

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

**MINUTES OF SPECIAL MEETING HELD  
ON TUESDAY, MARCH 10, 2020**

This special 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 8:30 o'clock a.m. on Tuesday, March 10, 2020, pursuant to the following order of the Mayor and Board, which was posted according to law.

**Notice of Special Call Meeting of the  
Mayor and Board of Aldermen of the City of Cleveland  
March 10, 2020**

Pursuant to Mississippi Code Annotated §21-3-21, Mayor Billy Nowell calls a special meeting of the Mayor and Board of Aldermen of the City of Cleveland to discuss the following matter:

1. Request to send notice for a property in violation of MCA 21-19-11- 821 Reverend Sammy Rash Blvd;
2. Approval of revised EDA Program Grant Match Resolution - Baxter Water Well Project;
3. Employee Action Recommendations;
4. Approval of pay request (final) for Bear Pen Park Concession Stand Roof Repair Project;
5. Approval of Mobile Stage Agreement Revision; and
6. Discussion of Cleveland Music City Operations.

Said meeting shall be held on Tuesday, March 10, 2020 at 8:30 a.m. in the Mayor's board room at City Hall. Notice of this special meeting shall be delivered to all aldermen who may be found. Notice of this meeting shall be placed in City Hall pursuant to Mississippi Code Annotated § 25-41-13 and shall be made a part of the minutes of said special call meeting.

So called this, the 6<sup>th</sup> day of March, 2020 at 12:00 p.m.

/s/ Billy Nowell

BILLY NOWELL  
Mayor City of Cleveland

Present were: Billy Nowell, Mayor; Kirkham Povall, Robert Sanders, J. Paul Janoush, Theodore "Ted" Campbell, and Maurice Smith, Aldermen; Katie Portner, City Attorney; Dominique Green, City Clerk; Gary Gainspoletti and Danny Abraham, Aldermen, were absent.

The meeting was duly opened, and, upon due proclamation first made, the following proceedings were held, to-wit:

**APPROVAL TO SEND NOTICE FOR A PUBLIC NUISANCE HEARING  
PURSUANT TO MISSISSIPPI CODE ANNOTATED §21-19-11 TO 821  
REVEREND SAMMY RASH BLVD**

After discussion, upon Motion by Alderman Smith, second by Alderman Campbell, and unanimously adopted, it is ordered to approve the send a notice for a public nuisance hearing pursuant to MS Code Ann. §21-19-11 hearing to 821 Reverend Sammy Rash Blvd.

## RESOLUTION

**WHEREAS**, the City has the authority pursuant to *Miss. Code Ann. § 21-19-17* to make regulations to protect property, health and lives and to enhance the general welfare of the community by restricting the movements of the citizens, or any group thereof, of such municipalities when there is eminent danger to the public safety because of freedom of movement thereof.

**WHEREAS**, the City has the authority pursuant to *Miss. Code Ann. § 21-19-11* to take action with regard to any property within its jurisdiction which a menace to the public health, safety and welfare of the community;

**WHEREAS**, the City is entitled to remedies under *Miss. Code Ann. § 17-1-19* (1995), for the following:

In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any building, structure, or land, is used in violation of the zoning law or of any ordinance or other regulation made under authority conferred hereby, the proper local authorities of any county or municipality, in addition to other remedies, may institute any appropriate action or proceedings, to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct, or abate such violation, to prevent the occupancy of said building, structure or land, or to prevent any illegal act, conduct, business, or use in or about such premises.

**WHEREAS**, notice and a pre-deprivation hearing are required prior to revoking a permit in the nature of a privilege license,

**WHEREAS**, the underlying facts and circumstances prompting this action consist of the following:

A) The Cleveland Police Department has responded to approximately 53 incidents in reference to Amee's Market located at 821 Reverend Sammie Rash Street (also known as 821 White Street) in Cleveland, MS since January 1, 2017 to the present day. Approximately 22 of these calls involved a disturbance of some kind either inside the store or in the parking lot

outside of the store.

B) A number of these calls involved disturbances with the owner of the business, Odeh Kanan and the owner of the property, Haitham Qawariq. These disturbances involved physical altercations between the two, threats to shoot and kill each other, and the use of firearms.

C) Several calls involved disturbances between the owner of the business, Odeh Kanan and ex-employees and customers. Several of these incidents involved the use of physical force or threats to use a weapon (gun).

D) Police Officers have responded to fights in the parking lot between customers where actual shots were fired. These incidents resulted in neighborhood homes being hit with projectiles from these shootings and individuals being struck.

E) In the most recent event, video evidence exists of a significant exchange of gunfire in the parking lot of Amee's which is followed some thirty seconds later by an individual affiliated with the store coming outside and repeatedly firing a gun into the air.

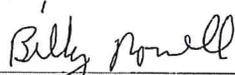
F) Finally, on Tuesday, March 3, 2020, multiple concerned citizens exercised their right appear at the regular monthly meeting of the City seeking protection because the store itself has become a nuisance to the community due to the activity of the customers frequenting the business, the activity of the business owner and the activity of the building owner.

**BEING ADVISED** of the above facts and circumstances with regard to that certain property permitted as Amee's Market located at 821 Reverend Sammie Rash Street (also known as 821 White Street), the City hereby resolves that the business owner and the building owner, shall be given notice inviting them to appear and show cause why the City of Cleveland should not declare said property

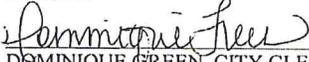
- a) an eminent danger to the public safety;
- b) a menace to the public health, safety and welfare of the community; and,
- c) authorize remedies authorized by said law, to include suspension or revocation of the privilege license to operate the said Amcees Market.

On motion by Alderman Janoush second by Alderman Campbell, it was resolved that Amcees Market located at 821 Reverend Sammie Rash Street (also known as 821 White Street) and record owner Haitham Qawariq be served written notice to appear, attend and show cause as aforesaid at a special called meeting of the Mayor and Board of Aldermen of the City of Cleveland to be held on the 2<sup>nd</sup> day of April, 2020.

SO ORDERED this the 10<sup>th</sup> day of March, 2020.

  
BILLY NOWELL, MAYOR

ATTEST:

  
DOMINIQUE GREEN, CITY CLERK

**Notice of Special Call Meeting of the  
Mayor and Board of Aldermen of the City of Cleveland  
April 2, 2020**

Pursuant to Mississippi Code Annotated §21-3-21, Mayor Billy Nowell calls a special meeting of the Mayor and Board of Aldermen of the City of Cleveland to discuss the following matter:

1. Discussion of Amcees Market.

Said meeting shall be held on **Thursday, April 2, 2020 at 8:30 a.m.** in the Mayor's board room at City Hall. Notice of this special meeting shall be delivered to all aldermen who may be found. Notice of this meeting shall be placed in City Hall pursuant to Mississippi Code Annotated § 25-41-13 and shall be made a part of the minutes of said special call meeting.

So called this, the 17<sup>th</sup> day of March, 2020 at 3:00 p.m.

/s/ Billy Nowell  
BILLY NOWELL  
Mayor City of Cleveland

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

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

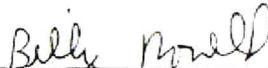
A RESOLUTION AUTHORIZING THE COMMITMENT  
OF LOCAL FUNDS FROM THE CITY OF CLEVELAND, MISSISSIPPI AS  
LOCAL MATCH FOR A ECONOMIC DEVELOPMENT ADMINISTRATION GRANT

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

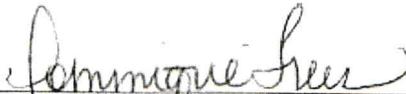
WHEREAS, The City of Cleveland agrees to provide \$200,000 of local funds as match to help procure funds per the FY 2020 EDA Public Works and Economic Adjustment Assistance Program,

NOW THEREFORE, BE IT RESOLVED that the City of Cleveland agrees to commit \$200,000 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 10<sup>th</sup> day of March, 2020, by the Board of Aldermen, Cleveland, Mississippi.

  
\_\_\_\_\_  
Billy Nowell, Mayor  
Cleveland, Mississippi

ATTEST:

  
\_\_\_\_\_  
Dominique Green, City Clerk  
Cleveland, Mississippi

**ORDER TO APPROVE BEAR PEN PARK CONCESSION STAND ROOF  
REPAIR FINAL PAY REQUEST**

After discussion, upon Motion by Alderman Smith, second by Alderman Campbell, and unanimously adopted, it is ordered to approve the Bear Pen Park Concession Stand Roof Repair Project final pay request from Glenn Daniels Roofing totaling \$475.

Glenn Daniels *Leaking*  
800 Beamon Dr.  
Cleveland, Ms. 38732  
662-719-1861

This is a contract / proposal, to ( reroof / patch ), Concession stand - Bear Pen Park  
Resident / business for \$ 475.00 dollars. All materials will be supply by Cleveland, ms  
the home owner. There will be a 2 months / years warranty on all  
work, unless there be an act of God. All payment is due upon completion of the  
job.

Materials needed

1. 4- Bundles of 3-tab shingles 25 yrs. / lifetime
2. 1- Eva-binder
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

APPROVED



Bill To: Park Commission  
Repair Concession stand  
Bear Pen Park

Materials costs = \$ —  
Labor costs = \$ —  
Total costs = \$ 475.00

This is the 28 day of Feb  
Glenn Daniels

ORDERED this March 10, 2020.

**ORDER TO APPROVE THE REVISED MOBILE STAGE USE AGREEMENT**

After discussion, upon Motion by Alderman Sanders, second by Alderman Campbell, and unanimously adopted, it is ordered to approve the revised Mobile Stage Use Agreement as detailed per EXHIBIT A.

ORDERED this March 10, 2020.

**ORDER TO APPROVE CONSULTING FEE TO TRICIA WALKER OF BIG FRONT PORCH PRODUCTIONS AND REGISTRATION FEE FOR THE PILGRIMAGE MUSIC AND CULTURAL FESTIVAL**

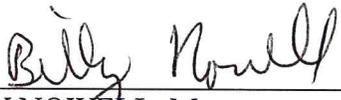
After discussion, upon Motion by Alderman Janoush, second by Alderman Povall, and unanimously adopted, it is ordered to approve a monthly consulting fee totaling \$1,000 to be paid to Tricia Walker of Big Front Porch Productions and approve payment of the \$3,000 registration fee for the 2020 Pilgrimage Music and Cultural Festival as part of the Americana Music Triangle initiative to bring live music to Cleveland at least twice a week.

ORDERED this March 10, 2020.

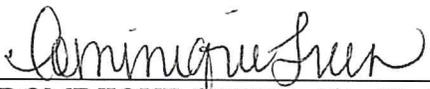
**ORDER TO ADJOURN**

With there being no further business to come before the Board at this session of this special meeting, upon motion duly made by Alderman Povall, second by Alderman Janoush, and unanimously adopted, it is ordered that the special called meeting of March 10, 2020 thereof be adjourned.

ORDERED this March 10, 2020.

  
\_\_\_\_\_  
BILLY NOWELL, Mayor

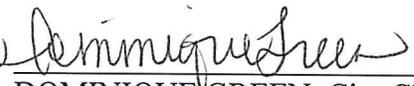
Attest:

  
\_\_\_\_\_  
DOMINIQUE GREEN, City Clerk

Minutes approved this 7<sup>th</sup> day of April, 2020.

  
\_\_\_\_\_  
BILLY NOWELL, Mayor

Attest:

  
\_\_\_\_\_  
DOMINIQUE GREEN, City Clerk

**EXHIBIT A**

**MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the interested parties to the Memorandum of Understanding are the City of Cleveland, ["the City"] and the Delta State Foundation, the Cleveland Music Foundation, Inc., the Cleveland Junior Auxiliary, Inc., d/b/a Junior Auxiliary of Cleveland, the Delta Arts Alliance, Inc., Cleveland Bolivar County Chamber of Commerce, Crosstie Arts Council, Inc. and the Steve Azar Saint Cecilia Foundation ["the Donors"].

**WHEREAS**, the City purchased a movable stage [ "the stage"] purchased at a cost of \$146,205.00 and used for certain events as specified herein.

**WHEREAS**, the City paid \$46,205.00 of the initial cost of the stage with the balance being donated by the following:

|                            |             |
|----------------------------|-------------|
| DSU Foundation             | \$20,000.00 |
| Chamber of Commerce        | \$20,000.00 |
| Cleveland Music Foundation | \$20,000.00 |
| Junior Auxiliary           | \$10,000.00 |
| Crosstie                   | \$10,000.00 |
| St. Cecilia Foundation     | \$10,000.00 |
| Delta Arts Alliance        | \$10,000.00 |

**WHEREAS**, the City has provided workers trained at City expense, secure storage on City property, transportation of the stage and covers the stage under the property insurance for the City. Recognizing that the same trained workers who move, assemble, disassemble and return the stage also have the primary responsibility for the Downtown Trailway, "50 Nights of Lights" and the Martin and Sue King Memorial Garden, the City has resolved that changes are necessary reduce the impact on available City Personnel by limiting use by the Donors between September 15<sup>th</sup> and January 20<sup>th</sup> to those Donor events historically calendared during this time period. The City has resolved further to equitably effect the purpose of the stage by allocating expenses consistent with their impact on upon its Public Works Department.

**AS RESOLVED BY THE CITY**, future use by the above Donors shall be subject to their agreement to the following terms:

1. Use of the stage by the respective donors shall be non-assignable.

2. Except as provided herein, there will be no outside usage of the stage. The City may use the stage for any approved event. The stage shall be used generally for concerts and other events that promote tourism and bring favorable notice to the City. The stage may be used for the promotion of arts in the area. Such events may include events on the Downtown Walking Trail, at Delta State University, the Grammy Museum or other suitable locations throughout Cleveland.

3. A portion of the training cost for maintaining trained City Personnel necessary to move, assemble, disassemble and return the stage shall be reimbursed to the City according the following percentages:

|                            |     |
|----------------------------|-----|
| DSU Foundation             | 10% |
| Chamber of Commerce        | 10% |
| Cleveland Music Foundation | 10% |
| Junior Auxiliary           | 10% |
| Crosstie                   | 10% |
| St. Cecilia Foundation     | 10% |
| Delta Arts Alliance        | 10% |

4. The City will continue to manage all usage of the stage. The City reserves the right to withhold usage of the stage as to any Donor who fails to make timely payment of their cost share.

5. In recognition of the initial financial contributions by the Donors, the stage will continue to be available for use twice annually by each Donor. For calendar year 2020, the City shall be paid a \$760.00 cost sharing fee for each such use. The City reserves the right to increase cost sharing fees as needed to meet the purpose of using the stage to promote tourism and bring favorable notice to the City. Donor's will be given advance notice of any increase in cost sharing fees.

6. Before reserving the stage, each Donor must sign this Memorandum of Understanding. Failure to sign by any Donor shall nullify that Donor's ability to use the stage.

7. The City will keep a calendar with reservations for the stage uses by the Donors on a first come, first served basis. A minimum of six months advance notice shall be required for use by a Donor. The stage will not be available from September 15<sup>th</sup> though January 20<sup>th</sup>, except as historically used for the events below:

|   |                                    |
|---|------------------------------------|
| The Junior Auxiliary's Children's Benefit Ball        | February annually                  |
| The Crosstie Arts and Jazz Festival Weekend           | April annually                     |
| The Steve Azar St. Cecilia Foundation Concert Day and | 2nd weekend after Memorial         |
|   | 1 <sup>st</sup> weekend in October |
| Delta State Foundation Pig Pickin                     | September annually                 |
| Chamber of Commerce                                   | Octoberfest                        |
| Delta State Foundation                                | Homecoming Weekend                 |
| Cleveland Music Foundation                            | Grammy Gala                        |
| Delta Arts Alliance                                   | A Night in the Arts (June)         |

8. The City will continue to house and insure the stage.

9. The City will provide all maintenance to the stage. Expenditures of more than \$1,000.00 shall be shared by the Donors according to the percentages in Paragraph 3, above.

10. It is understood and agreed that all usage of the stage by any other organization other than the City shall be fundraising for authorized 501c3 organizations.

11. Should any Donor wish to discontinue participation, the cost sharing percentages established under Paragraph 3, above, may be adjusted to reflect the

remaining participants. The addition of any new Donor shall be at the sole discretion of the City.

12. Prior to utilizing the stage, each Donor shall sign an agreement affirming that it will carry liability insurance for the event wherein the stage will be used. Said insurance shall cover all accidents and casualties associated with the stage and the subject event.

13. Each Donor shall each obtain their own insurance policies covering all risks, accidents, casualties or loss associated with their use of the stage. Said insurance by Donors shall indemnify and will hold the City harmless from any suits, claims or demands of any kind associated with the individual Donors' use of the stage. The City shall be named as an additional insured for any such event wherein the stage is utilized by the party.

14. The stage shall not be used outside Bolivar County, Mississippi. The sole exceptions to this requirement shall be the two annual events historically held in Washington County by the St. Cecilia Foundation. Recognizing the inevitable accrual of additional expense and overtime for the workers from the City who will move, assemble, disassemble and return the stage, the costs and expenses for these events shall be \$2,100.00 reimbursed to the City in advance of each use. In the event of additional overtime incurred by the City, the actual charges for the same shall be reimbursed to the City within 15 days after the event.

15. Should the stage become inoperable for any reason or require major repair, not covered by insurance or, if the repair is at a cost that the City is unable or unwilling to make, then the City, in its own discretion, may cancel this agreement and sell or discard the stage. All Donors acknowledge that, in such an event, they will not seek reimbursement or damages from the City related to their future use of the stage or for any damages of any kind.

Understood and agreed this \_\_\_\_ day of \_\_\_\_\_, 2020.

The City of Cleveland

By: \_\_\_\_\_  
Billy Nowell, Mayor

The Delta State Foundation

By: \_\_\_\_\_  
Rick Munroe

The Cleveland Music Foundation, Inc.

By: \_\_\_\_\_  
Emily Havens

The Delta Arts Alliance, Inc.

By: \_\_\_\_\_  
Rori Eddie Herbison

The Cleveland Junior Auxiliary, Inc.,  
d/b/a Junior Auxiliary of Cleveland

By: \_\_\_\_\_  
Ann Nowell

Cleveland Bolivar County Chamber  
of Commerce

By: \_\_\_\_\_  
Judson Thigpen

Crosstie Arts Council

By: \_\_\_\_\_  
Michelle Arbuckle

Steve Azar Saint Cecilia Foundation

By: \_\_\_\_\_  
Steve Azar