

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

**MINUTES OF REGULAR MEETING HELD ON
TUESDAY, AUGUST 4TH, 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 6:30 o'clock p.m. on Tuesday, August 4th, 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; Heather Williams, Human Resources Coordinator; Charles A. Bingham, Chief of Police; Greg Jackson, Fire Inspector; Lisa Miller, Railroad Museum Director, Kenneth Taylor, Community Development Director; Ray Bell, Public Works Director; Jason Woods, Parks and Recreation Director; Keith Christopher, Inframark; Josh Eley, Eley Barkley Engineer; Clint Johnson, Airport; Jamie Gregory-Grant, Animal Shelter Director. The meeting was duly opened, and, upon due proclamation first made, the following proceedings were held, to-wit:

ORDERED this August 4, 2020.

VISITORS

Bob Wilbanks and Kappi Allen of the Lyric Hotel appeared before the Board to ask about the possibility of purchasing the Mobile Stage from the City. Such matter was later discussed in Executive Session.

Judson Thigpen, Executive Director of the Cleveland-Bolivar County Chamber of Commerce, appeared before the Board to discuss the postponement of OctoberFest.

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 Code Enforcement reported to this Board the uncleanliness of the premises hereinafter described and belonging to the owner or owners as hereinafter set forth, and this Board set hearings to be held upon said uncleanliness at 6:30 o'clock p.m. on August 4th, 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 Abraham, second by Alderman Smith, 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 803 Ninth Avenue, 519 Ferguson Avenue, 1607 College Street, 1213 Waverly Street, 513 N. Davis

Avenue, 101 S. Third Avenue Suite F and 800 N. Davis Avenue who cured the nuisance prior to the hearing.

Public Hearing for Properties Under MCA 21-19-11
August 4, 2020

Site Address	Parcel #	Legal	Owner Name	Owner Address	Owner City	Complaint	Status
1207 Highway 8 W	33-17-900-00-02400	Lot in SE 1/4 of SW 1/4 S of Hwy 8 S17 T22 R5 Cleveland Not Platted	Joel Trusts Partnership	P O Box 964	Cleveland, MS 38732	Overgrown grass	Some Progress
1300 W. Sunflower Road	33-17-900-00-02302	Pt in SW 1/4 of SW 1/4 S of Hwy 8 S17 T22 R5 Cleveland Not Platted	Joel Trusts Partnership	P O Box 964	Cleveland, MS 38732	Overgrown grass	Some Progress
803 Ninth Avenue	33-20-570-00-00300	Lot 3 Ridge Acres Less N 65 Ft OG E 5 Ft	Gary David & Teresa K. Callow	1099 McWimus Road	Merigold, MS 38759	Overgrown grass	Owner cut/Remove from P.N.
1414 College Street	33-20-050-00-02600	Pt of Commercial Property in Belle Maison 2nd Addition	David Mullen Dance LLC	1414 College Street	Cleveland, MS 38732	Overgrown grass	No Progress
519 Ferguson Avenue	33-16-080-00-02201	N 50 Ft of E 1/2 of Lot 22 Carpenter & Walker 2nd Subdivision	Marilyn W. Friday & Vera W. Thomas	1408 N. 10th Street	Killen, TX 76541	Overgrown grass & limbs	Owner cut/Remove from P.N.
1511 Arnold Street	33-28-270-00-02900	Lot 29 of Subdivision of Lot 97 Fairlawn 2nd Subdivision	Essie Bates	7 John Street	Roosevelt, NY 11575	Overgrown grass	Some Progress
1607 College Street	33-19-345-00-01500	Lot 15 Manor Heights Addition	Debra S. Joel	1021 Rosemary Road	Cleveland, MS 38732	Overgrown grass & limbs	Owner cut/Remove from P.N.
510 S. Bayou Avenue	33-21-750-00-01600	Lot 16 Wade Addition	Jimmy Jordan	603 S. Leflore Avenue	Cleveland, MS 38732	Remove cut down tree in side yard, grass, & junk	No Progress

1213 Waverly Street	33-29-277-00-01100	Lot 11 Fifth Avenue Addition	Barry T Bays III	1213 Waverly Avenue	Cleveland, MS 38732	Remove cut down trees in rear yard & overgrowth	No Progress
513 N. Davis Avenue	33-16-830-00-01102	Lot in SW 1/4 of SE 1/4 Wilson Brothers Addition	Sailorman Inc. c/o Sovereign Income Holding LLC	Carrols Leasing #30122 P O Box 6969	Syracuse, NY 13217	Overgrown grass	Owner cut/Remove from P.N.
215 Ronaldman Road	33-18-900-00-02800	Lot in NE 1/4 of SE 1/4 Less N 100 Ft S18 T22 R5 Cleveland Not Platted	Gladys Cobb	215 Ronaldman Road	Cleveland, MS 38732	Debris in yard & overgrown grass	Some Progress
101 S. Third Avenue Ste F	33-20-136-00-00600	Lot 6 Usery Condos	Edward Lee Logeston & Kimberly Crews	228 Pointe Drive	Starkville, MS 39759	Overgrown grass	Owner cut/Remove from P.N.
811 Harvard Street	33-20-580-00-04200	Lot 42 & W 40' of Lot 41 Robinson's Addition	Dinesh Chawla	523 Frederick Drive	Cleveland, MS 38732	Overgrown grass, limbs, & junk	No Progress
800 N. Davis Avenue	33-16-900-00-00401	Lot in NE 1/4 Lying E of Hwy 61 S16 T22 R5	Miketoo	1309 Briarsville Road	Madison, TN 37115	Overgrowth	No Progress
901 Oak Street	33-20-135-18-00100	N 60 of Lot 1 Blk 18 College Heights Addition	Joel Trusts Partnership	P. O. Box 964	Cleveland, MS 38732	Structure needs repairs, overgrown grass	Some Progress
124 Turntable Place	33-28-721-00-01500	Lot 15 Turntable Estates Phase 2 A-96	Bolivar Estates	PO Box 550	Oxford, MS 38655	Burned structure	No Progress



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 215 N. Bayou Rd.
Cleveland, MS 38732
Phone: 662-843-4601 • Fax: 662-846-5701

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

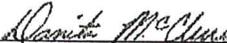
Date: July 08, 2020
To: Joel Trusts Partnership
P O Box 964
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 1207 Highway 8 W

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 1207 Highway 8 W. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on August 4, 2020 at 6:30 p.m. in the Board Room at City Hall.

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

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


Code Official



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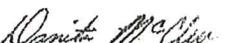
Date: July 08, 2020
To: Joel Trusts Partnership
P O Box 964
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 1300 W. Sunflower Road

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 1300 W. Sunflower Road. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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Date: July 08, 2020
To: Gary David & Teresa K. Callow
1099 McWimus Road
Merigold, MS 38759
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 803 Ninth Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 803 Ninth Avenue. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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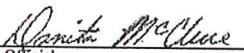
Date: July 08, 2020
To: David Mullen Dance LLC
1414 College Street
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 1414 College Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 1414 College Street. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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

Date: July 08, 2020

To: Marilyn W. Friday & Vera W. Thomas
1408 N. 10th Street
Killen, TX 76541

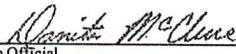
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 519 Ferguson Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 519 Ferguson Avenue. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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Date: July 08, 2020

To: Essie Bates
7 John Street
Roosevelt, NY 11575

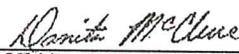
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 1511 Arnold Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 1511 Arnold Street. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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**NOTICE OF ENTRY OF PROPERTY FOR CLEANING UNDER
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Date: July 08, 2020
To: Debra S. Joel
1021 Rosemary Road
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 1607 College Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 1607 College Street. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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Date: July 08, 2020
To: Jimmy Jordan
603 S. Leflore Avenue
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 510 S. Bayou Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 510 S. 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 by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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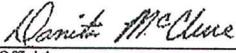
Date: July 08, 2020
To: Barry T Bays III
1213 Waverly Avenue
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 1213 Waverly Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 1213 Waverly Street. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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Date: July 08, 2020
To: Sailorman Inc. c/o Sovereign Income Holding LLC
Carrols Leasing #30122 P O Box 6969
Syracuse, NY 13217
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 513 N. Davis Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 513 N. Davis Avenue. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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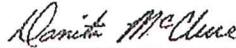
Date: July 08, 2020
To: Gladys Cobb
215 Ronaldman Road
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 215 Ronaldman Road

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 215 Ronaldman Road. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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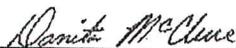
Date: July 08, 2020
To: Edward Lee Logeston & Kimberly Crews
228 Pointe Drive
Starkville, MS 39759
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 101 S. Third Avenue Ste F

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 101 S. Third Avenue Ste F. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on August 4, 2020 at 6:30 p.m. in the Board Room at City Hall.

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

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


Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 215 N. Bayou Rd.
Cleveland, MS 38732
Phone: 662-843-4601 • Fax: 662-846-5701

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

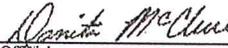
Date: July 08, 2020
To: Dinesh Chawla
523 Frederick Drive
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 811 Harvard Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 811 Harvard Street. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on August 4, 2020 at 6:30 p.m. in the Board Room at City Hall.

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

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Code Official



DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 1439 • 215 N. Bayou Rd.
Cleveland, MS 38732
Phone: 662-843-4601 • Fax: 662-846-5701

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

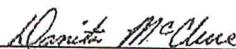
Date: July 08, 2020
To: Miketoo
1309 Briarsville Road
Madison, TN 37115
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 800 N. Davis Avenue

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 800 N. Davis Avenue. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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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.

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Code Official



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

Date: July 08, 2020
To: Joel Trusts Partnership
P. O. Box 964
Cleveland, MS 38732
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 901 Oak Street

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 901 Oak Street. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

You have an opportunity to appear before the Mayor and Board of Aldermen to contest this allegation regarding the subject property. A hearing will be held on August 4, 2020 at 6:30 p.m. in the Board Room at City Hall.

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

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Code Official



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

Date: July 08, 2020
To: Bolivar Estates
PO Box 550
Oxford, MS 38655
Re: Public Nuisance Hearing pursuant to Mississippi Code Annotated §21-19-11
Site: 124 Turntable Place

The Board of Aldermen of the City of Cleveland has authorized this notice to be sent to you regarding 124 Turntable Place. This property is alleged to be in need of cleaning pursuant to Mississippi Code Annotated §21-19-11. This statute allows a municipality to clean any property in its city limits which is found to be a menace to the public health, safety and welfare of the community. If the property is found to be such a nuisance, the city may enter the property and clean the property by removing any dilapidated buildings, rubbish, cutting weeds and grass, removing fences, outside toilets, and personal property.

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

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

Code Official

ORDERED this August 4, 2020.

ON-CALL ENGINEERING UPDATE

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

ORDER TO AWARD LOWEST AND BEST BID FOR THE FIREMAN'S PARK BATHROOM RENOVATION PROJECT

After discussion, upon Motion by Alderman Janoush, second by Alderman Abraham, and unanimously adopted, it is ordered to award the lowest and best bid for the Fireman's Park Bathroom Renovation Project to Cleveland Lumber and Supply Co. which provided the lowest and best bid totaling \$20,750. Roy Collins Construction Co. Inc. provided a bid totaling \$31,000.

ORDERED this August 4, 2020.

ORDER TO APPROVE CONTRACTOR PAY REQUESTS FOR LISTED PROJECTS

After discussion, upon Motion by Alderman Janoush, second by Alderman Abraham, and unanimously adopted, it is ordered to approve the contractor pay requests as listed.

Highway 8 & 61 Lighting Project – Pay Request #4

**CONTRACTOR'S APPLICATION CERTIFICATE FOR PAYMENT
HIGHWAY 8 61 LIGHTING PROJECT**

Project No.: STP-0090-00(008)LPA/ 107374701 Contractor: Robinson Electric Co. Site: Highway 8 & 61 Lighting Project Address: Cleveland MS 38732 County: Bolivar				Pay Estimate #: 4 Period From: 6/28/20			To: 7/26/20 Work Started: 3/30/20		Original Contract Amount \$1,144,090.75 Current Contract Amount: \$1,548,295.35 Contract % Completed: 34%		
				Current Working Days: Total Days to Date: 51 % Time Consumed: 23%			Previous Days: 51 Time Limit: 225 Days Left: 174				
Item No.	Spec. Item	Item Description	Unit	Plans Quantities	Current	Previous	Total	Unit Price	Total Amount	% Total	
BASE BID											
10	202-A001	Removal of Obstructions	LS	1.00	-	0.90	0.90	\$ 15,000.00	\$ 13,500.00	90%	
20	202-B081	Removal of Concrete Sidewalks & Driveways, All Depths	SY	85.68	16.68	28.93	45.61	\$ 25.00	\$ 1,140.25	53%	
30	202-B088	Removal of Curb & Gutter, All Types	LF	36.00	-	-	-	\$ 10.00	\$ -	0%	
40	213-C001	Superphosphate	TN	1.00	-	-	-	\$ 1,850.00	\$ -	0%	
50	225-A001	Grassing	AC	1.00	-	-	-	\$ 1,850.00	\$ -	0%	
60	225-B001	Agricultural Limestone	TN	1.00	-	-	-	\$ 350.00	\$ -	0%	
70	225-C001	Mulch, Vegetative Mulch	TN	1.00	-	-	-	\$ 2,000.00	\$ -	0%	
80	226-A001	Temporary Grassing	AC	1.00	-	-	-	\$ 1,850.00	\$ -	0%	
90	503-C010	Saw Cut, Full Depth	LF	531.60	120.00	195.00	315.00	\$ 20.00	\$ 6,300.00	59%	
100	608-B001	Concrete Sidewalk, With Reinforcement	SY	85.68	23.03	2.78	25.81	\$ 75.00	\$ 1,935.75	30%	
110	609-D013	Combination Concrete Curb and Gutter Type 3B	LF	61.00	-	-	-	\$ 85.00	\$ -	0%	
120	618-A001	Maintenance of Traffic	LS	1.00	-	0.38	0.3811	\$ 50,000.00	\$ 19,055.00	38%	
130	618-A002	Maintenance of Traffic - SA#1	LS	0.35	0.33	-	0.3324	\$ 17,500.00	\$ 5,817.00	95%	
140	618-B001	Additional Construction Signs	LS	1.00	-	-	-	\$ 10.00	\$ -	0%	
150	620-A001	Mobilization	LS	1.00	-	0.90	0.9000	\$ 20,000.00	\$ 18,000.00	90%	
160	620-A002	Mobilization - SA#1	LS	0.35	0.90	-	0.9000	\$ 7,000.00	\$ 6,300.00	257%	
170	682-B011	Underground Branch Circuit, AWG 10, 5 Conductors, 1-1/4" Conduit	LF	19,007.00	2,281.00	4,912.00	7,193.00	\$ 15.25	\$ 109,693.25	38%	
180	682-B025	Underground Branch Circuit, AWG 4, 3 Conductors, 1-1/4" Conduit	LF	695.00	155.00	153.00	308.00	\$ 40.00	\$ 12,320.00	44%	
190	682-F001	Electrical Service Assembly, Complete	EA	18.00	2.00	8.00	10.00	\$ 5,500.00	\$ 55,000.00	56%	
200	907-683-PP001	Lighting Assembly, Per Plans	EA	197.00	-	50.00	50.00	\$ 4,090.00	\$ 204,500.00	25%	
210	684-A003	Pole Foundations, 24" Diameter	CY	114.85	9.89	38.41	48.31	\$ 1,600.00	\$ 77,289.60	42%	
								Total Earned	\$ 530,850.85	34%	
								Previous Payments	\$ 446,373.95		
								Amt. due this Est.	\$ 84,476.90		

I hereby certify that the quantities and amounts herein shown were compiled by me, and are correct to the best of my knowledge and belief, and that the work has been performed and materials used in accordance with the plans and specifications heretofore approved for this project.

Robinson Electric Co. - Contractor _____ Date _____
 Eley Barkley - LPA Engineer _____ Date _____
 City of Cleveland - LPA Official _____ Date _____

Fayette Davis Storm Water Lift Station – Pay Request #2

Name and Location of Project:
Fayette-Davis Avenue Storm Water Pumping Station Improvement Project
HMGP Project No. 4295-0007

Name and Address of Subcontractor:
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Periodic Estimate No. 2
Period 7/1/2020 - 7/31/2020

Item No.	Description of Item	Contract Quantity	Unit	Cost Per Unit	Total Cost of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Cost of Uncompleted Work	
												Uncompleted	% Comp.
1	Maintenance of Traffic	1	LS	\$21,072.00	\$21,072.00	0.15	0.10	0.25	3,160.80	2,107.20	\$5,268.00	\$15,004.00	25%
2	Demolition	1	LS	\$21,013.00	\$21,013.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$21,013.00	0%
3	Concrete Pumping Station Complete	1	LS	\$628,000.00	\$628,000.00	0.08	0.17	0.25	50,240.00	106,760.00	\$157,000.00	\$471,000.00	25%
4	Electrical Work	1	LS	\$60,865.00	\$60,865.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$60,865.00	0%
5	Earthwork	1	LS	\$207,743.00	\$207,743.00	0.08	0.25	0.33	16,619.44	51,935.75	\$68,555.19	\$139,187.81	33%
6	Erosion and Sedimentation Controls	1	LS	\$3,360.00	\$3,360.00	0.25	0.10	0.35	\$40.00	336.00	\$1,176.00	\$2,184.00	35%
7	Storm Water Pumping Equipment	1	LS	\$637,000.00	\$637,000.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$637,000.00	0%
Total Original Contract											\$1,579,053.00		
Total Current Contract											\$1,579,053.00		
									\$70,860.24	\$161,138.95	\$231,999.19	\$1,347,053.81	14.69%
									\$70,860.24	\$161,138.95	\$231,999.19	\$1,347,053.81	14.69%

Fire Station Project – Pay Request #4

Application and Certificate for Payment

To Owner: CITY OF CLEVELAND
 100 NORTH STREET
 CLEVELAND, MS 38732

Project: CLEVELAND FIRE STATION #1

Application No: 4
Period To: 7/22/2020
Contract For:

From Contractor: MIKE ROZIER CONSTRUCTION CO
 INC.
 PO BOX 230
 CARROLLTON, MS 38917

Via Architect:

Contract Date:
Project Nos: 2002

CONTRACTOR'S APPLICATION FOR PAYMENT

- 1) Original Contract Sum.....1,287,766.00
- 2) Net change by Change Orders.....0.00
- 3) Contract Sum to Date1,287,766.00
- 4) Completed and Stored to Date.....434,645.25
- 5) Retainage:
 - a. Completed Work21,732.27
 - b. Stored Material.....0.00
 - Total Retainage.....21,732.27
- 6) Total Earned less Retainage412,912.98
- 7) Less Previous Certificates for Payment.....393,738.18
- 8) Current Payment Due19,174.80
- 9) Balance to Finish, including Retainage874,853.02

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	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 payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: Heather Tucker Jordan Date: _____
 State of: Mississippi
 County of: Carroll

Subscribed and sworn to before me this 22 day of July, 2020
 Notary Public: Heather Tucker Jordan
 My Commission expires: May 31, 2022



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising this 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.

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

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

Water Meter Replacement (Contract I) – Pay Request #2



CENTRAL PIPE SUPPLY - JACKSON
 101 WARE ROAD
 PEARL, MS 39208
 601-939-3322
 Fax 601-932-8944

BILL TO:

CITY OF CLEVELAND
 P O BOX 1439
 PUBLIC WORKS DEPARTMENT
 CLEVELAND, MS 38732-1439

SHIP TO:

CITY OF CLEVELAND
 1098 OLD HIGHWAY 61
 C/O PUBLIC WORKS DEPT
 CLEVELAND, MS 38732

INVOICE	
INVOICE DATE	INVOICE NUMBER
07/20/2020	S100218243.009
REMIT TO: CENTRAL PIPE SUPPLY - JACKSON PO BOX 5470 PEARL, MS 39288-5470	PAGE NO. 1 of 1

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
5879	PROJECT # CC26-01	AMR PROJECT	BRIAN CHAPMAN		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
BRIAN CHAPMAN		DIRECT	NET 30 DAYS	07/20/2020	05/22/2020
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
3771ea	900ea	5/8" X 3/4" M25 BADGER METER, BRONZE BOTTOM W/ HRE & ME ORION PIT ENDPOINT, INTEGRAL, 3' LEAD, USG, TORX SEAL SCREW **SPECIAL ORDER - NON RETURNABLE** Pn: 37416	215.000/ea	193500.00	
Invoice is due by 08/19/2020 Past Due invoices may be subject to 1.50% late charge.			Subtotal	193500.00	
			S&H Charges	0.00	
			Tax	0.00	
			Payments	0.00	
			Amount Due	193500.00	



CENTRAL PIPE SUPPLY - JACKSON
 101 WARE ROAD
 PEARL, MS 39208
 601-939-3322
 Fax 601-932-8944

Invoice

INVOICE DATE	INVOICE NUMBER
07/20/2020	S100218243.011
REMIT TO: CENTRAL PIPE SUPPLY - JACKSON PO BOX 5470 PEARL, MS 39288-5470	PAGE NO. 1 of 1

BILL TO:

SHIP TO:

CITY OF CLEVELAND
 P O BOX 1439
 PUBLIC WORKS DEPARTMENT
 CLEVELAND, MS 38732-1439

CITY OF CLEVELAND
 1098 OLD HIGHWAY 61
 C/O PUBLIC WORKS DEPT
 CLEVELAND, MS 38732

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
5879	PROJECT # CC26-01	AMR PROJECT	BRIAN CHAPMAN	
WRITER		SHIP VIA	TERMS	SHIP DATE
BRIAN CHAPMAN		DIRECT	NET 30 DAYS	07/20/2020
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
40ea	40ea	1" M70 BADGER METER, BRZ BTM, HR-E ENCODER & ORION ME INTEGRAL ENDPOINT, 3' LEAD, USG, TORX SEAL SCREW **SPECIAL ORDER - NON RETURNABLE** Pn: 50441	345.000/ea	13800.00

Invoice is due by 08/19/2020

Past Due invoices may be subject to 1.50% late charge.

Subtotal	13800.00
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	13800.00

Water Meter Replacement (Contract II) – Pay Request #3

PERIODIC ESTIMATE FOR PARTIAL PAYMENT		HCC Project # H20023	Purchase Order #
Name of Project: 2020 City-Wide Water Meter Replacement Project Contract Two - New AMR Water Meters Installation Only Project No. CC26-02		Periodic Estimate No. 3	
Location of Project: City of Cleveland, Mississippi		Period 06/26/2020 - 07/25/2020	
Name and Address of Owner: City of Cleveland, Mississippi C/O Eley- Barkley, P.A. 306 Third Street Cleveland, MS 38732 Attn: Josh McPherson		Name and Address of Contractor: Hemphill Construction Company, Inc. P.O. Drawer 879 Florence, MS 39073	

Schedule of Contract Change Orders

(List every change order issued to date of this request even if no work has been done under one or more such orders.)

Contract Change Order No. (1)	Date (2)	Description (3)	Additions to Contract Price as Shown on Change Order (4)	Deductions from Contract Price as Shown on Change Order (5)
Totals			\$0.00	\$0.00

Analysis of Adjusted Contract Amount

(a)	Original Contract Amount	\$461,380.00
(b)	Plus: Additions Scheduled in Column 4 Above	\$0.00
(c)	Less: Deductions Scheduled in Column 5 Above	\$0.00
(d)	Adjusted Contract Amount to Date	\$461,380.00

Analysis of Work Performed to Date

(a)	Cost of Original Contract Work Performed to Date	\$104,401.00
(b)	Extra Work Performed to Date by Change Order	\$0.00
(c)	Total Cost of Work Performed to Date	\$104,401.00
(d)	Add: Materials Stored at Close of Period	\$0.00
(e)	Subtotal of (c) and (d)	\$104,401.00
(f)	Less: Retainage (5%)	\$0.00
(g)	Subtotal of (e) and (f)	\$104,401.00
(h)	Less: Amount of Previous Estimates	\$68,946.00
(i)	Amount Due This Estimate	\$35,455.00

Note: Actual 5% retainage is \$5,220.05. A CD has been placed in lieu of retainage in the amount of \$11,600.00.

Certificate of Contractor	Recommendation of Engineer / Owner
<p>According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.</p> <p align="center">HEMPHILL CONSTRUCTION COMPANY, INC. (Contractor)</p> <p>By: <u>Benny T. Keith</u> Title: <u>Project Manager</u> Date: <u>7/27/2020</u></p>	<p>This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.</p> <p align="center">ELEY-BARKLEY, P.A. (Engineer)</p> <p>By: _____ Recommended Amount: _____ Date: _____</p> <p align="center">CITY OF CLEVELAND, MISSISSIPPI (Owner)</p> <p>By: _____ Recommended Amount: _____ Date: _____</p>

Shelby Storm and Sewer Drainage Project – Final Pay Request

AVIS CONSTRUCTION, INC.
 P.O. BOX 1260
 GREENVILLE, MS 38702

Invoice

Date	Invoice #
7/11/2020	2858

Bill To
CITY OF CLEVELAND CLEVELAND, MS.

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	SHELBY STREET SEWER AND STORM DRAIN POINT REPAIR -REPAIRED 10FT OF 8IN GRAVITY SEWER MAIN -REPAIRED 9FT OF 15IN STORM DRAIN	5,150.00	5,150.00
Total			\$5,150.00

Park Bollard Project – Pay Requests #4

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

INVOICE

BILL TO
 City of Cleveland
 Amzie Moore

INVOICE # 1443
DATE 07/28/2020
DUE DATE 07/28/2020
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Pay Request Amzie Moore Bollards	133	78.18	10,397.94

Thanks for your business.

BALANCE DUE

\$10,397.94

Feduccia Park (Contract 1) – Pay Request #2

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO (OWNER): City of Cleveland PROJECT: Feduccia Park Improvement Project Contract # One APPLICATION NO: 2 Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): Joe Reed + Co. Inc. VIA (ARCHITECT): Eley-Barkley, PA PERIOD TO: July 30, 2020 ARCHITECT'S PROJECT NO:

CONTRACT FOR: Feduccia Park Sitework CONTRACT DATE: 4-17-20

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

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

CONTRACTOR:
 By: [Signature] Date: 7-30-20

Application is made for Payment, as shown below, in connection with the Contract. Confirmation Sheet, AIA Document G701, is attached.

1. ORIGINAL CONTRACT SUM	\$ 406,575.00
2. Net change by Change Orders	\$ 0
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 406,575.00
4. TOTAL COMPLETED & STORED TO DATE (Column C on G703)	\$ 136,004.00
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$ 6,800.00
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 6,800.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 129,204.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 68,965.44
8. CURRENT PAYMENT DUE	\$ 60,238.56
9. BALANCE TO BE PAID PLUS RETAINAGE (Line 7 less Line 8)	\$ 277,371.00

State of: MS County of: Bolivar
 Notary Public: [Signature] My Commission expires: May 30, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

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.

AMOUNT CERTIFIED: \$ _____
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT: _____ Date: _____

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1995 EDITION • AIA® • © 1991 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006 G702-1983

ORDERED this August 4, 2020.

ORDER TO APPROVE CONSENT AGENDA ITEMS

After discussion, upon Motion by Alderman Janoush, second by Alderman Smith, 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 (July 7th, July 21st, July 28th)
 - b. Approval of July Claims Docket
 - c. Request to send notices for properties in violation of MCA 21-19-11
 - d. Request to tow nuisance vehicles
 - e. Approval of grass cutting assessments
 - f. Request to close Court Street in front of Delta Arts Alliance for Empty Bowls Fundraiser Event – October 30th, 2020 – 10:00 AM – 1:30 PM

ORDERED this August 4, 2020.

ORDER TO APPROVE AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO TELEPAK NETWORKS, INC. TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF CLEVELAND, MISSISSIPPI

After discussion, upon Motion by Alderman Povall, second by Alderman Gainspoletti, and unanimously adopted, it is ordered to approve an Ordinance granting a Non-exclusive franchise to Telepak networks, Inc. dba C Spire Fiber to lay, construct, maintain, replace, repair, and operate fiber optic cable and appurtenant telecommunications facilities in, under, over, and across and along all streets, avenues, alleys, highways, roads, bridges, viaducts and public places in the City of Cleveland, Mississippi as detailed per EXHIBIT B.

ORDERED this August 4, 2020.

ORDER TO APPROVE B&P AIR MEMORANDUM OF UNDERSTANDING

After discussion, upon Motion by Alderman Smith, second by Alderman Janoush, and unanimously adopted with the exception of Alderman Povall who recused himself from the discussion, it is ordered to approve a memorandum of understanding with B&P Air, LLC, therefore supplemental to the lease agreement approved July 7th, 2020, as detailed per EXHIBIT C.

ORDERED this August 4, 2020.

ORDER TO ACCEPT DONATION TO RAILROAD MUSEUM

After discussion, upon Motion by Alderman Janoush, second by Alderman Gainspoletti, and unanimously adopted, it is ordered to accept the donation of a model train layout, featuring O-gauge model train engines and train cars, from David Copenhaver of Tupelo, MS to the Martin and Sue King Railroad Museum.

ORDERED this August 4, 2020.

ORDER TO TABLE DISCUSSION REGARDING THE INSTALLATION OF POLE MOUNTED SECURITY CAMERAS UNTIL THE FYE 2021 BUDGET SESSION

After discussion, upon Motion by Alderman Janoush, second by Alderman Povall, and unanimously adopted, it is ordered to table the discussion of the installation of pole mounted security cameras until the FYE 2021 budget sessions scheduled for August 11th – August 13th, 2020.

ORDERED this August 4, 2020.

ORDER TO APPROVE AMENDMENT TO THE INFRAMARK, LLC. MANAGEMENT AGREEMENT

After discussion, upon Motion by Alderman Janoush, second by Alderman Smith, and unanimously adopted, it is ordered approve an amendment to the Inframark, LLC. Agreement as detailed below.

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**THIRD AMENDMENT TO THE MANAGEMENT AGREEMENT
BETWEEN INFRAMARK, LLC AND
THE CITY OF CLEVELAND, MISSISSIPPI**

THIS AMENDMENT is entered into and executed on the date hereinafter set forth by and between the City of Cleveland, Mississippi (hereinafter referred to as the "OWNER") and Inframark, LLC for the purpose of extending the term and adjusting the compensation as hereinafter set forth:

WITNESSETH THAT:

WHEREAS, on October 1, 2003, the OWNER and Severn Trent Environmental Services, Inc. ("STES") entered into a Management Agreement for the operation and maintenance of the OWNER's wastewater system ("Original Agreement"); and

WHEREAS, in June of 2017, STES changed its structure to Severn Trent Environmental Services, LLC and then changed its name to Inframark, LLC ("Inframark"), which assumed all rights and obligations of STES and Severn Trent Environmental Services, LLC on December 1, 2017; and

WHEREAS, on September 20, 2018, the parties entered into a First Amendment to the Original Agreement (hereinafter referred to as the "First Amendment") to extend the term and adjust the compensation provisions; and

WHEREAS, on February 6, 2019, the parties entered into a Second Amendment to the Original Agreement (hereinafter referred to as the "Second Amendment")(the Original Agreement as amended by the First Amendment and Second Amendment is hereafter collectively referred to as the "Agreement") to add services and adjust the compensation; and

WHEREAS, the Parties desire to execute this Third Amendment to extend the term of the Agreement and adjust the compensation.

1. The term of the Agreement as set forth in Section 2.01, which was renewed for an additional five (5) years until midnight of September 30, 2023 in the First Amendment, is hereby extend until midnight of September 30, 2028.
2. Upon receipt of a Mahindra 9110 tractor (the "Tractor"), Inframark shall lease the Tractor to OWNER for \$1,478.30 per month for sixty (60) months. Said lease shall start on date the Tractor is delivered to the OWNER by Inframark as confirmed by the delivery document from the seller (the "Tractor Lease Start Date") and shall end sixty (60) months from the Tractor Lease Start Date (the "Lease Period"). On the date the Lease Period ends, OWNER shall purchase the Tractor for \$1.00 and Inframark shall transfer all interest, ownership, and title of the Tractor to OWNER. OWNER shall pay Inframark \$1,478.30 per month on each monthly anniversary of the Tractor Lease Start Date, in advance, for lease of the Tractor for that month-long period.
3. During the Lease Period, OWNER shall maintain all insurance for the Tractor, be responsible for all maintenance as required by the manufacturer for the Tractor, and be responsible for all other costs associated with the use and operation of the Tractor.
4. Inframark makes no warranties and/or guarantees for the Tractor and any warranties and/or guarantees for the Tractor shall be limited to those provided by the manufacturers. OWNER shall be responsible for maintaining all manufacturers' warranties and/or guarantees on the Tractor. OWNER's remedies for breach of said warranties or guarantees shall be limited to those provided by the manufacturer of the Tractor and Inframark shall not have liability for such a breach. OWNER shall bring all claims for a breach of the warranties and/or performance guarantees against the manufacturer.
5. In the event of termination of the Agreement, OWNER shall purchase the tractor from Inframark for \$1,478.30 per month remaining in the Lease Period and Inframark shall transfer all interest, ownership, and title of the Tractor to OWNER.
6. On the Effective Date of this Third Amendment, the Annual Compensation, as set forth in Section 3.01 of the Agreement and that includes the Annual Repair, Maintenance, and Chemical Cap, as adjusted in accordance with Section 3.06 and revised by the Second Amendment, shall be \$1,057,783.80, which is payable in equal monthly installments of \$88,148.65. This Annual Compensation shall hereafter be increased as set forth in Section 3.06 the Agreement; provided however, the next adjustment to the Annual Compensation shall take place on October 1, 2021.
7. The Annual Repair, Maintenance, and Chemical Cap, as set forth in Section 3.02 of the Agreement and included in the Annual Compensation, for the Agreement Year beginning on October 1, 2020 and ending on midnight of September 30, 2021 shall be decreased from \$91,570.80 to \$69,570.80.
8. Section 3.06 of the Agreement, as amended in the First Amendment, shall be replaced in its entirety with the following:

On October 1st of each year, the increase to the Annual Compensation will be calculated using the Consumer Price Index for all Urban Consumers – Water and Sewerage Maintenance (CPI-U) for the U.S. City Average, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics, or any replacement to that index from time to time ("Price Index"). The following formula will be used to determine the increase in Base Fee on October 1st of each agreement year:

$$AAF = AF0 \times [P1 / P0]$$

where:

AAF = Annual Adjusted Fee (new Annual Compensation) for the upcoming agreement year

AF0 = Annual Fee (Annual Compensation) for the agreement year just ended

P1 = Price Index in effect as of October 1st of the current agreement year

P0 = Price Index in effect as of October 1st of the prior agreement year

In no event will the Base Fee be reduced.

9. All other terms and provisions of the Agreement remain in full force and effect to the extent that they do not conflict with this Third Amendment. In the event of any conflict between the provisions of this Third Amendment and the provisions of the Agreement, the provisions in this Third Amendment will control.
10. The Third Amendment is binding upon the parties hereto and their respective legal representatives, successors, and assigns.

WHEREAS, this Third Amendment is effective upon execution by both parties.

IN WITNESS WHEREOF the parties have made and duly executed this Third Amendment this the 5 day of August, 2020.

The City of Cleveland, Mississippi

By: Billy Nowell
Name: Billy Nowell
Title: Mayor

Inframark, LLC

By: Larry Malcom
Name: Larry Malcom
Title: Vice President, South Region

ORDERED this August 4, 2020.

ORDER TO AWARD THE BEST BID FOR THE MUNICIPAL AIRPORT AIRFIELD PAVEMENT IMPROVEMENT PROJECT

After discussion, upon Motion by Alderman Povall, second by Alderman Abraham, and unanimously adopted, it is ordered to award the best bid for the Municipal Airport Airfield Pavement Improvement Project to Metro Construction Services, LLC which provided the best bid totaling \$350,275. Axtell's, Inc. provided the lowest bid totaling \$343,127.75, however the City's consulting engineer from Barge Design Solutions observed discrepancies within their submitted bid packet, therefore resulting in disqualification. Parking Lot Maintenance, LLC, provided a bid totaling \$510,081.25.

ORDERED this August 4, 2020.

ORDER TO AMEND THE BARGE DESIGN SOLUTIONS WORK AUTHORIZATION 20-01

After discussion, upon Motion by Alderman Smith, second by Alderman Gainspoletti, and unanimously adopted, it is ordered to amend the Barge Design Solutions work authorization 20-01 for the Airfield Pavement Improvement project to therefore increase the authorization budget \$5,930.

ORDERED this August 4, 2020.

ORDER TO APPROVE AIRPORT CONTRACTOR PAY REQUESTS AS LISTED

After discussion, upon Motion by Alderman Gainspoletti, second by Alderman Sanders, and unanimously adopted, it is ordered to approve airport projects contractor pay requests as listed.

Approval of Barge Design Solutions – North Ramp Expansion Project Pay Request #18

INVOICE
BARGE
 DESIGN SOLUTIONS

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: 7/13/2020
 Project : 3491910
 Invoice #: 18
 Invoice Grp : **/01
 Project Manager : GREAUD, JOHN E.
 BWSC Invoice No. : 180255/180256



Project Name : CLEVELAND - NORTH RAMP EXP. PH1 & PH2
 For Professional Services Rendered through: 6/26/2020

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	30,869.00	10,955.00	8,673.00	64.00%	19,628.00	11,041.00
7 Resident Project Representation	61,318.00	1,415.59	22,739.07	39.39%	24,154.66	37,163.34
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	4,229.93	12.09%	4,229.93	30,770.07
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	77,114.59	35,642.00	56.46%	112,756.59	86,943.41
Total Fee Earned To Date					112,756.59	
Less Previous Billings					77,114.59	
Amount Due this Invoice					35,642.00	

Approval of Barge Design Solutions – Airfield Pavement Rehabilitation Project
 Pay Request #3 (Invoice: 180257)

INVOICE
BARGE
 DESIGN SOLUTIONS

200 Clinton Avenue, Suite 800 Huntsville AL 35801 (256) 533-1561

City of Cleveland, MS
 PO Box 1439
 Cleveland, MS 38732-1439

Invoice Date : 7/13/2020
 Project : 3491911
 Invoice # : 180257
 Invoice Grp : **
 Project Manager : GREAUD III., JOHN E.

Attn: Clint Johnson

Project Name : Cleveland-Pave/Marking Maintenance
 For Professional Services Rendered through: 6/26/2020

Phase Code / Name	Phase Fee	Previous Amount	Current Amount	%	Total Fee Earned	Amount Remaining
1200 -- Agency Consulting/Review/Approval	1,580.00	0.00	1,580.00	100.00	1,580.00	0.00
6055 -- Airport Planning/Eng Final Design	49,811.00	49,811.00	0.00	100.00	49,811.00	0.00
7000 -- Bidding or Negotiation Services	8,196.00	4,918.00	0.00	60.00	4,918.00	3,278.00
Total Fee:	59,587.00			94.50		
Total Fee Earned To Date					56,309.00	
Less Previous Billings					54,729.00	
Amount Due this Invoice					1,580.00	

ORDERED this August 4, 2020.

EXECUTIVE SESSION

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

ORDERED this August 4, 2020.

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 August 4, 2020.

ORDER TO RECESS

With there being further business of the Board that still needs attention, upon motion duly made by Alderman Povall, second by Alderman Sanders, and unanimously adopted, it is ordered that the Regular Board Meeting of August 4, 2020 be recessed until Tuesday, August 11th at 8:00 AM.

ORDERED this August 4, 2020.

Billy Nowell
BILLY NOWELL, Mayor

Attest:

Dominique Green
DOMINIQUE GREEN, City Clerk

Minutes approved this 1st day of September, 2020.

Billy Nowell
BILLY NOWELL, Mayor

Attest

Dominique Green
DOMINIQUE GREEN, City Clerk

EXHIBIT A

Upon presentation and examination of the minutes of the July 7th regular meeting and the special called meetings on July 21st and July 28th, 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 \$1,887,587.38 and all hereby approved for payment to the fund and claimant in the amount and from the particular fund as set forth in each of said transfers and claims on said docket, and said amount is hereby appropriated for the immediate payment of each and all of said transfers and claims from the respective funds as shown on said docket to be payable as aforesaid. RESOLVED AND ORDERED as a part of the consent agenda.

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

**Request to Send Notice for MCA 21-19-11
August 4, 2020**

Site Address	Parcel #	Legal	Owner Name	Owner Address	Owner City	Complaint
214 N. Victoria Avenue	33-21-820-02-11400	N 1/2 of Lot 114 & All of Lot 115 Blk 2 Williams & Davidson Addition	Sultani Investments LLC	224 Gayle Drive	Clarksdale, MS 38614	Junk & debris
404 College Street	33-21-820-06-08000	Lot 80 Blk 6 Williams & Davidson Addition	Jordan Remodeling LLC	603 S. Leflore Avenue	Cleveland, MS 38732	Overgrown grass
436 N. Davis Avenue	33-16-900-00-10602	Pt in SE 1/4 Lying E of Hwy 61 S16 T22 R5 Cleveland Not Platted	Dennis & Raila Horne c/o Dennis Horne Trustee, Kathy Tian CPA	P O Box 320459	San Francisco, CA 94132	Overgrowth, debris, & junk
1102 Sixth Avenue	33-20-475-00-02600	Lot 26 Nowell's Westside Addition	Julie A. Blalack	1102 Sixth Avenue	Cleveland, MS 38732	Junk & Debris
110 Ruby Street	33-21-240-04-00100		J & O Real Estate Investors	334 Highway 8	Cleveland	Junk, Inoperable vehicles, & trash
801 N. Davis Avenue	33-16-900-00-01300	Lot in NE 1/4 of NE 1/4 West of Hwy 61 S16 T22 R5 Cleveland Not Platted	Wenstar Properties	119 S Main Street Suite 800	Memphis, TN 38103	Overgrown grass
312 Shumate Circle	33-17-375-00-01400	Lot 14 Marva Park Subdivision	E & W Investment Properties LLC	606 Conrad Place	Cleveland, MS 38732	Overgrown grass
705 Cross Street	33-21-900-00-20200	Lot by M&B in SE 1/4 S21 T22 R5 Cleveland Not Platted	Ruthie E. Young	C/O Johnnie Young 5500 W Adams St #2E	Chicago, IL 60644-4002	Overgrown grass
509 S. Bayou Avenue	33-21-750-00-00500	Lot 5 Wade Addition	Phillip Laro ET UX	509 S. Bayou Avenue	Cleveland, MS 38732	Dilapidated structures & overgrowth

204 Roosevelt Street	33-21-900-00-03100	Lot by M & B in SW 1/4 of NE 1/4 Cleveland Not Platted	L Q Thomas	1210 Railton Road	Memphis, TN 38111	Overgrown grass & debris
803 Harvard Street	33-20-580-00-03700	Lots 37,38,39 Less South 75 Robinson's Addition	Lawrence E. & Elizabeth Vaughn	P. O. Box 223	Cleveland, MS 38732	Overgrown grass & broken tree
506 N. Bayou Avenue	33-16-070-00-00302	North 1/2 of Lot 3 Carpenter & Walker Addition	TNT-2 LLC	P.O. Box 116	Merigold, MS 38759	Junk in carport, yard, and inoperable vehicles
901 S. Davis Avenue	33-21-900-00-29900	A Lot in SW 1/4 of SE 1/4 S21 T22 R5 Cleveland Not Platted	Jonathan Kyle, Dennis, & Susan	901 S. Davis Avenue	Cleveland, MS 38732	Overgrown grass
408 E. Sunflower Road	33-21-390-00-00105	Lot 5 & 6 Less E 30' of Lot 5 being the same as Part	Dadlani Rental Properties LLC	509 Frederick Drive	Cleveland, MS 38732	Trash & junk
710 Ruby Street	33-21-420-00-00400	LOT 4 & Lot 5 Except E 20	Dorothy A. Jackson	702 Ruby Street	Cleveland, MS 38732	Overgrown grass
915 Cross Street	33-22-615-00-00800		Shirley & Ajax Morris	P. O. Box 1991	Cleveland	Overgrown grass
117 Washington Street	33-21-635-02-01400	Lots 14 & 15 Blk 2 Scott's Addition	Dianne Forrest Hill	113 Washington Street	Cleveland, MS 38732	Overgrown grass
113 Washington Street	33-21-635-02-01800	Lots 18 & 19 Blk 2 Scott's Addition	Rosetta & Diane Forrest	109 Magnolia Avenue	Cleveland, MS 38732	Overgrown grass
319 Shumate Circle	33-17-375-00-01900	Lot 19 Marva Park Subdivision	Kathleen Armour	20720 US Hwy 64	Somerville, TN 38068	Overgrown grass
318 Shumate Circle	33-17-375-00-02000	Lot 20 Marva Park Subdivision	Barbara J. Hazzard (Life Estate) (REM) Johnny Bret Jordan	7909 Chapelwood Drive	N. Richland Hills, TX 76182	Overgrown grass
314 Shumate Circle	33-17-375-00-01600	Lot 16 Marva Park Subdivision	Edison Investments LLC	396 N. Hideen Valley Rd.	Grenada, MS 38901	Dilapidated porch, debris, & overgrown grass

1110 Lamar Street	33-20-300-00-01700	Lot 17 & S 1/2 of Alley Hilton & Ward's Addition	Cody Wayne Shumaker	1110 Lamar Street	Cleveland, MS 38732	Overgrown grass
501 Yale Street	33-28-900-00-07500	Pt of NW 1/4 of NW 1/4 TR I S28 T22 R5	Cleveland Recreation Association	501 Yale Street	Cleveland, MS 38732	Overgrown grass
620 Pearl Avenue	33-21-240-04-00700	N 1/2 of Lot 7 Blk 4 Edgewood Addition	Elma Frazier	P O Box 481	Cleveland, MS 38732	Dilapidated structures, overgrowth, trash & junk
819-E Shamrock Drive	33-21-640-00-00800	Lots 8 & 9 Shamrock Subdivision	Jackson Rental Properties, Inc.	P. O. Box 90	Boyle, MS 38730	Dilapidated structure, overgrowth & debris
800-D Shamrock Drive	33-21-640-00-01500	Pt of Lot 15 & 16 Shamrock Subdivision	J & J Apartments Inc.	P. O. Box 90	Boyle, MS 38730	Dilapidated structure, overgrowth & debris
800-C Shamrock Drive	33-21-640-00-01700	Pt of Lots 16, 17, & 18 Shamrock Subdivision	Jackson Rental Properties, Inc.	P. O. Box 90	Boyle, MS 38730	Dilapidated structure, overgrowth & debris
800-B Shamrock Drive	33-21-640-00-01800	Pt of Lots 17, 18, & 19 Shamrock Subdivision	Jackson Rental Properties, Inc.	P. O. Box 90	Boyle, MS 38730	Dilapidated structure, overgrowth & debris
800-A Shamrock Drive	33-21-640-00-02000	Pt of Lot 19 & All of Lots 20 & 21 Shamrock Addition	J & J Apartment Inc.	P. O. Box 90	Boyle, MS 38730	Dilapidated structure, overgrowth, & debris

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

**Car Tows
August 4, 2020**

Case Date	Site Address	Complaint	Description
7/27/2020	517 N. Bayou Avenue	Inoperable vehicle, on-jacks & blocks/hazardous	Silver Chevrolet Avalanche Tag# BL1 5256
7/27/2020	532 N. Bayou Avenue	Inoperable vehicle parked in yard	Blue Ford Mustang Tag# BRC 701 Exp.
7/27/2020	502 N. Bayou Avenue	Inoperable vehicle parked in yard	White Chrysler 300 Hemi C Tag# BVE 961 Exp.
7/27/2020	120 Coleman Street Lot 12	Partially dismantled, inoperable vehicle on blocks	Gray Toyota Tercel Tag# BLA 3716
7/27/2020	120 Coleman Street Lot 12	Inoperable vehicle	Green GMC Jimmy SUV No Tag
7/27/2020	120 Coleman Street Lot 8	Inoperable vehicle, flat tire	White Ford Thunderbird Tag# BRN 138
7/27/2020	200 N. First Avenue	Wrecked, partially dismantled vehicle on jack	Gray Dodge Ram SLT truck Tag# BL1 5359
7/27/2020	517 N. Bayou Avenue	Inoperable vehicle parked in yard	Silver Nissan Sentra No Tag
7/22/2020	521 N. Bayou Avenue	Inoperable vehicle parked in yard	White Mercury Cougar Tag # BRE 732
7/21/2020	715 Pearl Avenue	Vehicle blocking sweeping operations, flat tire	Beige Ford Taurus EX Tag # BLB 5331 Exp. 8-20
7/21/2020	805 Pearl Avenue	Inoperable vehicle, on-jacks/hazardous, in driveway	Green Chevrolet Suburban No Tag
7/21/2020	101 N. Jones Avenue	Inoperable vehicle parked in yard	White Buick LeSabre Tag# BRP 051 Exp. 8-16
7/21/2020	203 N. Jones Avenue	Inoperable vehicle, on blocks/hazardous, in street	Orange Pontiac Lemans Tag# BLB 8493
7/21/2020	1418 S. Chrisman Avenue	Wrecked vehicle on property	Gray Infiniti G20 No Tag
7/22/2020	1010 W. Parkway Drive	Wrecked, Inoperable vehicle in yard	Black Chevrolet Impala LT Tag# SFP 282 Exp.. 9-17
7/20/2020	1508 College Street	Inoperable vehicle, on-jack/hazardous parked in yard	White Ford Ranger Truck Tag# WS4 690 Exp. 03/14
7/15/2020	1125 S. Chrisman Avenue	Wrecked, Dismantled vehicle parked on vacant lot	Blue Ford F-150 truck No Tag
7/10/2020	Corner of Mullins & Southland Dr.	Abandoned, Inoperable vehicle parked on vacant lot	White Dodge Stratus Tag # LFJ 7609 Texas
7/9/2020	916 Eighth Avenue	Inoperable vehicle, flat tire, & blocking sweeping operations	Red Ford F-150 XL No Tag- Dismantled

Unanimously adopted as part of the consent agenda, it is ordered to approve the August 2020 grass cutting assessments.

EXHIBIT B



1018 Highland Colony Parkway, Suite 700
Ridgeland, Mississippi 39157
Telephone: 601.355.1522
Facsimile: 601.353.0950

GREGG LOGAN
Vice President - Engineering
Direct Line: 601.487.7111
Wireless: 601.573.1000
Email: glogan@telapexinc.com

August 12, 2020

Certified/Return Receipt Requested

Danny Griffith, City Attorney
City of Cleveland, MS
P.O. Box 1209
Cleveland, MS 38655

RE: C Spire executed Franchise Ordinance

Dear Danny:

Please find enclosed two copies of the Franchise Ordinance that are executed by C Spire. Please enter the Effective Date in two places on page 2 and one place on Page 3 of the document. After filling in the Effective Date please have both copies executed by the City, retaining one copy for their records and returning one copy to me at the above address. Should you have any questions please reach out to me.

It has been our pleasure to work with you on this agreement.

Sincerely,

A handwritten signature in cursive script that reads "Gregg Logan".

Gregg Logan

CC: Katie Wallace

Enclosure: C Spire executed Franchise Ordinance (2 copies)

**AN ORDINANCE OF THE CITY OF CLEVELAND, MISSISSIPPI
GRANTING A NON-EXCLUSIVE FRANCHISE
TO TELEPAK NETWORKS, INC.
TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE
FIBER OPTIC CABLE
AND APPURTENANT TELECOMMUNICATIONS FACILITIES
IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES,
ALLEYS
HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES
IN THE CITY OF CELVELAND, MISSISSIPPI**

WHEREAS, Telepak Networks, Inc. dba C Spire Fiber ("Telepak"), is a Mississippi corporation, incorporated or organized, among other things for the purpose of constructing telephone lines and furnishing intrastate telecommunications services in the State of Mississippi. Telepak obtained a certificate of public convenience and necessity to provide such telecommunications services in Mississippi on October 14, 1999, in Mississippi Public Service Commission Docket No. 99-UA-621; and

WHEREAS, Telepak is in the process of constructing certain telecommunications facilities as authorized by the Mississippi Public Service Commission in Docket No. 99-UA-621. A portion of these facilities will be located within the city limits of Cleveland, Mississippi; and

WHEREAS, Section 77-9-711 of the Mississippi Code of 1972, as amended, grants companies such as Telepak the authority to construct telecommunications facilities along and across public highways and streets, but not in a manner so as to be dangerous to persons or property or to unreasonably interfere with the common use of such highways and streets; and

WHEREAS, Section 77-9-713 of the Mississippi Code of 1972, as amended, authorizes the City of Cleveland, Mississippi the authority to regulate the manner in which such facilities shall be constructed and maintained along and within the rights-of-way of the municipality's streets; and

WHEREAS, the City of Cleveland, Mississippi does hereby find and adjudicate that the incorporated proposal of Telepak for the operation of a telecommunications facility in Cleveland, Mississippi is in the best interest of the citizens of the City of Cleveland, Mississippi and that the following franchise agreement is reasonable and in the best interests of the City of Cleveland, Mississippi. The City of Cleveland, Mississippi is authorized under the provisions of Sections 21-27-1, 21-13-3, and 77-9-713 of the Mississippi Code of 1972, as amended, to grant the franchise and the ordinance should be adopted.

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**THEREFORE BE IT ORDAINED BY THE MAYOR AND ALDERMAN OF THE
CITY OF CLEVELAND, MISSISSIPPI AS FOLLOWS:**

TELECOMMUNICATIONS FRANCHISE AGREEMENT

BETWEEN

THE CITY OF CLEVELAND, MISSISSIPPI

AND

TELEPAK NETWORKS, INC.

August 19th, 2020

The City of Cleveland, Mississippi, a Mississippi municipal corporation ("City"), and Telepak Networks, Inc. dba C Spire Fiber, a Mississippi corporation ("Telepak"), enter into this Telecommunications Franchise Agreement ("Agreement") as of August 19th, 2020 (the "Agreement Date"). City and Telepak are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

UNDERSTANDING

- A. Telepak has applied for a franchise from the City for the purposes of laying, constructing, maintaining, replacing, repairing, and operating a Telecommunications System (as defined herein) which may be used to provide Telecommunications Services (as defined herein), Video Services (as defined herein), and/or Other Services (as defined herein) to customers located in the City as determined by Telepak.
- B. Telepak has provided the Mayor and Board of Alderman with a franchise proposal, which the City, its representatives and Telepak have discussed and adjusted in accordance with the needs and interests of the City and its citizens, taking into account the costs.
- C. The Board of Alderman, after evaluating Telepak's final proposal in the form of this Agreement, and after hearing the comments of interested parties, has determined that Telepak has the financial, legal and technical ability to fulfill the obligations under this Agreement. The City has further determined that it will serve the public interest to grant Telepak a franchise on the terms and conditions of this Agreement.

Based on the above understanding, the Parties enter into this Agreement.

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AGREEMENT

SECTION I-DEFINITIONS

1. Definitions.

For the purpose of this Agreement, the following terms, phrase, words, and abbreviations shall have the following meanings:

"Affiliates" means an entity which, owns or controls, is owned or controlled by, or is under common ownership or control with Telepak.

"Agreement" means this Telecommunications Franchise Agreement, as amended.

"Agreement Date" means August 19, 2020.

"Basic Video Services Tier" means the Video Services tier which includes the retransmission of local television broadcast signals and which is also the tier to which the largest number of Subscribers are currently purchasing.

"Facilities" means all fiber optic wires, poles, wires, telecommunications, amplifiers, electronics, antennas, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services (as defined herein) under this Agreement.

"FCC" means Federal Communications Commission.

"Franchise" means an initial authorization or renewal issued by the City whether such authorization is designed as an agreement, franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes the construction and operation of the Telecommunications System for the purpose of offering Services to Subscribers.

"Gross Revenues" means any revenue derived by Telepak from the operation of the Telecommunications System to provide Telecommunications Services and Video Services to Subscribers in the Service Area, adjusted for non-payment. Gross Revenues shall include Video Services fees for Telepak's Basic Video Services Tier and Telecommunications Services fees for Telepak's local calling plan offering. The term Gross Revenues shall not include any taxes on Services furnished by Telepak or franchise fees imposed by any municipality, state, or other governmental unit and collected by Telepak for such governmental unit.

"Other Services" means services lawfully provided by Telepak in the Service Area in addition to Telecommunications Services and Video Services, including, without limitation, private network services, broadband services, internet access services, voice mail, call waiting, call forwarding, and distance learning services.

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"PEG Access" means the public, educational and governmental access to a channel on the Telecommunications System dedicated by Telepak to the City under this Agreement.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

"Public Way" means the surface of, and the space above and below, any public street, highway, bridge, alley, sidewalk, easement or other public right-of-way, including, without limitation, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses held by the City in the Service Area. Public Way is also defined to include any City owned utility poles and other City-owned structures, such as rooftops, for the purposes of this Agreement.

"Services" collectively refers to Telecommunications Services, Other Services and Video Services to be offered by Telepak, at its discretion in the Service Area, but does not necessarily include all or any of such services.

"Service Area" means the areas of the City where Subscribers are reasonably accessible from the distribution network of the Telecommunications System.

"Subscribers" means a Person who lawfully receives Services with Telepak's express permission.

"Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used that are provided entirely on the Telecommunications System.

"Telecommunications System" means Telepak's Facilities within the City. The Telecommunications System is designed to provide Services to Subscribers.

"Telepak" means Telepak Networks, Inc., or its lawful successor or assigns.

"Video Services" means the one-way transmission to Subscribers in their residence or commercial premises within Service Area of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services (information that Telepak makes available to all Subscribers generally) via a secure, closed transmission path (i.e., not including over-the-top or other services or applications delivering video over the open Internet).

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SECTION II-GRANT OF FRANCHISE

1. Grant.

The City grants to Telepak a non-exclusive franchise authorizing Telepak to construct and operate a Telecommunications System in the Public Ways and to offer Services within the Service Area. Subject to the terms of this Agreement and applicable law, Telepak may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Public Way.

2. Term.

The Franchise granted under this Agreement shall be for an initial term of ten (10) years from the Agreement Date, unless otherwise lawfully terminated (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew for two (2) consecutive periods of ten (10) years and five (5) years respectively (each a "Renewal Term") unless Telepak gives the City notice of its intention not to renew at least six (6) months prior to the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the "Term." At the end of the Term either Party may commence negotiations for a renewal of the Franchise by giving the other Party written notice not more than two (2) years prior to the end of the Term.

SECTION III-SYSTEM CONSTRUCTION

1. System Construction.

(a) When Telepak wishes to construct a portion of its Telecommunications System it shall provide City with written notice thereof along with drawings of the proposed locations of its Facilities ("Construction Notice"). The City shall have, at minimum, 10-15 business days from its receipt of the Construction Notice to notify Telepak of any issues, else the Construction Notice shall be deemed approved and Telepak may thereafter begin construction. If the City notifies Telepak of any issues with the Construction Notice within the 10-15 business day period, the Parties shall promptly meet (no more than five (5) business days later) to discuss the requested adjustments to Telepak's construction plans and work in good faith to resolve any issue within five (5) business days of their first meeting. Thereafter, Telepak will deliver to the City a revised Construction Notice reflecting the agreed upon changes to its construction plans and from that point Telepak shall be permitted to move forward with its construction. The foregoing shall constitute the permitting/approval process for Telepak's Facilities notwithstanding any other City ordinances. The City shall not charge Telepak any permitting fees of any kind during the Term.

(b) Upon completion of any construction and as built drawings of the Telecommunications System during the Term, Telepak shall provide the City with as built drawings of Telepak's current Telecommunications System. The City agrees that

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Telepak is under no obligation to build its Facilities to cover the entire City, to serve any particular Person located in the City, or otherwise. The decision of when and where to construct its Facilities is solely within the discretion of Telepak as is the determination of what Services to provide during the Term.

(c) Within ten (10) days of the Agreement Date the City will provide Telepak with written notice of one Person to be Telepak's point of contact during the Term of this Agreement (the "Project Manager"). The Project Manager shall have the authority to approve Construction Notices and to otherwise deal with Telepak under the terms of this Agreement. The Project Manager may be changed by the City at any time upon ten (10) days prior written notice to Telepak.

2. Conditions on Commencement of Upgrading.

The City acknowledges that Telepak has based its plans and cost estimates on reasonable access to Public Ways, City's utility poles, conduits, Subscriber premises, and other space and City-owned structures for Telepak's Facilities. Telepak reserves the right to adjust its construction plans and timing or rescind this Agreement in the event that Telepak faces substantial interference or delay in such access. Throughout the Term of this Agreement, Telepak shall be entitled expand and upgrade its Telecommunications System as it deems reasonably necessary. In addition, City will allow Telepak access to poles and other structures suitable for the siting of Telepak's Facilities, such as rooftops, owned by City at no cost for the purpose of attaching its Facilities, provided there is room for such pole attachments and/or Facilities and Telepak pays for the costs of installation, removal, and maintenance of its Facilities on such City-owned poles or structures. If required by the specific installation of Facilities on City owned poles or structures, the City will provide electricity at its expense to power the Telepak Facilities installed on the poles or other structures, as applicable.

SECTION IV-PUBLIC, EDUCATION AND GOVERNMENT ACCESS CHANNEL

1. PEG Access Channel.

At any time after the completion of the initial construction of the Telecommunications System under Section III(1), and provided the Telepak is offering Video Services over the Facilities, the City may request Telepak to provide the City one (1) video channel for noncommercial PEG Access use. Telepak shall provide the PEG Access channel within one hundred and eighty (180) days of City's request.

2. Regulation of PEG Access Channel.

The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. Telepak shall have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be

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solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. Telepak shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

3. Return of PEG Access Capacity to Telepak.

In the event that unused capacity exists on the PEG Access channel, Telepak may request the City to return that capacity to Telepak for Telepak's use. The City shall not unreasonably deny such request.

SECTION V-REGULATION BY THE CITY

1. Franchise Fee.

The City represents, pursuant to Section 253 of the Federal Telecommunications Act of 1996, that the Franchise Fees herein are a reasonable approximation of actual and direct costs incurred by the City to manage Telepak's use of the Public Ways, are fair and reasonable compensation for the management of the Public Ways and are competitively neutral and non-discriminatory. The City acknowledges that any other fees charged to Telepak pursuant to the construction and operation of the Telecommunications System will be deducted from the fees set out below.

(a) Telepak shall pay to the City a Franchise fee equal to the lesser of: (i) five percent (5%) of Gross Revenues received by Telepak from sale of the Basic Video Services Tier to Subscribers within the City; or (ii) the lowest percentage payable by a third party provider of Video Services to Subscribers within the City.¹

(b) Telepak shall also pay to the City a Franchise fee equal to two percent (2%) of Gross Revenues received by Telepak from the sale of Telecommunications Services (local calling plan only) to Subscribers within the City.

(c) The Franchise fee payments set forth in (a) and (b) above shall be computed quarterly as of the last day of March, June, September, and December of each year, and shall be due and payable sixty (60) days after the close of each quarter. Each payment shall be accompanied by a brief report from Telepak showing the basis for the computation. Each payment must be received by the City on the due date. Telepak shall pay City an additional charge of one percent (1%) per month, for each month the total amount due to the City is not received by City by the due date.

(d) All amounts paid shall be subject to audit by City no more than once each calendar year upon at least ten (10) business days prior written notice to Telepak. If any

¹ City has provided Telepak with the lowest rate payable by other providers of Video Services to Subscribers in the City prior to execution of this Agreement. That rate is currently four percent (4%).

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audit reveals an underpayment by Telepak of five percent (5%) or more during any annual audit period, Telepak shall be responsible for City's reasonable out of pocket costs associated with the audit. Any underpayments shall be paid to City within ten (10) business days after notification to Telepak.

(e) In the event the City grants or has granted another third-party provider a rate for calculating the Franchise Fee(s) that is less than the percentages provided in paragraph (a), this Agreement shall be automatically amended without any action required by the parties to adjust the percentage to the different rate given to such provider, provided that such rate does not exceed the maximum fee permitted by 47 U.S.C. §542(b).

2. Transfer of Franchise.

Telepak must notify the City not less than sixty (60) days prior to any proposed sale or transfer of this Franchise. Telepak shall not sell, assign, transfer or dispose of its interest in the Franchise or the Agreement without the prior written consent of the City, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Telepak may assign this Agreement to a purchaser of its voting stock or all or substantially all of its assets without consent but with written notice to City.

SECTION VI-OPERATIONAL STANDARDS

1. Condition of Street Occupancy.

Telepak shall install all Facilities so as to minimize interference with the proper use of Public Ways, public utilities, and with the rights and reasonable convenience of City and property owners whose property adjoins any Public Ways. Telepak and the City will comply with Sections 77-13-1 et seq. of the Mississippi Code of 1972, as amended ("Mississippi One Call" statute). The City shall locate its utility lines promptly as required by the Mississippi One Call statute. Telepak will not locate the City's utility lines or those of any third party physically or on maps or drawings. Upon completion of as built drawings for any Facilities in the Public Ways, Telepak will furnish an as built drawing of the Facilities located within the Public Ways of the City to the City.

2. Restoration of Public Ways.

Telepak shall restore any disturbance it causes to any Public Way to a condition reasonably comparable to the condition of the Public Way existing before the disturbance.

3. Relocation at Request of City.

After receipt of at least sixty (60) days prior written notice, Telepak shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove

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from the Public Way, any property of Telepak when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewer, Storm drains, gas or water pipes, or any other type of structures or improvements by the City. Telepak shall in all cases have the right to abandon its property.

4. Relocation at Request of Third Party.

On the request of any Person holding a building construction or moving permit issued by the City, Telepak shall temporarily relocate its Facilities to permit the construction or moving of such building, provided: (a) the expense of such temporary relocation is paid by the requesting Person; and (b) Telepak receives at least ninety (90) days prior written notice to arrange for such temporary relocation.

5. Trimming of Trees and Shrubbery.

Telepak shall have the authority to trim trees or natural growth in Public Ways which may affect its Telecommunications System in the Service Area to prevent interference with Telepak's Facilities. Telepak shall reasonably compensate the City or property owner for any damages caused by such trimming or shall reasonably replace all trees or shrubs damaged and otherwise restore any other damage caused by or resulting from its activities.

6. Technical Standards.

Telepak shall install, operate, and maintain the Telecommunications System in a good and workmanlike manner, free from defects in material and workmanship, and in accordance with applicable FCC regulations. Telepak shall install its aerial facilities, if any, in accordance with requirements of the National Electric Safety Code in effect on the Agreement Date, and in such manner that they will not unreasonably interfere with installations of the City or of a public utility serving the City.

SECTION VII-COMPLIANCE AND MONITORING

Once per calendar year during the Term of this Agreement and upon not less than thirty (30) business days' notice to Telepak, City may review Telepak's books and records pertaining to the Telecommunications System and the provision of Telecommunications Service within the Service Area at Telepak's business office during normal business hours and on a nondisruptive basis, as is reasonably necessary to monitor compliance with the terms of this Agreement. Telepak shall not be required to disclose information that is reasonably deemed to be proprietary or confidential. The City agrees to treat any information disclosed by Telepak as confidential and only to disclose it to employees, representatives, and agents that have a need to know.

SECTION VIII-INSURANCE

Telepak shall maintain in full force and effect during the Term of this Agreement, comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, and property damages. Prior to commencing construction of the Telecommunications System, Telepak shall provide the City with a certificate of insurance designating it as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the City.

SECTION IX-ENFORCEMENT AND TERMINATION OF AGREEMENT

1. Notice of Noncompliance.

If the City believes that Telepak has not materially complied with any material term (other than payment of Franchise fees and changes) of this Agreement, it shall notify Telepak in writing. The notice shall state with specificity the basis for the alleged material noncompliance.

2. Telepak's Right to Cure or Respond.

Telepak shall have thirty (30) days from receipt of the notice described in Section IX(1) to respond as follows:

- (a) Respond to the City contesting the assertion of noncompliance;
- (b) Cure the noncompliance; or

(c) In the event Telepak's commercially reasonable efforts cannot cure the noncompliance within the thirty (30) day period, Telepak shall initiate reasonable steps to remedy the noncompliance and notify the City of the steps being taken and the projected date of completion.

3. Public Hearing.

If Telepak fails to respond to the notice described in Section IX(1) under the procedures set forth in Section IX(2), or if Telepak does not cure the alleged noncompliance within sixty (60) days after receiving notice of noncompliance, the City shall schedule a public hearing to investigate the noncompliance. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than ten (10) business days from the expiration of the sixty (60) day period. The City shall notify Telepak in writing of the time and place of such meeting and provide Telepak with an opportunity to be heard.

4. Enforcement.

Subject to applicable law, if the City, after a public hearing, where applicable, determines that Telepak remains in material noncompliance with a material term of this Agreement, the City may pursue the following remedies:

(a) In the case of a default of a material provision of this Agreement, terminate this Agreement and revoke the Franchise; or

(b) Commence an action at law for monetary damages or seek other equitable relief. Should the City prevail in any such action, Telepak shall pay City for its legal fees and attendant costs and expenses incurred in such action.

Telepak shall not be held in default for noncompliance with this Agreement, nor suffer any enforcement or penalty, where such noncompliance or alleged defaults are caused by strikes, acts of God, acts of terrorism, power outages, acts of the City, its employees, or representatives, or other events reasonable beyond its ability to control.

5. Failure to Pay Franchise Fees and Charges.

In the event the Telepak has not paid the City Franchise fees, and late charges owing under Section V, when due, City shall send Telepak a certified letter notifying Telepak it is in default. Telepak shall have fifteen (15) business days from the date of its receipt of the letter to cure the default. In the event Telepak fails to cure the default by paying all Franchise fees and late charges due, then the City shall notify Telepak of City's intention to revoke the Franchise. The notice of intention to revoke Franchise shall be sent certified mail to Telepak not less than ten (10) business days prior to a Board Meeting of the City. The letter shall notify Telepak of the date, time, and place of the Board Meeting and the right of the Telepak to be present and participate meeting. At the Board Meeting, the City may revoke the Franchise of Telepak if it has not cured the default in full.

6. Upon the expiration or termination of this Agreement, Telepak may enter upon the Public Ways and remove its property at its own risk and restore the Public Ways to their former grade, contour and condition.

SECTION X-THEFT OF SERVICE

It shall be a misdemeanor for any Person to create, allow to create, or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the Telecommunications System without the express consent of Telepak. Further, without the express consent of Telepak, it shall be a misdemeanor for any person to tamper with, remove, or injure any property, equipment, or part or the Telecommunications System or any means of receiving Services. Violation of this section of this ordinance shall constitute a misdemeanor punishable by a fine not to exceed \$500.00 and/or six months imprisonment.

SECTION XI-MISCELLANEOUS

1. Actions of the Parties.

In any action by Telepak or the City mandated or permitted under this Agreement, the Party shall act in a reasonable, expeditious, and timely manner. In any instance where approval or consent is required, such approval or consent shall not be unreasonable withheld.

2. Notice.

Any notice or response required by this Agreement shall be in writing and shall be deemed given upon receipt: (a) when hand delivered; (b) when delivered by commercial courier; or (c) after having been posted in a properly scaled and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office maintained by U. S. Postal Service.

Mayor of the City of Cleveland, MS

Cleveland, MS 38732
With a copy to:

PO Box 1439

Cleveland, MS 38732

The notices or responses to Telepak shall be addressed as follows:

President
Telepak Networks, Inc.
1018 Highland Colony Parkway, Suite 300
Ridgeland, MS 39157

With a copy to:

Charles L. McBride
General Counsel
Telapex, Inc.
1018 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

The City and Telepak may designate such other address or addresses from time to time by giving notice to the other as provided in this Section.

3. Severability.

If the legislature or a court or regulatory agency or competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other provisions of this Agreement will remain in full force and effect for the term of the Agreement or any renewal.

4. Change of Law.

In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of City or Telepak to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in the law within thirty (30) days' of the receipts of written notice so such change in law.

5. Entire Agreement.

This Agreement represents the entire agreement between the Parties as relates to the subject matter hereof. As such no other City ordinances shall apply to Telepak's provision of Services or construction of its Facilities as provided in this Agreement. Any and all other City ordinances which conflict with the terms of this Agreement are expressly superseded.

IN WITNESS WHEREOF, the Parties execute this separate page and Agreement as of the Agreement Date.

City of Cleveland, Mississippi

Billy Nowell
Billy Nowell, Mayor

WITNESS: Dominique Green

Telepak Networks, Inc.

Alan Jones
Alan Jones, Sr VP, Access and Deployment

WITNESS: Gregg

Alderman Povall moved the adoption of the ordinance in its entirety, which motion was seconded by Alderman Gainspoletti. The motion to adopt was passed by roll call vote as follows:

Alderman Abraham	voted: AYE
Alderman Gainspoletti	voted: AYE
Alderman Janoush	voted: AYE
Alderman Sanders	voted: AYE
Alderman Campbell	voted: AYE
Alderman Povall	voted: AYE
Alderman Smith	voted: AYE

The Mayor then declared the ordinance adopted this the 4th day of August, 2020.

Billy Nowell
BILLY NOWELL, MAYOR

ATTEST:

Dominique Green
DOMINIQUE GREEN, CITY CLERK

EXHIBIT C

(Clerk Note: This MOU was revised and later approved at the August 18th, 2020 Recessed Board Meeting. The version below was not executed.)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CLEVELAND
AND
B & P AIR, , LLC, AND GUARANTY BANK & TRUST COMPANY
FOR THE CONSTRUCTION AND FACILITATION OF
A BUILDING AT THE CITY OF CLEVELAND MUNICIPAL AIRPORT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) MADE AND ENTERED INTO the ____ day of August, 2020, by and between THE CITY OF CLEVELAND, (“CITY”), P. O. Box 1439 Cleveland, MS 38732 662-846-1471, a Code Charter Municipality, pursuant to ¶61-5-11, Mississippi Code Annotated, (effective July 1, 2010), as amended, and B & P AIR, LLC (“B&P”) P.O. Box 517 Boyle, MS 38730, 662-843-8450 and GUARANTY BANK & TRUST COMPANY (“BANK”) P.O. Box 420, Cleveland, MS 38732, 662-843-6000; and,

WHEREAS, local municipal governments may enter into contractual agreements with third parties including, but not limited to, joint ventures to construct commercial buildings at municipal owned airports; and,

WHEREAS, the City has entered into a Lease Agreement dated August ____, 2020, (“LEASE”) involving the lease of a tract of land located at Cleveland Municipal Airport (“AIRPORT”) which includes existing or previously leased land as described in a Surveyor’s Plat marked **Exhibit “A”** and designates newly leased land as described in **Exhibit “B”** for the purposes of permitting B&P to construct a new aircraft hanger at 906 Airport Service Road Cleveland, MS, on the tract described on **Exhibit “B”** at the Airport for the purpose of leasing rental space for privately owned aircraft and other similar commercial aircraft business activities; and,

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WHEREAS, the Bank has agreed to provide loan funds in the amount of \$265,000.00 to B&P to construct the aircraft hanger building with an initial term of five (5) years and subject to renewal and with an estimated total costs to construct the building of \$ 270,000.00 ; and,

WHEREAS, B&P has agreed to contribute the sum of \$ 5,000.00 of the total construction costs which will amount to \$ 270,000.00 and, with the Bank loaning the difference of \$265,000.00 for the total construction costs; and,

WHEREAS, B&P and Bank acknowledge that the City owns fee simple title the property and after the building is constructed the City will own the building; and,

WHEREAS, the City has leased the property to B & P by a written and signed lease dated August ____, 2020, which has been recorded in the records in Book ____ at page ____ in the Office of the Chancery Clerk of Bolivar County at Cleveland, Mississippi; and,

WHEREAS, the lease provides a rental term of the property and all improvements when finally completed to **B & P** for a period of twenty-five (25) years (with an additional optional fifteen (15) year extension) at a rental cost stated therein owed during the term of said Lease with said rental amount to increase according to the rental schedule attached (see copy of Lease attached as Exhibit “C”), with the City retaining fee simple ownership of the land, building and improvements and with B & P being responsible for obtaining and maintaining all insurance and paying all taxes as specified in the Lease; and,

WHEREAS, the parties agree that if B&P defaults in its obligations under the lease, the City will notify the Bank of such default which may include, but not be limited to, failing to pay the rent, maintain insurance or pay all taxes then due, the City will notify Bank of such default and grants Bank ninety (90) days to take possession of the property and improvements, pay all obligations such as delinquent rent, locate a new tenant to take possession of the improvements,

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assume the lease and all of its attendant obligations, and apply and obtain a new lease agreement with the City or notify the City that the Bank will take possession and sale or remove all equipment, furniture, machinery, tools or other items of personal property not considered a fixture against which Bank holds a valid and legal UCC-1 secured lien; and,

WHEREAS, the parties agree that if B&P defaults in its obligations to Bank in repaying the debt, maintaining insurance or any other legal obligations, the Bank will notify the City of B&P's such default which may include, but not be limited to, failing to pay the indebtedness under a promissory note, maintain insurance or pay all taxes then due, the Bank will notify City of such default and the City will grant the Bank ninety (90) days to take possession of the property and improvements, pay all obligations such as delinquent rent, locate a new tenant to take possession of the improvements, assume the lease and all of its attendant obligations, and apply a new lease agreement with the City or the Bank will notify the City that the Bank will take possession and sale or remove all equipment, furniture, machinery, tools or other items of personal property not considered a fixture against which Bank holds a valid and legal UCC-1 secured lien; and,

WHEREAS, the City and B&P enter into this MOU to memorialize their agreements as follows:

W I T N E S E T H:

1. The City shall:
 - a. Sign a Lease with B&P for the property on which a building will be constructed with loan funds advanced by Bank with the Lease Agreement attached as Exhibit "C" to this MOU .
2. B&P shall:
 - a. Contribute \$ 5,000.00 towards the construction of the subject building at the Cleveland Municipal Airport and sign all documents and lien instruments required by Bank to construct the improvements.
 - b. Execute and sign the Lease Agreement attached as Exhibit "C" to this MOU and abide by the terms of said Lease Agreement.
 - c. Construct the building on the property to a completion and operate a aircraft hanger rental business consistent with the plans approved by the Bank and City.
 - d. Abide, follow and comply with all of its obligations owed the City in the lease agreement or its obligations owed the Bank.
3. Bank shall:
 - a. Loan \$ 265,000.00 in loan funds to B&P to construct the aircraft hanger structure on the land consistent with the representations made by B&P to secure the loan and perfect all UCC secured liens permitted by law so as to acquire a secured lien against all equipment, furniture, machinery, tools

or other items of personal property not considered a fixture against which Bank may hold and obtain a valid and legal UCC-1 secured lien.

b. Comply with the notice requirements identified above in this MOU to the City if B&P defaults in its obligations to Bank.

4. It is understood that this MOU contains all agreements reached between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this MOU exist. This MOU cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this MOU shall affect or modify any terms or obligations hereunder.

5. No amendment to this MOU shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

6. This MOU shall be governed by the laws of the State of Mississippi.

7. Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU. The persons executing this MOU represent they have the authority to sign this MOU.

THIS MOU is made and signed by the City of Cleveland, MS, by Order of the Mayor and Board of Aldermen of the City of Cleveland adopted August 4, 2020, B&P Air, LLC, through its duly authorized Members and Guaranty Bank & Trust Company through its duly authorized officer, all for the purpose of approving the MOU

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with the original filed for record and recorded in the land records in the Office of the Chancery Clerk of Bolivar County at Cleveland, Mississippi.

WITNESS our official signatures in triplicate, each copy being considered an original, as of August ____, 2020.

THE CITY OF CLEVELAND, MISSISSIPPI

By: _____
BILLY NOWELL, Mayor

**STATE OF MISSISSIPPI
COUNTY OF BOLIVAR**

THIS DAY PERSONALLY APPEARED before me the undersigned authority in and for the above jurisdictions, **Billy Nowell and Dominique Green**, who acknowledged before me they are the Mayor and City Clerk, respectively, of the City of Cleveland, Mississippi, and that as such officers they signed, executed and delivered the within named instrument, they were so authorized to sign and act for and on behalf of the Mayor and Board of Aldermen of the City of Cleveland, MS, for the purposes therein mentioned.

GIVEN UNDER NY HAND AND OFFICIAL SEAL on this the ____ day of August, 2020.

NOTARY PUBLIC

My Commission Expires:

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WITNESS our official signatures in triplicate, each copy being considered an original, as of August _____, 2020.

B & P AIR, LLC

By: _____
BERN PREWITT, JR., Member,

By: _____
IKE BRUNETTI, Member,

**STATE OF MISSISSIPPI
COUNTY OF BOLIVAR**

THIS DAY PERSONALLY APPEARED before me the undersigned authority in and for the state and county aforesaid and within my jurisdiction, the within and above named **Bern Prewitt, Jr., and Ike Brunetti**, who acknowledged before me that they are the Members of B & P Air, LLC, a Mississippi Limited Liability Company, that they signed, executed and delivered the above and foregoing Memorandum of Understanding in the manner and on the date as therein stated and that they were so authorized to act in the premises.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the _____ day of August, 2020.

NOTARY PUBLIC

My Commission Expires:

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WITNESS the official signature in triplicate, each copy being considered an original, as of August _____, 2020.

GUARANTY BANK & TRUST COMPANY

By: _____
ANDY LEE, President of Cleveland Branch

**STATE OF MISSISSIPPI
COUNTY OF BOLIVAR**

THIS DAY PERSONALLY APPEARED before me the undersigned authority in and for the state and county aforesaid and within my jurisdiction, the within and above named **Andy Lee**, who acknowledged before me that he is the President of the Cleveland Branch of the Guaranty Bank & Trust Company, that he signed, executed and delivered the above and foregoing Memorandum of Understanding in the manner and on the date as therein stated and that he was so authorized to act in the premises.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the _____ day of August, 2020.

NOTARY PUBLIC

My Commission Expires:

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