

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

**MINUTES OF REGULAR MEETING HELD ON
TUESDAY, APRIL 7TH, 2020**

This regular meeting of the Mayor and Board of Aldermen of The City of Cleveland, Mississippi, was duly and legally begun and held remotely via Zoom at 4:30 o'clock p.m. on Tuesday, April 7, 2020.

Present were: Billy Nowell, Mayor; J. Paul Janoush, Theodore "Ted" Campbell, Robert Sanders, Danny Abraham, Maurice Smith, Gary Gainspoletti and J. Kirkham Povall, Aldermen; Danny Griffith, City Attorney; Dominique Green, City Clerk; Michelle Arbuckle, Deputy 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 April 7, 2020.

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 4:30 o'clock p.m. on April 7th, 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 Gainspoletti, second by Alderman Janoush, 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 312 W. Carpenter Street who cured the nuisance prior to the hearing and 634 N. Bayou Avenue which was granted a thirty day extension to cure the nuisance.

Public Hearing for Properties Under MCA 21-19-11
April 7, 2020

Site Address	Parcel #	Legal	Owner Name	Owner Address	Owner City	Complaint	Status
714 Ruby Street	33-21-420-000600	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	No Progress
203 Washington Street	33-21-900-0003700	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	No Progress
634 N. Bayou Avenue	33-17-085-0004700	S 1/2 of Lot 47 Carpenter & Walker 3rd Subdivision	Barbara Jean Ray Blaylock	634 N. Bayou Avenue	Cleveland, MS 38732	Broken Tree	Owner is requesting a 30 day extension
632 N. Bayou Avenue	33-17-085-0004601	N 1/2 of Lot 46 Carpenter & Walker 3rd Subdivision	Katherine Elizabeth Bobinger	7125 Edgewater Drive	Ridgeland, MS 39157	Junk in carport	No Progress
603 N. Bayou Avenue	33-16-090-0006401	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	No Progress
312 W. Carpenter Street	33-16-900-0005003	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	Fence Repaired-Remove from P.N.



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

March 4, 2020

To: Sheila Hicks
714 Ruby Street
Cleveland, MS 38732

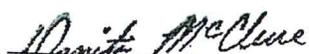
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 714 Ruby Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 714 Ruby Street. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on April 7, 2020 at 4:30 p.m. in the Board Meeting Room at City Hall.

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

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


Code Official



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

March 4, 2020

To: Lois Thomas
466 Muscadine Rd.
Greenville, MS 38701

Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 203 Washington Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 203 Washington Street. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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

March 4, 2020

To: Barbara Jean Ray Blaylock
634 N. Bayou Avenue
Cleveland, MS 38732

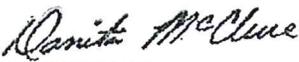
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 634 N. Bayou Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 634 N. Bayou Avenue. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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

March 4, 2020

To: Katherine Elizabeth Bobinger
 7125 Edgewater Drive
 Ridgeland, MS 39157

Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
 Site: 632 N. Bayou Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 632 N. Bayou Avenue. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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

March 4, 2020

To: Aubrey A. Jackson
 603 N. Bayou Avenue
 Cleveland, MS 38732

Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
 Site: 603 N. Bayou Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 603 N. Bayou Avenue. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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

March 4, 2020

To: Carpenter Estates, LLC
c/o Hayes Gibson Property Services
320 W. 8th St. Suite 216
Bloomington, IN 47404

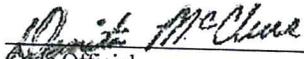
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 312 W. Carpenter Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 312 W. Carpenter Street. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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Code Official

ORDERED this April 7, 2020.

ON-CALL ENGINEERING UPDATE

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

ORDERED this April 7, 2020.

**ORDER TO APPROVE CONTRACTOR'S REQUEST TO SUBCONTRACT
FOR THE HIGHWAY 8 AND 61 LIGHTING IMPROVEMENT PROJECT**

After discussion, upon Motion by Alderman Janoush, second by Alderman Gainspoletti, and unanimously adopted, it is ordered to approve the request by contractor, Robinson Electric, to subcontract for the Highway 8 and 61 Lighting Improvement Project.

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*

Local Public Agency: City of Cleveland

REQUEST FOR PERMISSION TO SUBCONTRACT

Request No. 1

Contract No. STP-0090-00(008) LPA / 101374-

Cuyahoga County

Gentlemen:

I [We] the prime contractor [a subcontractor] propose to subcontract the following items to Tunnel Makers Boring Company, named in accordance with Special Provisions providing for subcontracting included in our contract. In the event of your disapproval of this subcontractor or your disapproval of performance of such subcontractor at any time, I [we] agree to perform such items of work with my [our] own organization in full compliance with all applicable terms of our contract. I [we] agree that this procedure will not relieve us of any of the responsibilities under our contract.

It is agreed and understood that the approval or disapproval of the subcontractor and approval or disapproval of the performance of subcontractor does not create or impute any liability or contractual obligation by and between the subcontractor and the Local Public Agency.

I [We] the prime contractor agree that this procedure will not relieve us of any of the responsibilities and obligations of our contract and I [we] shall indemnify and save harmless the Local Public Agency from all claims, demands, suits, damages, costs, and expenses and loss [including attorney's fees] arising or resulting from this subcontract.

I [We] certify that said party is particularly experienced and equipped for such work and that the subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract and that all pertinent conditions and requirements of our contract with the Local Public Agency covering this project have been explained to the proposed subcontractor and that when applicable federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

I [We] agree to furnish you with certified copies of such subcontract evidence in writing upon request.

The prices shown below are the prime contract unit prices:

ITEM	QUANTITY	UNIT	PRIME CONT. UNIT PRICE	AMOUNT
<u>682-B012</u>	<u>13743</u>	<u>LF</u>	<u>\$ 15.25</u>	<u>\$ 209,580.75</u>
<u>682-B025</u>	<u>535</u>	<u>LF</u>	<u>\$ 40.00</u>	<u>\$ 21,400.00</u>

I [We] hereby certify that the persons or firms named above as subcontractors was with the knowledge and consent of the persons or firms named.

Date 1-10- 20 20

Robinson Electric Co., Inc.
Contractor

By: [Signature]
Signature

Address: P.O. Box 236
Cleveland, OH 44113

I [We] hereby certify that the use of our names as subcontractors on the above items, was and is with our knowledge and consent.

Date March 30th 20 20

Tunnel Makers
(Sub) Subcontractor

By: [Signature]
Signature

Address: P.O. Box 236 Cleveland, OH 44113

Total This Request \$ \$99,946.00 = 8.74 %

Previous Request \$ 0.00 = 0.00 %

Total To Date \$ \$99,946.00 = 8.74 %

Quantities Checked: _____

Approval Recommended: March 30 20 20

[Signature]
CE&I Engineer / Architect

Approved: _____ 20 _____

Chief LPA Official (Signature)

NOTE: The subcontract items of all subcontracts shall not exceed 60% of the total contract amount exclusive of specialty items. Please submit signed original documents on all requests.

BREAKDOWN

682-B012	Underground Branch Circuit, AWG 10, 5 conductors, 1-1/4"	13,743 LF	\$15.25	\$209,580.75
Subcontractor	Boring	13,743 LF	\$7.00	\$96,201.00
Prime Contractor	Wire/Cable	13,743 LF	\$5.00	\$68,715.00
Prime Contractor	Conduit	13,743 LF	\$3.25	\$44,664.75
			Total	\$209,580.75
682-B025	Underground Branch Circuit, AWG 4, 3 conductors, 1-1/4"	535 LF	\$40.00	\$21,400.00
Subcontractor	Boring	535 LF	\$7.00	\$3,745.00
Prime Contractor	Wire/Cable	535 LF	\$29.75	\$15,916.25
Prime Contractor	Conduit	535 LF	\$3.25	\$1,738.75
			Total	\$21,400.00

Local Public Agency: City of Cleveland
(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

Project No. STP-0090-00(008) LPA/101374-701000
County Bolivar
(Sub) Subcontract Request No. 1

Gentlemen:

I (We) Tunnelmakers proposed (Sub) Sub-Contractor and I (We) Robinson Electric Company, Inc. Prime Contractor(s) on the captioned project do hereby certify that Form FHWA-1273, "Required Contract Provisions All Federal-Aid Construction Contracts," has been attached to and made a part of our (Sub) Sub-Contract agreement.

Date January 10, 20 20
Robinson Electric Company, Inc.
Prime Contractor
By: [Signature]
Signature
Partner + CEO
Title

Date 3/30/, 20 20
Tunnel Maker Boring Co. Inc
(Sub) Sub-Contractor
By: [Signature]
Signature
Pres
Title

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

I (We) Tunnelmakers proposed (Sub) Sub-contractor hereby certify that I (We) have have not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have , have not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date 3/30/, 20 20
Tunnel Maker Boring Co. Inc
(Sub) Sub-Contractor
By: [Signature]
Signature
Pres.
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form RPS-1)

Local Public Agency: City of Cleveland
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

LPA: City of Cleveland
Bolivar County
Cleveland, Mississippi

Project No. STP-0090-00-(008) LPA/101374-701000
County Bolivar
(Sub) Subcontract Request No. 1

I (We) Robinson Electric Company, Inc. Prime Contractor on the above captioned project proposing to (sub) subcontract certain items of work to Tunnelmakers Boring (Sub) Subcontractor, hereby submit the following information regarding the heretofore mentioned (sub) subcontractor to comply with the contract provisions regarding Executive Order 11246 as duplicated on the reverse side of this form.

Name: Tunnel Maker Boring Co, Inc
P.O. Box and/or Physical Address: 132 Ferry Road
City, State and Zip Code: Anguilla, MS 38721
Telephone Number: (602) 836-6451
Employer Identification Number: 20-1752504
Actual Dollar Amount of the Subcontract Agreement: _____
Estimated Starting Date: April 8, 2020
Estimated Completion Date: TBD
Geographical Area: Bolivar County, Cleveland MS Hwy 8 & US Hwy 61
(List County, State and City if any portion of the contract is within the limits of an incorporated area)

Respectfully submitted,
Date March 30, 20 20
Robinson Electric Company, Inc.
Prime Contractor
By: [Signature]
Signature
Partner + CEO
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form RPS-1)

(See Reverse Side)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for female participation in each trade (percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

Until further notice	Goals for minority participation for each trade (percent)
SMSA Cities:	
Pascagoula - Moss Point _____	16.9
Biloxi - Gulfport _____	19.2
Jackson _____	30.3
SMSA Counties:	
Desoto _____	32.3
Hancock, Harrison, Stone _____	19.2
Hinds, Rankin _____	30.3
Jackson _____	16.9
Non-SMSA Counties:	
George, Greene _____	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha _____	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones, Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo _____	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall _____	27.7
Adams, Amite, Wilkinson _____	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade; and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer (74-01)
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

FORM FHWA-1273

1. GENERAL

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60 - 1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of \$10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.)

ORDERED this April 7, 2020.

**ORDER TO APPROVE POLICE STATION ROOF IMPROVEMENT PROJECT
FINAL PAYMENT REQUEST**

After discussion, upon Motion by Alderman Sanders, second by Alderman Campbell, and unanimously adopted, it is ordered to approve the Police Station Roof Improvement Project final pay request from Roy Collins Construction Company, Inc. totaling \$8,310.

APPLICATION AND CERTIFICATE FOR PAYMENT

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

Project: Cleveland Police Station **Approved for payment**
301 S Sharpe **4-7-2020 Board Meeting**
Cleveland, MS 38732

Application No: 2
Invoice No: 3691.02
Period To: 3/11/2020

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

Via (Architect): Eley/Barkley
306 Third Street
Cleveland, MS 38732 **Police Department Roof Project**
001-210-900
DNG

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)	\$	83,300.00
5. RETAINAGE	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	83,300.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	74,990.00
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	8,310.00
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	0.00

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.

CONTRACTOR: Roy Collins Construction Co.
By: Roy Collins Date: 3/11/2020

State of Mississippi County of Bolivar
Subscribed and sworn to before me this 11th day of March, 2020

Notary Public: Rex C. Davis
My Commission expires: 10/31/2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED.....\$ 8,310.00
(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] Date 3/20/20

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.

CONTINUATION SHEET

Application Number: 2
Application Date: 3/11/2020
Period To: 3/11/2020
Architect's Project No: 3691

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
00010	Builder's Risk Insurance	250.00	250.00	0.00	0.00	250.00	100	0.00	0.00
00020	Sales Tax	3,000.00	2,700.00	300.00	0.00	3,000.00	100	0.00	0.00
00030	Landfill Charges	500.00	0.00	500.00	0.00	500.00	100	0.00	0.00
00040	DuroLast Roofing - Labor	35,550.00	28,440.00	7,110.00	0.00	35,550.00	100	0.00	0.00
00050	DuroLast Roofing - Material	40,000.00	40,000.00	0.00	0.00	40,000.00	100	0.00	0.00
00060	DuroLast Roofing - Equipment	4,000.00	3,600.00	400.00	0.00	4,000.00	100	0.00	0.00
		83,300.00	74,990.00	8,310.00	0.00	83,300.00	100	0.00	0.00

ORDERED this April 7, 2020.

ORDER TO AWARD THE LOWEST AND BEST BID FOR THE PEARL STREET DRAINAGE PROJECT

After discussion, upon Motion by Alderman Campbell, second by Alderman Gainspoletti, and unanimously adopted, it is ordered to award the lowest and best bid for the Pearl Street Drainage Project to Avis Construction which provided a bid totaling \$44,961.20. Timbo's Construction. provided a bid totaling \$49,955.

CITY OF CLEVELAND, MISSISSIPPI
PEARL STREET DRAINAGE IMPROVEMENT PROJECT
BID SCHEDULE
BID LOCATION: CITY OF CLEVELAND, CITY HALL, 100 NORTH STREET, CLEVELAND, MS. 38732
BID DATE: 4-7-2020 @ 5:00 P.M.
PAGE 1 OF 1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM AMOUNT
1	MDOT Type "A" Modified Curb Inlet	2.00	EA	\$ 2,500.00	\$ 5,000.00
2	4'X3' Inlet 0.0' - 4.0' W/ Manhole Lid	1.00	EA	\$ 3,900.00	\$ 3,900.00
3	4'x7' Inlet 0.0' - 4.0' W/ Manhole Lid	1.00	EA	\$ 4,350.00	\$ 4,350.00
4	24" HP Storm Pipe	398.50	LF	\$ 30.00	\$ 11,955.00
5	Pipe Removal	1.00	LS	\$ 2,500.00	\$ 2,500.00
6	Saw Cutting	181.50	LF	\$ 10.00	\$ 1,815.00
7	Crushed Stone (Size No. 610) (F.M.)	6.75	TN	\$ 54.00	\$ 364.50
8	Asphalt Pavement Base Repair	2.26	TN	\$ 275.00	\$ 621.50
9	6" Reinforced Concrete Pavement, Removal, Replacement	47.00	SY	\$ 130.00	\$ 6,110.00
10	Bedding Material	235.00	CY	\$ 17.00	\$ 3,995.00
11	EXCESS MATERIAL	304.40	C.Y.	\$ 8.00	\$ 2,435.20
12	Loose Riprap	15.00	TN	\$ 125.00	\$ 1,875.00
13	Geotextile under Riprap	10.00	SY	\$ 4.00	\$ 40.00
TOTAL - BASE BID					\$ 44,961.20


AVIS CONSTRUCTION, INC. JIM AVIS APRIL 03, 2020
PIPE TO BE SUPPLIED BY CITY



April 3, 2020

Tim Sandifer
Timbo's Construction, Inc.
3853 Highway 61 North
Cleveland, MS 38732

City of Cleveland
Cleveland, MS
Re: Pearl Street Drainage Improvement Project

1-	MDOT Type "A" Modified Curb Inlet	2	EA	\$ 3,000.00
2-	4' X 3' Inlet 0.0'-4.0' W/Manhole Lid	1	EA	\$ 4,100.00
3-	4' X 7' Inlet 0.0'-4.0' W. Manhole Lid	1	EA	\$ 4,500.00
4-	24" HP Storm Pipe	398.50	LF	\$ 37.00
5-	Pipe Removal	1.00	LS	\$3,500.00
6-	Saw Cutting	181.50	LF	\$15.00
7-	Crushed Stone (Size No. 60)(F.M.)	6.75	TN	\$50.00
8-	Asphalt Pavement Base Repair	2.26	TN	\$275.00
9-	6" Reinforced concrete pavement, removal, replacement	47.00	SY	\$100.00
10-	Bedding Material	235.00	CY	\$16.00
11-	EXCESS MATERIAL	304.40	CY	\$10.00
12-	Loose Riprap	15.00	TN	\$125.00
13-	Geotextile under Riprap	10.00	SY	\$5.00

TOTAL PRICE \$ 49,955.00

All work is based on your plans and specifications for the project. This price is valid for 10 days. This bid assumes that if it is granted, all parties will work together to develop a mutually agreeable construction schedule. This bid is also based on information provided at this time. Any revisions required at a later date will be subject to price review at that time. Thank you for giving us this opportunity.

Sincerely,
Jimmy Sandifer

Jimmy W. Sandifer, President

3853 Highway 61 North, Cleveland, MS 38732 ☐ Phone – (662) 719-6291 ☐ Fax – (888) 629-2975
MS License # 12475-MC
AR License # 0219700512
LA License # 55501
TN License # 64977

ORDERED this April 7, 2020.

Building Products Plus & **American Pole & Timber**

12317 Alameda Road, Houston, TX 77045
 www.buildingproductsplus.com
 Phone: 713-434-8008 Fax: 713-433-7068

QUOTATION

EST. SHIP DATE	QUOTE NO.
04/02/2020	36095
VALID THROUGH	DATE
04/09/2020	04/02/2020

SOLD TO
CITY OF CLEVELAND MISSISSIPPI PO BOX 1439 100 NORTH STREER CLEVELAND, MS 38732 Ph: 662-846-1471

SHIP TO
100 NORTH STREER ATTN: DOMINIQUE GREEN CLEVELAND, MS 38732

VIA	FOB	SALESPERSON	TERMS
COMMON CARRIER	DESTINATION	ANDREW PEREZ	PAY @ TIME OF ORDER

ITEM# / DESCRIPTION	QUANTITY	PRICE	AMOUNT
0606061PQD4 6" DIA 6' SYP DOMED POST CCA	300 PC	22.50 PC	6,750.00
MIL MILLING DRILL 1 1/2" HOLE. 10 INCH FROM TOP. customer unlaod at job site	300 EA	0.00 EA	0.00

TOTAL FREIGHT	TAX	TOTAL AMOUNT
825.00	0.00	7,575.00

4/2/2020 4:02:07 PM aperez

Please review prices and quantities carefully. Any special requirements must be noted on the copy.
The above service is being performed specifically for this purchase order and cannot be cancelled after acceptance and confirmation.
 The payment of the above amount is hereby guaranteed absolutely and unconditionally by the signee.
Warranties: Building Products Plus receives information from the manufacturers and suppliers of products and offers such information to the buyer as a free service. **There are no implied warranties of merchantability and no warranties which extend beyond the descriptions on the face hereof.**
 It is the buyer's sole responsibility to comply with all applicable building codes, construction methods and safety procedures. The buyer's exclusive remedy shall be limited to the replacement of non-conforming products. Seller shall not be liable for any consequential damages.
 Purchase Order Number: _____ Job Name or Number: _____
 Order confirmed by: _____ Date: _____ Taxable? Yes / No Print Name: _____
 Return Policy - By approval only, within 30 days Credit amount subject to material conditions and market. Restocking fee 20%.



P.O. Box 767 / 4832 Plank Road / Norwalk, OH 44857
 P: 419-668-1610 F: 419-668-7537

Quotation

Quote No **179550**
 Quote Date **04/01/2020**
 Quote Expires **04/08/2020**

Quote To:
 CITY OF CLEVELAND MS
 Attn: Dominique Green
 P O BOX 1439
 199 NORTH STREET
 CLEVELAND, MS, 38732

Ship To:
 CITY OF CLEVELAND MS
 P O BOX 1439
 199 NORTH STREET
 CLEVELAND, MS, 38732

Customer # **7373**
 Your Ref #
 Taken By **Dick Bernard**
 Sales Rep **Dick Bernard [11]**
 Terms **To Be Determined**



Issuing Branch [95] Nacogdoches, TX

Page 1 of 1

Special Instructions	Notes
	<p>Approximate Lead time is 12-14 weeks +/- . The lead time will be established at time of order to reflect the material availability, the mill schedule if milling must be done, treating schedule and any other factors at that time. Lead time will start once order confirmation has been signed and sent back to ATS, also payment is satisfied.</p> <p>Delivery to Cleveland MS based on the quantities on this quote Any change in quantity may change pricing No Cancellations once order is placed Customer to unload with proper equipment</p>

Line	Product Code	Description	TBF	Qty/Footage	Price	Per	Total
1	AAA-BOLLARDS	7-1/2" x 6" SYP Round Tumed Bollard w/Dome Top / One Hole 2" .15 MCA	12,800.04	300 ea	30.05	ea	9,015.00
2	3rd Party Delivery	Delivery / Freight					950.00

TBF 12,800.04

Total Amount	\$9,965.00
Sales Tax	\$0.00
Quotation Total	\$9,965.00

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Buyer _____ Date _____

Subject to our terms and conditions of sale. Further copies available on request.

4/3/2020 11:13 am

Precision Lawn & Dirt
 P.O. Box 155
 Cleveland, MS 38732 US
 (662) 719-6187
 plawndirt@gmail.com

Estimate

ADDRESS
 Josh McPherson / Parks and Recreation

ESTIMATE # 1062
 DATE 03/20/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Yards Concrete	16	135.00	2,160.00
	Sales	Dirt	2	125.00	250.00
	Sales	Trackhoe time	1	2,618.75	2,618.75
	Sales	Rubbish Haul Off	1	600.00	600.00
	Sales	Labor (Man hours)	463	35.00	16,205.00
	Sales	Screws, Wood, Misc Items	1	683.46	683.46

Thanks for the opportunity.

TOTAL

\$22,517.21

Bollard Project

Accepted By

Accepted Date





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

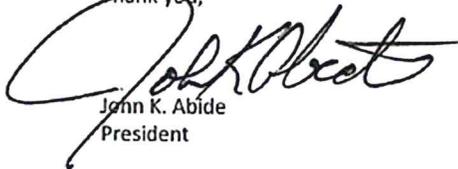
April 6, 2020

Clinton Carlisle, Eley Barkley, P.A.
Board of Alderman
City of Cleveland
P.O. Box 1439
Cleveland, MS 38732

Dear Mr. Carlisle:

Cleveland Lumber & Supply Co. proposes to furnish labor, material (except bollards or rope) and equipment to complete the 2020 Amzie Moore Park Bollard Replacement Project and the 2020 Bear Pen Park Bollard Replacement Project according to the specifications furnished by Eley Barkley, P.A. dated January 30, 2020 for the total price of \$24,550.00.

Thank you,



John K. Abide
President

'BUILDING MATERIALS FOR EVERY PURPOSE'

ORDERED this April 7, 2020.

**ORDER TO APPROVE PURCHASE OF OVERFLOW PIPE FOR AGUZZI
SEWER PUMP STATION**

After discussion, upon Motion by Alderman Janoush, second by Alderman Gainspoletti, and unanimously adopted, it is ordered to approve the purchase of an overflow pipe for the Aguzzi Sewer Pump Station from Avis Construction for a quoted amount of \$4,900.

AVIS CONSTRUCTION, INC.
P.O. BOX 1260
GREENVILLE, MS. 38702
CELL: 662-820-8199
EMAIL: jimavis1@gmail.com

FEBRUARY 4, 2020

CITY OF CLEVELAND
ATTN: JOSH MCPHERSON
ELEY BARKLEY

THE AGUZZI PUMP STATION OVERFLOW PIPE WILL INCLUDE LABOR AND MATERIALS FOR 12IN SEWER PIPE, TWO MANHOLE CONNECTIONS, AND ONE ALUMINUM FLOODGATE FLAP.

OUR PRICE FOR THESE ITEMS WILL BE \$4900.00

IF YOU NEED ANY OTHER INFORMATION, PLEASE CONTACT ME.

THANKS,



JIM AVIS, P.E.

ORDERED this April 7, 2020.

ORDER TO ASSIGN CITY PERSONNEL TO THE HAZARD MITIGATION COMMITTEE

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Abraham, and unanimously adopted, it is ordered to assign the listed city personnel to serve on the Hazard Mitigation Committee.

Name	Position/Title	Department/Agency
Billy Nowell	Mayor	City of Cleveland
Dominique Green	City Clerk	Finance and Purchasing
Josh McPherson	City Engineer	Engineering
Kenneth Taylor	Community Development Director	Community Development
Greg Jackson	Fire Inspector	Fire Department
Charles Bingham	Police Chief	Police Department
Raphael Bell	Public Works Director	City Public Works
Keith Christopher	Utility Operator	Water and Sewer Systems

ORDERED this April 7, 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 Minutes (March 3rd, March 10th, March 23rd)
- b. Approval of March Claims Docket
- c. Request to send notices for properties in violation of MCA 21-19-11
- d. Request to tow nuisance vehicles

ORDERED this April 7, 2020.

**ORDER TO ADOPT RESOLUTION FOR HIRING BOND COUNSEL
PROFESSIONALS**

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

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF CLEVELAND, MISSISSIPPI, AUTHORIZING THE
ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH
THE ISSUANCE OF THE PROPOSED GENERAL OBLIGATION
UTILITY BONDS OF THE MUNICIPALITY; AND FOR RELATED
MATTERS.**

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body"), acting for and on behalf of the City of Cleveland, Mississippi (the "Municipality"), hereby finds, determines, adjudicates, and declares as follows:

1. Pursuant to Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the Governing Body desires to issue general obligation utility bonds (the "Bonds") for various purposes authorized by the Act.

2. The Governing Body desires to go forward with preparation for the issuance of the Bonds and desires to approve the engagement of certain professionals to assist with the issuance of the Bonds.

NOW, THEREFORE, be it resolved by the Governing Body, acting for and on behalf of the Municipality, as follows:

SECTION 1. The Governing Body and the professionals herein engaged are hereby authorized to proceed with the preparation for the issuance of the Bonds in accordance with this resolution and such other resolutions as may be subsequently adopted concerning this matter.

SECTION 2. The Governing Body hereby authorizes and approves the engagement of the law firm of Jones Walker LLP, Jackson, Mississippi, to serve as Bond Counsel in connection with the issuance of the Bonds and authorizes the Mayor to execute the engagement letter attached hereto as **Attachment A**.

SECTION 3. The Governing Body hereby affirms the engagement of Daniel J. Griffith, Esq., of Jacks Griffith Luciano, P.A., Cleveland, Mississippi, to serve as Counsel for the Municipality in connection with the issuance of the Bonds.

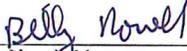
SECTION 4. The Governing Body by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds.

Following the reading of the foregoing resolution and discussion thereof, Alderman Janoush moved and Alderman Gainspoletti seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

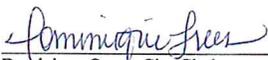
The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, April 7, 2020.

City of Cleveland, Mississippi



Billy Nowell, Mayor

ATTEST:



Dominique Green, City Clerk



{JX416844.2}

Attachment A

Letter of Engagement



Brad C. Davis
D: 601.949.4623
F: 601.709.8655
bdavis@joneswalker.com

April 7, 2020

Daniel J. Griffith, Esq.
Jacks Griffith Luciano, P.A.
PO Box 1209
Cleveland MS 38732

dgriffith@jlpalaw.com

Re: \$2,000,000 General Obligation Utility Bonds, Series 2020
City of Cleveland, Mississippi

Dear Mr. Griffith:

This letter is to set forth the scope of our engagement and to specify the responsibilities which we assume as bond counsel for the City of Cleveland, Mississippi (the "Municipality"), in connection with the proposed issuance by the Municipality of the above-referenced \$2,000,000 General Obligation Utility Bonds, Series 2020 (the "Bonds").

We will undertake to draft the usual documents associated with the issuance of the Bonds. In addition, we will render our approving legal opinion with respect to the Bonds, which will be delivered to the Municipality and the purchaser on the date of closing. This opinion will primarily address the validity of the Bonds, the proceedings under which they are issued, and the exemption from state income taxation of the interest to be paid thereon. To the extent that it is determined that the Bonds may be issued as tax-exempt under the Internal Revenue Code of 1986, as amended (the "Code"), documents pertaining to the issuance of the Bonds and such opinion will also address the treatment of interest on the Bonds under the Code. We will also draft the customary closing papers, although we do not assume responsibility for verifying the accuracy or completeness of facts certified by others, nor do we assume responsibility for examining legal questions on which other participating attorneys are asked to opine.

We estimate that the fee for our services as bond counsel in this matter, which we agree not to exceed without discussion with you, will not exceed \$30,000.

The Municipality will also be billed for reimbursement of our expenses incurred in connection with this matter, which expenses typically include telephone, travel, photocopy, and delivery service charges. We estimate that such expenses will be not more than \$3,000, including the costs of validation of the Bonds, although we reserve the right to revise such estimate at any time prior to the actual closing and delivery of the Bonds as a result of circumstances not known on this date. As always, we will attempt to minimize any expenses incurred in connection with this issue and, at the time of submission of our final statement for (JX416283.1)

190 East Capitol Street, Suite 800 | Jackson, MS 39201 | P.O. Box 427 | Jackson, MS 39205-0427
T: 601.949.4900 | F: 601.949.4804 | joneswalker.com

services rendered and expenses incurred, will be glad to provide a detailed statement of any expenses reflected on our statement.

In connection with the services set forth above, the amount of our fee and our expense estimate set forth herein assumes that the information and documentation that is to be provided to us by the Municipality will be provided upon request within a reasonable amount of time so as not to occasion otherwise unnecessary expenditures of time and effort on our part. Such fee and expenses related to the initial issuance of the Bonds, and the subsequent issuance of any authorized, but unissued, Bonds shall be covered by subsequent arrangements.

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the Municipality is involved. These matters may include, but are not limited to, proceedings before the various federal, state, and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the Municipality.

We have reviewed the relationship between our responsibilities as bond counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the proposed Bonds) and our representation of other clients in unrelated matters as described above, and we have concluded that the performance of our responsibilities as bond counsel will not be affected by our representation of other clients.

It is our understanding that the Municipality consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Please confirm that the foregoing scope of engagement and fee arrangement is acceptable to the Municipality by an entry in the minutes of the Municipality, and give us a call if additional information is desired or if the matters discussed herein need further discussion.

Sincerely,

JONES WALKER LLP

Brad C. Davis

Brad C. Davis

BCD/bmb

cc: Billy Nowell, *Mayor*
Dominique Green, *City Clerk*

APPROVED AND ACCEPTED:

DATE: 4-8-2020

CLEVELAND, MISSISSIPPI

BY: *Billy Nowell*

TITLE: *Mayor*

{JX416283.1}
April 7, 2020
Page 3

ORDERED this April 7, 2020.

**ORDER TO ADOPT THE FYE 2020 GENERAL OBLIGATION UTILITY BOND
RESOLUTION OF INTENT**

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLEVELAND, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION UTILITY BONDS OF THE MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF TWO MILLION DOLLARS (\$2,000,000) TO RAISE MONEY FOR THE PURPOSE OF ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; AND, PURCHASING MACHINERY AND HEAVY EQUIPMENT WHICH WILL HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS FOR THE USE OF THE PUBLIC WORKS DEPARTMENT, BUT SPECIFICALLY NOT INCLUDING ANY MOTOR VEHICLES WEIGHING LESS THAN TWELVE THOUSAND (12,000) POUNDS; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Cleveland, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality hereby finds, determines, adjudicates, and declares as follows:

1. The Municipality is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), to issue the general obligation utility bonds hereinafter proposed to be issued for the purposes hereinafter set forth, for which purpose there are no other available funds on hand.

2. It is necessary and in the public interest to issue general obligation utility bonds of the Municipality in the maximum principal amount of Two Million Dollars (\$2,000,000) (the "Bonds") to raise money for the purpose of erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; and, purchasing machinery and heavy equipment which will have an expected useful life in excess of ten (10) years for the use of the public works department, but specifically not including any motor vehicles weighing less than twelve thousand (12,000) pounds (the "Authorized Purpose").

(JX416130.2)

3. The assessed value of all property within the Municipality, according to the last completed assessment for taxation, is One Hundred Ten Million Four Hundred Twenty-Six Thousand Seven Hundred Thirty-Eight Dollars (\$110,426,738); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by the Act, in the amount of Ten Million One Hundred Fifty Thousand Dollars (\$10,150,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by the Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of Ten Million One Hundred Fifty Thousand Dollars (\$10,150,000); the issuance of the Bonds hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

4. The Municipality intends to make payments of the principal of and interest on the Bonds from legally available revenues of the Municipality, including from the revenues of the Combined Water and Sewer System of the Municipality (the "System").

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

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

SECTION 1. The Governing Body hereby declares its intention to issue the Bonds in the maximum principal amount of Two Million Dollars (\$2,000,000) to raise money for the Authorized Purpose.

SECTION 2. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations.

SECTION 3. The Bonds will be general obligations of the Municipality payable as to principal and interest out of legally available revenues of the Municipality, including revenues of the System, and secured by an irrevocable pledge of the avails of a tax to be levied annually, if and to the extent necessary, upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, including revenues of the System, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds according to the terms thereof.

SECTION 4. The Governing Body proposes to direct the issuance of the Bonds in the amount, for the purpose and secured as aforesaid at a meeting of the Governing Body to be held

(JX416130.2).

at its regular meeting place in the City Hall located at 100 North Street in the Municipality at 6:30 p.m. on May 5, 2020, or at some meeting held subsequent thereto. If ten percent (10%) of the qualified electors of the Municipality, or one thousand five hundred (1,500), whichever is the lesser, shall file a written protest with the City Clerk against the issuance of such Bonds on or before the aforesaid date and hour, then the Bonds shall not be issued unless authorized at an election on the question of the issuance of such Bonds to be called and held as provided by law. If no protest be filed, then such Bonds may be issued without an election on the question of the issuance thereof at any time within a period of two (2) years after the date above specified.

SECTION 5. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Bolivar Commercial*, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, and the last publication shall be made not more than seven (7) days prior to such date.

SECTION 6. The City Clerk is hereby directed to procure from the publisher of *The Bolivar Commercial* the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

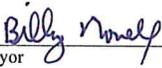
(JX4161302).

Following the reading of the foregoing resolution and discussion thereof, Alderman Janoush moved and Alderman Gainspoletti seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, April 7, 2020.

City of Cleveland, Mississippi



Mayor

ATTEST:



City Clerk

Publication Instructions
The Bolivar Commercial
April 14, 2020; April 21, 2020; and April 28, 2020

(JX4161302).

DERED this April 7, 2020.

ORDER TO ADOPT ORDINANCE TO RESET THE TIME OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLEVELAND

After discussion, upon motion by Alderman Sanders, second by Alderman Campbell, and unanimously adopted, it is ordered to adopt an ordinance to reset the time of the May 5th, 2020 regular board meeting and meetings to follow to 6:30 pm.

ORDINANCE ADOPTING TIME CHANGE OF THE REGULAR MAY 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 April 7, 2020, the Board of Aldermen adopt this ordinance changing the date and time of the May 2020 regular meeting of the Mayor and Board of Aldermen to the first Tuesday of the month or May 5th, 2020 at 6:30 p.m. with said meeting date to continue to be the first Tuesday of the month until further order of the Board; 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, May 5th, 2020 p.m. at 6:30 p.m. and continuing on the first Tuesday of the month until further order of the Board.

So RESOLVED, ADOPTED, AND APPROVED this the 7th day of April, 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 Sanders and seconded by Alderman Campbell 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 7th day of April, 2020.

s/Billy Nowell
BILLY NOWELL, Mayor

Attest:

s/Dominique Green
DOMINIQUE GREEN, City Clerk

ORDERED this April 7, 2020.

ORDER TO ADOPT STREET BASKETBALL ORDINANCE

After discussion, upon Motion by Alderman Sanders, second by Alderman Smith, and unanimously adopted, it is ordered to adopt a Street Basketball Ordinance as detailed per below.

AN ORDINANCE BY THE CITY OF CLEVELAND, MISSISSIPPI, PROHIBITING THE PLACEMENT OF GOALS WITHIN 20 FEET OF THE PUBLIC RIGHT OF WAY; PROHIBITING THE PLAYING OF GAMES ON ANY CITY STREET OR ALLEY; AND, PROVIDING PUNISHMENT FOR THE VIOLATION THEREOF;

WHEREAS, after an investigation and report by the City of Cleveland Police Department concerning the potential safety hazard posed by basketball, soccer and other like goals which have been observed adjacent to or on the public right of way of the streets and alleys of the City of Cleveland, there came on for consideration by the Mayor and Board of Aldermen of the City of Cleveland adoption of an ordinance designed to protect the safety of the public and the general good order of the City by preventing the public streets and alleys of the City of Cleveland from being used as a court or playing field for basketball, soccer, or like games; and, after a discussion of the subject matter, Alderman Sanders offered and moved the adoption of the following resolution:

BE IT ORDAINED, by the Mayor and Board of Aldermen (the "Board") of the City of Cleveland, Mississippi, as follows:

SECTION 1: It shall be unlawful within the City of Cleveland to place a basketball goal, soccer goal or other goal, whether permanent or temporary in nature, within twenty feet of the public right of way of the City facing toward a public street or alley;

SECTION 2: It shall further be unlawful within the City of Cleveland for any person, whether adult or child, to utilize any public street or alley for the playing of any games whatsoever;

SECTION 3: Violation of this ordinance shall be a misdemeanor punishable by a fine of twenty-five dollars (\$25.00) per occurrence. Each occurrence shall be considered a separate violation.

SECTION 4: For the necessary immediate and temporary preservation of public peace, health and safety of the citizens of Cleveland, pursuant to *Miss. Code Ann. Section 21-13-11 (1972)*, this Ordinance shall be effective from and after May 7th. It is hereby ordered that the above ordinance be recorded in the Ordinance Book of this municipality, and that the same be published one time in The Bolivar Commercial, a newspaper having a general circulation in this municipality, according to law.

SO ORDAINED AND PASSED by unanimous vote of the Mayor and Board of Aldermen of the City of Cleveland, Mississippi, this the 7th day of April, 2020.

CITY OF CLEVELAND, MISSISSIPPI

BY: s/ Billy Nowell
MAYOR

ATTEST:

s/ Dominique Green
CITY CLERK

ORDERED this April 7, 2020.

ORDER TO PERMIT RETIRED OFFICER STEVE MOORE TO PURCHASE HIS SERVICE WEAPON

After discussion, upon Motion by Alderman Janoush, second by Alderman Sanders, and unanimously adopted, it is ordered to permit retired officer, Steve Moore, to purchase his service weapon for \$1.00 pursuant to MS Code Ann. §45-9-131.

ORDERED this April 7, 2020.

ORDER TO APPROVE ARCHITECTURE AGREEMENT FOR THE ANIMAL SHELTER RENOVATION PROJECT

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Janoush, and unanimously adopted, it is ordered to approve an architecture agreement with Shelter Planners of America for the Animal Shelter Renovation Project detailed per EXHIBIT B.

ORDERED this April 7, 2020.

ORDER TO APPROVE SHELTER PLANNERS OF AMERICA PAYMENT REQUEST #1 FOR COMPLETED NEEDS ASSESSMENT AND CONCEPTUAL DESIGN OF THE ANIMAL SHELTER RENOVATION PROJECT

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Janoush, and unanimously adopted, it is ordered to approve pay request #1 totaling \$17,916.44 due to the Shelter Planners of America for completion of a needs assessment and a conceptual design for the Animal Shelter Renovation Project.



February 24, 2020

Dominique Green
 Email: dominique.green@cityofclevelandms.com
 City of Cleveland
 P. O. Box 1439
 Cleveland, MS 38732

Re: SPA Commission 1088 - Needs Assessment Study and Conceptual Design for the Cleveland-Bolivar County Animal Shelter

INVOICE NO. 1088-01-20

	Fee	% Earned to Date	Earned to Date	Previously Invoiced	Due this Invoice
Needs Assessment Study	\$ 7,250.00	100%	\$ 7,250.00	\$ -	\$ 7,250.00
Conceptual Design	\$ 8,000.00	100%	\$ 8,000.00	\$ -	\$ 8,000.00
Reimbursable Expenses (Fee is Estimated)	\$ 2,500.00		\$ 2,666.44	\$ -	\$ 2,666.44
Due this Invoice:					\$17,916.44

Please make check payable to: Shelter Planners of America
 1106 W. Randol Mill Road, Suite 300
 Arlington, TX 76012
 Phone: 817-265-8522

*Thank you,
 Tom McCarty*

Approved For Payment

ORDERED this April 7, 2020.

ORDER TO APPROVE NORTH RAMP EXPANSION PROJECT DESIGN PAYMENT REQUEST #14

After discussion, upon Motion by Alderman Sanders, second by Alderman Janoush, and unanimously adopted, it is ordered to approve the North Ramp Expansion Project design pay request #14 from Barge Design Solutions totaling \$1,052.

Approved for Payment
4-7-2020 Board Meeting

North Ramp Exp. #14
309-621-502
DNG



60 Germantown Court, Suite 100 Memphis TN 38018 (901) 755-7166

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

Attn: Clint Johnson

Invoice Date: 3/13/2020
Project : 3491910
Invoice #: 14
Invoice Grp : 01
Project Manager : GREAUD, JOHN E.
BWSC Invoice No.: 177411

Project Name : CLEVELAND - NORTH RAMP EXP. PH1 & PH2
For Professional Services Rendered through: 2/28/2020

Tasks	Previous		Current Amount	%	Total Fee Earned	Amount Remaining
	Fee	Amount				
1 Design Services	45,482.00	45,482.00	0.00	100.00%	45,482.00	0.00
2 Geotechnical Investigation	4,400.00	4,400.00	0.00	100.00%	4,400.00	0.00
3 Site Surveying	5,100.00	5,100.00	0.00	100.00%	5,100.00	0.00
4 Specification Update	2,028.00	2,028.00	0.00	100.00%	2,028.00	0.00
5 Bidding Phase Services	7,734.00	7,734.00	0.00	100.00%	7,734.00	0.00
6 Construction Administration	30,669.00	4,430.00	1,052.00	17.87%	5,482.00	25,187.00
7 Resident Project Representation	61,318.00	0.00	0.00	0.00%	0.00	61,318.00
8 Quality Assurance Sureying	4,000.00	0.00	0.00	0.00%	0.00	4,000.00
9 Construction Materials Testing	35,000.00	0.00	0.00	0.00%	0.00	35,000.00
10 Project Closeout	<u>3,969.00</u>	0.00	0.00	0.00%	0.00	<u>3,969.00</u>
Total Fee:	199,700.00	69,174.00	1,052.00	35.17%	70,226.00	129,474.00
Total Fee Earned To Date					70,226.00	
Less Previous Billings					69,174.00	
Amount Due this Invoice					1,052.00	

ORDERED this April 7, 2020.

**ORDER TO APPROVE MEMA HAZARD MITIGATION NORTH STREET
DRAINAGE PROJECT GRANT FUNDING AGREEMENT**

After discussion, upon Motion by Alderman Campbell, second by Alderman Sanders, and unanimously adopted, it is ordered to approve the MEMA North Street Drainage Project Grant Funding agreement in acceptance of awarded grant funds totaling \$30,942.

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HAZARD MITIGATION GRANT PROGRAM AGREEMENT

Under this Agreement, the interests and responsibilities of the Recipient, herein after referred to as the State, will be executed by the Mississippi Emergency Management Agency. The individual designated to represent the State Mr. Gregory S. Michel Governor's Authorized Representative (GAR). The Sub-recipient to this Agreement is Cleveland, City Of. The interests and responsibilities of the Sub-recipient will be executed by the Sub-recipient's designated applicant's agent.

Pursuant to the Hazard Mitigation Grant 4415-6 (FEMA Project Number), funds in the amount of \$30,942.00 are hereby awarded to the Sub-recipient as stated below under the following conditions:

Approved Total Project Cost:	\$	<u>\$41,256.00</u>	
Federal Cost Share:	\$	<u>\$30,942.00</u>	<u>75.00%</u>
State Cost Share:	\$	<u>\$0.00</u>	<u>0.00%</u>
Local Cost Share:	\$	<u>\$10,314.00</u>	<u>25.00%</u>

The Sub-recipient agrees and understands that:

1. He/She has legal authority to apply for assistance on behalf of the Sub-recipient.
2. The Sub-recipient will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Sub-recipient will use disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative. Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR § 206 and 44 CFR Part 13.
4. The payments for approved projects will be on an eligible cost reimbursement basis and subject to receipt and approval of invoices.
5. The Sub-recipient is aware that limited funding available for mitigation requires cost sharing, and that the Sub-recipient is required to provide the full non-federal share for such mitigation activities.
6. The Sub-recipient will establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting

standards or as directed by the Governor's Authorized Representative.

7. The local cost share funding will be available within the specified time.
8. The Sub-recipient will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
9. The Sub-recipient will return to the state, within 15 days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient.
10. The Sub-recipient will comply with all applicable codes and standards as pertains to this project and agree to provide maintenance as appropriate.
11. The Sub-recipient will comply with all applicable provisions of federal and state laws and regulations regarding procurement of goods and services.
12. The Sub-recipient will comply with all federal and state statutes and regulations relating to non-discrimination. The Sub-recipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Sub-recipient actions pursuant to this Agreement.
13. The Sub-recipient will comply with provisions of the Hatch Act limiting the political activities of public employees.
14. The Sub-recipient will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.
15. The Sub-recipient will comply with the National Flood Insurance Program and the community's flood protection ordinance.
16. The Sub-recipient will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
17. The Sub-recipient will not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.
18. The Sub-recipient will provide the Recipient copies of audit reports that include funds provided under this agreement.
19. The Sub-recipient agrees that the disaster relief project contained in this Agreement will be completed by February 13, 2023. Completion dates may be extended upon justification by the Sub-recipient and approval by the Governor's Authorized Representative and the Federal

Emergency Management Agency.

20. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

If the Sub-recipient violates any of the conditions of this Agreement, or applicable federal and state regulations; the State shall notify the Sub-recipient that financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Sub-recipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

The undersigned does hereby agree with all terms and conditions of this agreement.

Governor's Authorized Representative

Billy Norval
Sub-Recipient's Authorized Representative

Date

4-8-2020
Date

ORDERED this April 7, 2020.

**ORDER TO APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT MLK
SEWER BASIN PROJECT RESOLUTIONS**

After discussion, upon Motion by Alderman Sanders, second by Alderman Campbell, and unanimously adopted, it is ordered to approve the following CDBG MLK Sewer Basin Project resolutions.

Billy Nowell
Mayor

Maurice Smith

Robert Sanders

Danny Abraham

Kirkham Povall

Paul Janoush

Ted Campbell

Gary Gainspoletti

Board of Aldermen

March 17, 2020

Mississippi Development Authority
Community Services Division
Post Office Box 849
Jackson, Mississippi 39205

Attention: Community Services Division

To Whom it May Concern,

This letter is to inform your office of the authorized signatures for our CDBG Project #1124-07-146-PF-01. Billy Nowell, Mayor, has the authority to sign cash request forms and other project reports and documents related to this project. Thank you for your time and attention to this matter.

Sincerely,



Billy Nowell, Mayor
Cleveland, Mississippi



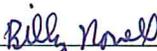
RESOLUTION
ESTABLISHING GOALS FOR MINORITY AND WOMEN-OWNED
BUSINESS PARTICIPATION

WHEREAS, the City of Cleveland, Mississippi has received a Community Development Block Grant (CDBG) from the Mississippi Development Authority, Community Services Division; and

WHEREAS, a requirement of the CDBG program is that the City establish goals for the participation of Minority-Owned and Operated Business Enterprises (MBEs) and Woman-Owned and Operated Business Enterprises (WBEs) in the implementation of its CDBG project; and

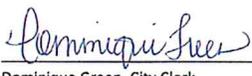
NOW, THEREFORE BE IT RESOLVED that the City of Cleveland Board of Aldermen adopts the goal of 10% participation by MBEs and 5% participation by WBEs in the implementation of its CDBG project.

ADOPTED this the 7th day of April, 2020.



Billy Nowell, Mayor
City of Cleveland

ATTEST:



Dominique Green, City Clerk

RESOLUTION
Cleveland, Mississippi

CODE OF STANDARDS OF CONDUCT

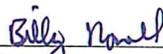
On this, the 7th day of April, 2020, the above named recipient of federal funds does hereby resolve to comply with regulations set forth in 2 CFR 200.318(c)(1) and Section 25-4-105 of the Mississippi Code of 1972, as amended. Such Code of Standards of Conduct provides that:

No employee, officer, or agent of the recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

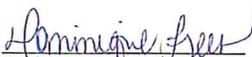
- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to recipient's agreements. In resolving to comply with the above stated requirements, we hereby agree to the State of Mississippi's enforcement of the provisions of disciplinary actions prescribed in Section 25-4-109 and 25-4-111 of the Mississippi Code of 1972, as amended, should any of these standards be violated by the recipient's officers, employees, or agents, or by contractors or subcontractors or their agents.

Be it further resolved that Cleveland, Mississippi, shall comply with the applicable requirements set forth in OMB 2 CFR Part 200 and all relevant CSD Policy and Procedures.

The above Resolution was officially adopted and duly recorded in the minutes of the before mentioned recipient.



Billy Nowell, Mayor



Dominique Green, City Clerk

FAIR HOUSING RESOLUTION

CITY OF CLEVELAND, MISSISSIPPI

LET IT BE KNOWN TO all persons of the City of Cleveland that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil rights Act (Federal Fair Housing Law).

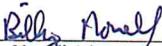
It is the policy of the City of Cleveland to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City of Cleveland does hereby pass the following resolution.

BE IT RESOLVED that within available resources the City of Cleveland will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

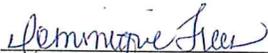
BE IT FURTHER RESOLVED that the City of Cleveland shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID CITY will, at a minimum, 1) adopt and publicize their Fair Housing Resolution; 2) post applicable Fair Housing information in prominent public areas; 3) provide Fair Housing Brochures and Fair Housing information to the public.

ADOPTED, by the Board of Aldermen, City of Cleveland, this the 7th day of April, 2020.


Billy Nowell, Mayor

ATTEST:


Dominique Green, City Clerk

ORDERED this April 7, 2020.

ORDER TO WAIVE \$25 LATE FEE FOR LATE WATER AND SEWER BILL PAYMENTS DURING COVID-19 PANDEMIC

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Campbell, and unanimously adopted, it is ordered to waive the \$25.00 late fee for late water and sewer bill payments until further notice due to the COVID-19 pandemic.

ORDERED this April 7, 2020.

ORDER TO APPROVE EMPLOYEE ACTION RECOMMENDATIONS

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



Employee Action Recommendations
Tuesday, April 7, 2020

Employee Name	Type of Action	Requested Effective Date	Department		Job Title		Pay Rate	
			Currently	Requested	Currently	Requested	Currently	Requested
Christopher Orr	Promotion	4/7/2020	Police Dept		Patrolman		\$18.78	\$21.45
Eric Jackson	Promotion	4/7/2020	Police Dept		Patrolman		\$18.78	\$21.45
Gregory Treadway	Promotion	4/7/2020	Police Dept		Patrolman		\$16.95	\$18.78

ORDERED this April 7, 2020.

ORDER TO APPROVE INFECTIOUS DISEASE CONTROL POLICY

After discussion, upon Motion by Alderman Janoush, second by Alderman Sanders, and unanimously adopted, it is ordered to approve an Infectious Disease Control Policy as detailed below.



ADMINISTRATIVE POLICY AND PROCEDURE

Title: Infectious Disease Control Policy		Subject: Infectious Disease		
Effective Date	Supersedes <u> </u> (Last Review)	Page	Index Number	Board Approved
		3		

Purpose

The City of Cleveland will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of the City of Cleveland during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

Organizations Affected

All City of Cleveland Employees

References

Mississippi State Department of Health

Centers for Disease Control and Prevention

Policy

The City of Cleveland is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

Preventing the Spread of Infection in the Workplace

The City of Cleveland will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. The Mayor and City Clerk to monitor and coordinate events around an infectious disease outbreak, as well as to create work rules that could be implemented to promote safety through infection control.

We ask all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets. We will also provide alcohol-based hand sanitizers throughout the workplace and in common areas.

Unless otherwise notified, our normal attendance and leave policies will remain in place. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, employees might want to arrange for alternative sources of child care should schools close.

Limiting Travel

All nonessential travel should be avoided until further notice. Employees who travel as an essential part of their job should consult with the Mayor or City Clerk on appropriate actions. Business-related travel outside the United States will not be authorized until further notice.

Telecommuting

Telework requests will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be submitted to your Supervisor for consideration.

Staying Home When Ill

Many times, with the best of intentions, employees report to work even though they feel ill. We provide paid sick time and other benefits to compensate employees who are unable to work due to illness.

During an infectious disease outbreak, it is critical that employees do not report to work while they are ill and/or experiencing the following symptoms: examples include fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills and fatigue. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

Requests for Medical Information and/or Documentation

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, we would request medical information to confirm your need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for you to return to work. As always, we expect and appreciate your cooperation if and when medical information is sought.

Confidentiality of Medical Information

Our policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with department heads and Human Resources.

Social Distancing Guidelines for Workplace Infectious Disease Outbreaks

In the event of an infectious disease outbreak, The City of Cleveland may implement these social distancing guidelines to minimize the spread of the disease among the staff.

During the workday, employees are requested to:

1. Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building.
2. If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.
3. Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
4. Do not congregate in work rooms, pantries, kitchen/break room areas, copier rooms, or other areas where people socialize.
5. Bring lunch and eat at your desk or away from others (avoid lunchrooms and crowded restaurants).
6. Encourage members and others to request information and orders via phone and e-mail in order to minimize person-to-person contact. Have the orders, materials and information ready for fast pick-up or delivery.
7. Any department/ facilities closures will be announced by the Mayor.

Outside activities

Employees might be encouraged to the extent possible to:

1. Avoid public transportation (walk, cycle, drive a car) or go early or late to avoid rush-hour crowding on public transportation.
2. Avoid recreational or other leisure classes, meetings, activities, etc., where employees might come into contact with contagious people.

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 personnel matters in the Public Works and Police Departments, potential litigation, the Siemens litigation and the Jackson litigation.

ORDERED this April 7, 2020.

After discussion, upon Motion by Alderman Povall, second by Alderman Janoush, and unanimously adopted, it is ordered that the Board go into executive session to discuss personnel matters in the Public Works and Police Departments, potential litigation, the Siemens litigation and the Jackson litigation.

ORDERED this April 7, 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 Sanders, second by Alderman Gainspoletti, and unanimously adopted, it is ordered to terminate the employment of Officer Andrew Caradonna for reasons stated per his personnel record on file in the office of Human Resources.

Upon motion by Alderman Smith, second by Alderman Gainspoletti, and unanimously adopted, it is ordered to terminate the employment of Public Works Street Laborers Benny Brooks and Shawn Smith for reasons stated per their personnel records on file in the office of Human Resources and to approve the unpaid suspension of Public Works Street Laborer Kedric Webb for 10 days for reasons stated per his personnel record on file in the office of Human Resources.

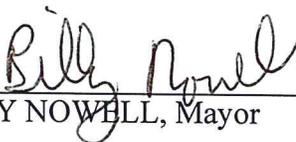
Upon motion by Alderman Povall, second by Alderman Gainspoletti, and unanimously adopted, it is ordered that the Board come out of executive session and re-enter open session

ORDERED this April 7, 2020.

ORDER TO ADJOURN

With there being no further business of the Board that needs attention, upon motion duly made by Alderman Janoush, second by Alderman Gainspoletti, and unanimously adopted, it is ordered that the Regular Board Meeting of April 7, 2020 be adjourned.

ORDERED this April 7, 2020.


BILLY NOWELL, Mayor

Attest:


DOMINIQUE GREEN, City Clerk

Minutes approved this 9th day of May, 2020.


BILLY NOWELL, Mayor

Attest

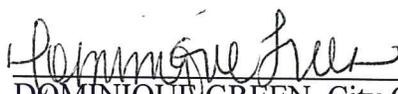

DOMINIQUE GREEN, City Clerk



EXHIBIT A

Upon presentation and examination of the minutes of the March 3rd regular meeting and the special called meetings on March 10th and March 23rd, 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 \$859,315.65 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 Notices for MCA 21-19-11
April 7, 2020

Site Address	Parcel #	Legal	Owner Name	Owner Address	Owner City	Complaint
403 N. Bayou Avenue	33-16-070-00-01501	Pt of Lots 15 & 16 Carpenter & Walker Addition	Mary Lee W Pittman c/o Wayne Pittman	291 Loshier Street	Hernando, MS 38632	Structure needs repaired, overgrowth, limbs & broken tree in rear yard
Delta Street	33-28-065-00-05300	Lot 53-54 Burly Hills Subdivision	Ajax J. Morris Jr.	P O Box 1049	Cleveland, MS 38732	Overgrowth & Vehicles park in grass on empty lot
637 Jane Street	33-17-550-00-02300	N 87.5 Ft of Lot 23 Reed 1st Subdivision	Bobby D. Brown	174 Whisper Lake Blvd.	Madison, MS 39110	Overgrown grass
218 N. Second Avenue	33-20-450-00-00500	Lot 5 Nowell's Subd. of a Pt of Blk 3 of College Heights Addition	South Delta Regional Housing Authority	PO Box 570	Indianola, MS 38751	Dilapidated structures, overgrowth, & junk
652 N. Bayou Avenue	33-17-085-00-05100	S 75' of N 125' of Lot 51 Carpenter & Walker 3rd Subd.	Jordan Rental Properties, LLC	17 Eastbrooke Circle	Madison, MS 39110	Structure needs repairs, overgrowth, & junk
710 Yale Street	33-20-515-03-03200	Lot 32 Blk 3 Oasis Addition	Ditech Financial LLC	2100 E Elliott Rd. Bldg 94 T325	Tempe, AZ 85284	Overgrown grass
806 Pearl Avenue	33-21-505-00-00801	N 1/2 of Lot 8 Nowell & Ross 4th Addition	Bertha Lee Matthews & Joe E Cox	806 Pearl Avenue	Cleveland, MS 38732	Overgrown grass
201 S. Davis Avenue	33-21-900-00-04800	A strip of land 1.115 acres in SW 1/4 of NE 1/4 Cleveland Not Platted	Krystal-Cleveland MS LLC	c/o Phalanx Properties Partnership 3805 Cherokee Woods Way	Knoxville, TN 37920	Overgrown grass & trash

Ruby Street	33-21-900-00-16802	Lot In NE 1/4 Of SE 1/4 S21 T22 R5 Cleveland Not Platted	100 Black Men of Bolivar County	P. O. Box 891	Cleveland	Overgrown grass
Ruby Street	33-21-900-00-11801	A Lot in SE 1/4 of NE 1/4 S21 T22 R5 Cleveland Not Platted	100 Black Men of Bolivar County	Box 891	Cleveland, MS 38732	Overgrown grass
505 Murphy Street	33-21-320-00-00200	Lot 2 Kelley's Addition	Easter Shortridge c/o Elizabeth Forest	134 Crosby Road	Boyle, MS 38730	Overgrown grass & limbs
701 Memorial Drive	33-28-900-00-07300	Tract of Land in NW 1/4 of S28 T22 R5 Cleveland Not Platted	Cotton Station Holdings LLC	1319 Memorial Drive	Cleveland, MS 38732	Junk & Overgrowth
104 East End Street	33-21-395-00-01500	Lot 15 McLean Addition	Charles & Audrey & Joyce & Sharon Fitzpatrick	125 Sara Fox Drive	Brandon, MS 39047	Dilapidated structure & Overgrown grass
510 N. Bayou Avenue	33-16-070-00-00401	N 1/2 Of Lot 4 Carpenter & Walker 4th Addition	Jordan Remodeling LLC	603 S. Leflore Avenue	Cleveland, MS 38732	Overgrown grass
120 Coleman Street	33-16-900-00-09000	Lot in S 1/2 of SW 1/4 E of Bayou Rd. S16 T22 R5 Cleveland Not Platted	West Cleveland Realty, LLC	1110 Avery Street	Cleveland, MS 38732	Overgrowth & junk
118 Walker Street	33-16-070-00-00101	W 100 Ft of Lot 1 Carpenter & Walker Addition	Steve Allen Taylor	P O Box 308	Boyle, MS 38730	Dilapidated structure, junk, & overgrowth
604 N. Bayou Avenue	33-16-085-00-04000	S 1/2 of Lot 40 Carpenter & Walker 3rd Subdivision	Daniel Griffin	604 N. Bayou Avenue	Cleveland, MS 38732	Overgrown grass, broken tree & junk in rear

309 W. Carpenter Street	33-16-080-00-02801	W 86' of Lot 28 Carpenter & Walker 2nd Subdivision	Jose Moncada	P O Box 1586	Cleveland, MS 38732	Burned structure & overgrown grass
203 N. Victoria Avenue	33-21-820-01-00900	Lot 9 Blk 1 Williams & Davidson Addition	Bailey Investments LLC	P. O. Box 624	Cleveland, MS 38732	Structure needs repairs
215 N. Third Avenue	33-20-140-03-01700	E 1/2 of Lot 17 Subd. of Blk 3 of College Heights Addition	Jordan Properties, LTD	17 Eastbrooke Circle	Madison, MS 39130	Dilapidated structure, junk, & overgrowth
209 N. Third Avenue	33-20-140-03-02400	E 1/2 of Lot 24 Subd. of Blk 3 of College Heights Addition	Terry M. Burd	1400 Terrace Rd.	Cleveland, MS 38732	Overgrowth & junk
206 N. Fourth Avenue	33-20-140-03-02401	W 147.5 Ft. of Lot 24 Subd. of Blk 3 College Heights Addition	Terry M. Burd	1400 Terrace Rd.	Cleveland, MS 38732	Structure needs repair, overgrown grass & trash
523 N. Bayou Avenue	33-16-070-00-00800	N 75' of Lot 8 Carpenter & Walker Addition	ACME Investment Company	P. O. Box 1737	Cleveland, MS 38732	Junk in rear yard
521 N. Bayou Avenue	33-16-070-00-00801	N 70 Ft of SO 125 Ft of Lot 8 Carpenter & Walker Addition	Jessie Ramiz & Vanessa Burns	521 N. Bayou Avenue	Cleveland, MS 38732	Dilapidated structure, overgrowth & debris
517 N. Bayou Avenue	33-16-070-00-00900	N 95' of S 160' of Lot 9 Carpenter & Walker Addition	Acme Investment Co. Inc.	P.O. Box 1737	Cleveland, MS 38732	Dilapidated structure, junk & debris
1210 Aloe Avenue	33-28-260-03-00400	Lots 4 & 5 Blk 3 Fairlawn Subdivision	Mary W. Garrett c/o Jacqueline or Majorie R. Massey	7586 Proud Land Drive	Memphis, TN 38119	Overgrown grass

105 S. Fourth Avenue	33-20-135-13-00600	North 63.5' of Lots 6, 7, 8 Blk 13	Dinesh Chawla	523 Frederick Drive	Cleveland, MS 38732	Overgrown grass
819 N. Chrisman Avenue	33-16-900-00-01505	A Lot in SW of NE 1/4 S16 T22 R5	Cleveland Athletic Club Inc. c/o Henry G. Mosco	488 Laughlin Road	Cleveland, MS 38732	Overgrown grass
713 Natarlia Hutton Street	33-21-325-00-00300	Lot 3 Lee's Addition	Doris Gene Griffin	P.O. Box 8392	Chicago, IL 60680-8392	Overgrown grass
315 S. Victoria Avenue	33-21-820-06-08200	Lot 82 Blk 6 Williams & Davidson Addition	Dinesh Chawla	523 Frederick Drive	Cleveland, MS 38732	Overgrown grass & limbs
702 Hadley Street	33-21-685-00-00600	Lot 6 South Side Addition	Roosevelt Green	c/o Johnnie Green 4157 Old Hwy 61 N	Leland, MS 38756	Overgrown grass
708 Aloe Avenue	33-21-240-03-01300	Lot 13 Blk 3 Edgewood	Jessie White	708 Aloe Avenue	Cleveland, MS 38732	Overgrown grass
Young Avenue	33-28-900-00-07902	Lot in SE 1/4 of SW 1/4 of NW 1/4 S28 T22 R5 Cleveland Not Platted	C & L Construction Inc.	828 N. Parkway Drive	Cleveland, MS 38732	Overgrown grass
Lincoln Street	33-22-790-00-10700	Lot 107 Washington	Robert Lee Morgan Jr.	1090 Spring Green Drive	Joliet, IL 60433	Overgrown grass
642 N. Sharpe Avenue	33-16-900-00-04000	Lot in SE 1/4 OF NW 1/4 East of Sharpe Avenue Extended S16 T22 R5 Cleveland Not Platted	Paul Erik Rosberg	P. O. Box 642	Cleveland, MS 38732	Overgrown grass
100 East End Street	33-21-395-00-01300	Lot 13 McLean Addition	Maxine G. Moss c/o Tom Moss	1255 Stable Run Drive	Cordova, TN 38018	Overgrown grass
801 Church Avenue	33-21-485-00-00401	W 1/2 of Lot 4 of Jack Nowell Addition	Cotton States Investments Corp.	320 W. Lee Road	Clarksdale, MS 38614	Overgrown grass & limbs
608 Aloe Avenue	33-21-240-03-00300	Pt of Lot 3 Blk 3 Edgewood Addition	Leoler Thomas Wymmer	608 Aloe Avenue	Cleveland, MS 38732	Overgrown grass

907 Pearl Avenue	33-21-500-00-05301	W 1/2 of Lot 54 Nowell & Ross 3rd Addition	James Glenn	907 Pearl Avenue	Cleveland, MS 38732	Overgrown grass
725 S. Davis Avenue	33-21-315-00-00800	Lots 8 & 9 Jackson Addition	Nancy Nowell McKnight & Neysa Nowell Yeager	2612 Hwy 446	Boyle, MS 38730	Overgrown grass
511 Ferguson Avenue	33-16-080-00-02000	S 1/2 of Lot 20 Carpenter & Walker 2nd Subdivision	Martha Lee & Willie Lee Dotstry	600 18th Avenue N.	Minneapolis, MN 55411	Overgrown grass
905 S. Chrisman Avenue	33-21-900-00-24000	Lot by M&B in NW 1/4 of SE 1/4 S21 T22 R5 Cleveland Not Platted	Charlie Collins & Jessie Jefferson Jr.	905 S. Chrisman Avenue	Cleveland, MS 38732	Overgrown grass
929 Pearl Avenue	33-21-500-00-04301	W 1/2 of Lot 43 Nowell & Ross 3rd Addition	Karen Barbara Williams	50 John Garland Blvd Unit 204	Toronto, ON M9V 1 N4	Overgrown grass, limbs, & trash
618 Pearl Avenue	33-21-240-04-00600	Lot 6 Blk 4 Edgewood Addition	General P. Jackson & Will Henry	92 Hobart Street	Rochester, NY 14611	Overgrown grass, dead trees, trash, & junk
711 Cross Street	33-21-900-00-20000	A Lot 50 ft by 96.5 ft in SE 1/4 S21 T22 R5 Cleveland Not Platted	Rosetta B. Womack	c/o Michael Randle 609 Legion Road	Cleveland, MS 38732	Overgrown grass
104 Williams Street	33-17-900-00-01200	Triangular Lot East Of Lot 44 Of Carpenter & Walker 3rd S/D S17 T22 R5 Cleveland Not Platted	Essie Bates	7 John Street	Roosevelt, NY 11575	Overgrown grass
1239 Church Avenue	33-28-260-01-04100	Lots 41-44 Blk 1 Fairlawn Subdivision	Earnell B Harris	c/o Patricia Hudson 3405 Boxwell Circle	Killeen, TX 76543	Overgrown grass

709 Beach Street	33-21-900-00-10100	E 68 Ft of W 392 Ft of S 1/2 of N 1/2 of S 1/2 of SE 1/4 of NE 1/2 Not Platted	Joyce Tucker	9 Second Street	Cleveland, MS 38732	Overgrown grass
708 Jackson Street	33-21-315-00-00300	Lot 3 Jackson Addition	T S Tice	708 Jackson Street	Cleveland, MS 38732	Overgrown grass
907 S. Chrisman Avenue	33-21-900-00-24001	Lot M & B IN NW 1/2 of SE 1/4 S21 T22 R5 Clevealand	Leon Foster	c/o Beverly Foster 66740 Crescent Dr. Apt. B	Desert Hotspring, CA 92240	Overgrown grass
1408 S. Chrisman Avenue	33-28-265-00-01800	Lots 18 & 19 Fairlawn 2nd Subdivision	Sylvester Butcher	1320 Church Avenue	Cleveland, MS 38732	Overgrown grass
912 Cross Street	33-22-790-00-00700	Lot 7 Washington Heights Addition	Pamela D. Lewis & Bridget L. Anderson	912 Cross Street	Cleveland, MS 38732	Overgrown grass, trash, & debris
704 Ninth Avenue	33-20-700-00-02300	Lot 23 of Terrace	Virgie Mae Wright	704 Ninth Avenue	Cleveland, MS 38732	Overgrown grass
808 Pearl Avenue	33-21-505-00-00800	S 1/2 of Lot 8 Nowell & Ross 4th Addition	Moshiu Knox	5 Oak Street	Renova, MS 38732	Dilapidated structure & Overgrown grass
626 N. Bayou Avenue	33-17-085-00-04500	S 1/2 of Lot 45 Carpenter & Walker 3rd Subdivision	Bolivar County Habitat for Humanity	P O Box 1785	Cleveland, MS 38732	Overgrown grass & broken tree
601 Ruby Street	33-21-460-02-00100	Lot 1 Blk 2 Nowell's Addition	Covenant Partners LLC	483 Airport Road	Natchez, MS 39120	Overgrown grass & limbs
211 N. Andrews Avenue	33-21-235-00-02200	Lot 22 Less W 30' Subdivision	S L & Raksha Sethi	1554 W. Peace Street	Canton, MS 39046	Overgrown grass & dead tree
209 N. Andrews Avenue	33-21-235-00-02100	Lot 21 Less 4 30' Subdivision	S L & Raksha Sethi	1554 W. Peace Street	Canton, MS 39046	Overgrown grass
214 N. Davis Avenue	33-21-390-00-00204	Lots 5 & 6 & S 42 ft of Lot 4 in Lot 2 Subdivision of Lots 1 & 2 McLean Addition	Sunco Holdings LLC	1554 W. Peace Street	Canton, MS 39046	Overgrown grass

929 Aloe Avenue	33-21-495-00-03800	W 1/2 of Lot 38 Nowell & Ross 2nd Addition	Gwendolyn Watson	951 Taylor Road	Boyle, MS 38730	Overgrown grass & limbs
413 S. Chrisman Avenue	33-21-635-02-02400	Lots 24 & 25 Blk 2 Scott's Addition	Cotton States Investments Corp.	320 W. Lee Road	Clarksdale, MS 38614	Dilapidated structure, junk, & overgrowth
523 Ferguson Avenue	33-16-080-00-02300	E 1/2 of Lot 23 Carpenter & Walker 2nd Subdivision	Elizabeth Allen & Essie Brown	523 Ferguson Avenue	Cleveland, MS 38732	Overgrown grass

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

Car Tows
April 7, 2020

Case Date	Site Address	Complaint	Description
3/30/2020	101 Dean Street	Bobcat excavator parked in street	Bobcat 331 excavator Rutledge Contractors 4654 Tupelo, MS
3/16/2020	661 N. Bayou Avenue	Inoperable vehicle parked in yard	Mercury Cougar V6 Tag#: BLD 426 Exp. 2/18
3/13/2020	1544 Arnold Avenue	Inoperable vehicle, on-jacks & blocks/hazardous	Green/beige Chevrolet Silverado 1500 Truck Tag#: BL1 2013
3/13/2020	1541 Garrison Avenue	Vehicle on jacks in street, hazardous	White Chrysler Van Town & Country LX Tag 3: BLA 5510 Exp. 2/20
3/10/2020	1202 Sixth Avenue	Flat tire, Blocking sweeping operations	Beige/Maroon Chevrolet Silverado 1500 truck Tag #: BL1 3126
3/10/2020	913 Pearl Avenue	Inoperable vehicle, flat tire, & blocking sweeping operations	Black Chevrolet Suburban No tag
3/10/2020	1006 Lamar Street	Utility trailer parked in street	Utility trailer No tag
3/10/2020	1006 Lamar Street	Flat tire, Blocking sweeping operations	Black Ford F-260 XLT Super Duty Tag#: NDF Exp. 12/19

EXHIBIT B

 **AIA® Document C103™ – 2015**

Standard Form of Agreement Between Owner and Consultant

AGREEMENT made as of the Thirteenth day of April in the year Two-Thousand and Twenty
(In words, indicate day, month and year.)

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

City of Cleveland
100 North Street
Cleveland, MS 38732

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

Shelter Planners of America
1106 West Randol Mill Road
Suite 300
Arlington, Texas 76012

Consultant's discipline:

Animal Shelter Consultant

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Addition and Remodel of the Existing Cleveland-Bolivar County Animal Shelter
200 W. Carpenter St.
Cleveland MS, 38732

The Owner and Consultant agree as follows.

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

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

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TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

See attached Shelter Planners of America Proposal dated March 3, 2020 (EXHIBIT A).
The Owner's Budget for the Cost of the Work is initially One-Million Two-Hundred Thousand Dollars (\$1,250,000) and the Total Project Cost including Soft Costs is One-Million Five-Hundred Thousand Dollars (\$1,500,000).

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule: See attached Shelter Planners of America Proposal dated March 3, 2020 (EXHIBIT A).

- .1 Design phase milestones, if any:
- .2 Date for commencement of construction:
- .3 Substantial Completion date:
- .4 Other milestone dates:

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§ 1.4 The Owner and Consultant 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 Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

| See attached Shelter Planners of America Proposal dated March 3, 2020 (EXHIBIT A).

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant 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 Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

| Michael Barnard
1106 West Randol Mill Road, Suite 300
Arlington, TX 76012
Office Phone: 817-265-8522
Cell Phone: 817-881-1510
Email: mike@spoausa.com

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

| § 2.7.1 Commercial General Liability with policy limits of not less than One-Million Dollars (\$1,000,000) for each occurrence and Two-Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

| § 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One-Million Dollars (\$1,000,000) per claim and (\$) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

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§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than One-Million Dollars (\$ 1,000,000).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two-Million Dollars (\$ 2,000,000) per claim and Four-Million Dollars (\$ 4,000,000) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.

(Check one or both selections below.)

Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, 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 Consultant or Owner.

Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>
<u>Schematic Design</u>	<u>1 month</u>
<u>Design Development</u>	<u>2 months</u>
<u>Construction Documents</u>	<u>2 months</u>
<u>Bidding Phase</u>	<u>2 months</u>
<u>Construction Phase</u>	<u>9 months</u>

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

§ 3.3 The Consultant has included in Basic Services One (1) visit during the Design Phase and Eleven (11) visits to the site by the Consultant during Construction. If additional visits are required, these will be an Additional Service.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

Danny Abraham, Alderman
City of Cleveland
100 North Street
Cleveland, MS 38732
Telephone Number: 662-846-1471

Mobile Number: 662-719-9500
Email Address: dannyabraham@cableone.net

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

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

§ 4.7 The Owner shall endeavor to communicate with the Contractor through the Consultant about matters arising out of or relating to the Contract Documents.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant 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. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service 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

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in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants 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 Consultant and its subconsultants 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 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, 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 herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant 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. The Owner or the Consultant, 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.

§ 6.1.3 The Consultant 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 7.7.

§ 6.2 Mediation

§ 6.2.1 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 Consultant's services, the Consultant 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.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and

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filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 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.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

§ 6.3 Arbitration

~~§ 6.3.1 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.~~

~~§ 6.3.1.1 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.~~

~~§ 6.3.2 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.~~

~~§ 6.3.3 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.~~

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 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).

§ 6.3.4.2 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

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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.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

§ 7.4 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.

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

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

See attached Shelter Planners of America proposal dated March 3, 2020 (EXHIBIT A).

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

If the Owner authorizes any Additional Services in writing in advance, they will be performed at the dollar/hour rates as described in the attached Shelter Planners of America proposal dated March 3, 2020 (EXHIBIT A) and as follows:

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Detailed Cost Estimating by a professional cost estimator, Sustainable Design services such as LEED certification, or Furniture Design.

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

See attached Shelter Planners of America proposal dated March 3, 2020 (EXHIBIT A)

Employee or Category	Rate
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§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant'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 Consultant.
(Insert rate of monthly or annual interest agreed upon.)

six percent (6 %)

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

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant 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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of Ten percent (10 %) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

Not Applicable.

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of

the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Seventy-five percent (75%) of total compensation as outlined in Article 8 Compensation and in the attached SPA proposal Dated March, 3, 2020 (EXHIBIT A).

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant 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.

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

§ 9.4 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 Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant 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.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential 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 Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 10.1 ANIMAL SHELTER CONSULTANT INTERIOR DESIGN: The Consultant will include in its Basic Services the preparation of a maximum of (2) schematic color schemes for the Owner's selection. The schemes will identify basic floor, wall and ceiling colors, finishes, and textures; it will not be a detailed selection of all materials. After selection of the schematic scheme by the Owner, the Consultant will proceed to develop an in-depth color, finish, and texture submittal for the Owner's approval. A maximum of (2) meetings for development of the final color scheme is included in the Agreement. Additional meetings, if required, will be an Additional Service. After approval of the color scheme, a color book will be prepared for use by the Owner. These two meetings will be combined with the Construction Site visits.

§ 10.2 CONSTRUCTION CONTINGENCY: The Owner understands and acknowledges that, although the Instruments of Services shall be prepared within the Standard of Care stated in this Agreement, the Contractor may require additional information from the Consultant to clarify and coordinate the design intent shown in the Construction Documents that results in increases in the Construction Cost. Therefore, the Owner agrees to include a contingency in the Owner's construction budget to pay for construction costs arising from such issues in the amount of three percent (3%) of the total Construction Cost.

§ 10.3 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR: This is to be determined. If the Owner decides to use a Construction Manager at Risk the AIA A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price will be used. If the Owner decides to Competitively Bid the Project, the AIA A101- 2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum will be used. In either case, the AIA A201 General Conditions of the Construction Contract will be used, but all references to the "Architect" will be changed to say "Consultant".

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™-2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103-2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant.
- ~~.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed,~~
or the following:

- .3 Scope of Services Exhibit(s) listed in section 2.1

Shelter Planners of America proposal dated March 3, 2020 (EXHIBIT A)

- .4 Other documents:

(List other documents hereby incorporated into the Agreement.)

ARTICLE 12 COST OF THE WORK

§ 12.1 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 Consultant 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 Consultant; 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.

§ 12.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required. 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 Consultant, if no Construction Manager, represents the Consultant's judgment as a design professional. It is recognized, however, that neither the Consultant, 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 Consultant 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 Consultant.

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§ 12.3 In preparing estimates of the Cost of Work, the Consultant 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 Consultant'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 Consultant will obtain an estimate from a Professional Estimator as an Additional Service.

§ 12.4 If, through no fault of the Consultant, construction procurement activities have not commenced within 90 days after the Consultant 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.

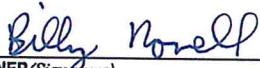
§ 12.5 If at any time the Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with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

§ 12.6 If the Owner's current 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 7.5;
- .4 in consultation with the Consultant, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 12.7 If the Owner chooses to proceed under Section 12.6.4, the Consultant 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 12.6.1. If the Owner requires the Consultant 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 Consultant could not reasonably anticipate, the Owner shall compensate the Consultant for the modifications as an Additional Service. In any event, the Consultant's modification of the Construction Documents shall be the limit of the Consultant's responsibility under this Article 12.

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



OWNER (Signature)
Billy Nowell, Mayor
(Printed name and title)



CONSULTANT (Signature)
Michael Barnard, President
(Printed name and title)

Init.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Michael Barnard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 17:30:00 ET on 04/13/2020 under Order No. 1550602230 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C103™ - 2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)

President
(Title)

4-13-20
(Dated)



EXHIBIT A

March 3, 2020

Mr. Danny Abraham, Alderman
City of Cleveland
100 North Street
Cleveland, MS 38732

RE: Proposal for Animal Shelter Consulting for
Addition and Remodel of the Existing Animal Shelter

Dear Mr. Abraham:

I am pleased to submit the following proposal to the City of Cleveland, here after referred to as the Owner, for Animal Shelter Consulting services for the addition and remodel of the Cleveland-Bolivar County Animal Shelter.

GENERAL INFORMATION

1. The proposed project is to expand and renovate the current Cleveland-Bolivar County Animal Shelter, located at 200 W. Carpenter St., in Cleveland Mississippi.
2. Shelter Planners of America prepared a Needs Assessment Study and prepared a Conceptual Design for the project for the City of Cleveland earlier in 2019.
3. The proposed project is expected to be a total of approximately 8,580 SF including adding a new dog building and remodeling the existing Animal Shelter.
4. The estimated construction cost for the expansion of the building and associated Site Work is approximately between \$1,224,000 to \$1,974,000. The Total Project Cost including soft costs and contingency is approximately \$1.5 Million.
5. The project is expected to be constructed using a Construction Manager at Risk or Competitive Bidding form of project delivery system.

BASIC SERVICES

Basic Services – Will include Schematic Design, Design Development, Construction Documents, Bidding Phase and Construction Administration, including normal structural, mechanical and electrical engineering. These are briefly outlined as follows:

SCHEMATIC DESIGN PHASE

1. Meet with you using "Go-to-meeting" to confirm goals, objectives and project requirements.
2. Research local Building Codes and discuss with code officials to determine if any changes are required to the Floor Plan or Site Plan.
3. Perform Preliminary Code research as needed to confirm Floor Plan configuration complies with codes.
4. Prepare updated Floor Plan and Site Plan based on discussions and Code research.
5. Meet a second time using "Go-to-meeting" to review the drawings noted in item 4 above.
6. Revise drawings as needed based on second meeting, if necessary.
7. Discuss revised drawings using "Go-to-meeting" if any additional revisions are required.

1106 W. Randol Mill Road, Suite 300, Arlington, Texas 76012 • Phone: 817-265-8522 • www.shelterplannersofamerica.com

8. Meet with you and City Building Official using "Go-to-meeting" again to review in more detail the proposed project and gather City Development's requirements for the project.
9. Once the Floor Plan is finalized, construct a 3-dimensional model of the entire building. Present the design of the exterior of all sides of the building.
10. Work with Owner's selected Civil Engineer regarding site work.

DESIGN DEVELOPMENT PHASE

1. Based approved Schematic Design Drawing prepare more detailed drawings to further develop the design including finishes for walls, floors, ceilings, doors, cabinetry, including information on proposed mechanical, plumbing, and electrical systems.
2. Meet with you in a face to face meeting and review the drawings along with our detailed checklist of items to assure we fully understand all of your needs.
3. Prepare Animal Equipment outline specifications, cut sheets and photographs of various animal housing and other equipment for review and selection. Review this information in a face to face meeting at the same time as item 2 above.
4. Meet with you and our Mechanical/Electrical Engineer via "Go-To-Meeting" to review all the special HVAC, plumbing and Electrical needs and requirements.
5. Prepare Design Development documents as follows: Floor Plans at 1/4" scale, showing all walls, doors, windows and cabinets. Prepare Exterior Roof Plan calling out all materials, Elevations, Ceiling Plans, Preliminary Foundation Plan, and Roof Framing Plan, Roof Plan for the new dog building, and Preliminary Lighting Plan, Power Plan, Plumbing Plan and HVAC Plans for the entire project.
6. Prepare written preliminary specifications identifying all materials to be used on the project.
7. Issue the Design Development Documents to the Construction Manager at Risk (CMAR) electronically. Meet with you and the CMAR using "Go-to-Meeting" and review all the documents, noting any changes needed.
8. Review Cost Estimate prepared by the CMAR and provide written comments.
9. If the project is over budget at that time, SPA will work with you and the CMAR to develop a list of cost reduction items for the CMAR to price.
10. SPA will modify the Design Development Documents as needed based on your review comments.
11. Work with and coordinate with the Owner's selected Civil Engineer who will prepare Design Development drawings of the Site Work which should include, but not limited to, a grading plan, paving plan, drainage plan, and erosion control plan.

CONSTRUCTION DOCUMENT PHASE

1. Based on approved Development Design Drawings, including any adjustments needed, prepare Construction Documents in sufficient detail for bidding, for Construction and for review and approval by the City Building Official for permitting.
2. A Project Manual will be provided to include project specifications.
3. SPA will submit the drawings to the City for permitting and will respond to their comments.

BIDDING PHASE

1. SPA will issue Construction Documents electronically to CMAR for bidding or if competitive bidding is selected, we will issue the Construction Documents to selected Contractors for competitive bidding.
2. SPA will answer questions from bidders during bidding and issue addenda to the Construction Documents as needed.
3. SPA will issue Addenda as needed to modify the Contract Documents.
4. If CMAR is selected, SPA will review the CMAR's cost proposal and provide written comments. If competitive bidding is selected, SPA will conduct a Bid Opening and tabulate the bids and review the bids and answer questions and offer advice to Owner regarding the bids received.

CONSTRUCTION PHASE

1. SPA will provide construction administration of the contract between the Owner and the Contractor or the CMAR.
2. SPA will attend Construction meetings once per month at the site with you and the Contractor or CMAR to review the progress of the work and review and certify the Contractor's application for Payment. (Ten meetings are included)
3. SPA will review and take action on Contractor or CMAR's submittals.
4. SPA will answer reasonable questions from the Contractor or CMAR during construction.
5. SPA will inspect the project for Substantial Completion and review and certify Contractor's Application for Payment.
6. SPA will inspect the project for Final Completion and review and certify the contractor's application for Final Payment.

ADDITIONAL SERVICES

1. Additional Services as outlined in the AIA Standard Agreement such as: Civil Engineering, including utility connections, Development Plan approved from the City if required, Landscape Design, Interior Design, security system design, audio visual system design, and signage design.
2. Revisions to previously-approved documents or changes to previous instruction from the Owner.
3. Additional site visits during design or construction phases above the number outlined above.
4. Design of furnishings and loose equipment.

COMPENSATION

1. Basic Services as outlined above will be performed for a Fee of Eleven Percent (11%) of the cost of the construction work. For the purpose of establishing the initial fee in this proposal, the construction cost is estimated to be One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000). The 11% fee is One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500). The Fee will be adjusted once the actual construction cost is known.

2. The compensation for each phase of services shall be as follows:

Schematic Design Phase	20%
Design Development Phase	20%
Construction Documents Phase	35%
Bidding or Negotiating Phase	5%
Construction Phase	20%

3. If the Owner authorizes any Additional Services in writing in advance, they will be performed at the following dollar/hour rates:

Shelter Consultant	\$185	Bill Meade
Veterinary Consultant	165	Jed Ford, DVM
Shelter Consultant	140	Michael Barnard, ACO
Shelter Consultant	125	Tom McCarty
Project Manager	105	
Project Coordinator	85	
CAD Draftsman	60	
Clerical	50	

For Additional Services of consultants, a multiple of one and one-tenth (1.10) times the amount billed to the Consultant for such services.

Invoices will be forwarded to the Owner at the beginning of each month for the portion of service completed in the prior month. Payment will be due within thirty (30) days.

REIMBURSABLE

An allowance for reimbursable expenses such as the costs of printing, plotting, courier services, and travel expenses will be provided and is estimated to be approximately 15% of Basic Services. Initially this allowance is established at \$20,000. SPA will invoice these expenses at the same rate as they are charged to SPA. However, for simplification, SPA will charge a flat fee of \$1,500.00 per trip for travel expenses, which will cover airfare, hotel, rent car, airport parking, mileage to airport, travel time and other related travel expenses. This is based on the Construction Documents being issued electronically not printed copies. The Owner will retain all unused portions of the Reimbursable Allowance.

PROVIDED BY OWNER

1. Civil Engineering and Landscape design.
2. Detailed dimensioned survey of site prepared by a registered public land surveyor including boundaries, existing improvements, existing site utilities, topography at 1'-0" intervals, spot grades and existing tree locations, species and sizes, etc. drawn in AutoCAD 2016 or newer format.
3. Geotechnical Study prepared by a qualified geotechnical engineer to be used by the structural engineer in designing the foundation. It is noted that this has already been provided.
4. HVAC system testing, adjusting and balancing.
5. Asbestos Survey of the existing Building if required.
6. If Construction Manager at Risk form of project delivery is used, then the Owner will provide the services of a Construction Manager to provide pre-construction services such as cost estimating, scheduling and constructability review.
7. Payment of governmental fees, such as City Plan review fees, and Inspection fees etc.

CONSULTANTS

SPA's proposal is based on the following consultants to complete the team:

Mechanical, Plumbing Electrical Engineering	Baird, Hampton & Brown, Inc. Fort Worth, TX (817) 338-1277
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Structural Engineering

LaLonde Engineering
Fort Worth, TX
(817) 307-8266

SCHEDULE

It is anticipated that the schedule for the project would be approximately as outlined below but is subject to many variables.

Schematic Design	1 month
Design Development	2 months
Construction Documents	2 Months
Bidding Phase	2 Months
Construction Phase	9 Months

FORMAL AGREEMENT

This proposal is based on the formal agreement being the AIA's Standard Form of Agreement between Owner and Consultant C103-2015. This proposal will become an attachment to the Agreement.

As a point of clarification, this project, due to its size, is exempt from being regulated by the State of Mississippi Architectural Laws and Rules. Therefore, the Construction Documents do not have to be sealed by a State of Mississippi registered Architect. Shelter Planners of America will provide the services of this proposal as an Animal Shelter Consultant and not as an Architect. The Owner specifically acknowledges such and will refer to Shelter Planners of America as a "Consultant" in all correspondence.

Once again, SPA is pleased to provide this proposal for your consideration. Please contact us if you have any questions. Let us know when you are ready and we can prepare the formal agreement for signature.

Sincerely,



Michael Barnard
President
Shelter Planners of America

1086.01 SPA proposal 3-3-2020 (Revised)

