusion

These tasks will address, through the preparation of a Documented Categorical Exclusion (CATEX), the potential environmental impacts associated with the PROJECT.

Analysis and Documentation

A Documented CATEX will be prepared using the Standard Operating Procedure (SOP) 5.1, Appendix A form for submittal to the FAA for determination regarding categorically excluding the PROJECT from further National Environmental Policy Act (NEPA) of 1969 analysis.

Task 4.2 Notice of Proposed Construction or Alteration

These tasks will address, through the preparation of a Notice of Proposed Construction or Alteration (FAA Form 7460-1), notification to the FAA of the proposed PROJECT.

Analysis and Documentation

A Notice of Proposed Construction or Alteration will be prepared in accordance with 14 Code of Federal Regulations (CFR) Part 77. The completed Appendix A form and all attachments will first be provided to the OWNER for review and comment. Once the OWNER's comments have been incorporated into the final report, PDF copies of the Documented CATEX form with supporting documentation will be prepared and transmitted to FAA and/or TAD on behalf of the OWNER for determination regarding categorically excluding the project from further analysis.

Exclusions

Coordination with agencies other than the FAA are excluded. Additional coordination can be added via addendum should they be required by reviewing agencies.

Deliverable: Documented Categorical Exclusion (CATEX)

TASK 5 – BIDDING PHASE SERVICES

Task 5.1 General Bidding Phase Services

This task will include support provided to the OWNER in order to advertise, receive bids, and award one (1) construction contract based on the construction documents prepared by the ENGINEER. Support to be provided will include:

- Providing sets of the Contract Documents to public plan rooms and contractors seeking to submit bid proposals. Contractors will be able to purchase Contract Documents from the ENGINEER for a non-refundable fee to cover the costs to reproduce the documents.
- Respond to bidder's questions in writing through the issuance of any addenda to the Contract Documents.
- Development and issuance of any Construction Drawing or Specification Revisions for inclusion in any addenda to the Bid Documents.
- Prepare a Certified Tabulation of Submitted Bids and submit to the OWNER.
- Assist the OWNER in evaluation of bids and recommend award of the contract to the lowest responsive and responsible bidder.

Deliverable: Addenda, written responses to Bidder questions and any Construction Drawing or Specification Revisions or Clarifications to be included in addenda, Certified Bid Tabulation, and recommendation of award.

Task 5.2 Attend Pre-Bid Meetings and Bid Openings

This task will include the Attendance at one Mandatory Pre-Bid Meeting and one Bid Opening by the ENGINEER's staff. Attendees for the ENGINEER will conduct the Pre-Bid meetings and document the meetings and any bidder questions for inclusion in the Addendum. Following the Pre-Bid meetings, the ENGINEER will conduct a site visit to the PROJECT work area for the benefit of the bidders. The ENGINEER will assist the owner at the Bid Opening as requested.

Deliverable: Meeting Minutes

SECTION IV – EXCLUSIONS

The following are excluded from the project scope of work at this time but are expected to be added in the future:

- Construction Administration
- Resident Project Representative (RPR) Work
- Project Closeout



EXHIBIT "C"
COMPENSATION
WORK AUTHORIZATION NO. 20-01
CLEVELAND MUNICIPAL AIRPORT
PAVEMENT AND MARKING MAINTENANCE

BASIC SERVICES

1. The ENGINEER shall be compensated by the OWNER for Design Services, identified in the Scope of Services. Said total compensation shall be a cost-plus fixed fee of:

\$49,811.00

2. The ENGINEER shall be compensated for Governmental Notifications identified in the Scope of Services. Said total compensation shall be a cost-plus fixed fee of:

\$1,580.00

3. The ENGINEER shall be compensated for Bidding Services identified in the Scope of Services by the OWNER. Said total compensation shall be a cost-plus fixed fee of:

\$8,196.00

WA-20-01
PAVEMENT AND MARKING MAINTENANCE

C-1

FILE: 34919-11
FEBRUARY 11, 2020

ORDERED this March 3, 2020.

ORDER TO AUTHORIZE B&P AIR LLC TO EXERCISE LEASE OPTION

After discussion, upon Motion by Alderman Abraham, second by Alderman Sanders, and unanimously adopted, it is ordered to authorize B&P Air LLC to exercise the option with its current lease agreement to allow for the leasing of an additional one-acre parcel lying adjacent to and north of the currently leased property with the intent to expand current operations.

ORDERED this March 3, 2020.

ORDER TO SEND HEARING NOTICES PER THE LOCAL DEBT COLLECTION PROGRAM

After discussion, upon Motion by Alderman Gainpoletti, second by Alderman Campbell, and unanimously adopted, it is ordered to send hearing notices per the Local Debt Collection Program to allow for the collection of delinquent municipal court fines by the Municipal Intercept Company, LLC as detailed per EXHIBIT B.

ORDERED this March 3, 2020.

**ORDER TO APPROVE ARCHITECTURE AGREEMENT FOR THE POLICE
STATION RENOVATION PROJECT**

After discussion, upon Motion by Alderman Janoush, second by Alderman Abraham, and unanimously adopted, it is ordered to approve an architecture agreement with Belinda Stewart Architects for the Police Station Renovation Project.



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 6th day of January in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Cleveland
PO Box 1439
Cleveland MS 38732
662.846.1471

and the Architect:
(Name, legal status, address and other information)

Belinda Stewart Architects, PA
PO Box 867 / 61 North Dunn Street
Eupora MS 39744

for the following Project:
(Name, location and detailed description)

BSA Project #1906
Cleveland Police Station, Restoration / Renovation
301 Sharpe Avenue South
Cleveland MS 38732

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

init.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Renovation / Restoration of Cleveland Police Station including window restoration, masonry repair and interior renovations.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Cleveland Police Station
301 S Sharpe Avenue, Cleveland, Mississippi 38732

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

\$203,474.00 total project budget. A cost estimate will be provided at each design submittal. Written confirmation of the budget shall be required if necessary by the Owner with each design submittal.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

To Be Determined

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Billy Nowell, Mayor
City of Cleveland
PO Box 1439
Cleveland MS 38732
662.846.1471
dominique.green@cityofcleveland.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Dominique Green, City Clerk
City of Cleveland
662.846.1471

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To Be Determined, if required

.2 Civil Engineer:

To Be Determined, if required

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Stephanie Stewart, Project Manager
Belinda Stewart Architects, PA
PO Box 867 / 61 North Dunn Street
Eupora MS 39744
662.258.6405
stephanie@belindastewartarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Mechanical Engineer:

Gary Tanksley
Tanksley & Associates, PLLC
PO Box 4365
Brandon MS 39047
601.780.0279

.2 Electrical Engineer:

Chris Green
The Power Source, PLLC
945 Madison Avenue
Madison MS 39110
601.605.4820

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Five Hundred Dollars and Zero Cents (\$ 500,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and

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excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, Two Million Dollars and Zero Cents (\$ 2,000,000.00) each employee, and Two Million Dollars and Zero Cents (\$ 2,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.4 The Design Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.2.5 The Architect shall submit the Design Documents and Cost Estimate to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.3.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4 Procurement Phase Services

§ 3.4.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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§ 3.4.2 Competitive Bidding

§ 3.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.4.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.4.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.4.3 Negotiated Proposals

§ 3.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.4.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.4.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5 Construction Phase Services

§ 3.5.1 General

§ 3.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.5.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.5.2 Evaluations of the Work

§ 3.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and

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to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.5.3 Certificates for Payment to Contractor

§ 3.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.5.4 Submittals

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§ 3.5.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.5.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.5.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.5.5 Changes in the Work

§ 3.5.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.5.6 Project Completion

§ 3.5.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

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- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.5.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.5.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Owner/Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.16 Contractor is required to provide As-Built Record Documents as part of the Close Out Documents.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One (1) visit per month to the site by the Architect during construction
- .3 One (1) inspection for the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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4 One (1) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted

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herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration -N/A

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder --N/A

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Architectural/Engineering Design Services through completion of the procurement phase shall be provided for a fee of Seven Percent (7%) of the Construction Amount. Construction Architectural/Engineering Services through Construction Administration shall be provided for a fee of Five Percent (5%) of the Construction Amount, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

- Hourly based on Architect's Current Hourly Rates plus expenses based on the Current BSA Rate Sheet.
- Hourly based on Consultants' Current Hourly Rates plus expenses based on Consultants' Current Hourly Rates.

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

- Hourly based on Architect's Current Hourly Rates plus expenses based on Current BSA Rate Sheet.
- Hourly based on Consultants' Current Hourly Rates plus expenses based on Consultants' Current Hourly Rates.
- Alternate Bids approved by the Owner but not included in the Construction Amount will be billed at Seven Percent (7%) of the bid value following the accepted bid.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Phase	Thirty-Five	percent (35	%)
Construction Documents Phase	Thirty-Five	percent (35	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty-Five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate (\$0.00)
N/A	N/A

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Other similar Project-Related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

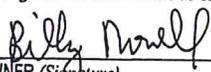
[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[N/A] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

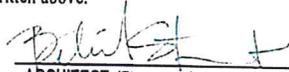
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Belinda Stewart Architects, PA Current Rate Sheet (Exhibit A)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Billy Nowell, Mayor
City of Cleveland, MS
(Printed name and title)


ARCHITECT (Signature)

Belinda Stewart, FAIA/President
Belinda Stewart Architects, PA
(Printed name, title, and license number, if required)



Exhibit A

RATES and TERMS – October 1, 2019

HOURLY RATES:1

Commercial & Residential

Principal Architect	\$150.00
Studio Director	\$115.00
Sr. Architect / Project Manager	\$100.00
Preservation Specialist.....	\$ 85.00
Architect / Senior Project Coordinator	\$ 80.00
Architect Intern/ Project Coordinator.....	\$ 75.00
Senior Drafter	\$ 65.00
Intermediate Intern	\$ 65.00
Intern Architect/Intern Designer/Intern Drafter.....	\$ 55.00
Student Intern.....	\$ 45.00
Project Administrator	\$ 50.00
Grant Writer /Administrator	\$ 50.00
Clerical / Administrative.....	\$ 35.00

NORMAL EXPENSES:

Travel, private vehicular. . .As allowed by the IRS	\$0.58 per mile
Travel, commercial	Cost of Fare without Markup
Photographic Development.....	Cost of development without markup
Large Format Copying.....	\$3.00 per copy
Copies	\$.015 per copy
Color Copies.....	\$0.90 per copy
Faxes	\$.50 per page
Postage/Delivery	Cost of Postage/Delivery without Markup
Meals/Lodging-Overnight Travel Only	Cost of Meals/Lodging Without Markup
Licensed Contract Document Forms(Agreements, Change Order, etc.).....	At Cost

SPECIAL EXPENSES:

Drone w/Tech.....	\$1,500 per day or \$1,000 for ½ day
Additional tech will be charged hourly rate above for minimum of 4 hours (1/2 day)	
Equipment Rentals.....	Cost of Rental without Markup
Additional Consultants.....	Cost of Consultant with 10% Markup

GENERAL TERMS and CONDITIONS:

Travel is billed at the Architect's Hourly Rates, portal to portal, plus expenses. After Hours and Weekend Services will be billed at 150% of Architect's Hourly Rate. All invoices are due upon receipt and will be considered PAST DUE thirty days after the invoice date.

61 North Dunn Street, P.O. Box 967
 Eupora, Mississippi 39744
 BELINDA STEWART ARCHITECTS, P.A. 662.258.6405 & 662.258.6452 fax
 bsa@belindastewartarchitects.com
 www.belindastewartarchitects.com

ORDERED this March 3, 2020.

ORDER TO APPROVE ECONOMIC DEVELOPMENT ADMINISTRATION PROGRAM GRANT MATCH RESOLUTION FOR THE BAXTER WATER WELL PROJECT

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Campbell, and unanimously adopted, it is ordered to approve the match resolution for the Economic Development Administration program grant related to the Baxter Water Well Project as detailed below.

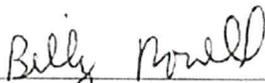
A RESOLUTION AUTHORIZING THE COMMITMENT
OF LOCAL FUNDS FROM THE CITY OF CLEVELAND, MISSISSIPPI AS
LOCAL MATCH FOR A ECONOMIC DEVELOPMENT ADMINISTRATION GRANT

WHEREAS, The City of Cleveland has agreed to apply for a FY 2020 EDA Public Works and Economic Adjustment Assistance Program Grant, and

WHEREAS, The City of Cleveland agrees to provide \$100,000 of local funds as match to help procure funds per the FY 2020 EDA Public Works and Economic Adjustment Assistance Program,

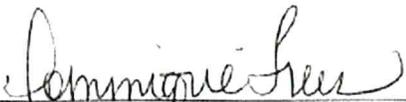
NOW THEREFORE, BE IT RESOLVED that the City of Cleveland agrees to commit \$100,000 of local funds as match for FY 2020 EDA Public Works and Economic Adjustment Assistance Program Grant application and use the funds to help complete the grant activities should the project be funded.

RESOLVED, this the 3rd day of March, 2020, by the Board of Aldermen, Cleveland, Mississippi.



Billy Nowell, Mayor
Cleveland, Mississippi

ATTEST:



Dominique Green, City Clerk
Cleveland, Mississippi

ORDERED this March 3, 2020.

ORDER TO APPROVE EMPLOYEE ACTION RECOMMENDATIONS

After discussion, upon motion by Alderman Sanders, second by Alderman Gainspoletti, and unanimously adopted, it is ordered to approve the Employee Action Recommendations as presented.



Employee Action Recommendations
Tuesday, March 3, 2020

Employee Name	Type of Action	Requested Effective Date	Department		Job Title		Pay Rate	
			Currently	Requested	Currently	Requested	Currently	Requested
Richard McClinton Jr	New Hire	3/3/2020		Public Works		Street Laborer		\$11.00
Devonte Davis	New Hire	3/3/2020		Public Works		Street Laborer		\$11.00
Llewellyn Wince	New Hire	3/3/2020		Park Commission		Maintenance Director		\$21.00
Henry Clay	New Hire	3/3/2020		Police Dept		Part time Maintenance worker		\$10.00
Jakovis Stewart	New Hire	3/3/2020		Police Dept		Patrolman		\$16.95

ORDERED this March 3, 2020.

ORDER TO APPROVE REVISED GRIEVANCE POLICY

After discussion, upon Motion by Alderman Sanders, second by Alderman Campbell, and unanimously adopted, it is ordered to approve the revised *Grievance Policy* as detailed below.

Policy Index #5.04
Last Rev. Date 11/05/2013



ADMINISTRATIVE POLICY AND PROCEDURE

Title: Grievance Policy		Subject: Employee Grievances		
Board Adopted and Effective Date	Last Review	Page	Index Number	Board Approved
11/05/2013	06/11/2018		5.04	11/05/2013

Purpose

It is the policy of the City of Cleveland that any regular employee should have the right to air valid complaints and/or concerns regarding matters affecting his/her employment which s(he) considers unjust.

When a question exists as to whether or not a particular matter is covered by the grievance policy, **final judgment will rest with the Mayor and Board of Alderman**. A grievance claim will be denied when the grievance concerns ordinances and statutes; pertains to matters in which the aggrieved has no direct interest or when the Mayor and Board of Alderman has sufficient reason to believe that a grievance has been brought in bad faith or for inappropriate reasons. Grievance procedures will always be followed when the matter affecting employment involves a liberty interest of the employee.

Organizations Affected

This policy shall apply to all employees and departments/division of the City of Cleveland.

Policy

The City of Cleveland expects both Supervisor and employee to make every effort to resolve problems when they arise before initiating the grievance process. The forgoing procedures of direct communications and discussion should result in a full disclosure of facts and a fair and speedy resolution to most complaints arising out of day-to-day City operations.

Step 1. Any employee who believes they have a grievance shall, within a period of seven (7) calendar days after the date of the action, submit their grievance in writing by way of a grievance initiation form to the immediate supervisor and shall include the following information:

- Name of grievant
- Date of occurrence giving rise to the grievance
- Specific statement of actual grievance including all relevant facts

- The relief sought
- Signature of grievant
- Date filed

The Supervisor and/or Department Director shall give a written answer to the employee within five (5) calendar days of receipt of grievance by way of a grievance response form.

No grievances shall be entertained or processed unless filed within the time limits, and according to the guidelines set forth in this policy. If a grievance is not appealed within the time limits so provided, the employee may immediately appeal to the next step in the procedure. The parties may mutually agree in writing to extend any time limits.

Step 2. If the employee disagrees with the decision of the Supervisor and/or Department Director, the employee may forward the grievance in writing to the Human Resources Director within seven (7) calendar days of receipt of the Supervisor and/or Department Director's written response. The Human Resources Director shall obtain relevant information from the grievant and Supervisor and/or Department Director and make careful inquiry into the facts and circumstances of the grievance. The Human Resources Director shall inform the employee of a decision and reason(s) thereof in writing, by way of a grievance response form, within seven (7) calendar days of receipt of the employee's grievance. This decision is final and subject to no further appeal. **If disciplinary action is requested please refer to Conduct and Discipline Policy, which will require approval of Mayor and Board of Alderman.**

All records will be maintained by Human Resource Department with other information relating to the grievance and may be made available for review by the aggrieved employee upon request. All Department Directors grieve directly to the Human Resource Director.

Definitions

Grievance – a cause of distress or feelings of being treated unfairly felt to afford reason for formal complaint filed by a regular employee in response to action(s) involving interpretation or application of rules and regulations, suspension, demotion, and/or dismissal.

Liberty Interest – a liberty interest is that interest an employee has in his/her employment that can be adversely affected by an allegation of misconduct which, if publicized, could negatively impact the employee's standing or reputation within the community concerning the employee's good name, honesty, honor, or integrity and which could affect the employee's freedom or ability to obtain other employment

Regular Employee- an employee that has completed the pre-regular employee period of six months and who has been assigned to a position scheduled to work forty (40) hours a week. Regular full time employees are eligible for all benefits such as insurance, annual leave, etc.

Grievance Forms

Grievance Initiation Form

Grievance Response Form

Request for Hearing

ORDERED this March 3, 2020.

ORDER TO APPROVE REVISED PERSONAL PROPERTY POLICY

After discussion, upon Motion by Alderman Janoush, second by Alderman Abraham, and unanimously adopted, it is ordered to approve the revised *Personal Property Policy* as detailed below.





**ADMINISTRATIVE
POLICY AND PROCEDURE**



Title: Personal Property		Subject: All City Employees		
Board Adopted and Effective Date:	Supersedes (Last Review)	Page	Index Number	Board Approved
8-6-2019	12-13-2019		5.09	08-06-2019

Purpose

Protection of employee and City of Cleveland equipment.

Organizations Affected

This policy shall apply to all employees and departments/divisions of the City of Cleveland.

Policy

The City of Cleveland is not responsible for any lost, stolen or damaged personal property. Your personal property is not covered under our business insurance policy.

The City of Cleveland has invested money in property and equipment so you can do your job. Use of City property and equipment is a benefit and therefore employees do not have any claim or entitlement to use City property. The assignment of property is temporary and can be changed at any time. You are responsible for taking reasonable precautions to prevent theft or vandalism of all equipment entrusted to you. You are also responsible for the destruction of all equipment entrusted to you beyond normal wear and tear. The City of Cleveland reserves the right to deduct the value of lost or damaged equipment from your pay upon written consent so long as the deduction does not have the effect of reducing your wages below the federal minimum wage. The City retains the right to take all lawful action necessary to recover or protect our property at any time. If a piece of equipment or property is unsafe for use, report it immediately to your supervisor.

Failure to use property appropriately and failure to report equipment and property issues, may result in disciplinary action up to termination.

The City may establish additional policies, guidelines and requirements regarding the acquisition, provision or use of City property and related services. You are expected to adhere to such changes in policies, guidelines, and requirements and will be held responsible for doing so.

This policy statement shall further service as written notice to you that when your employment with the City ends, we expect you to return all equipment that has been entrusted to you in good repair. If you do not return a piece of property, or return a piece of property in disrepair due to your misuse we may

withhold the cost of repairs or replacement from your final paycheck so long as the deduction does not have the effect of reducing your wages below the federal minimum wage. The City retains the right to take all lawful action necessary to recover or protect our property at any time.

	Occurrence	Discipline Step and Action
	1 Occurrences	Step 1: Written Warning
City Property Damage	2 Occurrences	Step 2: Five (5) day suspension without pay

If damage of City property exceeds the amount of \$250.00 the City reserves the right to deduct the value of lost or damaged equipment from your pay upon written consent so long as the deduction does not have the effect of reducing your wages below the federal minimum wage.

ORDERED this March 3, 2020.

ORDER FOR EXECUTIVE SESSION

After discussion, upon Motion by Alderman Povall, second by Alderman Gainspoletti, and unanimously adopted, it is ordered that the Board go into closed session

to consider going into executive session to discuss potential litigation, the Siemens litigation, a lease proposal and economic development as it relates to the Mobile Stage use, Retail Strategies and Faurecia.

ORDERED this March 3, 2020.

After discussion, upon Motion by Alderman Povall, second by Alderman Gainspoletti, and unanimously adopted, it is ordered that the Board go into executive session to discuss potential litigation, the Siemens litigation, a lease proposal and economic development as it relates to the Mobile Stage use, Retail Strategies and Faurecia.

ORDERED this March 3, 2020.

EXECUTIVE SESSION

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

Upon motion by Alderman Povall, second by Alderman Janoush, and unanimously adopted, it is ordered to approve the revised Mobile Stage Use agreement.

Upon motion by Alderman Janoush, second by Alderman Sanders, and unanimously adopted, it is ordered to authorize the City Clerk to determine the best course of action in dealing with a citizen vehicle involved in an accident with a patrol vehicle.

Upon motion by Alderman Povall, second by Alderman Campbell, and unanimously adopted, with the exception of Alderman Janoush who recused himself, it is ordered to approve an agreement with Cotton Row Hospitality, LLC to lease 215 N. Bayou Avenue for a term of one (1) year for \$500 per month.

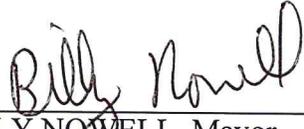
Upon motion by Alderman Povall, second by Alderman Campbell, and unanimously adopted, it is ordered that the Board come out of executive session and re-enter open session

ORDERED this March 3, 2020.

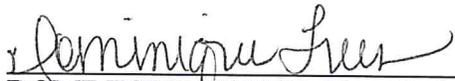
ORDER TO ADJOURN

With there being no further business of the Board that needs attention, upon motion duly made by Alderman Povall, second by Alderman Campbell, and unanimously adopted, it is ordered that the Regular Board Meeting of March 3, 2020 be adjourned.

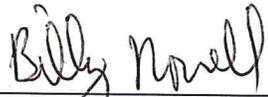
ORDERED this March 3, 2020.


BILLY NOWELL, Mayor

Attest:


DOMINIQUE GREEN, City Clerk

Minutes approved this 7th day of April, 2020.


BILLY NOWELL, Mayor

Attest

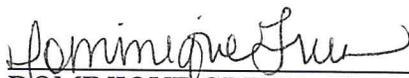

DOMINIQUE GREEN, City Clerk

EXHIBIT A

Upon presentation and examination of the minutes of the February 4th regular meeting and the special called meeting on February 17th, 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 the month immediately preceding the month of this meeting, aggregating \$535,307.87 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
March 3, 2020**

Site Address	Parcel #	Legal	Owner Name	Owner Address	Owner City	Complaint
714 Ruby Street	33-21-420-00-00600	Lots 6 & 7 & E 20' OF Lot 5 Nelson Addition	Shelia Hicks	714 Ruby Street	Cleveland, MS 38732	Burned structure, broken trees, overgrowth, junk, & debris
203 Washington Street	33-21-900-00-03700	A Lot in SW 1/4 of NE 1/4 S21 T22 R5 Cleveland Not Platted	Lois Thomas	466 Muscadine Rd.	Greenville, MS 38701	Dilapidated Structure, limbs, trash and junk
634 N. Bayou Avenue	33-17-085-00-04700	S 1/2 of Lot 47 Carpenter & Walker 3rd Subdivision	Barbara Jean Ray Blaylock	634 N. Bayou Avenue	Cleveland, MS 38732	Broken Tree
632 N. Bayou Avenue	33-17-085-00-04601	N 1/2 of Lot 46 Carpenter & Walker 3rd Subdivision	Katherine Elizabeth Bobinger	7125 Edgewater Drive	Ridgeland, MS 39157	Junk in carport
603 N. Bayou Avenue	33-16-090-00-06401	S 125 Ft of N 325 F of Lot 64 Carpenter & Walker 4th Subdivision	Aubrey A. Jackson	603 N. Bayou Avenue	Cleveland, MS 38732	Dilapidated Structure
312 W. Carpenter Street	33-16-900-00-05003	Part in west 1/2 of NW1/4, S16, T22, R5	Carpenter Estates, LLC c/o Hayes Gibson Property Services	320 W 8th St. Suite 216	Bloomington, IN 47404	Dilapidated Fence

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

Car Tows
March 3, 2020

Case Date	Site Address	Complaint	Description
2/24/2020	205 Washington Street	inoperable vehicle parked in the street, on flats and	Dodge Ram 1500 SLT (Gray) Tag # BL1 5359 11-20
2/24/2020	660 N. Bayou Avenue	expired tag, inoperable vehicle parked in yard	Chevrolet Cobalt LT (White) Tag # CMQ 210 2-16 Coahoma
2/24/2020	405 Clasco Place	inoperable vehicle parked in the street	GMC Sierra Classic 1500 (Brown and Beige) Antique tag 568017
2/24/2020	405 Clasco Place	inoperable vehicle on jacks and expired tag	Geo Tracker (Red) Tag # BVE 201 4-19
2/24/2020	603 N. Bayou Avenue	Wrecked and inoperable vehicle	Honda Civic EX (silver) Tag # BLB 8087 9-20
2/24/2020	603 N. Bayou Avenue	Wrecked, inoperable vehicle and expired tag	Toyota Camry (Gold with green doors) Tag # BRN 124 9-18
2/24/2020	300 McClain Avenue	inoperable vehicle, expired tag, flat tire and blocking sweeping	Chevy Impala (silver) Tag # 850 VBJ 12-19 Arkansas
2/24/2020	717 Aloe Avenue	abandoned, inoperable vehicle, flat tire and	Cadillac CTS (gray beige) Tag # BLA 8599 2-20

Unanimously adopted as part of the consent agenda, it is ordered to approve the lifting of the Open Container Ordinance for the duration of the Eats to Beats Festival on May 2nd, 2020.
Unanimously adopted as part of the consent agenda, it is ordered to approve the lifting of the Open Container Ordinance for the duration of the Delta Arts Alliance "A Night in the Arts" Block Party on June 6th, 2020.

Unanimously adopted as part of the consent agenda, it is ordered to authorize the advertisement for bids for the Airfield Pavement Rehabilitation Project.

Unanimously adopted as part of the consent agenda, it is ordered to approve the exemption of specified police department vehicles from vehicle markings as detailed per the listing below.

1	2020	Ram Truck 1500	1C6RR6KG8LS102091	Granite	Smith
2	2020	Ram Truck 1500	1C6RR6FG8LS118172	Red	Goss

EXHIBIT B

Last Name	First Name	Address	City	State	Amount
ABLES	TIMOTHY	617 HWY82W	INDIANOLA	MS	3,271.88
ADAMS	MICHAEL	928 CROSS STREET	CLEVELAND	MS	1,372.50
ADAMS	MUTISYA	1005 SEARCY	CLEVELAND	MS	532.00
ADAMS	RICHIE	600 FRONT ST	RULEVILLE	MS	405.00
ALBRIGHT	CRYSTAL	1209 DOUGLAS ST	SHELBY	MS	384.75
ALLEN	SCOTTY	113 N VICTORIA	CLEVELAND	MS	513.50
AMISON	BEUNKIA	300 W GERTRUDE	DREW	MS	534.75
ANDERSON	DORRIS	201 GREER ST	ITTA BENA	MS	394.75

ANDERSON	LIZZIE	109 E CYPRESS ST	GLENDORA	MS	623.00
ARMSTRONG	XZAVIER	120 COLEMAN #9	CLEVELAND	MS	402.25
BAKER	LUCAS	211 SUNFLOWER RD	MERIGOLD	MS	265.75
BAKER	NICHOLAS	446 TIM JONES HW	BOYLE	MS	626.00
BANYON	JENNIFER	903 PARKVIEW ST	CLEVELAND	MS	204.00
BARNES	FRANKIE	HUMPHREYS HWY CR 28	GREENWOOD	MS	386.00
BASS	JAMES	113 N MLK DRIVE	CLEVELAND	MS	721.00
BATICE	MAURICE	821 GEORGE ST	MOUND BAYOU	MS	659.75
BATTEAST	NIESHA	202 FAISON ST	INDIANOLA	MS	495.50
BEDFORD	ANDREA	104 GREYER	WINSTONVILLE	MS	2352.5
BEDFORD	MYRON	804 GEORGE ST	MOUND BAYOU	MS	2,026.75
BELL	MACORIAN	1006 BELL	CLEVELAND	MS	1,008.00
BELTON	KERENSKI	709 PEARL ST	CLEVELAND	MS	511.00
BISHOP	DERRELL	5512 HWY 61 N.	MOUND BAYOU	MS	673.00
BLACK	DUSTIN	308 SUNFLOWER AV	INDIANOLA	MS	513.00
BLACK	NAKIA	1514 FORREST ST	SHELBY	MS	2,034.50
BLAKE	DAVID	1015 SASSE	CLARKSDALE	MS	623.00
BLAKE	MARIE	170 FARRELL GAITHER ST	CLARKSDALE	MS	623.00
BLAND	TAKEDYA	200 KEN LUCAS ST	CLEVELAND	MS	187.00
BOONE	NSENGA	1059 CARR RD	CLARKSDALE	MS	670.50
BOOTH	ALEX	1302 ST CHARLES ST	ROSEDALE	MS	366.00
BRADLEY	GERONE	900 WHITE ST Apt 1C	CLEVELAND	MS	2,004.00
BRADLEY	JASMINE	803 SHAMROCK DR	CLEVELAND	MS	5,472.00
BRAND	SHIRLEY	721 S DAVIS	CLEVELAND	MS	871.00
BRAZAN	BENNIE	2888 HWY 450	CHOCTAW	MS	2,130.00
BRITTON	VAYKASHIA	199 N BROADWAY Apt C3	SHELBY	MS	373.00
BROWN	ANGELA	907 1/2 CHURCH ST.	CLEVELAND	MS	850.00
BROWN	DEMARCO	630 LYNN AV	CLARKSDALE	MS	1,242.90
BROWN	FRANKIE	379 SOUTH BLVD #4	DREW	MS	186.00
BROWN	PETE	310 WEST HEAD CR #J3	RULEVILLE	MS	830.25
BRYANT	JERRY	311 NOBLIN ROAD	CLEVELAND	MS	519.00
BUIE	L C	128 LAKE BOLIVAR RD	BENOIT	MS	450.00
BURGS	LARRY	437 WELLS DR	GREENVILLE	MS	1,066.50
BURNETT	JB	1705 JUANITA CR	CLEVELAND	MS	766.00
BURNETT	LAVORIS	1705 JUANITA CR	CLEVELAND	MS	423.50
BURNS	DEONDRA	405 FOURTH ST	MOUND BAYOU	MS	581.50
CALDWELL	WALTER	511 RUBY ST	CLEVELAND	MS	1,475.70
CAMPBELL	ANGELA	800 SHAMROCK #601	CLEVELAND	MS	1,086.50
CARR	BOBBY	704 STARKS ST	SHAW	MS	1,149.25
CARR	KEVIN	323 E SUNFLOWER	RULEVILLE	MS	585.00
CARTER	DORIS	2447 1 HW	BENOIT	MS	534.75
CARTER	ROY	210 CLARK	BOYLE	MS	523.00
CARVER	SHANEDRIS	220 DELTA Apt 103	CLEVELAND	MS	425.50
CHRISTIAN	KEITH	499 SHARKEY RD	TIPPO	MS	423.00
CLERK	SYLVESTER	207 CLERK STREET	BOYLE	MS	202.00
CLEVELAND	WILLIE	600 WIGGINS	CLEVELAND	MS	1,752.00
CLIFTON	ANTHONY	5381 HWY 61 HW	MOUND BAYOU	MS	1,265.00
CLINCY	EVERLINA	607 ROSEMARY RD Apt 26	CLEVELAND	MS	769.50
COCKROFT	JAMECIA	201 LOMBARDY RD	DREW	MS	434.00
COLEMAN	JIMMIE	3062 LOTUS ST	MEMPHIS	TN	1,109.00
COLEMAN	JOLUNDA	708 PEARL AV	CLEVELAND	MS	152.50
COLEMAN	WILLIE	911 BELL STREET	CLEVELAND	MS	618.50
COLLINS	ROBERT	1418 ALOE STREET	CLEVELAND	MS	1,353.00
COOPER	ROBIN	11 DEMARS Apt 11	CLEVELAND	MS	1,699.50
COOPER	SAMMIE	117 COTTONWOOD	DUNCAN	MS	553.00

COOPER	TARA	710 JACKSON ST	CLEVELAND	MS	595.00
COOPER	TIMORRIS	513 KENNEDY DR	ROSEDALE	MS	93.50
CORDELL	KENNETH	2160 HWY 446	SHAW	MS	464.00
COX	LAMONT	404 DELTA ST	SHELBY	MS	534.75
CRAIG	DOROTHY	843 VINCENT ST	CLARKSDALE	MS	449.75
CRAWFORD	MICHAEL	606 S LEFLORE AV	CLEVELAND	MS	874.00
CRAWFORD	JEREMY	611 NORTH AVE	GUNNISON	MS	398.50
CROSS	BRENDA	600 CR Apt B-2	ITTA BENA	MS	1,297.75
CURRY	RODNEY	209 ROOSEVELT	INDIANOLA	MS	372.00
DANIELS	ASHLEY	900 WHITE ST Apt 3B	CLEVELAND	MS	334.75
DANIELS	MARK	819 NEWSOME	CLEVELAND	MS	1,203.00
DAVENPORT	LATASHA	765 LOMBARDY RD	DREW	MS	1,535.25
DAVIS	ISAIAH	1713 JUANITA CR	CLEVELAND	MS	733.00
DAVIS	JOHN	264 W MCKELLAR ST	MEMPHIS	TN	3,592.25
DAVIS	TABITHA	924 RUSSWIN ST	CLARKSDALE	MS	1,277.00
DAVIS	WILLIE	206 JEFFERSON BL	SHAW	MS	384.75
DAWSON	LADARIUS	102 RIVERSIDE	ROSEDALE	MS	1,258.00
DAYMON	MICHELLE	242 N BOOTH	DREW	MS	312.40
DIXON	EDDIE	604 ROSEMARY RD	CLEVELAND	MS	3,450.00
DOLLISON	SAMANTHA	PO BOX 1404	GREENWOOD	MS	296.00
DOSEY	TARRENCE	1107 CAMPONOVA STREET	SHELBY	MS	384.75
DUKE	JEFFEREY	5 GEORGIA BELL RD	CLEVELAND	MS	565.00
DUKES	AMELIA	117 JEFFERSON ST	CLARKSDALE	MS	1,046.00
DUVALL	BRANDIA	519 SOUTH BAYOU AV	CLEVELAND	MS	443.00
DUVALL	CORA	519 S BAYOU	CLEVELAND	MS	421.00
DYE	MICHAEL	1270 MCWIMUS RD	CLEVELAND	MS	765.00
EDWARDS	KEYWONDA	26 WALTER LN #A	CLEVELAND	MS	1,699.00
EDWARDS	ROBERT	706 SANDPIT RD Apt A	SHAW	MS	1,237.75
EDWARDS	SAMMIE	1333 VICTORIA	ROSEDALE	MS	1,908.00
EDWARDS	SHEKEITA	104 KENNEDY ST	INDIANOLA	MS	634.75
EDWARDS	THANISHA	302 FREDRICK	ROSEDALE	MS	423.00
ELMORE	TRAVIS	604 ROSEMARY RD Apt 231	CLEVELAND	MS	434.75
FERGUSON	PENEDRA	303 MCEVANS Apt 1/2	SHAW	MS	1,069.00
FIELDS	QUENTIMA	115 DAVIS ST	MOUND BAYOU	MS	300.00
FLOWERS	BRANDON	1233 MCWIMUS RD	CLEVELAND	MS	1,269.00
FLOYD	JAMES	6 JACOB LN	NATCHEZ	MS	867.00
FOSTER	ALAJAWAUN A	207 1/2 ANNYCE ST	MOUND BAYOU	MS	1,099.50
FOSTER	DARYL	810 CARLTON ST	RULEVILLE	MS	568.50
FOSTER	YOLANDA	308 EASTEND	CLEVELAND	MS	706.25
FRAIZE	BOBBY	571 ORILEY RD	BOYLE	MS	700.00
FRANKLIN	VERA	300 RAILROAD	ROSEDALE	MS	1,581.00
FULTON	JOSHUA	1101 JOHNSON AV	CLEVELAND	MS	348.50
GANT	DAVID	195 MCKNIGHT	CLEVELAND	MS	800.00
GLADNEY	KYLAH	180 EAST SMITH RD	ACKERMAN	MS	434.75
GOLDEN	SIEDAH	925 LINBAR ST	INDIANOLA	MS	450.00
GOLIDAY	ARTHUR	120 DAVIS RD	SHAW	MS	419.00
GOODMAN	ELVIS	408 BOLIVAR ST	CLARKSDALE	MS	956.00
GRAHAM	ANTONIO	310 CLAY	MOUND BAYOU	MS	614.00
GRAY	WILLIE	1103 LINCOLN STREET	CLEVELAND	MS	1,256.00
GREEN	DAPHNE	503 LANE ST	CLEVELAND	MS	1,587.75
GREEN	JEREMIAH	801 JEROME ST	CLEVELAND	MS	593.75
GREEN	JEREMY	1413 FORREST ST	SHELBY	MS	508.00
GREEN	TIFFANY	1416 ANDERSON BL	CLARKSDALE	MS	400.50
GREENE	WILLIE	729 FANNIE LOU HAMMER	RULEVILLE	MS	460.30
GRIFFIN	TOBIAS	1017 NEWSOME STREET	CLEVELAND	MS	317.00

GRIHAM	CHARLIE	408 EAST END ST Apt 1/2	CLEVELAND	MS	450.00
GRIHAM	DEMETRICA	604 ROSEMARY RD Apt 223	CLEVELAND	MS	1,416.50
HAMILTON	SHYENE	611 S BAYOU AV	CLEVELAND	MS	2,553.00
HAMLIN-YOUNG	CONSTANCE	105 STEVENSON RD Apt A			681.00
HAMMONDS	BRIAN	315 MCKNIGHT RD	CLEVELAND	MS	261.25
HAMPTON	RODRIGUEZ	1100 SMITH	CLEVELAND	MS	759.00
HARRIS	ANTHONY	819 SHAMROCK	CLEVELAND	MS	1,323.75
HARRIS	ANTHONY	1013 NORTH RUBY ST	RULEVILLE	MS	1,277.50
HARRIS	JOHNECIA	134 FRONT ST	ALLIGATOR	MS	624.62
HARRIS	LAWRENCE	804 componova	SHELBY	MS	493.00
HARRIS	TEMPRESS	200 ETHEL ST	CLEVELAND	MS	445.00
HAYES	FULTON	101 MOSES	SHAW	MS	1,008.50
HEAD	CORNELIUS	2871 W 8 HW	CLEVELAND	MS	1,839.00
HEALY	JULIA	384 OLD RULEVILLE RD	CLEVELAND	MS	928.75
HENRY	CHRISTOPHER	1314 S CHRISMAN	CLEVELAND	MS	773.00
HERRON	CORTRELL	27 THIRD STREET	CLEVELAND	MS	511.00
HODGES	IKEIA	1248 B WHITE ST	CLEVELAND	MS	871.00
HODGES	KIMBERLY	1009 MOORE ST	CLEVELAND	MS	434.75
HOLLINGSWORTH	ANTHONY	1312 CHRURCH STREET	CLEVELAND	MS	343.00
HOLLINGWORTH	CHARLES	809 NEWSOME STREET	CLARKSDALE	MS	173.00
HOLLINGSWORTH	IRIS	1003 ELM ST	CLEVELAND	MS	833.00
HOLLINGSWORTH	LARRY	809 NEWSOME STREET	CLEVELAND	MS	525.50
HOLLINGSWORTH	RODERICK	306 CHERRY ST	CLEVELAND	MS	368.25
HOLTON	WYKIMA	1107 MOORE ST	CLEVELAND	MS	413.00
HUDSON	JERMAINE	115 JILL ST	RULEVILLE	MS	1,562.00
HUNT	STACY	363 BEEVER RD	CLEVELAND	MS	511.00
HUNTER	EARNEST	514 COX	INDIANOLA	MS	327.50
HUNTER-WATSON	SHENIKA	620 N BAYOU	CLEVELAND	MS	623.00
JACKSON	CALVIN	900 WHITE ST Apt 13E	CLEVELAND	MS	677.50
JACKSON	CAMILLIA	819 SHAMROCK DR Apt 1	CLEVELAND	MS	1,435.75
JACKSON	DEBRA	603 JENNY WASHINGTON	PACE	MS	792.00
JACKSON	JEROME	652 NORTH BAYOU	CLEVELAND	MS	723.50
JACKSON	JOSPEH	408 E LAMPTON ST	MOUND BAYOU	MS	634.00
JACKSON	RUFUS	900 WHITE ST Apt 11C	CLEVELAND	MS	1,562.25
JACKSON	SHIRLEY	304 MAIN ST Apt A	INDIANOLA	MS	475.50
JACO	ROBERT	1614 YALE STREET EXT	CLEVELAND	MS	499.00
JAMES	ANTHONY	85 HAPPY ST	CLEVELAND	MS	662.00
JOHNSON	DAVID	104 MERIGOLD ST	MERIGOLD	MS	147.00
JOHNSON	JOAN	305 ALEXANDER	SHAW	MS	794.00
JOHNSON	KEVIN	201 SOUTH RAILROAD ST	BEULAH	MS	741.75
JOHNSON	LARRY	32 SHAW SKENE RD	SHAW	MS	337.50
JOHNSON	NIKIA	803 MISSISSIPPI AV	SHELBY	MS	346.00
JOHNSON	SAHA	220 ROGER ST	SHAW	MS	464.75
JONES	CHAROHANDA	823 JACKSON STREET	CLEVELAND	MS	399.75
JONES	EDWARD	301 1ST ST	CLEVELAND	MS	561.00
JONES	JEROME	809 WHITE ST	CLEVELAND	MS	
JONES	LYDELL	87 MANNING RD	MERIGOLD	MS	360.75
JONES	OTIS	1123 MORGAN ST	CLEVELAND	MS	3,716.00
JONES	QUACEDRIC	404 WHITE ST.	CLEVELAND	MS	309.75
JONES	SANDRA	505 LANE ST	CLEVELAND	MS	1,664.50
JONES	TIASHA	200 RUEBEN SMITH #14B	CLEVELAND	MS	216.50
KENNEDY	LASHONDA	265 OIL MILL RD	SUMNER	MS	434.75
KIMBLE	KENDRICK	2348 FRANKS ROAD	COLDWATER	MS	547.00
KIRKHAM	TAMICA	3 FIORANELLI Apt 4	CLEVELAND	MS	843.00
KNIGHT	WALTON	217 GAINES HWY	BOYLE	MS	443.00

KOLL	JOHN	214 WESTWOOD RD	CLEVELAND	MS	569.50
KUBIAK	CHARLES	913 7TH. AV	CLEVELAND	MS	775.50
LARD-JACKSON	TIFFANY	719 PEARL AV	CLEVELAND	MS	416.00
LATON	MATIS	13501 HUDSON SUB DIV	MOSS POINT	MS	1,769.00
LEE	TERESA	7 WASHINGTON	CLEVELAND	MS	156.00
LEFLORE	DENNIS	1354 OLD MALVINA RD	ROSEDALE	MS	907.00
LESSIE	MARY	251 BROWN AV	BEULAH	MS	2,143.75
LEWIS	CHRISTOPHER	606 JANE ST	CLEVELAND	MS	2,527.00
LEWIS	DOMONIQUE	211 GRIPE ST Apt 4	SHAW	MS	1,209.00
LEWIS	ERNESTINE	104 EAST END ST	CLEVELAND	MS	634.75
LOFTON	TYRONDA	806 HEARN AV	SHELBY	MS	439.00
LOYD	RAVEN	1141 JOHNSON Apt A	CLEVELAND	MS	1,552.00
LUNFORD	DEQUARIUS	905 CROSS	CLEVELAND	MS	561.75
MALCOM	DONTA	3733 ABLON TRAIL	GARLAND	TX	549.50
MALONE	DONTARIUS	143 MOUND BAYOU RD	MOUND BAYOU	MS	720.00
MARSHALL	CYNTHIA	408 THIRD ST	SHELBY	MS	801.00
MASON	ANTHONY	21 3RD ST	CLEVELAND	MS	426.25
MATTHEWS	RAY	702 PREVOST RD	CLEVELAND	MS	347.75
MAYHALL	KENYACHTA	1000 SOUTH CHRISMAN	CLEVELAND	MS	384.75
MCCLENDON	XAN	123 HIGH ST	GREENVILLE	MS	173.00
MCGEE	TERRELL	306 MADISON	CLARKSDALE	MS	443.75
MCKINNEY	EDDIE	600 THURMAN STREET	ITTABENA	MS	363.25
MCKNIGHT	BENNIE	309 HIGH ST	CLEVELAND	MS	604.75
MCSHANE	EUGENE	104 JANET DAVIS CR	INDIANOLA	MS	534.75
METCALF	JERRY	415 RAILROAD AVE.	GUNNISON	MS	637.00
MILLER	ALFONSO	930 MARTIN LUTHER KING DR	RULEVILLE	MS	871.00
MILLER	HEATHER	216 S VICTORIA	CLEVELAND	MS	552.00
MILLER	JULIAN	515 LEE ST	CLEVELAND	MS	1,796.25
MOORE	ARIZONA	104 SPENCER STREET	MOUND BAYOU	MS	927.00
MOORE	COURTNEY	1504 ROBERT D GRAY ST	SHELBY	MS	399.75
MOORE	DALE	124 FUGGITT CR	INDIANOLA	MS	1,609.75
MOORE	DARRIE	RT 1 BOX 72-A	SHAW	MS	2,009.00
MOORE	KEITH	205 W LODGE RD	BEULAH	MS	1,050.00
MOORE	KENDRA	630 SUNFLOWER AV	CLARKSDALE	MS	434.75
MOORE	LAMARCUS	2554 BURNS HUGENOT	MEMPHIS	TN	1,050.00
MOORE	NEIL	808 EASTSIDE DR	BELZONI	MS	500.50
NAILER	CALVIN	509 COHEN STREET	SHAW	MS	1,283.00
NEAL	TERRY	707 MACE ST	CANTON	MS	1,286.00
NEVELS	TRACY	100 HULL CIRCLE	INDIANOLA	MS	3,237.00
NICHOLS	MARK	1008 CYPRESS ST	CLEVELAND	MS	2,512.00
NICHOLES	ROSNIK	4580 SUNRIDGE DR	MEMPHIS	TN	304.75
NORRIS	JOHNATHAN	503 FRONT ST	ROSEDALE	MS	1,207.25
NORTHINGTON	TERRENCE	28 JOE TOM RD	CLEVELAND	MS	1,015.00
PAYNE	DE"NEAL	120 ISOLA RD	CLEVELAND	MS	375.50
PAYNE	JARRIN	312 CARPENTER Apt H60	CLEVELAND	MS	576.00
PAYNE	PRINCETON	608 JENNY WASHINGTON	PACE	MS	704.00
PEACOCK	HERBERT	819 SHAMROCK APT 2	CLEVELAND	MS	304.00
PEARSON	TRACY	341 HENRETTA DR	RULEVILLE	MS	496.50
PEGUES-WILSON	DINEKIA	1003 CYPRESS	CLEVELAND	MS	454.75
PENDLETON	KEILAH	903 MOORE AV	CLEVELAND	MS	1,020.50
PETERSON	CARY	205 S CLARK ST	ROSEDALE	MS	363.00
PHILLIPS	JEFFERY	302 LOCUST	BENOIT	MS	658.00
POWELL	MARGARET	820 PECAN AV	CLARKSDALE	MS	527.00
PYRON	TRINITY	5849 HWY 121 S	MARIANNIA	AR	508.00
QUINN	MICHAEL	706 NORTH STREET	CLEVELAND	MS	1,199.75

QUINN	YOLANDA	706 NORTH STREET	CLEVELAND	MS	339.00
RANDLE	LESLIE	123 S 1ST	DREW	MS	1,171.00
RASH	LINDA	115 JEFFERSON ST	CLARKSDALE	MS	425.50
RAYMOND	DAMARIS	1022 E DELTA Apt 1	MOORHEAD	MS	604.75
RHYMES	JENNIFER	1017 BOLIVAR RD Apt A	BENOIT	MS	404.00
RICH	ANDRE	526 DELMAR Apt 5	RULEVILLE	MS	2,143.50
RICHARDSON	GREGORY	814 NORTH ST Apt 17	CLEVELAND	MS	549.00
ROACH	TAMMESHIA	254 GREEN AV	DREW	MS	684.75
ROACH	TAQUANA	210 MAXWELL AV	DREW	MS	434.75
ROBERSON	TIMOTHY	344 MCWIMUS	CLEVELAND	MS	223.00
ROBERSON	TREASA	1274 COUNTYLINE RD	DODDSVILLE	MS	434.75
ROBINSON	ALBERT	800 WHITE ST Apt 4	CLEVELAND	MS	462.00
ROBINSON	KELVIN	406 BISHOP RD Apt D102	CLEVELAND	MS	434.75
ROBINSON	LAURA	312 CARPENTER Apt E33	CLEVELAND	MS	1,228.00
ROBINSON	LINDA	209 ESTES	METCALFE	MS	1,169.50
ROBINSON	MICHAEL	114 COLONIAL DR	CLEVELAND	MS	655.00
ROBINSON	PATRICIA	826 ALOE	CLEVELAND	MS	373.00
ROGERS	SHIRLEY	1820 HWY 49 SOUTH	TUTWILER	MS	735.25
ROUNDTREE	SAMANTHA	1300 CROSS ST	CLEVELAND	MS	923.00
ROYSTER	KELVIN	1108 DOUGLAS	SHELBY	MS	1,062.00
SANDERS	ASHLEY	157 VIRGIN ST	DREW	MS	373.00
SANDERS	CALVIN	312 CARPENTER ESTATES	CLEVELAND	MS	924.00
SANDERS	LEE	402 ROOSEVELT	INDIANOLA	MS	1,205.00
SANDERS	TIFFANY	157 VIRGIN ST	DREW	MS	423.00
SANDERS	UMEKA	379 S BLVD	DREW	MS	449.75
SAULSBERRY	CYNTHIA	506 GLASCO ST	CLEVELAND	MS	361.00
SAVERY	EVERRETT	236 RUSSELL ST	CLARKSDALE	MS	434.75
SCOTT	REGINALD	1305 CASSANOVA ST	SHELBY	MS	821.00
SCOTT	DAQUEDA	503 S EDWARD	MOUND BAYOU	MS	514.75
SCOTT	EMMETT	835 TIMS AVE	BOYLE	MS	1,313.00
SCOTT	EUGENE	800 SHAMROCK DR	CLEVELAND	MS	719.00
SCOTT	MARCUS	521 LAMPTON ST	SHAW	MS	1,260.00
SCOTT	SHARA	803 NORTH ST Apt 109	CLEVELAND	MS	902.00
SEALES	HEZEKIAH	502 SCOTT ST	SHAW	MS	425.50
SHELTON	ASHANTI	108 N WILSON ST	SUNFLOWER	MS	134.75
SHERROD	DOROTHY	400 N OAK	RULEVILLE	MS	899.75
SHORT	TERRY	600 ISSAQUENA ST Apt 4-D	SHAW	MS	751.00
SHORTER	CANDACE L	612 FLOYCE STREET	RULEVILLE	MS	1,406.50
SILAS	NEW	507 HALL CIRCLE	PACE	MS	366.00
SIMPSON	JESSIE	206 HAMPTON LAKE RD	GLENDORA	MS	708.50
SIMPSON	KATHERINE	508 GLASSCO AV	CLEVELAND	MS	373.00
SIMS	MARY	1301 CHURCH ST Apt 40	SHELBY	MS	549.75
SIMS	NESHAWNDR	1018 BATE AV	INDIANOLA	MS	499.00
SKEEN	JACKIE	806 S 5TH	CLEVELAND	MS	139.00
SMILEY	JAMES	604 ROSEMARY ROAD APT# 1	CLEVELAND	MS	1,117.50
SMITH	BRUCE	794 GREENLINE RD	UNION	MS	895.75
SMITH	JESSICA	107 GAIL ST	RULEVILLE	MS	534.75
SPAN	TONY	781 FAIRVIEW	SHAW	MS	1,221.25
SPEARMAN	KEITH	102 JOHN F. KENNEDY	WINSTONVILLE	MS	1,301.75
SPENCER	JEMIKA	911 OAK ST	INDIANOLA	MS	553.00
SPIVEY	TIMOTHY	800 BISHOP SMITH	RULEVILLE	MS	1,464.00
STALLINGS	CORVELL	501 N JUANITA CR	CLEVELAND	MS	941.00
STANTON	VONTRESSA	101 ISSAQUENA ST	SHAW	MS	875.50
STAPLES	KEITH	110 MILLER ST	GREENWOOD	MS	1,003.00
STEEN	MARCUS	104 N ANDREWS AV	CLEVELAND	MS	2,473.35

STEVENSON	TYRONE	1005 WHITE ST Apt 42	CLEVELAND	MS	105.00
STEVENSON	ZYSHONNE	307 PISGAH RD	CANTON		1,980.50
STEWART	SUSAN	130 JEFFERSON ST	CLARKSDALE	MS	
STOKES	JAMES	612 ROSEMARY RD	CLEVELAND	MS	443.00
SUMMERS	AMETRIA	2465 HWY 446	BOYLE	MS	982.00
SUMMERS	TRAVIS	PO BOX 4339	CLEVELAND	MS	1,425.75
SUTTON	ANGELA	713 CROSS Apt A	CLEVELAND	MS	
SUTTON	ANTONIO	408 EAST END Apt 1	CLEVELAND	MS	880.00
TAYLOR	CARISSA	300 W HEAD CR	RULEVILLE	MS	384.75
TAYLOR	CORDARIUS	607 GI COURT	CLEVELAND	MS	946.00
TAYLOR	DEBRA	312 W CARPENTER ST	CLEVELAND	MS	480.00
TAYLOR	MONICA	310 W HILLSDALE DR	JACKSON	MS	775.50
TAYLOR	WILLIE MAE	613 S CHRISMAN AV	CLEVELAND	MS	189.80
TERRY	JENNIFER	815 BEACH	CLEVELAND	MS	719.50
THARPE	STANLEY	206 N VICTORIA RD	CLEVELAND	MS	1,709.50
THIGPEN	CURTIS	1227 CHURCH ST	CLEVELAND	MS	1,784.75
THIGPEN	DANNY	601 LEE STREET	CLEVELAND	MS	2,556.85
THOMAS	AC	291 RUBY STREET	DREW	MS	552.00
THOMAS	BETTY	800 SHAMROCK DR Apt 505	CLEVELAND	MS	876.00
THOMAS	CURTIS	1401 BRODWAY	SHELBY	MS	198.00
THOMAS	MIA	312 TM JONES HWY	BOYLE	MS	873.00
THOMAS	ROBERT	137 TURNTABLE PLACE	CLEVELAND	MS	1,092.25
THOMAS	ROSELLA	302 DELTA COVE	CLEVELAND	MS	432.00
THOMAS	SHARON	389 N CREE STREET	WEBB	MS	373.00
THOMAS	ZARA	1708 S CHRISMAN	CLEVELAND	MS	1,620.00
THOMAS-SANDERS	JENNIFER	1704 JUANITA	CLEVELAND	MS	655.00
THOMPSON	LESLIE	46 REED RD	DREW	MS	2,740.50
TOWNSEND	BOBBY	103 PLANTATION RD	SUNFLOWER	MS	350.50
TRIBLETT	JOZETTE	519 IOWL AV	CLARKSDALE	MS	1,050.00
TRUITT	LIDAVIN	405 WOODLAWN ST	SHAW	MS	1,867.50
TUCKER	DERRICK	814 NORTH STREET #24	CLEVELAND	MS	1,279.00
TUCKER	JACKIE	606 1/2 SECOND	SHELBY	MS	1,326.75
TURNER	TERRI	4 RIVERBEND	CLEVELAND	MS	721.25
TYLER	KELVIN	1316 SOUTH VICTORIA ST	ROSEDALE	MS	1,246.00
TYLER	TEDDY	157 E PARKWAY RD #117	DREW	MS	1,850.75
UNDERWOOD	SHERETTA	204 TYLER ST	LELAND	MS	1,085.00
URBASEK	JIRI	212 N BOLIVAR AV	CLEVELAND	MS	550.00
VARDAMAN	RICHARD	859 CLERK STREET	BOYLE	MS	217.00
WADE	ALBERT	1107 SOUTH CHRISMAN AVE.	CLEVELAND	MS	858.00
WALDROP	JAMES	800 SHAMROCK DR.	CLEVELAND	MS	774.00
WALKER	DAVION	1718 S CHRISMAN AV	CLEVELAND	MS	1,575.00
WALKER	GEORGE	2018 SUNFLOWER AV	CLARKSDALE	MS	673.00
WALLS	ADVIS	623 ELM	RULEVILLE	MS	997.00
WARD	LATOYA	815 BEACH ST Apt 1	CLEVELAND	MS	
WARD	LYNETTE	818 CHURCH AV	CLEVELAND	MS	600.00
WARE	JOHNNY	54 RIVERBEND RD	RULEVILLE	MS	183.00
WARFIELD	LATONIA	290 N CLIFF FINCH AV	SUNFLOWER	MS	982.00
WASHINGTON	DEMARICUS	530W HWY 49	ROME	MS	184.75
WATSON	KAMILLEA	5023 S HWY 61 ST	MOUND BAYOU	MS	604.75
WELCH	MIKEL	110 BEULAH LAKE RD	BEULAH	MS	469.75
WELLS	JESSIE	312 CARPENTER STREET	CLEVELAND	MS	223.00
WELLS	WALLACE	707 LEE ST	CLEVELAND	MS	3,007.25
WEST	JOHN	125 SANDRA CR	DREW	MS	1,009.00
WESTLEY	CHERRIE	512 MURPHY CV	CLEVELAND	MS	2,505.00
WHEATLEY	LATRICE	51 S A McLAUREN LN	COLLINS	MS	1,050.00

WHITE	DELORES	202 CROSS ST	CLEVELAND	MS	904.75
WHITE	LORENZO	800 SHAMROCK	CLEVELAND	MS	1,183.00
WHITE	VICTORIA	203 MLK #D	CLEVELAND	MS	666.25
WILLIAMS	ALLEN	1310 CHURCH ST	CLEVELAND	MS	763.00
WILLIAMS	GARRETT	239 2ND ST	ROLLING FORK	MS	174.75
WILLIAMS	LAMARCUS	903 NORTH ST	CLEVELAND	MS	1,688.69
WILLIAMS	LATAURUS	311 BRUCE	ROSEDALE	MS	690.00
WILLIAMS	LORETTA	1736 PEMBLE RD	MERIGOLD	MS	1,855.00
WILLIAMS	QUINTON	401 N BROADWAY Apt D 101	DREW	MS	1,080.00
WILLIAMS	TARA	1215 CHURCH AV	CLEVELAND	MS	384.25
WILLIAMS	WILLIE	1205 BUFFORD	SHELBY	MS	829.50
WILLIS	JOCELYN	212 W SHAW AV	DREW	MS	434.75
WILSON	ALBERT	1705 JUANITA CIRCLE	CLEVELAND	MS	423.50
WILSON	MICHAEL	505 JUANITA CR	CLEVELAND	MS	375.50
WINDER	JAMES	202 PEYTON DR	LELAND	MS	1,691.00
WINDER	TANGIENIKKA	1560 NORTHVIEW DR	GREENVILLE	MS	434.75
WINTERS	WARN	717 ALOE	CLEVELAND	MS	348.00
WRIGHT	ALFRED	P.O. BOX 2	MERIGOLD	MS	844.00
WRIGHT	JARVIS	1300 CROSS STREET	CLEVELAND	MS	2,318.00
WRIGHT	LEON	321 WEST HEAD CIRCLE	RULEVILLE	MS	463.00
WRIGHT	REGINALD	810 AIRPORT	INDIANOLA	MS	658.00
WYMS	ELLIS	1015 KINLOCK AVENUE	INDIANOLA	MS	1,223.00
WYSINGER	MARQUITA	909 CHURCH AV	CLEVELAND	MS	796.00
YARBROUGH	JAMIE	1516 DEERING AV	CLEVELAND	MS	244.00
YOUNG	ISAAK	5768 CR 117	ITTA BENA	MS	650.00
ADAMS	MUTISYA	514 LEE AVE	MOUND BAYOU	MS	362.00
BARNES	FRANKIE	3914 RAVENOAK DR	MEMPHIS	TN	223.00
FERGUSON	PANEDRA	PO BOX 457	SHAW	MS	175.60
GOLDEN	SIEDAH	107 BEND LN	BELZONI	MS	333.00
HAMLIN	CONSTANCE	103 W VETERANS DR	BOONEVILLE	MS	488.00
LATON	MATIS	13504 HUDSON SUBDIVISION RD	MOSS POINT	MS	375.00
MINTON	LEATRICE	1420 STEWARTS RIDGE RD	YAZOO CITY	MS	161.00
SCOTT	MARCUS	5743 STEPHANI DR	SOUTHAVEN	MS	155.00
SHERROD	DOROTHY	714 OB AVE	RULEVILLE	MS	74.00
SUTTON	ANTONIO	200 RULE CIR	RULEVILLE	MS	607.00
THOMAS	ZARA	1110 MOORE AVE	CLEVELAND	MS	191.06
TRIBLETT	JOZETTE	1332 EDGEMONT CV	CLARKSDALE	MS	143.00
WILLIS	JOCELYN	627 MAPLE AVE	CLARKSDALE	MS	133.00
ROACH	TAQUANA	710 BRALINE CV	CLEVELAND	MS	177.00
WHEATLEY	LATRICE	66 VIRGIL RD	COLLINS	MS	84.00

