



**City of Oxford
Board of Aldermen
Regular Meeting
August 17, 2021, 5:00 pm - 7:00 pm
City Hall Courtroom**

DOCUMENTS

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MINUTES

City of Oxford
Board of Aldermen
Regular Meeting
Tuesday, August 17, 2021, 5:00 pm - 7:00 pm
City Hall Courtroom



1. Call to order.

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, August 17, 2021, in the courtroom of Oxford City Hall when and where the following were present:

Robyn Tannehill, Mayor
Rick Addy, Alderman Ward I
Mark Huelse, Alderman Ward II
Brian Hyneman, Alderman Ward III
Kesha Howell-Atkinson, Alderman Ward IV
Preston Taylor, Alderman Ward V
Jason Bailey, Alderman Ward VI
John Morgan, Alderman At Large

Mayo Mallette, PLLC- Of Counsel
Ashley Atkinson- City Clerk
Bart Robinson- Chief Operating Officer
Reanna Mayoral- City Engineer
Ben Requet- Director of Planning
Jeff McCutchen- Police Chief
Matt Davis- Director of Parking Enforcement
Braxton Tullos- Human Resources Director
Joey Gardner- Fire Chief
Seth Gaines- Director of Oxford Park Commission
Mike Young- Asst. Director of Oxford Park Commission
Arledia Bennett- RSVP Director-absent
Rob Neely- General Manager of Oxford Utilities
Lynwood Jones- Superintendent of City Shop- absent
Jimmy Allgood- Director of Emergency Management
Amberlyn Liles- Environmental Services Director
Gray Parker- Planning Department-absent
Greg Pinion- Buildings & Grounds Superintendent
Donna Fisher- Municipal Court Clerk-absent
Kara Giles- Executive Assistant to the Mayor
Hollis Green- Director of Development Services
John Crawley- Asst. City Engineer-absent
Chris Carter- Senior Building Inspector
Brad Freeman- mTrade Park Director- absent
Clay Brownlee- mTrade Park Assistant Director-absent
Michael Temple- IT Department
Chris Simmons- IT Director
Donna Zampella- General Manager of Oxford University Transit
Mark Levy- General Government

2. Adopt the agenda for the meeting.

It was moved by Alderman Addy, seconded by Alderman Bailey to adopt the agenda for the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Mayor's Report

4. Authorize the approval of the minutes of the Recess Meeting on August 2, 2021, the Recess Meeting on August 3, 2021, the Regular Meeting on August 3, 2021, the Recess Meeting on August 4, 2021, the Special Meeting on August 9, 2021, and the Special Meeting on August 12, 2021. (Ashley Atkinson)

It was moved by Alderman Hyneman, seconded by Alderman Addy to approve the minutes of the Recess Meeting on August 2, 2021, the Recess Meeting on August 3, 2021, the Regular Meeting on August 3, 2021, the Recess Meeting on August 4, 2021, the Special Meeting on August 9, 2021, and the Special Meeting on August 12, 2021. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Authorize the approval of accounts for all city departments. (Ashley Atkinson)

It was moved by Alderman Morgan, seconded by Alderman Bailey to approve the accounts for all city departments, including a claims dockets showing General Fund claims numbered 113690-113835, Water & Sewer claims numbered 36605-36640, Metro Narcotics claims numbered 7717-7723, Trust & Agency claims numbered 34892-34991, 5108-5117, and 6017-6018, a Bond &

Interest claim numbered 6068, and totaling \$1,053,696.68. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

It was moved by Alderman Addy, seconded by Alderman Huelse to approve the following consent agenda. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

a. Fixed Assets Management:

- i. Request permission to declare a Dell Optiplex computer with asset tag 2193 and an Apple iPhone with asset tag 3250 surplus in the Environmental Services Department and authorize their disposal. (Amberlyn Liles)
- ii. Request permission to transfer a Ventrac Edger with SN ED 202-AA0232 asset tag 3724 and a Buffalo Turbine BT Ventrac with SN 31173 and asset tag 3722 from Environmental Services to mTrade Park. (Amberlyn Liles)
- iii. Request permission to declare two Spirit Fitness Treadmills with asset tags 1466 & 1465 surplus in the Oxford Fire Department and authorize their disposal. (Joey Gardner)

b. Human Resources:

- i. Request permission to hire Julian Jones, Jamarious Leon White, Kelvin Errol Wesson, Thomas Roberts, and Douglas Lane Nelson as Part-Time Seasonal employees in the Environmental Services Department, each with an hourly rate of \$10.00. (Braxton Tullos)
- ii. Request permission to hire Aliyah Herod, Brandon Smith, and Lucas Spencer as Firefighters in the Oxford Fire Department, each with an annual salary of \$35,284.90 (G9-4); and to hire Derek Hawley as a Firefighter with an annual salary of \$38,556.76 (G9-7). (Braxton Tullos)
- iii. Request permission to transfer Clayton Arbuckle from the Buildings & Grounds Department to the Oxford Fire Department, with a new annual salary of \$35,284.90 (G9-4) and advertise the vacancy. (Braxton Tullos)
- iv. Request permission to accept the resignation of Jordan Hardin in the Oxford Police Department, effective August 31, 2021. (Braxton Tullos)

c. Miscellaneous:

- i. Request approval of water and/or sewer adjustments in accordance with the Oxford Utilities Leak Adjustment Policy. (Rob Neely)
- ii. Request permission for Jhoanna Veliz, Manning Koury, Mia Collado, Elisha Webb, and Elliott Namba to serve as unpaid interns with the Oxford Police Department for the Fall semester. (Jeff McCutchen)
- iii. Request permission to accept a \$100.00 donation from Robert M. Noah for the Animal Resource Center. (Nicole Young)

d. Travel Requests:

- i. Request permission for an Oxford Utilities Employee to attend the TVA/LPC Meeting in Knoxville, TN on September 20, 2021 at an estimated cost of \$157.00. (Rob Neely)
- ii. Request permission for two employees to attend the MDOT Storm Water Management Certification training in Jackson, MS on August 25, 2021 at an estimated cost of \$500.00. (Chris Carter)

7. Consider a Resolution authorizing the City to enter into an Interlocal Cooperation Agreement with the Lafayette County Board of Supervisors for financing costs in connection with the Oxford Farms TIF. (Sue Fairbank)

It was moved by Alderman Morgan, seconded by Alderman Addy to enter into an Interlocal Cooperation Agreement with the Lafayette County Board of Supervisors for financing costs in connection with the Oxford Farms TIF. The county is only participating in the direct cost of the road itself. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. Consider a Resolution authorizing the City to enter into a development and reimbursement agreement with Oxford Farms, LLC in connection with the Oxford Farms TIF. (Sue Fairbank)

It was moved by Alderman Bailey, seconded by Alderman Huelse to enter into a Development and Reimbursement Agreement with Oxford Farms, LLC in connection with the Oxford Farms TIF. The reimbursement to the developer shall not exceed \$5.25 million dollars. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Oxford-University Transit Update. (Donna Zampella)

Donna Zampella, General Manager for the Oxford-University Transit System, updated the Board regarding the new routes and new signage for the transit system. For FY 2021-2022, FTA will be reimbursing all expenses, excluding salaries, at 100%; which will save the City over \$560,000.00. The Board thanked her for the update.

10. Consider a petition from the residents of Brittany Woods Subdivision regarding ingress and egress to their subdivision.

Alderman Howell-Atkinson presented a petition that she received from the residents of Brittany Woods Subdivision. During the recent flooding, both of the entrances/exits to the subdivision were impassable and the residents would like to have a third entrance/exit that connects to the new F. D. "Buddy" East Parkway. It was noted that the Board has already included \$750,000.00 in the budget for the upcoming fiscal year (FY21/22) for this road project. It was also noted that the plans for this project have not been finalized at this time.

11. COVID-19 Update and CDC Recommendations. (Jimmy Allgood)

Emergency Management Director, Jimmy Allgood, updated the Board on the most recent COVID-19 numbers. Pop-up vaccine sites will be located at Larson's Cash Saver and the Oxford Community Market. Recently, 41 people received a vaccine at the pop-up site located next to City Hall. After a brief discussion, it was moved by Alderman Huelse, seconded by Alderman Addy to allow people playing pickle ball at the Ulysses "Coach" Howell Activity Center to play without masks (if vaccinated) for the next two weeks. All the aldermen present voting aye, with the exception of Alderman Taylor who voted no, Mayor Tannehill declared the motion carried.

12. Request permission to approve and authorize Jimmy Allgood to sign the Hazard Mitigation Grant Program Agreement for the Cemetery Creek Project as the City of Oxford's Grant applicant agent. This grant requires a 25% grant match from the City, in the amount of \$142,899.72. (Jimmy Allgood)

It was moved by Alderman Addy, seconded by Alderman Bailey to approve and authorize Jimmy Allgood, as the City of Oxford's Grant Applicant Agent, to sign the Hazard Mitigation Grant Program Agreement for the Cemetery Creek Project. This grant totals approximately \$575,598.87 and will require a 25% match, in the amount of \$143,899.72, from the City. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Public Hearing for FY 2021-2022 Municipal Budget. (Ashley Atkinson)

City Clerk, Ashley Atkinson, presented the proposed budget for FY 2021-2022. The Mayor called for public comment and received none. The budget and mill rates will be adopted at the next regular meeting.

14. Request permission to advertise for bids for Automated Garbage Collection Carts. (Amberlyn Liles)

It was moved by Alderman Morgan, seconded by Alderman Taylor to advertise for bids for Automated Garbage Collection Carts for the Environmental Services Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission for 5 employees to attend the National Recreation and Park Association Annual Conference in Nashville, TN in September, 2021 at an estimated cost of \$5,000.00. (Seth Gaines)

It was moved by Alderman Morgan, seconded by Alderman Taylor to approve five Oxford Park Commission employees to attend the National Recreation and Park Association Annual Conference in Nashville, TN in September, 2021 at an estimated cost of \$5,000.00. This was also previously approved by the OPC Board. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Consider a work authorization for professional services associated with substation maintenance. (Rob Neely)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Huelse to approve a work authorization for professional services associated with substation maintenance. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Second reading, public hearing, and vote on a proposed Ordinance amending Section 14-100(e) (6)-Camera Systems & Requirements. (Jeff McCutchen)

There were no public comments on this amendment. Based on the finding that this amendment is in the interest of preserving the safety and welfare of the public, it was determined that the 30-day waiting period should be waived. It was moved by Alderman Huelse, seconded by Alderman Bailey to approve a proposed ordinance amending Section 14-100(e)(6)-Camera Systems & Requirements. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Request permission to accept a grant from the MS Office of Highway Safety for 405D Alcohol and Drug Impaired Driving funding (Training Coordination) for FY 21/22 in the amount of \$581,449.45. (Jeff McCutchen)

It was moved by Alderman Bailey, seconded by Alderman Addy to accept a grant from the MS Office of Highway Safety for 405D Alcohol and Drug Impaired Driving funding (Training Coordination) for FY 21/22 in the amount of \$581,449.45. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission to accept a grant from the MS Office of Highway Safety for 405D Alcohol and Drug Impaired Driving funding (Enforcement) for FY21/22 in the amount of \$123,240.37. (Jeff McCutchen)

It was moved by Alderman Bailey, seconded by Alderman Addy to accept a grant from the MS Office of Highway Safety for 405D Alcohol and Drug Impaired Driving funding (Enforcement) for

FY 21/22 in the amount of \$123,240.37. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Request permission to accept a grant from the MS Office of Highway Safety for 402 Police Traffic Services funding for FY21/22 in the amount of \$14,599.20. (Jeff McCutchen)

It was moved by Alderman Bailey, seconded by Alderman Addy to accept a grant from the MS Office of Highway Safety for 402 Police Traffic Services funding for FY 21/22 in the amount of \$14,599.20. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Approve multiple event permits for Visit Oxford for events on September 10th & 17th, October 8th & 22nd, and November 5th, 12th, and 19th, 2021. (Jeff McCutchen)

It was moved by Alderman Huelse, seconded by Alderman Addy to approve multiple event permits for Visit Oxford for events on September 10th & 17th, October 8th & 22nd, and November 5th, 12th, and 19, 2021. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Request permission for the University Student Activities Association to host a homecoming parade on Friday, October 8th from 5:00pm-7:00pm. (Jeff McCutchen)

It was moved by Alderman Morgan, seconded by Alderman Howell-Atkinson to allow the University Student Activities Association to host a homecoming parade on Friday, October 8th from 5:00pm-7:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission for OPC to reserve parking spaces in front of City Hall/RSVP Plaza for movie night on August 27, 2021. (Jeff McCutchen)

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to allow the Oxford Park Commission to reserve parking space in front of City Hall/RSVP Plaza for movie night on August 27, 2021. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Request permission for Tunnel to Towers to host a 5k walk/run on September 4, 2021 from 6:30am-11:30am. (Jeff McCutchen)

It was moved by Alderman Addy, seconded by Alderman Huelse to allow Tunnel to Towers to host a 5k walk/run on September 4, 2021 from 6:30am-11:30am. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Request permission for Nicholas Air to host a 5k fun run on October 2, 2021 at 2:00pm. (Jeff McCutchen)

It was moved by Alderman Morgan, seconded by Alderman Bailey to allow Nicholas Air to host a 5k fun run on October 2, 2021 at 2:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Consider a request from Griffin Tanner for special event permits for Harrison Yard on 9/10-9/12 (UM vs Austin Peay), 9/16-9/18 (UM vs Tulane), 9/24-9/25 (Blues Festival), 10/7-10/9 (UM vs Arkansas), 10/21-10/23 (UM vs LSU), 11/4-11/6 (UM vs Liberty), 11/11-11/13 (UM vs Texas A & M), and 11/18-11/20 (UM vs Vanderbilt). (Jeff McCutchen)

Griffin Tanner, owner of Harrison's Yard, addressed the Board regarding event permits for multiple home football weekends and the annual Blues Festival. He stated that it has been difficult to stay within the stated decibel levels and would like the ability to exceed that level or extend the time frame for outdoor music events. After a lengthy discussion, no action was taken on this matter.

27. Consider a request for Sunday work by Southern General Contractors for the striping of various City streets. (Reanna Mayoral)

It was moved by Alderman Addy, seconded by Alderman Bailey to allow Southern General Contractors to work on Sundays for the striping of various City streets. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

28. Consider Change Order #2 from Phillips Construction for the East Jackson Streetscape Project. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Addy to approve Change Order #2 from Phillips Construction for the East Jackson Streetscape Project, in the amount of (\$13,241.88). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Consider a request for a revocable license for a monument sign on City right-of-way on University Avenue at the University Avenue Shopping Center. (Reanna Mayoral)

It was moved by Alderman Morgan, seconded by Alderman Addy to approve a request for a revocable license for a monument sign on City right-of-way on University Avenue at the University Avenue Shopping Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. First reading of a proposed Ordinance amending Section 2-25 of the Code of Ordinances of the City of Oxford-The Mayor and Board of Aldermen-Compensation.

The second reading and public hearing on this proposed ordinance will be at the next regular meeting.

31. Consider a Resolution of the Mayor and Board of Aldermen declaring a portion of the improved

right-of-way on East Jackson Avenue surplus and consider revocable licenses for the use of surplus property. (Bart Robinson)

After a brief discussion, it was moved by Alderman Bailey, seconded by Alderman Huelse to approve a Resolution of the Mayor and Board of Aldermen declaring a portion of the improved right-of-way on East Jackson Avenue surplus and allow revocable licenses for the use of surplus property, as shown in the map presented. If a business utilizes up to 80% of the City property that adjoins their own property, the cost to use the space will be \$23.00 per square foot per month. If a business wishes to utilize less than 80% of the City property that adjoins their own property, the rate will be negotiated at that time. It was also stipulated that any business that proceeds with a lease and also serves alcohol must submit a new floor plan to the Alcohol Beverage Control Division and be approved for a revised license prior to any alcohol sales or service in the leased area. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

For the Eat in the Street Event on August 28th, it was moved by Alderman Morgan, seconded by Alderman Hyneman to charge \$14.75 per square foot to each business that wants to participate. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

32. Consider an Addendum to the Video Service Agreement of 2009 between the City of Oxford and BellSouth Telecommunications, Inc. (Bart Robinson)

It was moved by Alderman Morgan, seconded by Alderman Bailey to approve an Addendum to the Video Service Agreement of 2009 between the City of Oxford and BellSouth Telecommunications, Inc. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

33. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Huelse to consider an executive session for a personnel issue and multiple matters of potential litigation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to enter into an executive session for a personnel matter in the Environmental Services Department and matters of potential litigation regarding a building issue, an ethics complaint, three court cases, an EEOC complaint, a drainage issue, and a contract. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Huelse to follow the recommendations of the HR Director and the Department Head and terminate the employment of LaDarrious Carothers for the violation of City policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

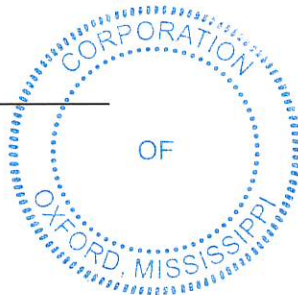
It was moved by Alderman Bailey, seconded by Alderman Huelse to return to regular session. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

34. Adjourn.

It was moved by Alderman Huelse, seconded by Alderman Bailey to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.


Robyn Tannehill, Mayor


Ashley Atkinson, City Clerk





THE CITY OF
OXFORD

SURPLUS FORM

**PLEASE USE A DIFFERENT FORM FOR EACH ITEM YOU WANT TO DECLARE SURPLUS.
BE SURE TO PROVIDE AS MUCH INFORMATION AS POSSIBLE ABOUT THE ASSET
BEING SURPLUSSED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.**

Date of Request: 8/13/21
Department that owns Fixed Asset: Environmental Service Department
Fixed Asset Tag Number (If item is not tagged, please put N/A): 2193
Physical Location of Asset: Environmental Service Department

If the item being surplused is a vehicle or a piece of equipment, please provide:

| Make | Model | Year |
|---------------------|-------|------|
| NO SN | | |
| VIN / Serial Number | Color | |

If the item being surplused is a tool, please provide:

| | |
|--|-------|
| Description of Tool (including brand): | |
| Serial Number (if none, write N/A) | Color |

For all other assets, please provide a complete description of the asset to be surplused:

Dell Computer - Optiplex

Name of Person Submitting Surplus Request: Amberlyn Liles

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

**(p) 662-236-1310
(f) 662-232-2337**



THE CITY OF
OXFORD

SURPLUS FORM

**PLEASE USE A DIFFERENT FORM FOR EACH ITEM YOU WANT TO DECLARE SURPLUS.
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BEING SURPLUSSED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.**

Date of Request: 8/13/21
Department that owns Fixed Asset: Environmental Service Department
Fixed Asset Tag Number (If item is not tagged, please put N/A): 3250
Physical Location of Asset: Environmental Service Department

If the item being surplused is a vehicle or a piece of equipment, please provide:

Apple \ Iphone \
Make Model Year
NO SN \
VIN / Serial Number Color

If the item being surplused is a tool, please provide:

Description of Tool (including brand): _____
Serial Number (if none, write N/A) Color

For all other assets, please provide a complete description of the asset to be surplused:

Replaced NEW TAG # 3283

Name of Person Submitting Surplus Request: Amberlyn Liles

Date Approved by BOA: August 17, 2021

**107 Courthouse Square
Oxford, MS 38655**

**(p) 662-236-1310
(f) 662-232-2337**



THE CITY OF
OXFORD

TRANSFER FORM

PLEASE USE A DIFFERENT FORM FOR EACH ITEM YOU WANT TO TRANSFER. BE SURE TO PROVIDE AS MUCH INFORMATION AS POSSIBLE ABOUT THE ASSET BEING TRANSFERRED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.

Date of Request: 8.17.2021
Department that currently owns Fixed Asset: Environmental Services
Department you wish to transfer the Asset to: mTrade
Fixed Asset Tag Number (If item is not tagged, please put N/A): 3724
Physical Location of Asset: 717 Molly Barr

If the item being transferred is a vehicle or a piece of equipment, please provide:

Edger \ Ventrac \
Make Model Year
ED 202-AA0232 \
VIN / Serial Number Color

If the item being transferred is a tool, please provide:

Description of Tool (including brand): _____
Serial Number (if none, write N/A) Color

For all other assets, please provide a complete description of the asset to be transferred:

Name of Person Submitting Transfer Request: Amberlyn Liles

Date Approved by BOA: 8.17.2021

107 Courthouse Square
Oxford, MS 38655

(p) 662-236-1310
(f) 662-232-2337



THE CITY OF
OXFORD

TRANSFER FORM

PLEASE USE A DIFFERENT FORM FOR EACH ITEM YOU WANT TO TRANSFER. BE SURE TO PROVIDE AS MUCH INFORMATION AS POSSIBLE ABOUT THE ASSET BEING TRANSFERRED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.

Date of Request: 8.17.2021
Department that currently owns Fixed Asset: Environmental Services
Department you wish to transfer the Asset to: mTrade
Fixed Asset Tag Number (If item is not tagged, please put N/A): 3722
Physical Location of Asset: 717 Molly Barr

If the item being transferred is a vehicle or a piece of equipment, please provide:

Buffalo Turbine \ BT Ventrac \

Make Model Year
31173 \ _____

VIN / Serial Number Color

If the item being transferred is a tool, please provide:

Description of Tool (including brand): _____

Serial Number (if none, write N/A) Color

For all other assets, please provide a complete description of the asset to be transferred:

Name of Person Submitting Transfer Request: Amberlyn Liles

Date Approved by BOA: 8.17.2021

107 Courthouse Square
Oxford, MS 38655

(p) 662-236-1310
(f) 662-232-2337



THE CITY OF
OXFORD

SURPLUS FORM

**PLEASE USE A DIFFERENT FORM FOR EACH ITEM YOU WANT TO DECLARE SURPLUS.
BE SURE TO PROVIDE AS MUCH INFORMATION AS POSSIBLE ABOUT THE ASSET
BEING SURPLUSSED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.**

Date of Request: 8-15-2021

Department that owns Fixed Asset: Oxford Fire Dept.

Fixed Asset Tag Number (If item is not tagged, please put N/A): 1466, 1465

Physical Location of Asset: Station 1

If the item being surplused is a vehicle or a piece of equipment, please provide:

| Treadmills | | | |
|----------------|---------------------|-------|-------|
| | Make | Model | Year |
| Spirit Fitness | Ct850 | | 2014 |
| | VIN / Serial Number | | Color |

If the item being surplused is a tool, please provide:

| Description of Tool (including brand): | |
|--|-------|
| | |
| Serial Number (if none, write N/A) | Color |

For all other assets, please provide a complete description of the asset to be surplused:

Neither of these treadmills work & can not be repaired.

Name of Person Submitting Surplus Request: Joey Gardner

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

**(p) 662-236-1310
(f) 662-232-2337**

1. Consider water and/or sewer bill adjustments in accordance with Oxford Utilities Leak Adjustment Policy. (Rob Neely)

The Oxford Utilities Billing Supervisor has reviewed the accounts listed in the attached spreadsheet and confirmed that 1) The leaks associated with the referenced accounts meet the criteria of the Board approved leak adjustment policy and 2) The customer did not receive the benefit of the utility service being adjusted. Based on those findings, Oxford Utilities recommends that the board approve the adjustment of the referenced accounts.

WATER/SEWER ADJUSTMENTS | OXFORD UTILITIES

JULY 29, 2021 - AUGUST 9, 2021

TO BE APPROVED: AUGUST 17, 2021

| ACCOUNT NUMBER | CUSTOMER NAME | ADDRESS | WATER ADJUSTMENT | SEWER ADJUSTMENT | ADJUSTMENT TYPE |
|-----------------------|-------------------------------|-------------------------------|-------------------------|-------------------------|------------------------|
| 000792-105787 | DAVID E ADAMS | 1022 AUGUSTA DRIVE | X | -\$394.12 | SW ONLY |
| 200669-037249 | TIM BROWN | 2100 OLD TAYLOR ROAD APT. 336 | -\$88.75 | -\$118.00 | INSIDE |
| 203133-035171 | ALL NATIONS WORSHIP CENTER | 205 S COMMERCE COVE | -\$105.98 | -\$131.69 | INSIDE |
| 202054-102079 | OXFORD STATION HOA, INC | *BICKERSTAFF LANE (WT&SW) | -\$1,997.64 | -\$4,964.50 | OUTSIDE |
| 201715-033201 | KAREN SHIPLEY | 2414 S LAMAR BLVD | -\$63.19 | -\$167.56 | OUTSIDE |
| 201352-101404 | WHITNEY A HUBBARD | 1413 LAWSON STREET | -\$75.97 | -\$202.02 | OUTSIDE |
| 201992-101983 | ROSEMARY O INGHAM | 767 NOTTINGHAM DRIVE | -\$36.92 | -\$98.18 | OUTSIDE |
| 001711-035062 | RSS CGCMT 2015GC27-MS HS, LLC | 226 TOWN CENTER DRIVE | -\$678.41 | -\$1,685.98 | OUTSIDE |
| 206741-036521 | CAITLYN PERKINS | 402 S 16TH STREET | -\$115.38 | -\$153.40 | INSIDE |
| 212882-112632 | DARLENE W EASSON | 105 TWIN OAKS COVE | -\$66.03 | -\$175.58 | OUTSIDE |
| 001550-013406 | DONNA H GLENN | 145 OXFORD CREEK DRIVE | -\$166.14 | -\$220.90 | INSIDE |
| 210158-109980 | KEITH SCRUGGS | 607 AUSTIN COVE | -\$21.30 | -\$28.32 | INSIDE |
| 212385-112132 | WANDA POOLE | 214 COUNTRY CLUB ROAD | -\$38.70 | -\$51.45 | INSIDE |
| 212494-001326 | CASE EMBRY | 8 HIGHLAND PLACE | X | -\$275.65 | POOL |
| 210515-109912 | WILLIAM C ZIEREN | 109 JAMIE COVE | X | \$245.91 | SW ONLY |
| 212611-107654 | JIMMY P THOMPSON | 1014 MOLLY BARR ROAD | X | -\$44.37 | SW ONLY |
| 212853-112600 | TOM FITTS | 113 CLUBVIEW ROAD | -\$30.01 | -\$74.10 | OUTSIDE |
| TOTAL: | | | -\$3,484.42 | -\$8,539.91 | |

2. Request permission for Oxford Utilities employee to attend TVA/LPC Meeting in Knoxville, TN on September 20, 2021.

TVA and Local Power Companies (LPCs) have scheduled a meeting in Knoxville, TN on September 20, 2021. The meeting will consist of a small group of LPC managers and TVA executives. This fall meeting rotates around the Valley. This expense was included in FY2022 travel and training budget.

The estimated cost is \$157.00 for travel expenses and includes a hotel room since the meeting begins at 8AM.

There came on for consideration the matter of approving an interlocal cooperation agreement in connection with a project to be constructed in the City of Oxford, Mississippi and Lafayette County, Mississippi, and after a discussion of the subject matter, Alderman _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI APPROVING THE FORM OF AND AUTHORIZING SAID CITY TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH LAFAYETTE COUNTY, MISSISSIPPI IN CONNECTION WITH THE FINANCING OF THE COSTS OF INSTALLING AND CONSTRUCTING CERTAIN INFRASTRUCTURE IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF A RESIDENTIAL, COMMERCIAL, AND MIXED-USE DEVELOPMENT WITHIN SAID CITY AND SAID COUNTY THROUGH THE SALE AND ISSUANCE BY SAID CITY OF ITS TAX INCREMENT FINANCING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$5,250,000); AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Oxford, Mississippi (the "Governing Body"), acting for and on behalf of the City of Oxford, Mississippi (the "City"), is authorized by Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act"), to undertake redevelopment projects, including, but not limited to, the acquisition of project areas within the City, the removal of existing buildings and other improvements upon such project areas, the installation, construction or reconstruction of streets, utilities and site improvements on such project areas and/or preparatory work incidental thereto in order to encourage private redevelopment within the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized by the TIF Act to issue tax increment financing bonds to finance such redevelopment projects; and

WHEREAS, Oxford Farms, LLC (the "Developer") is in the process of developing a residential, commercial and mixed use development to be known as "Oxford Farms" which will include single and multi-family housing, student housing, assisted living, recreational uses, commercial uses and public green-spaces (the "Project") and will be located in the City and Lafayette County, Mississippi (the "County") on approximately two hundred (200) acres (the "TIF District"); and

WHEREAS, the Developer has requested that the City issue its tax increment financing bonds, in one or more taxable or tax exempt series, in a principal amount not to exceed Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000) (the "TIF Bonds") in order to finance the installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include the construction and installation of Oxford Way, a connector road from Oxford Farms to Belk Drive, and related costs, including, but not limited to, the installation and relocation of utilities such as water, electrical, and sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, rights-of-way, signalization, signage and street lighting, and related architectural/engineering fees,

attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"), and which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District; and

WHEREAS, pursuant to the TIF Act and Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Interlocal Act"), the Governing Body, acting for and on behalf of the City, is authorized to enter into an interlocal cooperation agreement with the County pursuant to which the County may agree to participate with the City in the financing of the Infrastructure Improvements; and

WHEREAS, the Developer has requested that the County participate with the City in the financing of the Infrastructure Improvements; and

WHEREAS, the City and the County have approved the *Tax Increment Financing Plan for Oxford Farms, City of Oxford, Mississippi, May 2021*; and

WHEREAS, the TIF Bonds will be issued from time to time pursuant to the TIF Act, the Interlocal Act, and subsequent resolutions of the Governing Body; and

WHEREAS, pursuant to the TIF Act and the Interlocal Act, the TIF Bonds will be secured by a pledge by the City of all of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the TIF Act) of the real and personal property comprising the TIF District, and the City's portion of the sales tax generated from the Project, excluding therefrom the City's special Food, Beverage and Hotel Tax and Tourism Tax (together, the "City's Tax Increment") and a pledge by the County of all of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" of the real and personal property comprising the TIF District (the "County's Tax Increment" and together with the City's Tax Increment, the "Tax Increment"); and

WHEREAS, the amount of the TIF Bonds which may be issued from time to time will be based upon the amount of debt which can be serviced with up to 75% of the actual and anticipated City Tax Increment necessary to service the debt on the Infrastructure Improvements and up to 75% of the actual and anticipated County Tax Increment necessary to service the debt on the costs of the construction and installation of the Oxford Way roadway only, including the percentage of the costs of the architectural and engineering fees and the percentage of the costs of issuance (including a debt service reserve fund and capitalized interest) attributable thereto; and

WHEREAS, as authorized by the TIF Act and the Interlocal Act, the City and the County will enter into an Interlocal Cooperation Agreement (the "Interlocal Agreement") pursuant to which the City will agree to issue the TIF Bonds from time to time and the City and the County will agree to pledge the Tax Increment for payment of debt service on the TIF Bonds; and

WHEREAS, there has been presented to the Governing Body at this meeting the form of the Interlocal Agreement setting forth the agreement of the City and the County in connection with the pledge of the Tax Increment as security for the TIF Bonds and related matters; and

WHEREAS, the Interlocal Agreement is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, the Board of Supervisors of the County adopted a resolution on August 16, 2021 authorizing the County to enter into the Interlocal Agreement and approving the form of the Interlocal Agreement; and

WHEREAS, in order to proceed with the sale and issuance of the TIF Bonds and the financing of the Infrastructure Improvements, it is necessary to approve and enter into the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The recitals contained in this resolution are incorporated herein as findings.

SECTION 2. This resolution is adopted pursuant to the TIF Act, the Interlocal Act and the Constitution of the State of Mississippi (the "State").

SECTION 3. Pursuant to the TIF Act and the Interlocal Act, the Governing Body, acting for and on behalf of the City, hereby authorizes the City to enter into the Interlocal Agreement with the County.

SECTION 4. The form of the Interlocal Agreement in the form submitted to this meeting and attached hereto as Exhibit A, shall be, and the same hereby is, approved in substantially said form. The Mayor of the City and the City Clerk of the City (the "City Clerk") are hereby authorized and directed to execute and deliver the Interlocal Agreement on behalf of the City with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 5. The City Clerk is hereby authorized, upon approval and execution by the County, to timely submit the Interlocal Agreement to the Attorney General of the State for approval and to file the Interlocal Agreement so approved with the Secretary of State and the Chancery Clerk of the County as required by Section 17-13-11, Mississippi Code of 1972, as amended.

SECTION 6. The TIF Bonds will be sold and issued from time to time pursuant to the terms and provisions of subsequent resolutions and proceedings of the Governing Body.

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

Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Rick Addy voted: _____
Alderman Mark Huelse voted: _____
Alderman Brian Hyneman voted: _____
Alderwoman Kesha Howell Atkinson voted: _____

Alderman Preston E. Taylor voted: _____
Alderman Jason Bailey voted: _____
Alderman John Morgan voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 17th day of August, 2021.

Mayor of the City of Oxford, Mississippi

ATTEST:

City Clerk of the City of Oxford, Mississippi

(SEAL)

60490977.v1

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

by and between

CITY OF OXFORD, MISSISSIPPI

and

LAFAYETTE COUNTY, MISSISSIPPI

Dated as of _____, 2021

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into as of _____ 1, 2021 (this "Agreement"), by and between the City of Oxford, Mississippi (the "City"), a body politic of the State of Mississippi (the "State"), and Lafayette County, Mississippi (the "County"), a body politic of the State;

WITNESSETH:

WHEREAS, pursuant to the Interlocal Cooperation Act of 1974, being Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Interlocal Act"), local governmental units (as defined in the Interlocal Act) are permitted to contract with one another to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act"), municipalities (as defined in the TIF Act) of the State, including the City and the County, are authorized to undertake redevelopment projects (as defined in the TIF Act) in connection with redevelopment plans (as defined in the TIF Act) within such municipalities in order to encourage private redevelopment therein and are authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, Section 17-13-7 of the Interlocal Act and Section 21-45-3(c) of the TIF Act authorize the City and the County to enter into an interlocal cooperation agreement and to agree to pledge certain sales and ad valorem taxes payable to both the City and the County in order to pay debt service on tax increment financing bonds issued by the City pursuant to the TIF Act in connection with such a redevelopment project; and

WHEREAS, Oxford Farms, LLC, a Mississippi limited liability company, and its affiliates, including any successors and/or assigns thereto (the "Developer"), is in the process of developing approximately 200 acres in the City and the County to include single and multi-family housing, student housing, assisted living, recreational uses, commercial uses and public green-spaces which development is to be known as "Oxford Farms" (the "Project"), as depicted on Exhibit A hereto and incorporated herein by this reference thereto (the "TIF District"); and

WHEREAS, the Developer has requested the City to issue its tax increment financing bonds (the "Bonds"), in one or more taxable or tax-exempt series, pursuant to the TIF Act in a principal amount of not to exceed Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000), in order to finance the cost of the installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include the construction and installation of Oxford Way, a connector road from Oxford Farms to Belk Drive as depicted on Exhibit B hereto (the "Oxford Way Road Construction"), and related costs, including, but not limited to, the installation and relocation of utilities such as water, electrical, and sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, rights-of-way, signalization, signage and street lighting, and related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively with the Oxford Way Road Construction, the "Infrastructure Improvements"), and which Infrastructure Improvements may be

constructed or installed within the TIF District or land adjacent to and serving the TIF District; and

WHEREAS, pursuant to the TIF Act and the Interlocal Act, the Bonds, if and when issued, will be secured by a pledge by the City of all of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the TIF Act) of the real and personal property comprising the TIF District (the "City's Ad Valorem Tax Increment"), and the City's portion of the sales tax generated from the Project, excluding therefrom the City's special Food, Beverage and Hotel Tax and Tourism Tax (the "City's Sales Tax Increment" and together with the City's Ad Valorem Tax Increment, the "City's Tax Increment") and a pledge by the County of all of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" of the real and personal property comprising the TIF District (the "County's Tax Increment" and together with the City's Tax Increment, the "Tax Increment"); and

WHEREAS, the City and the County have approved the *Tax Increment Financing Plan for Oxford Farms, City of Oxford, Mississippi, May 2021*; and

WHEREAS, the City and the County now desire to enter into this Agreement pursuant to the Interlocal Act and the TIF Act in order to, among other things, provide for (a) the issuance of the Bonds by the City in order to finance the costs of the Infrastructure Improvements, and (b) the pledge by the City and the County of the Tax Increment in order to secure and pay debt service on the Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the City and the County, subject to the terms hereof, hereby agree as follows:

1. The Bonds. Pursuant to a Development and Reimbursement Agreement, dated _____, 2021, by and between the City and the Developer (the "Development Agreement"), the City has agreed to issue the Bonds, from time to time, in one or more taxable or tax-exempt series, in the aggregate principal amount of not to exceed \$5,250,000, in order to finance the costs of the Infrastructure Improvements. The Bonds will be issued from time to time under and pursuant to the TIF Act, this Agreement, the Development Agreement and resolutions of the Mayor and Board of Aldermen of the City (the "Governing Body"). The amount of the Bonds to be issued from time to time by the City shall be determined based upon the amount of debt which can be serviced with up to 75% of the actual and anticipated City Tax Increment necessary to service the debt on the Infrastructure Improvements and up to 75% of the actual and anticipated County Tax Increment necessary to service the debt on only the costs of the Oxford Way Road Construction plus the percentage of the costs of issuance (including a debt service reserve fund and capitalized interest) attributable thereto; provided, however, that the debt service due and payable on the Bonds issued pursuant hereto shall be calculated based upon the formula attached hereto as Exhibit C. The County's obligation to pay debt service on the Bonds is limited in scope to the costs related solely to the construction and installation of the Oxford Way roadway including the percentage of the cost of the architectural and engineering fees attributable to the Oxford Way Road Construction and the percentage of the costs of the sale and issuance of the Bonds attributable thereto. No Bonds shall be issued until such time as the Infrastructure Improvements have been completed and

enough of the Project is complete to generate sufficient Tax Increment to pay debt service on such Bonds.

2. Term. This Agreement shall be for the term of the Bonds; provided, however, that this Agreement shall remain in full force and effect until such time as the principal of, premium, if any, and interest on any series of the Bonds or any bonds subsequently issued to refund any series of the Bonds are paid in full or until such time as this Agreement is otherwise terminated as provided herein. The final maturity date of any series of the Bonds shall be no later than fifteen (15) years from the date of the issuance of the last series of Bonds by the City; provided, however, that the City's obligation to issue any Bonds terminates eight (8) years from the date of the Development Agreement.

3. Purpose. This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the development of the Project, the financing of the Infrastructure Improvements through the issuance of the Bonds and the provision of security for and the payment of debt service on the Bonds.

4. Statutory Authority. The City and the County are authorized by Section 17-13-7 of the Interlocal Act and Section 21-45-3(c) of the TIF Act to jointly exercise and carry out the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement and are both local governmental units under the Interlocal Act and municipalities under the TIF Act.

5. Administration. This Agreement shall be administered as a joint undertaking of the City and the County. The creation of a separate entity is not required for the purposes of this Agreement. The City and the County authorize and direct the City, acting through its Governing Body, to (a) issue the Bonds, from time to time, in one or more series, to finance the costs of the Infrastructure Improvements and to pledge the Tax Increment for the payment of debt service on such Bonds as provided herein, (b) to reimburse itself and the Developer for advances made in connection with the installation and construction of the Infrastructure Improvements from the proceeds of the Bonds, (c) to enter into such agreements with the Developer and to do such other things in connection with the development of the Project and the installation and construction of the Infrastructure Improvements as it deems advisable, including, but not limited to, the review and approval of plans and specifications for the Project, without any further approval from the County, and (d) to use the Tax Increment to pay debt service on the Bonds.

6. Pledge of the Tax Increment. Pursuant to the TIF Act, the City is authorized to pledge the City's Tax Increment and the County is authorized to pledge the County's Tax Increment to secure and provide for the payment of the principal of, premium, if any, and interest on the Bonds. The City hereby agrees to pledge to the payment of the Bonds and the funding of a reserve fund, if any, in connection with a series of the Bonds (the "Reserve Fund"), the City's Tax Increment, until the Bonds or any bonds subsequently issued to refund the Bonds are paid in full. The County hereby agrees to pledge to the payment of the Bonds and the funding of the Reserve Fund, if any, the County's Tax Increment until the Bonds or any bonds subsequently issued to refund the Bonds are paid in full. The County hereby authorizes the City to pledge in the documents pertaining to the issuance of the Bonds, the County's Tax Increment for such period of time.

7. Collection and Deposit of the Tax Increment; Payment of the Bonds. The City and the County shall each act as their own agent for collection of the Tax Increment. The City shall collect the City's Ad Valorem Tax Increment and deposit it as provided herein. The City's Sales Tax Increment will be collected and distributed to the City pursuant to a separate agreement between the City and the Mississippi Department of Revenue. The County Tax Collector shall collect the County's Tax Increment and deposit it as provided herein. [Collection of the City's Tax Increment will commence upon the execution and delivery by the City of the Development Agreement. Collection of the County's Tax Increment will commence upon the sale and issuance of any series of the Bonds and shall continue until all Bonds or paid in full.]

The City Tax Increment shall be deposited by the City Clerk into a special fund to be known as "Oxford Farms/City of Oxford Tax Increment Fund" (the "City Tax Increment Fund") which fund shall be held separate and apart from any and all other funds of the City. The County Tax Increment shall be deposited by the County Tax Collector into a special fund to be known as "Oxford Farms/Lafayette County Tax Increment Fund" (the "County Tax Increment Fund") which fund shall be held separate and apart from any and all other funds of the County.

Once any Bonds have been issued by the City, the City will timely, but no later than sixty (60) days prior to any interest payment date for such Bonds, invoice the County for the County's portion of the debt service due and owing on such Bonds and its pro rata share of any Reserve Fund as described below. The County will, no later than thirty (30) days prior to any interest payment date for such Bonds, pay to the City from the County Tax Increment Fund the amount then due and owing from the County for payment of debt service on such Bonds and its pro rata portion of any Reserve Fund. The City will then deposit the County Tax Increment as collected and the City Tax Increment transferred from the City Tax Increment Fund to the credit of the bond fund or bond funds for the Bonds (the "Bond Fund"). The City and/or each Paying and Transfer Agent for the Bonds (the "Paying and Transfer Agent"), as appropriate, will invest monies in each Bond Fund pursuant to the direction of the City and will disburse monies in the Bond Fund pursuant to the terms of the resolution or resolutions of the Governing Body under which the Bonds will be issued (the "Bond Resolution"). Any surplus Tax Increment not needed to fund the Bond Fund for each series of the Bonds outstanding will be deposited by the City on a pro rata basis to the credit of any Reserve Fund which is not fully funded until such time as all Reserve Funds for the Bonds outstanding have been fully funded.

In the event that there shall be any surplus in the City Tax Increment Fund and/or the County Tax Increment Fund on December 31 of any year in which the Bonds are outstanding and such surplus Tax Increment is not needed to fund a Reserve Fund for the Bonds, then such surplus Tax Increment may be disbursed to the benefit of the entity holding such funds to be used for any lawful purpose. At the time of payment in full of the Bonds, whether by maturity or redemption, any moneys remaining in the Reserve Fund shall be distributed to the City and the County based on the percentages of Tax Increment from the City and the County deposited to the Reserve Fund. Notwithstanding anything herein to the contrary, any amounts in the Reserve Fund shall first be used to pay any amounts owing on the Bonds on the last principal and interest payment date for the Bonds or to reimburse the Developer for costs of the Infrastructure Improvements as provided in the Development Agreement.

8. Investment of Funds. The County shall direct the investment of amounts on deposit in the County Tax Increment Fund. The City shall direct the investment of amounts on deposit in funds held by the City or a Paying and Transfer Agent, including but not limited to, the City Tax Increment Fund, the Bond Fund and the Reserve Fund.

9. Annual Certifications. To the extent required by the TIF Act, the City and the County hereby agree that they will have their respective "clerks" as defined in the TIF Act annually provide the certification required by Section 21-45-21(2) of the TIF Act.

10. Termination. This Agreement shall terminate upon payment in full of the principal of, premium, if any, and interest on the Bonds issued by the City from time to time or any bonds subsequently issued to refund such Bonds, including the defeasance or redemption thereof.

11. Amendment. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement. No such amendment shall in any way effect the security for and the payment of the Bonds.

12. Miscellaneous.

(a) The City and the County hereby agree that this Agreement shall not become effective until it has been approved by the Governing Body of the City, the Board of Supervisors of the County and the Attorney General of the State as required by Section 17-13-11 of the Interlocal Act and until it has been filed with the Chancery Clerk of the County and the Secretary of State of the State.

(b) If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or part of a paragraph of this Agreement.

(c) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(d) This Agreement shall inure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

(e) This Agreement shall be governed as to validity, construction and performance by the laws of the State.

(f) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

(g) The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(h) No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the County.

(i) Any capitalized terms or other terms used herein and not defined herein shall have the meanings ascribed to them in the Bond Resolution.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the ____ day of _____, 2021.

(SEAL)

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

ATTEST

City Clerk

(SEAL)

LAFAYETTE COUNTY, MISSISSIPPI

By _____
President of the Board of Supervisors

ATTEST

Clerk of the Board of Supervisors

60490961.v1

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2021, within my jurisdiction, the within named Robyn Tannehill and Ashley Atkinson, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Oxford, Mississippi, and that for and on behalf of said city and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said city so to do.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Chad McLarty and Sherry Wall, respectively, who acknowledged they are the President and Clerk of the Board of Supervisors of Lafayette County, Mississippi, respectively, and that for and on behalf of said county and as its act and deed, they executed the above and foregoing instrument as of the date therein mentioned with actual execution on the date of this acknowledgment, after first having been duly authorized by said county so to do.

Notary Public

My Commission Expires:

EXHIBIT A
TIF DISTRICT

EXHIBIT B

INFRASTRUCTURE IMPROVEMENTS

The Infrastructure Improvements shall consist of the construction and installation of Oxford Way, a connector road from Oxford Farms to Belk Drive as depicted on the attached map, and related costs, including, but not limited to, the installation and relocation of utilities such as water, electrical, and sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, rights-of-way, signalization, signage and street lighting, and related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs.

(Map Attached)

EXHIBIT C

DEBT SERVICE CALCULATION

The County's share of debt service on the Bonds shall be limited to the its proportionate share of debt service on the Bonds necessary to service debt on the costs of the Oxford Way Road Construction plus the percentage of costs of issuance (including debt service reserves and capitalized interest, if any) attributable to the Oxford Way Road Construction calculated as follows:*

STEP 1: Percentage Oxford Way Road Construction Costs are to Overall Debt

Cost of Oxford Way Road Construction
(including proportionate share of issuance costs)

Costs of other Infrastructure Improvements
(including proportionate share of issuance costs)

Par amount of Bonds

Annual Debt service on Bonds assuming a 4% interest rate for 15 years

Oxford Way Road Construction Portion of debt service

STEP 2: Debt Service attributable to Oxford Way Road Construction

Total Debt Service x Oxford Way Road Construction Portion (\$ _____ x _____ % = \$ _____)

STEP 3: County's Proportionate Share of Debt Service

City Tax Increment

County Tax Increment

Total Tax Increment

County's proportionate share of Tax Increment \$ _____ ÷ \$ _____ = _____ %

STEP 4: County's Debt Service Payment

\$ _____ x _____ % = \$ _____

* All amounts are for illustrative purposes only.

There came on for consideration the matter of approving a development and reimbursement agreement in connection with the issuance of tax increment financing bonds of the City of Oxford, Mississippi and after a discussion of the subject matter, Alderman _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN SAID CITY AND OXFORD FARMS, LLC IN CONNECTION WITH A RESIDENTIAL, COMMERCIAL, AND MIXED-USE DEVELOPMENT WITHIN SAID CITY; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Oxford, Mississippi (the “Governing Body”), acting for and on behalf of the City of Oxford, Mississippi (the “City”), is authorized by Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “TIF Act”), to undertake redevelopment projects, including, but not limited to, the acquisition of project areas within the City, the removal of existing buildings and other improvements upon such project areas, the installation, construction or reconstruction of streets, utilities and site improvements on such project areas and/or preparatory work incidental thereto in order to encourage private redevelopment within the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized by the TIF Act to issue tax increment financing bonds to finance such redevelopment projects; and

WHEREAS, after notice and public hearing held on June 15, 2021, on July 6, 2021, the City adopted and approved that *Tax Increment Financing Plan for Oxford Farms, City of Oxford, Mississippi, May 2021* (the “TIF Plan”) and, in connection therewith, the Developer has begun developing approximately 200 acres in the City to include single and multi-family housing, student housing, assisted living, recreational uses, commercial uses and public green-spaces and will include the construction of Oxford Way, a connector road from Oxford Farms to Belk Drive in addition to the infrastructure necessary to support the development (all collectively, the “Project”). The Developer anticipates the total private investment will be in excess of \$100,000,000. The Project will be located on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the “TIF District”), and it will not include property that has already been improved by the Developer and placed on the tax rolls; and

WHEREAS, to facilitate such development, the Developer will construct Oxford Way, a connector road from Oxford Farms to Belk Drive as depicted on Exhibit B to the TIF Plan; and

WHEREAS, the TIF Plan permits the City to issue tax increment financing bonds in multiple taxable or tax-exempt series pursuant to the Act in a principal amount not to exceed Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000) (the “TIF Bonds”), and the proceeds of such TIF Bonds may be used to reimburse the Developer for the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include the installation and construction of Oxford Way (the “Oxford Way Construction”); and related costs, including, but not limited to, the installation, and relocation of

utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, rights of way, signalization, signage, and street lighting, related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, with the Oxford Way Road Construction, the "Infrastructure Improvements"); and

WHEREAS, Governing Body has received a Development and Reimbursement Agreement between the City and the Developer together with all exhibits thereto (the "Development Agreement"), setting forth the agreement of the City and the Developer in connection with (a) the construction and installation of the Project, (b) the construction and installation of the Infrastructure Improvements by the Developer; and (c) the reimbursement of the Developer for a portion of the Developer's expenditures in connection with the construction and installation of the Infrastructure Improvements from the sale and issuance of the TIF Bonds, from time to time; and

WHEREAS, the Development Agreement is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, in order to proceed with the sale and issuance of the TIF Bonds and the financing of the Infrastructure Improvements, it is necessary to approve the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The recitals contained in this resolution are incorporated herein as findings.

SECTION 2. This resolution is adopted pursuant to the TIF Act and the Constitution of the State of Mississippi.

SECTION 3. The Governing Body, acting for and on behalf of the City, hereby authorizes the City to enter into the Development Agreement by and between the City and the Developer.

SECTION 4. The form of the Development Agreement in the form submitted to this meeting and attached hereto as Exhibit 1 shall be, and the same hereby is, approved in substantially said form. The Mayor of the City (the "Mayor") and the City Clerk are hereby authorized and directed to execute and deliver the Development Agreement on behalf of the City with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 5. The Mayor and the City Clerk are hereby authorized and directed to execute such other documents, instruments and papers and to do such acts and things as may be necessary or advisable in connection with the TIF Bonds, the Infrastructure Improvements and the Project, subject to subsequent approval and ratification by the Governing Body.

SECTION 6. The TIF Bonds will be sold and issued from time to time pursuant to the terms and provisions of subsequent resolutions and proceedings of the Governing Body.

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

Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

- Alderman Rick Addy voted: _____
- Alderman Mark Huelse voted: _____
- Alderwoman Brian Hyneman voted: _____
- Alderman Kesha Howell Atkinson voted: _____
- Alderman Preston E. Taylor voted: _____
- Alderman Jason Bailey voted: _____
- Alderman John Morgan voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the ___ day of _____, 2021.

Robyn Tannehill, Mayor

City Clerk

EXHIBIT 1

DEVELOPMENT AGREEMENT

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT is made and entered into as of _____, 2021 (this “Agreement”), by and between the **CITY OF OXFORD, MISSISSIPPI** (the “City”), a body politic of the State of Mississippi (the “State”), and **OXFORD FARMS, LLC**, a Mississippi limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “Act”), the City is authorized to undertake redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private development and redevelopment therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, after conducting a public hearing on the matter as required by law, the Mayor and Board of Aldermen (the “Governing Body”) of the City adopted a *Tax Increment Financing Redevelopment Plan for the City of Oxford, Mississippi, August 2018* (the “Redevelopment Plan”), which Redevelopment Plan constitutes a qualified plan under the Act; and

WHEREAS, after notice and public hearing held on June 15, 2021, on July 6, 2021, the City adopted and approved that *Tax Increment Financing Plan for Oxford Farms, City of Oxford, Mississippi, May 2021* (the “TIF Plan”) and, in connection therewith, the Developer has begun developing approximately 200 acres in the City to include single and multi-family housing, student housing, assisted living, recreational uses, commercial uses and public green-spaces and will include the construction of Oxford Way, a connector road from Oxford Farms to Belk Drive in addition to the infrastructure necessary to support the development (all collectively, the “Project”), which Project will be located on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the “TIF District”), but will not include property that has already been improved by the Developer and placed on the tax rolls; and

WHEREAS, the Developer anticipates the total private investment will be in excess of \$100,000,000; and

WHEREAS, on July 6, 2021, the City indicated its intent to consider the sale and issuance of the tax increment financing bonds in order to finance all or a part of the costs of the Infrastructure Improvements (as defined below) pursuant to the request of the Developer and by virtue of such statutory authority as may now or hereafter be conferred by the Act and as described in the TIF Plan; and

WHEREAS, the TIF Plan permits the City to issue tax increment financing bonds in multiple taxable or tax-exempt series pursuant to the Act in a principal amount not to exceed Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000) (the “TIF Bonds”), and the proceeds of such TIF Bonds may be used to reimburse the Developer for the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include the installation and construction of Oxford Way, a connector road from Oxford Farms to Belk Drive as depicted on Exhibit B hereto (the “Oxford Way Road

Construction"); and related costs, including, but not limited to, the installation and relocation of utilities such as water, electrical, and sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, rights-of-way, signalization, signage and street lighting, and related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively with the Oxford Way Road Construction, the "Infrastructure Improvements"); and

WHEREAS, as authorized by the Act and Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), the City and Lafayette County, Mississippi (the "County") may enter into an Interlocal Cooperation Agreement pursuant to which the City will agree to pledge the Tax Increment (as defined below) for payment of debt service on the TIF Bonds, if and when issued; and

WHEREAS, if and when issued, the TIF Bonds will be secured solely by a pledge by the City of all of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the Act) of the real and personal property comprising the TIF District (the "City Ad Valorem Tax Increment"), and the City's portion of the sales tax generated from the Project, excluding therefrom the City's special Food, Beverage and Hotel Tax and Tourism Tax (the "City Sales Tax Increment" and together with the City Ad Valorem Tax Increment, the "City Tax Increment") and may be secured by the County's pledge of all or part of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" (as defined in the Act) of the real and personal property comprising the TIF District (the "County Tax Increment" and together with the City Tax Increment, as applicable, hereinafter collectively referred to as the "TIF Revenues"); and

WHEREAS, if and when TIF Revenues are sufficient to provide debt service on any TIF Bonds, to the extent possible, the TIF Bonds, as may be issued from time to time in one or more series, will be sized such that the Developer nets a total of up to \$4,500,000 after all costs of the City and County are paid, such amount being based upon up to 75% of the actual and anticipated City Tax Increment necessary to service the debt on the Infrastructure Improvements and up to 75% of the actual and anticipated County Tax Increment necessary to service the debt on the costs of the Oxford Way Road Construction plus the percentage of the costs of issuance (including a debt service reserve fund and capitalized interest) attributable thereto with debt service coverage (if required by a purchaser of the TIF Bonds) first coming from the remaining pledged 25% of the TIF Revenues; provided, however, that the City is not obligated nor does it guarantee to deliver to the Developer a total net of \$4,500,000 in TIF Bond proceeds; and

WHEREAS, the Infrastructure Improvements will be constructed by the Developer prior to the issuance of any series of TIF Bonds, which may be issued only when the TIF Revenues are sufficient to provide debt service on the TIF Bonds; and

WHEREAS, this Agreement is authorized by the Act; and

WHEREAS, it is necessary for the Developer to go forward with the acquisition, construction and installation of the Infrastructure Improvements in anticipation of the delivery of the TIF Bonds, and as required by the Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project

and the reimbursement to the Developer for all or a portion of the costs of the Infrastructure Improvements.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained, do hereby agree as follows:

1. UNDERTAKINGS OF THE CITY. Subject to the conditions herein stated, including but not limited to, sufficient TIF Revenues to provide debt service on any TIF Bonds, the City agrees as follows:

a. The City will implement such procedures with respect to the sale and issuance of the TIF Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act and the Interlocal Act.

b. The City will sell and issue, from time to time, the TIF Bonds which may be in multiple taxable or tax-exempt series in a total aggregate principal amount not to exceed Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the Purchaser (as hereinafter defined); provided, however, that the TIF Bonds will not be sold and issued until such time as the Developer has complied with the requirements of Section 3 hereof.

c. The sale of the TIF Bonds shall be by public or private negotiated sale to one or more purchasers (the "Purchaser") as determined in the sole discretion of the City.

d. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the TIF Bonds (collectively, the "Bond Resolution"), the proceeds from the sale of the TIF Bonds will be delivered to the City for handling and distribution as timely as possible according to the terms of this Agreement, the Bond Resolution and the Act.

e. The Bond Resolution will, among other provisions, provide that proceeds from the sale of the TIF Bonds shall go first to the City's (and County's if applicable) cost of issuance of the TIF Bonds; second, to establish any required debt service reserve fund and any fund needed for the initial capitalized payments of interest on the TIF Bonds; and third, to reimburse the Developer for Infrastructure Improvements depicted on and in the order of priority provided in Exhibit B attached hereto.

f. In accordance with the Act, the TIF Bonds shall mature at such time or times not to exceed fifteen (15) years from their date of issuance, may be subject to redemption at such times and at such premiums, and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution and in the sole discretion of the City, however, any TIF Bonds must be issued within eight (8) years of the date of this Agreement.

g. If and when TIF Revenues are sufficient to provide debt service on any TIF Bonds, the TIF Bonds, as may be issued from time to time in one or more series and subject to the limitations set forth herein, will be sized such that the Developer nets a total of up to

\$4,500,000 after all costs of the City and County are paid, such amount being based upon up to 75% of the actual and anticipated City Tax Increment necessary to service the debt on the Infrastructure Improvements and up to 75% of the actual and anticipated County Tax Increment necessary to service the debt on the costs of the Oxford Way Road Construction plus the percentage of the costs of issuance (including a debt service reserve fund and capitalized interest) attributable thereto; provided, however, that the debt service due and payable on the TIF Bonds issued pursuant hereto shall be calculated based upon the formula attached hereto as Exhibit C. Debt service coverage (if required by a Purchaser of the TIF Bonds) will first come from the remaining pledged 25% of the TIF Revenues. The amount of TIF Bonds which may be issued is dependent wholly upon the amount of TIF Revenues generated by the Project and the City is not obligated nor does it guarantee to deliver to the Developer a total net of \$4,500,000 in TIF Bond proceeds.

h. Costs of issuance for the TIF Bonds, including, but not limited to, the fees and expenses of the City's Counsel, City Bond Counsel, the City's Municipal Advisor and other professionals engaged by the City related to the issuance of any TIF Bonds shall be paid from the proceeds of the TIF Bonds.

i. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the TIF Bonds, the City may, in its discretion, submit the same for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended, and shall prosecute said validation proceedings and secure therein a final decree of the Chancery Court of Lafayette County, Mississippi, validating the TIF Bonds.

j. The City's obligation to reimburse the Developer under this Agreement is further limited to the actual costs to design, finance, install and construct the Infrastructure Improvements, and the City's obligation to expend funds or reimburse is expressly limited to funds available from TIF Bond proceeds derived from the sale and delivery of the TIF Bonds and available after distribution in accordance with Sections 1(d) and 1(e) of this Agreement.

k. [In accordance with Section 21-45-21(3) of the Act, from and after the approval of the TIF Plan until the TIF Bonds are issued, the City will establish a "Debt Service Reserve Fund" into which it will deposit the City Tax Increment. It is the parties' intention that the Debt Service Reserve Fund be used as a debt service reserve fund for the TIF Bonds, should such a reserve be required to sell the TIF Bonds on reasonable terms and conditions acceptable to the City.] In the event a Debt Service Reserve Fund is funded in whole or in part from TIF Bond proceeds, and to the extent permitted by State and Federal law and regulations, then that portion of the TIF Revenues not used towards funding the Debt Service Reserve Fund shall be used by the City and County for any lawful purpose. Additionally, to the extent permitted by State and Federal law and regulations, the final payment on the TIF Bonds shall be made from the TIF Revenues, if sufficient, and funds accrued in the Debt Service Reserve Fund, if any, shall be released to the Developer to the extent the Developer has not been reimbursed the full \$4,500,000 for allowable expenses of the Infrastructure Improvements. [In the event that the purchaser of the TIF Bonds does not require a Debt Service Reserve Fund, the parties agree that any

funds accrued in the Debt Service Reserve Fund prior to the issuance of the TIF Bonds shall be used by the City for any lawful purpose.]

l. Subject to the terms and conditions of this Agreement, the City hereby agrees that it will make reasonable efforts to issue and deliver the TIF Bonds in a timely manner and represents to the Developer that subject to (1) construction, completion and operation of the portion of the Infrastructure Improvements for which the Developer will seek reimbursement and the completion and operation of the portions of the Project is generating TIF Revenues sufficient to service the debt on the TIF Bonds to be issued, and (2) availability of adequate TIF Revenues to provide any debt service coverage required for such TIF Bonds, the City currently knows of no reason why the TIF Bonds will not be issued and delivered.

m. The City will issue the TIF Bonds as soon as the Developer is able to demonstrate to the satisfaction of the City that TIF Revenues will provide moneys sufficient to make the payments of principal and interest for such TIF Bonds based on, but not limited to, the following information: (i) a certificate of the Mississippi Department of Revenue, providing information regarding the actual “sales tax diversion” as defined in the Act, (ii) a certificate of the Tax Assessor of the County, regarding the actual “captured assessed value” as defined in the Act, (iii) projections of future City Ad Valorem Tax Increment and, as applicable, County Ad Valorem Tax Increment, by the Tax Assessor of the County (which projection may be obtained prior to the property on which said ad valorem tax revenues are projected being placed on the tax rolls of the County), or by a financial advisor or a consultant knowledgeable and experienced in making such projections, and (iv) projections of future City Sales Tax Increment by a financial advisor or a consultant knowledgeable and experienced in making such projections, based, in part, upon information provided by the Mississippi Department of Revenue; provided, however, that the City's obligation to issue TIF Bonds hereunder shall terminate eight (8) years from the date hereof.

n. The City makes no representations or warranties that at the time any TIF Bonds are sold, there will be willing buyers to purchase such TIF Bonds.

2. UNDERTAKINGS OF THE DEVELOPER. Subject to the conditions herein stated, the Developer agrees as follows:

a. At the expense of the Developer, the Developer, and/or its agents or assigns, will make commercially reasonable efforts to timely construct and install the Infrastructure Improvements in accordance with the building codes of the City and all other applicable laws and regulations of the City and as otherwise required under State law and applicable law. At Developer's expense, the Developer shall submit plans and specifications with respect to the Infrastructure Improvements and the Project to the City and such plans and specifications shall be subject to the approval of the City.

b. In connection with the construction and installation of the Project and the Infrastructure Improvements, the Developer and/or its agents or assigns will obtain all necessary approvals from all applicable City, State, federal and or governmental agencies.

c. The Infrastructure Improvements will be constructed and installed to City standards to allow for their dedication or conveyance to the City, if applicable.

d. Following their installation and construction, the Developer will dedicate or convey or have dedicated or conveyed to the City the Infrastructure Improvements, if applicable, and, if required by the nature of such Infrastructure Improvements, convey or have conveyed easements to the City in connection with such Infrastructure Improvements.

e. The Developer assumes the risk of proceeding with construction of the Project and the Infrastructure Improvements prior to sale and issuance of the TIF Bonds, and the Developer acknowledges and agrees that the City is not authorized or obligated to use its general fund to pay any part of the costs of the Project or the Infrastructure Improvements. In the event the TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditure made at the expense of the Developer.

f. The Developer shall maintain separate records on the costs of the Infrastructure Improvements in a manner acceptable to the City to allow it to account for costs eligible for reimbursement under this Agreement.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE TIF BONDS. In addition to the conditions precedent to the issuance of the TIF Bonds set forth in Section 1, the Developer acknowledges and agrees that the City's obligation to issue and close the TIF Bonds and reimburse the Developer pursuant to this Agreement is expressly subject to the condition precedent that the Developer (a) shall have obtained all required approvals in connection with the Infrastructure Improvements for which Developer seeks reimbursement; (b) shall have the plans and specifications for the Infrastructure Improvements for which Developer seeks reimbursement approved by the City; (c) shall, at the Developer's own costs, have completed acquisition, installation and construction of that portion of the Infrastructure Improvements for which Developer seeks reimbursement in compliance with the City's codes and ordinances; and (d) shall have completed enough of the Project to generate TIF Revenues sufficient to pay debt service on the TIF Bonds to be issued. Upon satisfaction of the requirements and conditions of this Agreement, the City agrees to timely sell and issue the TIF Bonds as soon the Developer is able to demonstrate to the satisfaction of the City that TIF Revenues will provide moneys sufficient to make the payments of principal and interest for such TIF Bonds as set forth in Section 1(m).

4. LIMITED OBLIGATION. The TIF Bonds will be limited obligations of the City and payable solely from the pledged TIF Revenues. Except for the pledged TIF Revenues, neither the faith, credit or taxing power of the City nor the faith, credit or taxing power of the State or any political subdivision thereof, including the City, will be pledged to the payment of the TIF Bonds.

5. TERMINATION. This Agreement shall terminate eight (8) years from the date hereof. This Agreement may also be terminated by written agreement of the parties hereto. Upon termination of this Agreement related to any failure to fulfill the conditions precedent in Section 3 above it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the City's Counsel and City's Bond Counsel in relation, directly or indirectly, to the sale and issuance of the TIF Bonds,

recognizing that the City does not have the authority to pay such costs except from the proceeds of the TIF Bonds.

6. ADDITIONAL PROVISIONS.

a. This Agreement has been made by the City and the Developer, and no person other than the foregoing and their agents, successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any Section or part of a Section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a Section of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective agents, successors and assigns.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer or their respective agents, successors or assigns; however, the Developer may make an assignment of its rights to receive TIF Bond proceeds under this Agreement by notifying the City of same in writing and without the necessity of obtaining the consent of the City.

Remainder of this page intentionally left blank. Execution page to follow.

**Execution page to
Development and Reimbursement Agreement
in Connection with the
Tax Increment Financing Plan for Oxford Farms**

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the ____ day of _____, 2021.

ATTEST:

CITY OF OXFORD, MISSISSIPPI

Mayor

**OXFORD FARMS, LLC
A Mississippi limited liability company**

By: _____

Andrew W. Callicutt, Manager

Exhibit A
(Attached)

OXFORD FARMS TIF PLAN EXHIBIT A

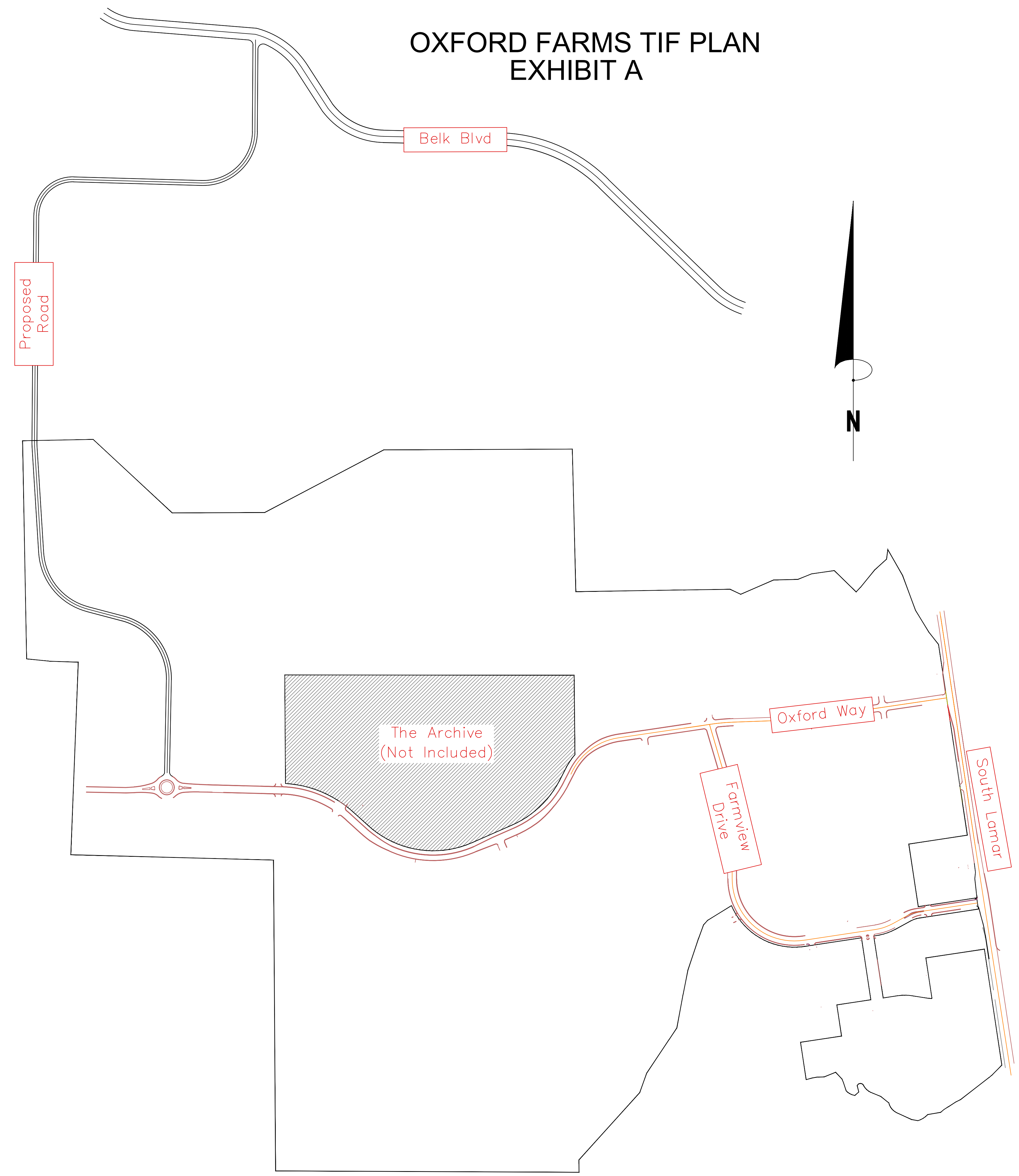


Exhibit B
(Map Attached)

OXFORD FARMS TIF PLAN
EXHIBIT B

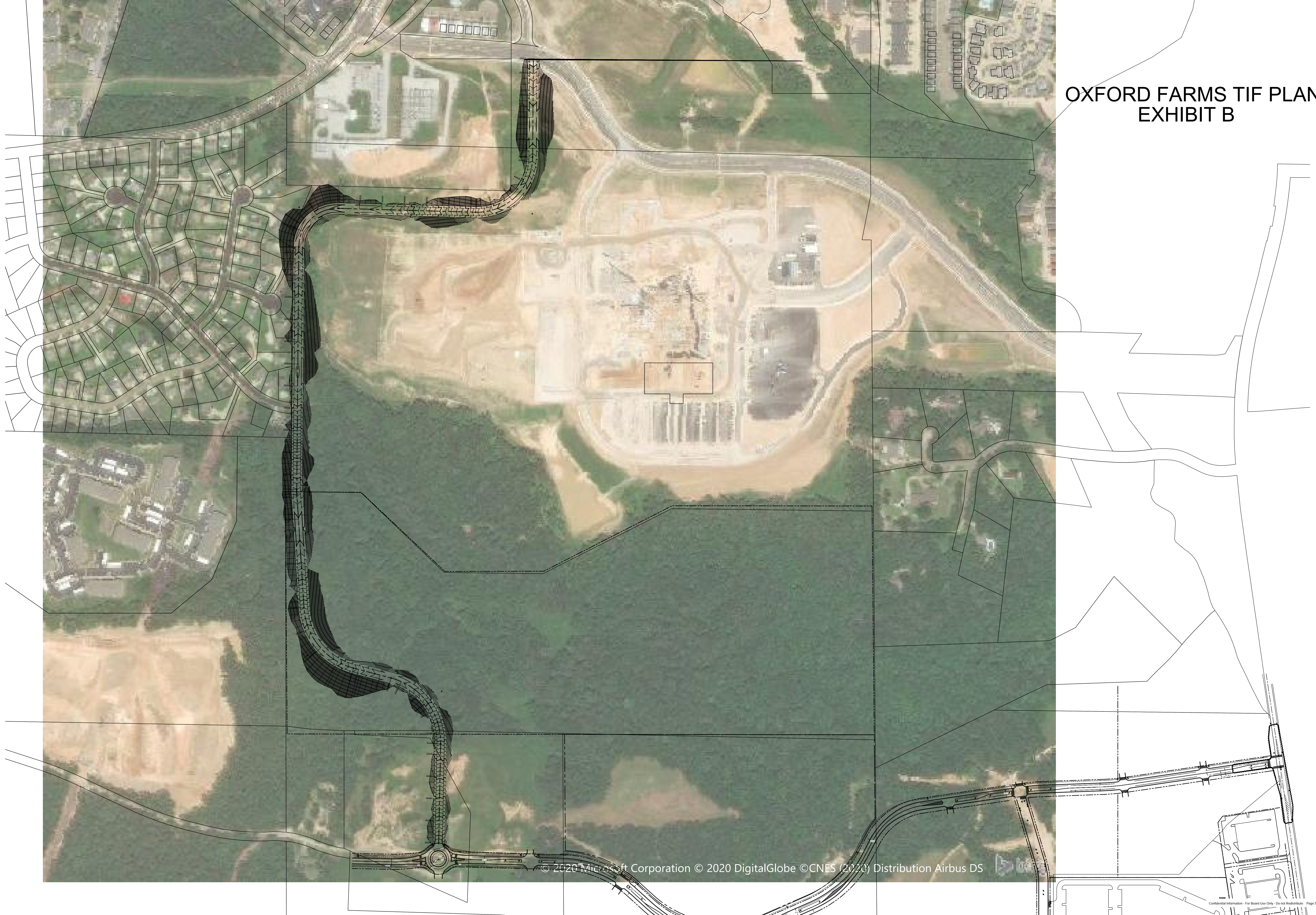


Exhibit C

The County's share of debt service on the TIF Bonds shall be limited to the its proportionate share of debt service on the TIF Bonds necessary to service debt on the costs of the Oxford Way Road Construction plus the percentage of costs of issuance (including debt service reserves and capitalized interest, if any) attributable to the Oxford Way Road Construction calculated as follows:*

STEP 1: Percentage Oxford Way Road Construction Costs are to Overall Debt

Cost of Oxford Way Road Construction
(including proportionate share of issuance costs)

Costs of other Infrastructure Improvements
(including proportionate share of issuance costs)

Par amount of Bonds

Annual Debt service on Bonds assuming a 4% interest rate for 15 years

Oxford Way Road Construction Portion of debt service

STEP 2: Debt Service attributable to Oxford Way Road Construction

Total Debt Service x Oxford Way Road Construction Portion (\$_____ x _____% = \$_____)

STEP 3: County's Proportionate Share of Debt Service

City Tax Increment

County Tax Increment

Total Tax Increment

County's proportionate share of Tax Increment $\$ ______ \div \$ ______ = ______ \%$

STEP 4: County's Debt Service Payment

\$_____ x _____% = \$_____

* All amounts are for illustrative purposes only.

Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655

June 2021

Dear Mayor Tannehill,

This letter is being submitted on behalf of the residents of Brittany Woods Subdivision, Oxford, MS. In light of recent events, we are writing to express our concerns about our safety, the safety of our family, friends and neighbors. On Wednesday, June 9th 2021, a significant number of us were trapped in our neighborhood and unable to leave due to the flooding.

The cause of this preventable and devastating incident was the lack of alternate access to the Buddy East Parkway. Kesha Howell-Atkinson has stated (for a year or more), the City of Oxford has been working and considering ways to get this done. Our neighborhood desperately needs a second northern point of ingress and egress to our community, connecting us directly to Buddy East Parkway. This flood made us realize, if other disasters befell our community, the grim results could be catastrophic.

We no longer have the luxury of time on our side. This is now, more than ever, a true public safety issue. We are urging you to make our request your top priority. You have the power and ability to prevent a foreseeable and inevitable tragedy. This is our formal request; our plea to you Mayor Tannehill, please provide alternate access from our neighborhood to Buddy East Parkway.

On behalf of the residents of Brittany Woods Subdivision, thank you in advance for your time and urgent attention to this matter.

Sincerely, *Quadir Hester* & Home Owners of Brittany Woods

-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|-------------------------|--------------------------|-------------|-------------------------|
| <i>Anthony Hilliard</i> | <i>4111 Cedar Crest</i> | <i>6/13</i> | <i>Anthony Hilliard</i> |
| <i>Debra Rose</i> | <i>2005 Brandywine</i> | <i>6/13</i> | <i>Debra Rose</i> |
| <i>William Johnson</i> | <i>2009 Briarside</i> | <i>6/13</i> | <i>William Johnson</i> |
| <i>Margaret Zell</i> | <i>1012 Suncrest Dr.</i> | <i>6/13</i> | <i>Margaret Zell</i> |

Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655

June 2021

Dear Mayor Tannehill,

This letter is being submitted on behalf of the residents of Brittany Woods Estates, Oxford, MS. In light of recent events, we are writing to express our concerns about our safety, the safety of our family, friends and neighbors. On Wednesday, June 9th 2021, a significant number of us were trapped in our complex and unable to leave due to the flooding.

The cause of this preventable and devastating incident was the lack of alternate access to the Buddy East Parkway. Kesha Howell-Atkinson has stated (for a year or more), the City of Oxford has been working and considering ways to get this done. Our complex desperately needs a second northern point of ingress and egress to our apartments, connecting us directly to Buddy East Parkway. This flood made us realize, if other disasters befell our community, the grim results could be catastrophic.

We no longer have the luxury of time on our side. This is now, more than ever, a true public safety issue. We are urging you to make our request your top priority. You have the power and ability to prevent a foreseeable and inevitable tragedy. This is our formal request; our plea to you Mayor Tannehill, please provide alternate access from our apartment complex to Buddy East Parkway.

On behalf of the residents of Brittany Woods Estates, thank you in advance for your time and urgent attention to this matter.

Sincerely, *Quinn Hutten & Homeowners of Brittany Woods*

-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|---------------------------|-------------------------|----------------|---------------------------|
| <i>April Gray</i> | <i>425 Brittany DR</i> | <i>6/12/21</i> | <i>April Gray</i> |
| <i>Paola Johnson</i> | <i>910 Brittany Dr.</i> | <i>6-12-21</i> | <i>Paola Johnson</i> |
| <i>Kenneth Vuxter Jr.</i> | <i>912 Brittany Dr</i> | <i>6-12-21</i> | <i>Kenneth Vuxter Jr.</i> |
| <i>Jessica Flowers</i> | <i>900 Brittany Dr.</i> | <i>6-12-21</i> | <i>Jessica Flowers</i> |

Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655

June 2021

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On behalf of the residents of Brittany Woods Estates, thank you in advance for your time and urgent attention to this matter.

Sincerely, *Quadis Hutten* & Home owners of Brittany woods

-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|-----------------------|------------------|------|------------------------------|
| Alex Franco | 904 Brittany Dr | 6/12 | <i>Alex Franco</i> |
| Helen Fisher | 904 Brittany Dr. | 6/12 | <i>Helen Fisher</i> |
| Latrease Hawkins | 411 Brittany Dr | 6/12 | <i>Latrease Hawkins</i> |
| Daniel St. Hendrix Sr | 1409 Haden Dr | 6/12 | <i>Daniel St. Hendrix Sr</i> |

23
Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655

June 2021

Dear Mayor Tannehill,

This letter is being submitted on behalf of the residents of Brittany Woods Subdivision, Oxford, MS. In light of recent events, we are writing to express our concerns about our safety, the safety of our family, friends and neighbors. On Wednesday, June 9th 2021, a significant number of us were trapped in our neighborhood and unable to leave due to the flooding.

The cause of this preventable and devastating incident was the lack of alternate access to the Buddy East Parkway. Kesha Howell-Atkinson has stated (for a year or more), the City of Oxford has been working and considering ways to get this done. Our neighborhood desperately needs a second northern point of ingress and egress to our community, connecting us directly to Buddy East Parkway. This flood made us realize, if other disasters befell our community, the grim results could be catastrophic.

We no longer have the luxury of time on our side. This is now, more than ever, a true public safety issue. We are urging you to make our request your top priority. You have the power and ability to prevent a foreseeable and inevitable tragedy. This is our formal request; our plea to you Mayor Tannehill, please provide alternate access from our neighborhood to Buddy East Parkway.

On behalf of the residents of Brittany Woods Subdivision, thank you in advance for your time and urgent attention to this matter.

Sincerely, *Guain Hutchins & Home Owners of Brittany Woods*

-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|-----------------------------------|-------------------------|----------------|------------------------|
| <i>Guain & Bobby Hutchins</i> | <i>1004 Suncrest</i> | <i>6/12/21</i> | <i>Guain Hutchins</i> |
| <i>Latoya Williams</i> | <i>1008 Suncrest St</i> | <i>6/12/21</i> | <i>Latoya Williams</i> |
| <i>Bobby Jones</i> | <i>5000 Forrest Cir</i> | <i>6-12-21</i> | <i>Bobby Jones</i> |
| <i>Taiwana Simmons</i> | <i>5004 Forrest Cir</i> | <i>6/12/21</i> | <i>Taiwana Simmons</i> |

Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655

June 2021

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Sincerely, *Quinn Hutten* & Home Owners of Brittany Woods

-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|------------------|---|---------|-------------------------|
| Jasmine Blackmon | 1013 Suncrest Dr. Oxford MS Apt A. 38655 | 6/12/21 | <i>Jasmine Blackmon</i> |
| Milton Delane | 1019 Suncrest St | 6/12/21 | <i>Milton Delane</i> |
| Mike Lewis | 5005 Forrest Cr. | 6/12/21 | <i>Mike Lewis</i> |
| Barbara Vojtko | 5001 Forrest Cr. | 6-12-21 | <i>Barbara Vojtko</i> |

Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655

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Sincerely, *Quadir Hutchen* & Home Owners of Brittany Woods

-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|--------------------|---------------------|----------|--------------------|
| Lad Bankston | 1002 Suncrest St. | 6/12/21 | <i>[Signature]</i> |
| Summer Bankston | 1002 Suncrest St. | 6/12/21 | <i>[Signature]</i> |
| Katara Henderson | 2004 Brandywine Dr. | 6/12/21 | <i>[Signature]</i> |
| <i>[Signature]</i> | 2006 Brandywine Dr. | 06-12-21 | Gloria J. Chatham |

Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655

June 2021

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Sincerely, *Quinn Henderson & Home Owners of Brittany Woods*

-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|--------------------------|----------------------------|----------------|------------------------|
| <i>Sandra Herod</i> | <i>5002 Forrest Circle</i> | <i>6/12/21</i> | <i>Sandra Herod</i> |
| <i>Patricia Torres</i> | <i>1021 Suncrest Dr</i> | <i>6/12/21</i> | <i>Patricia Torres</i> |
| <i>Toni D. Avant</i> | <i>2012 Brandywine Dr.</i> | <i>6/12/21</i> | <i>Toni D. Avant</i> |
| <i>Auster & Gues</i> | <i>2017 Braifield Dr</i> | <i>6/12/21</i> | <i>Gues / Auster</i> |

Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655

June 2021

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Sincerely, *Quadin Huttenlocher, Homeowners of Brittany Woods*

-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|----------------------|-------------------------|----------------|----------------------|
| <i>Jw. S. Corner</i> | <i>1206 Brittany Dr</i> | <i>6/11/21</i> | <i>Jw. S. Corner</i> |
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Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655

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Sincerely, *Quelin Hutcheson & Home Owners of Brittany Woods*

-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|----------------------|-------------------------|----------------|--------------------|
| <i>Chiquita Dean</i> | <i>1207 Debbie Lane</i> | <i>6-13-21</i> | <i>[Signature]</i> |
| | | | |
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| | | | |

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Oxford, MS 38655

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Sincerely, *Quain Hutten* & Home Owners of Brittany Woods



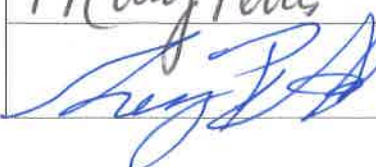
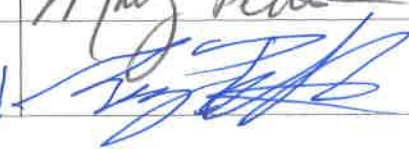
-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|------------------------|-------------------------------|-------------|------------------------|
| <i>Shanita Blasser</i> | <i>1028 Suncrest St</i> | <i>6/14</i> | <i>Shanita Blasser</i> |
| <i>Brandon Hoey</i> | <i>700 Brittany Dr. Apt F</i> | <i>6/14</i> | <i>Brandon Hoey</i> |
| | | | |
| | | | |

| Name | Address | Date | Signature |
|-------------------|-----------------------|---------|-------------------|
| Laura Gillom | 2003 Brandywine Dr. | 6/12/21 | Laura Gillom |
| Isabel Canales | 2008 Brandywine Dr | 6/12/21 | Isabel Canales |
| Edward Rockette | 2015 Briarfield Cv | 6/12/21 | Edward Rockette |
| Francis Brick | 2011 Briarfield Cove | 6/12/21 | Francis Brick |
| Annie Hodge | 2013 Briarfield Cv. | 6/12/21 | Annie Hodge |
| Vonda C. Aguilera | 2019 Brandywine Drive | 6-12-21 | Vonda C. Aguilera |
| Santana Bradford | 2016 Brandywine Dr | 6-12-21 | Santana Bradford |
| Ora Redmond | 2621 Brandywine Dr | 6-12-21 | Ora Redmond |
| Willie S. Johnson | 2020 Brandy Wine Dr. | 6/12/21 | Willie S. Johnson |
| Eddie Sue Piques | Hillmont Dr | 12-21 | Eddie Sue Piques |
| Zelma Brown | 1016 Suncrest | 6-12-21 | Zelma Brown |
| Mimi Kussel | 1007 Suncrest | 6/12/21 | Mimi Kussel |
| Ty Carothers | 1009 suncrest dr | 6/12/21 | Ty Carothers |
| Valerie M. Mathis | 1018 suncrest Drive | 6/12/21 | Valerie M. Mathis |
| Karen Holmes | 1022 Suncrest Dr | 6/12/21 | Karen Holmes |
| Floretta Certian | 1040 Suncrest Drive | 6/12/21 | Floretta Certian |
| Beverly Martin | 3001 Hillmont Dr | 6-12-21 | Beverly J. Martin |
| Tikeyna Sims | 34A CR 2003 | 6/12/21 | Tikeyna Sims |
| Mona Mae | 1031 suncrest | 6/12/21 | Mona Mae |

| Name | Address | Date | Signature |
|------------------|----------------------|-----------|------------------|
| Kimberly Johns | 1015 Suncrest Drive | 6/13/21 | Kimberly Johns |
| Jylisa Richmond | 4005 Cedarcrest Dr | 6/13/2021 | Jylisa Richmond |
| Bonnie Shepherd | 4023 Woodglenn Cove | 6/13/2021 | Bonnie Shepherd |
| Jasmine Burford | 4025 Woodglenn Cove | 6/13/2021 | Jasmine Burford |
| Annie C Gray | 4001 Woodglenn Cove | 6-13-21 | Annie C Gray |
| Dorothy Hutchins | 2032 Brandys DR | 6/13/21 | Dorothy Hutchins |
| DAVE | 2030 brandy wine DR | 6/13/21 | DAVE |
| Chara Fin | 2628 brandy wine DR | 6-13-21 | Chara Fin |
| Peggy McDown | 2026 Brandywine Dr | 6-13-21 | Peggy McDown |
| Karen Linn | 3010 Hillmont Dr | 6-13-21 | Karen Linn |
| Sandra Gentry | 3008 Hillmont Dr | 6-13-21 | Sandra Gentry |
| Dondre Gathin | 3011 Hillmont Dr | 6-13-21 | Dondre Gathin |
| JaShawn McGee | 3007 Hillmont Dr | 6/13/21 | JaShawn McGee |
| Marta Castro | 3005 Hillmont Dr | 6/13/21 | Marta Castro |
| Carey Ann Thomas | 3002 Hillmont Dr | 6-13-21 | Carey Ann Thomas |
| DAVE | 3004 Hillmont Dr | 6-13-21 | DAVE |
| JoAnn Mathis | 1003 Suncrest Street | 6-13-21 | JoAnn Mathis |
| Yakeene Fox | 1005 Suncrest Dr | 6-13-21 | Yakeene Fox |
| Brenda Jones | 1034 Suncrest | 6/13/21 | Brenda Jones |

| Name | Address | Date | Signature |
|------------------|-----------------------|---------|---|
| Clayton Brown | 1029 Suncrest | 6/12/21 | |
| Milton James | 1035 Suncrest | 6/12/21 |  |
| Casey Bowco Jr. | 1036 Suncrest | 6/12/21 | Casey Bowco Jr. |
| Mary Carrothers | 1038 Suncrest | 6/12/21 | Mary Carrothers |
| Adrian Jones | 4000 Cedarcrest Drive | 6/12/21 |  |
| Earnestine Jones | 4002 Cedarcrest Dr. | 6/12/21 | Earnestine Jones |
| Chris Mathis | 4006 Cedarcrest dr. | 6/12/21 | Chris Mathis |
| Lisa Walls | 4008 Cedarcrest dr. | 6/12/21 | Lisa Walls |
| Viola Price | 4010 Cedarcrest Dr | 6/12/21 | Viola Price |
| David Price | 4010 Cedarcrest Dr | 6/12/21 | David Price |
| Carrie Mitchell | 4110 Cedarcrest Dr. | 6/12/21 | Carrie Mitchell |
| Teresa Perkin | 4019 Wood Glen Cove | 6/12/21 | Teresa J Perkin |
| Ries Coleman | 4102 Cedarcrest Drive | 6/12/21 | Ries Coleman |
| Lamar Regues | 2023 Brandywine | 6-12-21 | Lamar Regues |
| Nikki Wilson | 30 County Rd 309 | 6/12/21 | Nikki Wilson |
| Jamie Fox | 2004 Brandywine Dr | 6/12/21 | Jamie Fox |
| Chris Bean | 2002 Brandywine Dr | 6-12-21 | Chris Bean |
| Clyde Hetchaw | 2032 Brandywine dr | 6-12-21 | Clyde Hetchaw |
| Nakia Carrothers | 1000 Suncrest St | 6-12-21 | Nakia Carrothers |

| Name | Address | Date | Signature |
|--|---------------------------------------|---------|---|
| Bartolo Soto | 1001 Suncrest Drive | 6-12-21 |  |
| Kathlyn Campbell | 1066 Suncrest Drive | 6-12-21 | Ke |
| Alice McJunkins | 1048 Suncrest Dr. | 6/12/21 | A.M. |
| Pegues, Cedric | 1014 Suncrest Drive | 6/12/21 |  |
| Perry, IRA | 1024 SunCrest | 6-12-21 | Py |
| Mark Anisow | 1026 Suncrest | 6-12-21 | un Alek |
| P.T. Zinn | 1030 Suncrest DR | 6-12-21 | P.T. Zinn |
| Minnie Alford | 4001 Cedarcrest Dr. | 6/12/21 | Minnie Alford |
| Charles E. Smith | 4003 Cedarcrest Dr | 6/12/20 | Charles E. Smith |
| Emice K. Smith | 4003 Cedarcrest Dr. | 6/12/20 | Emice K. Smith |
| Angela Washington | 4007 Cedar crest | 6/12/21 | Angela Washington |
| Ira Washington | 4007 Cedar crest | 6-12-21 | Ira Washington |
| Ashala Mathis | 4006 Cedar crest | 6-12-21 | Ashala Mathis |
| Glenda Gilla | 4009 Cedar Crest | 6-11-21 | Glenda Gilla |
| Barbara Lee | 4113 Cedarcrest Dr. | 6/11/21 | Barbara Lee |
| Rachel Hickinbottom | 4018 Woodglen Cove | 6-11-21 | Rachel Hickinbottom |
| Joyce Lawrence | 4015 Woodglen Cove. | 6-12-21 | Joyce Lawrence |
| May Pette | 2029 Brandynest Pt. Oxford MS 3865 | 6/12/21 | May Pette |
|  | 2029 Brandynest Oxford, MS 3865 | 6-12-21 |  |

| Name | Address | Date | Signature |
|--------------------|---------------------|---------|--------------------|
| Shandon Coleman | 207 sand Hill DR | 6/12/21 | Shandon Coleman |
| Rayford pegues | 17CR 4058 | 6/12/21 | Rayford pegues |
| Lee A. Heron | 700 E BRITTANY | 6/12/21 | Lee A. Heron |
| Yvonne Harris | 1002 Eastover Dr. | 6/12/21 | Yvonne Harris |
| Armarjio Leswe | 800C Brittany Pr | 6/12/21 | Armarjio Leswe |
| Jenilla Robinson | 1300 Hoden Drive | 6/14/21 | Jenilla Robinson |
| Vaterkus Polk | 1201 Debbie Lane | 6/14/21 | Vaterkus Polk |
| Felicia Perry | 1112 Debbie Lane | 6/14/21 | Felicia Perry |
| Jason Tallie | 908 Brittany Drive | 6/14/21 | Jason Tallie |
| Yevanich Collins | 214 Sand Hill Drive | 6/14/21 | Yevanich Collins |
| Morganella Jeffers | 417 Brittany Drive | 6/14/21 | Morganella Jeffers |
| Marybeth Lee | 712 Bethlehem Rd. | 6/14/21 | Marybeth Lee |
| Andrew Randy | 1208 Debbie Lane | 6/14/21 | Andrew Randy |
| Austin Scott | 1104 Debbie Ln | 6/14/21 | Austin Scott |
| Bri Dicksworth | 301 BRITTANY DR. | 6/14/21 | Bri Dicksworth |
| Collett Paoston | 901 Brittany Dr | 6/14/21 | Collett Paoston |
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| Name | Address | Date | Signature |
|-------------------------------|----------------------------------|--------------------|---------------------|
| Thomas M... Serina Perkins | 801 Brigado rd 1108 Debbie Ln | 6/12/21 6/12/21 | |
| Juan Weathers | 1601 Breane Lane | 6/12/21 | Juan Weathers |
| Clinton Phillips | 100 Sand Hill Dr | 2/12/21 | |
| Yveshia Smith | 423 Brittany Drive | 6/12/21 | Yveshia Smith |
| Kamika Alvarenga | 904 Brittany DR | 6-12-21 | Kamika Alvarenga |
| Lit Terrace Bernard | 907 Brittany Dr | 6-12-21 | Lit Terrace Bernard |
| Lata Jones | 700d Brittany Dr | 6-12-21 | Lata Jones |
| Melanie King | 1102 Debbie Ln. | 6-12-21 | Melanie King |
| Judy G... 6-12-21 | 401 Brittany Dr | 6-13-21 | Judy G... |
| Phyllis Charles | 424 424 Brittany DR | 6-14-21 | Phyllis Charles |
| Jharicholas Hunt | 800 E Brittany dr | 6-14-21 | J. Hunt |
| Kemie Dixon | 1109 Debbie Lane | 6-14-21 | Kemie Dixon |
| Tahaki Burton | 1208 Debbie Lane | 6-14-21 | Tahaki Burton |
| Demetria Harris | 1720 Broome Loop | 6-14-21 | Demetria Harris |
| Kenny Jones | 702A Brittany | 6/14/21 | Kenny Jones |
| Shawanda Barson | 1302 Haden Ln | 6/14/21 | Shawanda B |
| Ken | 800 Brittany Dr | 6-14 | Ken |
| Tammy Johnson | 1110 Debbie Lane | 6-14 | Tammy Johnson |

| Name | Address | Date | Signature |
|------------------|------------------------|------------|------------------|
| Demetrius Poe | 2010 Brandyswine rd | June 13/14 | Demetrius Poe |
| David Poe | 2010 Brandyswine rd | June 13, | David Poe |
| Carrie Jones | 5003 Forest Cir | 6/13 | Carrie Jones |
| Tony Lawrence | 4108 Cedarcrest Dr | 6/14 | Tony Lawrence |
| Betty McEneaney | 662 533-8954 | 6/14 | |
| James Whitwell | 4007 Cedar Crest | 6/14 | James Whitwell |
| James Whitwell | 4007 Cedar Crest | | |
| Andrea Gross Sr. | 4025 WoodGlenn Cove | 6/14 | Andrea Gross Sr. |
| Zion Pagan | 3016 Cannon RD | 6/14 | Zion Pagan |
| Ashley Jenkins | 2001 Brandyswine Drive | 6/14 | Ashley Jenkins |
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Mayor Robyn Tannehill
107 Courthouse Square
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Sincerely,

-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|-----------------|-----------------|---------|-----------------|
| Kaneta Burnette | 401 Eastover Dr | 7/30/21 | Kaneta Burnette |
| Katera Burnette | 401 Eastover Dr | 7/30/21 | Katera Burnette |
| Kemara Burnette | 401 Eastover Dr | 7/30/21 | Kemara Burnette |
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| Name | Address | Date | Signature |
|------------------|----------------------------|---------|-------------|
| Kinisha Fountain | 404 Eastover Dr Oxford, MS | 7/30/21 | K. Fountain |
| Jacob Fountain | 404 Eastover Dr Oxford, MS | 7/30/21 | K. Fountain |
| Cayden Fountain | 404 Eastover Dr Oxford, MS | 7/30/21 | K. Fountain |
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-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|-------------|------------------|---------|-------------|
| Susan Comer | 903 Eastover Dr. | 7-29-21 | Susan Comer |
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Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655

June 2021

Dear Mayor Tannehill,

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The cause of this preventable and devastating incident was the lack of alternate access to the Buddy East Parkway. Kesha Howell-Atkinson has stated (for a year or more), the City of Oxford has been working and considering ways to get this done. Our complex desperately needs a second northern point of ingress and egress to our apartments, connecting us directly to Buddy East Parkway. This flood made us realize, if other disasters befell our community, the grim results could be catastrophic.

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On behalf of the residents of Eastover, thank you in advance for your time and urgent attention to this matter.

Sincerely,

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| Name | Address | Date | Signature |
|---------------|------------------|---------|---------------|
| Josie Johnson | 1103 Eastover Dr | 7-29-21 | Josie Johnson |
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| Name | Address | Date | Signature |
|--------------|--------------|---------|--------------|
| Dennis Dowdy | 503 Eastover | 7-30-21 | Dennis Dowdy |
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Sincerely,

Dolores Stein All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|---------------|---------------------|---------|---------------|
| Dolores Stein | 1203 Eastover DR | 7-30-21 | Dolores Stein |
| Michael Stein | 1203 Eastover Drive | 7-30-21 | Michael Stein |
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| Name | Address | Date | Signature |
|--------------|----------------------------|---------|--------------|
| Carlos Lyons | 501 Eastover Dr. Oxford MS | 7/30/21 | Carlos Lyons |
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Mayor Robyn Tannehill
107 Courthouse Square
Oxford, MS 38655

June 2021

Dear Mayor Tannehill,

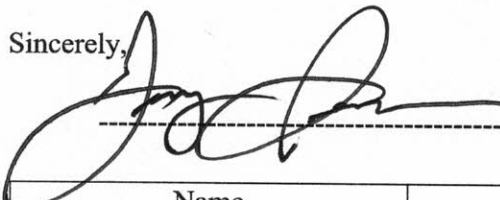
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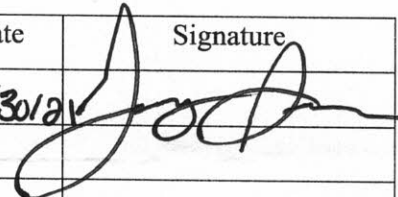
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-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|--------------|--------------------------------------|---------|---|
| Geary Pegues | 1303 Eastover Dr Oxford, MS 38655 | 7/30/21 |  |
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| Name | Address | Date | Signature |
|----------------|---------------|---------|----------------|
| Michelle Young | 1003 Eastover | 7/25/21 | Michelle Young |
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-----All Signed Beyond This Statement-----

| Name | Address | Date | Signature |
|-------------------|-----------------|---------|-------------------|
| Floretha Hilliard | 904 Eastover Dr | 7-30-21 | Floretha Hilliard |
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| Name | Address | Date | Signature |
|--------------|-----------------|---------|--------------|
| Ignacio Juma | 504 eastover Dr | 7/29/21 | Ignacio Juma |
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| Name | Address | Date | Signature |
|-----------------|---------------------------------|---------|-----------------|
| Josephine Sykes | 203 Eastover DR Oxford 38655 | 7/30/21 | Josephine Sykes |
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| Name | Address | Date | Signature |
|--------------|---------------------|---------|--------------|
| Pamela Brady | 1302 Eastover Drive | 7/30/21 | Pamela Brady |
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HAZARD MITIGATION GRANT PROGRAM AGREEMENT

Under this Agreement, the interests and responsibilities of the Grantee, herein after referred to as the State, will be executed by the Mississippi Emergency Management Agency. The individual designated to represent the State is Stephen C. McCraney, Governor's Authorized Representative (GAR). The Subgrantee to this Agreement is Oxford, City Of. The interests and responsibilities of the Subgrantee will be executed by the Subgrantee's designated applicant's agent.

Pursuant to the Hazard Mitigation Grant 4268-11, (FEMA Project Number) funds in the amount of \$431,699.15 are hereby awarded to the Subgrantee as stated below under the following conditions:

| | | |
|------------------------------|---------------------|----------------|
| Approved Total Project Cost: | <u>\$575,598.87</u> | |
| Federal Cost Share: | <u>\$431,699.15</u> | <u>75.00 %</u> |
| State Cost Share: | <u>\$0.00</u> | <u>0.00 %</u> |
| Local Cost Share: | <u>\$143,899.72</u> | <u>25.00 %</u> |

The Federal cost share may not be greater than 75% of the approved Federal project cost and the non-Federal share (State and Local cost share combined) may not be less than 25% of the approved Federal project cost.

The Subgrantee agrees that:

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

6. The Subgrantee will establish and maintain a proper accounting system to record expenditure of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.
7. The local cost share funding will be available within the specified time.
8. The Subgrantee will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
9. The Subgrantee will return to the state, within 15 days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Subgrantee.
10. The Subgrantee will comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance as appropriate.
11. The Subgrantee will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.
12. The Subgrantee will comply with all federal and state statutes and regulations relating to non-discrimination. The Subgrantee will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subgrantee actions pursuant to this Agreement.
13. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
14. The Subgrantee will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.
15. The Subgrantee will comply with the National Flood Insurance Program and the community's flood protection ordinance.
16. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
17. The Subgrantee will not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.
18. The Subgrantee will provide the Grantee copies of audit reports that include funds provided under this agreement.
19. The Subgrantee agrees that the disaster relief project contained in this Agreement will be completed by __October,22,2022_____. Completion dates may be extended upon

justification by the Subgrantee and approval by the Governor's Authorized Representative.

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

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

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

Stephen C. McCraney
Governor's Authorized Representative

Subgrantee's Authorized Representative

Date

Date

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, WITH REFERENCE TO FIXING THE TAX RATE OR LEVY FOR THE MUNICIPALITY AND FOR ANY OTHER AREA SUBJECT TO TAXES OF THE MUNICIPALITY AND IN THE OXFORD MUNICIPAL SEPARATE SCHOOL DISTRICT, IN ACCORDANCE WITH SECTION 21-33-45 OF THE MISSISSIPPI CODE OF 1972 AS AMENDED AND OTHER SECTIONS OF SAID CODE.

Be it resolved by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, that the tax rate or levy of the municipality of the City of Oxford, Mississippi, and of the Oxford Municipal Separate School District shall be for the following purposes and amounts:

CITY OF OXFORD – 2021-2022

| | Proposed Mill Rate | Authority |
|-------------------------------|-----------------------|---------------|
| General Fund | 22.35 | 21-33-45 |
| Parks & Recreation | 2.00 | 21-37-43 |
| Library | .74 | 39-3-7 |
| 2012 General Obligation | .94 | 21-33-45 |
| 2009 General Obligation | .74 | 21-33-45 |
| 2015 General Obligation | 1.38 | 21-33-45 |
| 2017A General Obligation | 1.10 | 21-33-45 |
| 2017B General Obligation | 1.07 | 21-33-45 |
| 2018A General Obligation | <u>.38</u> | 21-33-45 |
| Subtotal for Municipality | <u>30.70</u> | |
| School Bond & Interest | 10.51 | 37-59-1 |
| School Maintenance | <u>51.00</u> | 37-57-104-107 |
| Subtotal for Oxford School | <u>61.51</u> | |
| TOTAL MILLS FOR CITY & SCHOOL | <u>92.21</u> | |

The above and foregoing Resolution having been first been reduced to writing and read by the City Clerk of the said Board, considered section by section and then as a whole, and on the motion of Alderman _____, seconded by Alderman _____, it was adopted section by section and then as a whole, and the vote of the Aldermen for the passage thereof, was as follows:

| | |
|--------------------------|-------|
| Alderman Addy | voted |
| Alderman Huesle | voted |
| Alderman Hyneman | voted |
| Alderman Howell-Atkinson | voted |
| Alderman Taylor | voted |
| Alderman Bailey | voted |
| Alderman Morgan | voted |

Whereupon the Mayor declared the motion carried and the Resolution adopted, this the ____ day of September, 2021.

ROBYN TANNEHILL, MAYOR

ATTEST:

ASHLEY ATKINSON, CITY CLERK

**City of Oxford Municipal Budget
Fiscal Year 2021-2022
as adopted September 7, 2021**

| REVENUES General Fund | 2021-2022 Projected Revenues |
|-----------------------------------|------------------------------------|
| TAXES | |
| AD VALOREM TAX | \$ 10,213,900 |
| PARK COMM TAX LEVY | \$ 936,453 |
| LIBRARY TAX LEVY | \$ 347,000 |
| OVER 65 TAX REIMB | \$ 100,000 |
| IN LIEU OF TAXES | \$ 325,000 |
| PENALTIES & INTEREST | \$ 150,000 |
| UTILITY TAX | \$ 50,000 |
| Subtotal | \$ 12,122,353 |
| LICENSES AND PERMITS | |
| UTILITY PERMIT FEES | \$ 3,000 |
| PLANNING DEPT. INCOME | \$ 100,000 |
| PRIVILEGE LICENSE | \$ 70,000 |
| FRANCHISE CHARGES | \$ 800,000 |
| BLDG & ZONING | \$ 500,000 |
| KEG PERMITS | \$ 100 |
| TAXI PERMITS | \$ 500 |
| SPECIAL EVENT PERMITS | \$ 2,000 |
| Subtotal | \$ 1,475,600 |
| INTERGOVERNMENTAL REVENUES | |
| MUNICIPAL AID | \$ 28,000 |
| POLICE TRAINING | \$ 25,000 |
| SALES TAX-RENTAL CAR SETTLEMENT | \$ 25,000 |
| SALES TAX - REVENUE | \$ 10,890,173 |
| ABC LICENSES | \$ 125,000 |
| FIRE PROTECTION | \$ 114,000 |
| REIMB. STATE OF MS-GRANTS | \$ 435,000 |
| FEMA REIMBURSEMENTS RECEIVED | \$ 200,000 |
| U OF MS REIMB.-FOOTBALL | \$ 100,000 |
| COUNTY AD VALOREM TAX | \$ 1,300,000 |
| UNIV OF MISS FIRE PROTECTION | \$ 585,000 |
| OXFORD HOUSING AUTHORITY | \$ 60,000 |
| COUNTY FNC PARK PAYMENT | \$ - |
| U OF MS INTERLOCAL PAYMENT | \$ 61,000 |
| SCHOOL RESOURCE OFFICER REIMB | \$ 350,000 |
| Subtotal | \$ 14,298,173 |
| GOVERNMENTAL SERVICES | |
| FNC PARKING LEASE PAYMENT | \$ 15,000 |
| DAMAGES ON TAX REDEMPTIONS | \$ 120,000 |
| FIRE INSPECTION FEES | \$ 5,000 |
| PUBLIC RECORDS REQUEST FEES | \$ 3,000 |
| INCOME FROM POLICE DEPT FEES | \$ 45,000 |
| INCOME FROM SWIM POOL | \$ 25,000 |
| SCHOOL COLLECTIONS | \$ 65,000 |
| Subtotal | \$ 278,000 |
| FINES AND FORFEITS | |
| COURT FINES/FORFEITS | \$ 450,000 |
| Subtotal | \$ 450,000 |
| MISCELLANEOUS | |
| INCOME FROM ANIMAL RESOURCE CTR | \$ 5,000 |
| MISCELLANEOUS | \$ 200,000 |
| INTEREST EARNED | \$ 226,535 |
| mTRADE PARK SPONSORSHIP | \$ 135,000 |
| mTRADE PARK CONCESSIONS | \$ 600,000 |
| mTRADE PARK RENTAL REVENUE | \$ 12,000 |
| mTRADE PARK GATE REVENUE | \$ 250,000 |
| Subtotal | \$ 1,428,535 |
| INTERFUND TRANSFERS | |
| TRANSFER-CEMETERY T/A | \$ 20,000 |
| TRANSFER WAT/SEW-GEN | \$ 800,000 |
| TRANSFER-REIMB ELEC | \$ 32,175 |
| TRANSFERS-2%-OPD Downtown Unit | \$ 500,000 |
| TAX EQUIVALENT-E/D | \$ 965,000 |
| TRANSFER-RSVP | \$ 20,000 |
| TRANSFER-\$30M TRUST PROCEEDS | \$ 1,034,500 |
| TRANSFER-PARKING DIV. REIM. | \$ 372,171 |
| TRANSFERS- T & A FUNDS | \$ - |
| TRANSFERS IN | \$ - |
| PROCEED FROM LONG TERM DEBT | \$ - |
| Subtotal | \$ 3,743,846 |
| GRAND TOTAL FOR REVENUES | \$ 33,835,307 |
| Beginning Cash Used | \$ 6,792,077 |
| Total | \$ 40,627,384 |

2021-2022 Budget
General Fund

2021-2022 Budgeted Figures
as of October 1, 2021

| Departments | Personnel Services | Supplies | Other Svcs. | Capital Outlay | Debt Service | Transfers & Other Charges | Total |
|--------------------------|----------------------|---------------------|---------------------|---------------------|-------------------|---------------------------|----------------------|
| Legislative | \$ 173,708 | \$ 6,500 | \$ 16,000 | \$ 6,000 | \$ - | \$ - | \$ 202,208 |
| Judicial | \$ 330,964 | \$ 78,500 | \$ 165,700 | \$ 3,000 | \$ - | \$ - | \$ 578,164 |
| Executive | \$ 189,029 | \$ 2,500 | \$ 10,700 | \$ - | \$ - | \$ - | \$ 202,229 |
| Elections | \$ - | \$ - | \$ 10,000 | \$ - | \$ - | \$ - | \$ 10,000 |
| Financial Administration | \$ 473,984 | \$ 50,500 | \$ 151,400 | \$ 14,000 | \$ - | \$ - | \$ 689,884 |
| Human Resources | \$ 275,706 | \$ 40,500 | \$ 85,500 | \$ 2,500 | \$ - | \$ - | \$ 404,206 |
| Law | \$ - | \$ - | \$ 500,000 | \$ - | \$ - | \$ - | \$ 500,000 |
| Buildings & Grounds | \$ 1,217,640 | \$ 416,780 | \$ 18,540 | \$ 98,400 | \$ - | \$ - | \$ 1,751,360 |
| General Government | \$ 1,092,828 | \$ 226,500 | \$ 1,549,548 | \$ 130,000 | \$ 355,000 | \$ 400,000 | \$ 3,753,876 |
| Community Promotions | \$ - | \$ 50,000 | \$ 173,400 | \$ - | \$ - | \$ - | \$ 223,400 |
| Parking Division | \$ 236,191 | \$ 30,300 | \$ 138,000 | \$ 63,900 | \$ - | \$ - | \$ 468,391 |
| Police Dept. | \$ 7,640,782 | \$ 620,280 | \$ 823,101 | \$ 685,201 | \$ 105,000 | \$ - | \$ 9,874,364 |
| Fire Dept. | \$ 5,622,752 | \$ 227,490 | \$ 150,290 | \$ 116,588 | \$ 250,704 | \$ - | \$ 6,367,824 |
| Emergency Mgmt. | \$ 86,418 | \$ 31,200 | \$ 48,900 | \$ 605,501 | \$ - | \$ - | \$ 772,019 |
| Weed & Grass Control | \$ 311,122 | \$ 16,500 | \$ 35,000 | \$ 15,000 | \$ - | \$ - | \$ 377,622 |
| Cemetery Maint. | \$ 226,465 | \$ 11,500 | \$ 5,500 | \$ 15,000 | \$ - | \$ - | \$ 258,465 |
| Parks & Recreation | \$ 1,173,561 | \$ 74,100 | \$ 284,500 | \$ 192,500 | \$ - | \$ - | \$ 1,724,661 |
| Swimming Pool | \$ 63,880 | \$ 76,500 | \$ 27,000 | \$ - | \$ - | \$ - | \$ 167,380 |
| RSVP | \$ 188,788 | \$ 11,600 | \$ 33,900 | \$ 1,500 | \$ - | \$ - | \$ 235,788 |
| mTrade Park | \$ 690,409 | \$ 570,450 | \$ 363,500 | \$ 104,437 | \$ - | \$ 116,666 | \$ 1,845,462 |
| Library | \$ - | \$ - | \$ 347,000 | \$ - | \$ - | \$ - | \$ 347,000 |
| City Garage | \$ 600,818 | \$ 498,550 | \$ 28,500 | \$ 188,800 | \$ - | \$ - | \$ 1,316,668 |
| Animal Resource Center | \$ 393,687 | \$ 191,000 | \$ 179,500 | \$ 12,000 | \$ - | \$ - | \$ 776,187 |
| TOTALS | \$ 20,988,732 | \$ 3,231,250 | \$ 5,145,479 | \$ 2,254,327 | \$ 710,704 | \$ 516,666 | \$ 32,847,158 |

ENVIRONMENTAL SVCS

| | 2021-2022 Projected Revenues | 2020-2021 YTD @ 9/22/2021 Totals |
|--------------------------------|------------------------------------|--|
| Penalties & Interest | \$ 30,000 | \$ - |
| Reimb.-Transfer Station | \$ 77,000 | \$ - |
| Sanitation Charges | \$ 4,610,200 | \$ - |
| Waste Disposal | \$ 15,000 | \$ - |
| Miscellaneous | \$ 100,000 | \$ - |
| Income from Recycling | \$ 100,000 | \$ - |
| Grandtotal for Revenues | \$ 4,932,200 | \$ - |
| Beginning Cash Used | \$ 939,818 | |
| Total | \$ 5,872,018 | |

**2021-2022 Budget
ENVIRONMENTAL SVCS**

**2021-2022 Budgeted Figures
as of October 1, 2021**

| <u>Departments</u> | Personnel Services | Supplies | Other Svcs. | Capital Outlay | Debt Service | Total |
|--------------------|-----------------------|-------------------|---------------------|-------------------|-------------------|---------------------|
| Sanitation-Admin. | \$ 360,443 | \$ 318,000 | \$ 62,000 | \$ 575,000 | \$ 562,000 | \$ 1,877,443 |
| Street Cleaning | \$ 209,778 | \$ 4,500 | \$ - | \$ 2,000 | \$ - | \$ 216,278 |
| Waste Collection | \$ 846,172 | \$ 145,500 | \$ 130,000 | \$ - | \$ - | \$ 1,121,672 |
| Waste Disposal | \$ 256,658 | \$ 53,000 | \$ 902,000 | \$ - | \$ - | \$ 1,211,658 |
| Rubbish Collection | \$ 641,692 | \$ 95,500 | \$ 25,000 | \$ - | \$ - | \$ 762,192 |
| Recycling | \$ 351,275 | \$ 68,000 | \$ 61,500 | \$ 202,000 | \$ - | \$ 682,775 |
| Totals | \$ 2,666,018 | \$ 684,500 | \$ 1,180,500 | \$ 779,000 | \$ 562,000 | \$ 5,872,018 |

DEVELOPMENT SERVICES

| | 2021-2022 Projected Revenues | 2020-2021 YTD @ 9/22-2021 Totals |
|--------------------------------|------------------------------------|--|
| Transfers In | \$ 38,800 | \$ - |
| Grandtotal for Revenues | \$ 38,800 | \$ - |
| Beginning Cash Used | \$ 7,741,426 | |
| Total | \$ 7,780,226 | |

**2021-2022 Budget
ENVIRONMENTAL SVCS**

**2021-2022 Budgeted Figures
as of October 1, 2021**

| <u>Departments</u> | <u>Personnel Services</u> | <u>Supplies</u> | <u>Other Svcs.</u> | <u>Capital Outlay</u> | <u>Transfers Out</u> | <u>Total</u> |
|---------------------|-------------------------------|---------------------|---------------------|---------------------------|--------------------------|---------------------|
| Administration | \$ 190,605 | \$ 17,255 | \$ 2,820 | \$ 7,800 | \$ - | \$ 218,480 |
| Engineering | \$ 533,894 | \$ 33,500 | \$ 29,900 | \$ 17,000 | \$ - | \$ 614,294 |
| Planning Department | \$ 387,866 | \$ 94,500 | \$ 44,500 | \$ 57,500 | \$ - | \$ 584,366 |
| Building Department | \$ 312,812 | \$ 22,800 | \$ 29,300 | \$ 53,008 | \$ - | \$ 417,920 |
| Street Department | \$ 774,196 | \$ 1,803,800 | \$ 1,000,400 | \$ 1,826,700 | \$ 540,070 | \$ 5,945,166 |
| Totals | \$ 2,199,373 | \$ 1,971,855 | \$ 1,106,920 | \$ 1,962,008 | \$ 540,070 | \$ 7,780,226 |

Water & Sewer Revenue

| | 2021-2022 Projected Revenues | 2020-2021 YTD @ 9/22/2021 Totals |
|--------------------------------|------------------------------------|--|
| UTILITY SERVICES | | |
| Water Sales | \$ 5,225,000 | \$ - |
| Service Connections | \$ 315,000 | \$ - |
| Sewer Charges | \$ 4,975,000 | \$ - |
| Interest Income | \$ 20,000 | \$ - |
| Miscellaneous | \$ 2,275,000 | \$ - |
| Penalties & Service Charges | \$ 65,000 | \$ - |
| Grandtotal for Revenues | \$ 12,875,000 | \$ - |
| Beginning Cash | \$ 4,787,065 | |
| Total | \$ 17,662,065 | |

**2021-2022 Budget
Water & Sewer**

**2021-2022 Budgeted Figures
as of October 1, 2021**

| Departments | Personnel Services | Supplies | Other Svcs. | Capital Outlay | Debt Service | Transfers & Other Charges | Total |
|-----------------------------|-------------------------------|---------------------|---------------------|---------------------------|-------------------------|--|----------------------|
| Admin. & General | \$ 426,500 | \$ 37,000 | \$ 108,500 | \$ 61,000 | \$ 2,737,550 | \$ 800,000 | \$ 4,170,550 |
| Finance & Customer | \$ - | \$ - | \$ 750,000 | \$ - | \$ - | \$ - | \$ 750,000 |
| Transmission & Distribution | \$ 490,500 | \$ 446,000 | \$ 162,250 | \$ 3,141,342 | \$ - | \$ - | \$ 4,240,092 |
| Treatment & Purification | \$ 837,500 | \$ 412,000 | \$ 538,400 | \$ 1,686,000 | \$ - | \$ - | \$ 3,473,900 |
| Source of Supply | \$ 179,500 | \$ 334,500 | \$ 586,250 | \$ 2,445,000 | \$ - | \$ - | \$ 3,545,250 |
| Sanitary Sewer Lines | \$ 304,250 | \$ 111,000 | \$ 46,200 | \$ 596,000 | \$ - | \$ - | \$ 1,057,450 |
| \$12.4M Revenue Bonds-2019 | \$ - | \$ - | \$ - | \$ 424,823 | \$ - | \$ - | \$ 424,823 |
| Totals | \$ 2,238,250 | \$ 1,340,500 | \$ 2,191,600 | \$ 8,354,165 | \$ 2,737,550 | \$ 800,000 | \$ 17,662,065 |

2021-2022 Budget
Other Funds

2021-2022 Budgeted Figures
as of October 1, 2021

| Fund Name | Revenue | Personnel Services | Supplies | Other Svcs. | Capital Outlay | Debt Service | Transfers Out | Expenses Total |
|---|------------------|--------------------|---------------|-----------------|------------------|-----------------|-----------------|------------------|
| 009 2019 GO Note | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 015 BMH-NMWS Sale Proceeds/Comm. Health F | \$ 25,000 | \$ - | \$ - | \$ 25,000 | \$ - | \$ - | \$ - | \$ 25,000 |
| 100 MDJ Unit Fund | \$ 471,000 | \$ 409,653 | \$ 44,000 | \$ 86,200 | \$ 3,500 | \$ - | \$ - | \$ 543,353 |
| 105 Fed. Seized Funds-US Marshalls | \$ 10,000 | \$ - | \$ - | \$ 5,000 | \$ 5,000 | \$ - | \$ - | \$ 10,000 |
| 110 Metro Narcotics-Seized Funds | \$ 10,638 | \$ - | \$ 25,000 | \$ - | \$ 25,000 | \$ - | \$ - | \$ 50,000 |
| 230 2009 GO Bonds | \$ 366,975 | \$ - | \$ - | \$ - | \$ - | \$ 345,975 | \$ - | \$ 345,975 |
| 240 2012 GO Bonds | \$ 444,631 | \$ - | \$ - | \$ - | \$ - | \$ 437,131 | \$ - | \$ 437,131 |
| 245 Oxf. Commons Spec. Assesmn.-2014 | \$ 126,662 | \$ - | \$ - | \$ - | \$ - | \$ 128,662 | \$ - | \$ 128,662 |
| 250 2015 GO Ref. 04 & 07 | \$ 656,319 | \$ - | \$ - | \$ - | \$ - | \$ 645,319 | \$ - | \$ 645,319 |
| 255 2017A \$7.5M GO Bond | \$ 509,300 | \$ - | \$ - | \$ - | \$ - | \$ 501,800 | \$ - | \$ 501,800 |
| 260 2017B \$7.5M GO Bond | \$ 507,550 | \$ - | \$ - | \$ - | \$ - | \$ 500,050 | \$ - | \$ 500,050 |
| 265 2018A \$2.7M GO Bond | \$ 182,845 | \$ - | \$ - | \$ - | \$ - | \$ 179,845 | \$ - | \$ 179,845 |
| 270 2018B \$9.95M GO Bond | \$ 689,050 | \$ - | \$ - | \$ - | \$ - | \$ 689,050 | \$ - | \$ 689,050 |
| 275 2018C \$1.050M GO Bond | \$ 129,125 | \$ - | \$ - | \$ - | \$ - | \$ 129,125 | \$ - | \$ 129,125 |
| 280 2019 \$4M TIF Bonds | \$ 401,050 | \$ - | \$ - | \$ - | \$ - | \$ 401,050 | \$ - | \$ 401,050 |
| 602 Cemetery Trust Funds | \$ 70,000 | \$ - | \$ 20,000 | \$ 5,000 | \$ - | \$ - | \$ 20,000 | \$ 45,000 |
| 610 DARE Funds | \$ 20,000 | \$ - | \$ 20,500 | \$ 8,500 | \$ 7,000 | \$ - | \$ - | \$ 36,000 |
| 611 Tourism Tax | \$ 440,000 | \$ - | \$ - | \$ 440,000 | \$ - | \$ - | \$ - | \$ 440,000 |
| 613 London Bus Fund | \$ 10,000 | \$ 15,006 | \$ 7,600 | \$ 1,500 | \$ - | \$ - | \$ - | \$ 24,106 |
| 618 Homeland Security Grant Funds | \$ 10,000 | \$ - | \$ - | \$ 35,000 | \$ - | \$ - | \$ - | \$ 35,000 |
| 619 Trust & Agency-Misc. | \$ 228,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 485,000 | \$ 485,000 |
| 620 Forestry Grant Funds | \$ 20,000 | \$ - | \$ - | \$ 46,000 | \$ - | \$ - | \$ - | \$ 46,000 |
| 622 Woodlawn Park Proj. | \$ 36,000 | \$ - | \$ - | \$ - | \$ 40,000 | \$ - | \$ - | \$ 40,000 |
| 623 Crime Prevention Funds | \$ 5,000 | \$ - | \$ 1,500 | \$ 1,200 | \$ - | \$ - | \$ - | \$ 2,700 |
| 625 Adm fee- court dept | \$ 30,000 | \$ - | \$ - | \$ 71,000 | \$ - | \$ - | \$ - | \$ 71,000 |
| 628 Tennis Sponsorships | \$ 25,000 | \$ - | \$ - | \$ 15,000 | \$ 10,000 | \$ - | \$ - | \$ 25,000 |
| 631 Mounted Patrol | \$ 5,000 | \$ - | \$ 2,000 | \$ - | \$ - | \$ - | \$ - | \$ 2,000 |
| 632 OPD DUI Grant-405D funds | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 633 OPD Alcohol Grant 154 Funds | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 634 Fire Prevention/Smoke Detector Fund | \$ 3,000 | \$ - | \$ - | \$ 3,000 | \$ - | \$ - | \$ - | \$ 3,000 |
| 635 OPD Traffic Services Grant 402 Funds | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 639 Infrastructure/Maintenance-MIMA | \$ 410,000 | \$ - | \$ - | \$ - | \$ 650,000 | \$ - | \$ - | \$ 650,000 |
| 640 REDA-W. Oxford Loop Extn. Proj. | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,767,590 | \$ 1,767,590 |
| 642 REDA- Sisk Ave. Extn. Proj. | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 106,510 | \$ 106,510 |
| 647 Intersection Improvements Escrow | \$ 340,000 | \$ - | \$ - | \$ - | \$ 2,155,643 | \$ - | \$ - | \$ 2,155,643 |
| 648 Capital Project-SB3049 | \$ 11,510 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 394 | \$ 767,999 |
| 649 Riverside Maintenance Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 394 |
| 650 New OPD Commons Station Project | \$ 300,000 | \$ - | \$ - | \$ - | \$ 468,271 | \$ - | \$ - | \$ 468,271 |
| 653 O.U.T-Oxford Transit Grant Funds | \$ - | \$ - | \$ - | \$ - | \$ 500,000 | \$ - | \$ - | \$ 500,000 |
| 662 Pool Escrow | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 667 CIG Grant/Archives & History | \$ 7,500 | \$ - | \$ - | \$ 7,500 | \$ - | \$ - | \$ - | \$ 7,500 |
| 670 Unemployment Comp | \$ - | \$ 45,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 45,000 |
| 675 North Lamar Park Project | \$ - | \$ - | \$ 5,000 | \$ 10,000 | \$ - | \$ - | \$ - | \$ 15,000 |
| 677 American Rescue Plan-ARP Funds | \$ 3,456,828 | \$ - | \$ - | \$ - | \$ 6,913,657 | \$ - | \$ - | \$ 6,913,657 |
| 679 RSVF 5310 Grant-County Transit | \$ 57,084 | \$ 57,084 | \$ 600 | \$ 3,000 | \$ 7,000 | \$ - | \$ 12,000 | \$ 79,684 |
| 681 Medical Reserve Corp. Funds | \$ - | \$ - | \$ 7,000 | \$ - | \$ - | \$ - | \$ - | \$ 7,000 |
| 686 TIF Escrow-The Lamar | \$ 11,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 687 TIF Escrow-Oxford Farms | \$ 10,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 689 \$30M Trust Proceeds Recvd. | \$ 1,081,224 | \$ - | \$ 30,000 | \$ - | \$ 210,000 | \$ - | \$ 1,238,644 | \$ 1,478,644 |
| 691 EMSOF Grant | \$ 15,800 | \$ - | \$ 15,800 | \$ - | \$ - | \$ - | \$ - | \$ 15,800 |
| 694 Tree Escrow Fund | \$ 25,000 | \$ - | \$ - | \$ 100,000 | \$ - | \$ - | \$ - | \$ 100,000 |
| 696 Historic Homes Fund | \$ 193,887 | \$ 17,000 | \$ 14,834 | \$ 57,900 | \$ 65,353 | \$ - | \$ 38,800 | \$ 193,887 |
| 726 Conference Center | \$ 1,218,449 | \$ 497,661 | \$ 273,400 | \$ 462,950 | \$ 163,331 | \$ - | \$ - | \$ 1,397,342 |
| 727 2% Food & Beverage Funds | \$ 3,446,240 | \$ - | \$ - | \$ 3,587,322 | \$ 625,000 | \$ - | \$ 255,000 | \$ 4,477,322 |
| 729 Parking Division Revenue | \$ 983,288 | \$ - | \$ 50,000 | \$ - | \$ - | \$ - | \$ 1,190,346 | \$ 1,240,346 |
| TOTALS | \$ 17,000,955.00 | \$ 1,041,404.00 | \$ 517,234.00 | \$ 4,981,072.00 | \$ 11,848,755.00 | \$ 3,958,007.00 | \$ 5,114,284.42 | \$ 28,228,755.42 |

3. Consider work authorization for professional services associated with substation maintenance. (Rob Neely)

Upon request, Allen and Hoshall, Oxford Utilities electrical engineering consultant, recently provided a work authorization agreement and scope of work to provide professional services associated with the testing and maintenance of the OU electrical substations. This work is highly technical and must be done on a regularly scheduled basis to avoid unnecessary outages and expense. Allen and Hoshall has done a great job in the past of working within budgetary constraints and meeting the needs of OU. I've attached the work authorization and scope of work for your review. I recommend we approve the request, which is included in the FY22 budget.

WORK AUTHORIZATION No. 9
To
MASTER SERVICES AGREEMENT BETWEEN
OWNER AND ALLEN & HOSHALL
FOR PROFESSIONAL SERVICES

In accordance with the MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES dated September 5, 2013 (the "Agreement"), between Oxford Utilities - ("Owner") and ALLEN & HOSHALL, INC., a Tennessee corporation ("Allen & Hoshall"), Owner authorizes Allen & Hoshall to proceed with the Professional Services for the Project described below:

Owner desires to secure engineering services to perform substation testing services for various substation equipment owned and operated by Owner (hereinafter called the "Project"). The specific Scope of Services for the Project is detailed in the attached Exhibit A.

Owner and Allen & Hoshall, in consideration of their mutual covenants herein, agree as follows:

PROFESSIONAL SERVICES FEE

Section 1 - For Basic Services.

A. Owner will pay Allen & Hoshall for Professional Services under this Work Authorization as listed in Exhibit A, Section A1.01 through A3.01, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Allen & Hoshall's employees' times the hourly rates listed below plus Reimbursable Expenses. Hourly rates for this Project are as follows:

| | |
|-------------------|----------|
| Principal | \$205.00 |
| Project Manager | \$190.00 |
| Senior Engineer | \$170.00 |
| Design Engineer | \$155.00 |
| Project Engineer | \$145.00 |
| Engineer | \$135.00 |
| Senior Designer | \$120.00 |
| Designer | \$100.00 |
| Senior Technician | \$95.00 |
| Technician | \$85.00 |
| Clerical | \$75.00 |

2. The Hourly Rates above will be adjusted annually (as of January 1, 2021) to reflect equitable changes in the compensation payable to Allen & Hoshall.

3. For services and Reimbursable Expenses of independent professional associates and consultants employed by Allen & Hoshall to render Basic Services, the amount billed to Allen & Hoshall therefore times a factor of 1.0.

Section 2 - For Additional Services

A. Owner will pay Allen & Hoshall for Additional Services rendered by Allen & Hoshall's principals and employees engaged directly on the Assignment as agreed at the time Additional Services are requested.

B. Owner will pay Allen & Hoshall for services and Reimbursable Expenses of independent professional associates and consultants employed by Allen & Hoshall to render Additional Services, the amount billed to Allen & Hoshall therefore times a factor of 1.0.

PERIODS OF SERVICE

The provisions of this Work Authorization and the various rates of compensation for Allen & Hoshall's services provided have been agreed to in anticipation of the orderly and continuous progress of the Project.

A. Upon written authorization from Owner, Allen & Hoshall will proceed with the requested testing services at such time that owner has determined that substations or substation equipment to be tested can be removed from service, for the time anticipated to complete requested tests.

**MODIFICATIONS TO
MASTER SERVICES AGREEMENT**

- None -

B. Basic Services under this Agreement will be considered complete on the date when the written test result report is accepted by Owner.

C. Allen & Hoshall's Additional Services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

D. All time periods for completion of services of Allen & Hoshall are subject to delay from causes beyond the reasonable control of Allen & Hoshall

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization as of

ALLEN & HOSHALL, INC.

_____ (Date)

By: _____

OXFORD UTILITIES

Title: Senior Vice President

By: _____

Title: _____

Attest: _____

Attest: _____

This EXHIBIT A, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Initial:
Owner ____
Engineer_____

EXHIBIT A
SCOPE OF SERVICES
OXFORD UTILITIES
SUBSTATION TESTING

Owner and Allen & Hoshall, in consideration of their mutual covenants herein, agree as follows:

SECTION 1-BASIC SERVICES

AI.01 General

- A. Allen & Hoshall will provide for Owner professional services in all phases of the Project to which this Agreement applies as hereinafter provided. Allen & Hoshall will provide substation testing services to Oxford Utilities.

AI.02 Preliminary

- A. After written authorization to proceed Allen & Hoshall will:
1. Schedule a Preliminary Information Meeting with Owner to clarify Owner's requirements for the Assignment and review available data.
 2. Evaluate testing schedules based on possible dates, and the length of time, facilities to be tested can be removed from service.
 3. Advise Owner as to the data required in connection with the Assignment.

AI.03 Testing

- A. After receipt of all Owner furnished data Allen & Hoshall will perform the testing services detailed in the Substation Testing Outline included as a part of this agreement.

SECTION 2 - ADDITIONAL SERVICES

A2.01 General

- A. If authorized in writing by Owner, Additional Services related to the Assignment will be performed by Allen & Hoshall for an additional professional fee.
 - 1. Repairs, replacement, or re-programming of any equipment found to be improperly functioning during testing.
 - 2. Services to modify or create drawings of modifications made to facilities in item (1) above.
 - 3. Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, or Owner's testing schedule.
 - 4. Preparation of operating, maintenance and staffing manuals.
 - 5. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other legal or administrative proceeding involving the Project

SECTION 3— OWNER'S RESPONSIBILITIES

A3.01 General

- A. Owner will do the following, at Owner's expense and in a timely manner so as to permit Allen & Hoshall's services to proceed expeditiously.
- B. Provide all criteria and full information on Owner's requirements for the Assignment and designate a person with authority to act on his behalf on all matters concerning the Assignment.
- C. Furnish to Allen & Hoshall all data discussed during the Preliminary Phase.
- D. Determine schedules for necessary service outages of equipment or substations to be tested.
- E. Perform all necessary switching to isolate equipment to be tested and to return it to normal when testing is completed.
- F. Coordinate with TVA or other Local Power Companies to provide any information they may require to allow for equipment outages or alternate power supply arrangements during testing procedures.

SUBSTATION TESTING OUTLINE

PRODUCTS

1.1 MATERIALS

- A. Any materials used to correct deficiencies shall be approved by the Owner.

EXECUTION

1.2 TESTING SERVICES

- A. Testing services shall include inspection, calibration, testing and operational checks. Terminations shall be inspected to ensure adequacy of connection. Bare and insulated conductors between such terminations shall be inspected to detect possible damaged conductors or conductor insulation. Individual components capable of being both manually and electrically operated shall be operated manually prior to the first electrical operation. Components capable of being calibrated, adjusted, and tested shall be calibrated, adjusted, and tested in accordance with the instructions of the equipment manufacturer. Protective devices with adjustable features shall be adjusted, as necessary, to operate per the setting data. The Owner will furnish the setting data for adjustable devices.
- B. Engineer shall notify the Owner of deficiencies that require immediate repair when the cost of repairs is outside the Engineer's scope of work. The Engineer must receive written approval before repairs that involve additional costs are performed. The Engineer's cost to repair equipment should include the cost of repeated testing to verify the quality of the repair. Both initial and repeated tests shall be a part of the Final Test and Calibration Report. The Engineer does not require the Owner's approval for periodic adjustments recommended in the equipment manufacturers' instruction manual.
- C. The Engineer shall provide the Owner with at least five days notice of the test schedule.

1.3 THERMOGRAPHIC SURVEY

- A. The Engineer shall conduct a thermographic survey prior to completing any other work specified in this project.
- B. A thermographic survey shall be conducted of all load current carrying devices, energized buswork, electrical connections/terminations, power system equipment and battery system, prior to testing. Thermographic survey shall be coordinated with the Owner. Infrared scan equipment shall be capable of detecting a differential of 1°C at an ambient of 30°C. Test data shall be categorized as follows:
 - 1. Minor: 1°C to 3°C differential.
 - 2. Intermediate: 4°C to 15°C differential.
 - 3. Major: Above a 16°C differential.
- C. Provide photographs or thermograms of all major deficiencies. The Engineer should report intermediate and major temperature differentials prior to the Final Test and Calibration Report so that repairs can be scheduled concurrently with other required outages.

1.4 POWER TRANSFORMER

A. Visual and Mechanical Inspection

1. Inspect physical and mechanical condition.
2. Inspect anchorage, alignment and grounding.
3. Verify the presence of PCB labeling and note in report.
4. Examine integrity of control cabinets.
5. Verify alarm, control and trip settings on temperature indicators are as specified.
6. Verify cooling fans operate correctly.
7. Verify operation of alarm, control and trip circuits from temperature and level indicators, pressure relief device and fault pressure relay.
8. Verify correct liquid level in tanks and bushings.
9. Verify that positive pressure is maintained on gas-blanketed transformers.
10. Perform inspections and mechanical tests as recommended by the manufacturer.
11. Verify the presence of transformer surge arresters and note in report.

1.5 CIRCUIT SWITCHER

B. Visual and Mechanical Inspection

1. Inspect physical and mechanical condition.
2. Inspect anchorage, alignment and grounding.
3. Clean the unit.
4. Perform all mechanical operational tests on both the circuit switcher and its operating mechanism.
5. Verify correct operation of SF₆ interrupters.
6. Verify correct SF₆ pressure.
7. Verify correct operation and setting of SF₆ gas pressure alarms and cutouts, if applicable.
8. Verify correct operation of isolating switch, if applicable.
9. Test all interlocking systems for correct operation and sequencing.
10. Verify all indicating and control devices for correct separation.
11. Record as-found and as-left operation counter readings
12. Verify operation of heaters.

1.5 CIRCUIT BREAKER, SF₆

A. Visual and Mechanical Inspection

1. Inspect physical and mechanical condition.
2. Inspect anchorage, alignment and grounding.
3. Clean the unit.
4. Inspect and service operating mechanism and SF₆ gas-insulated system in accordance with manufacturer's published data.
5. Verify correct operation and setting of SF₆ gas pressure alarms and cutouts, if applicable.
6. Perform time-travel analysis.
7. Record as-found and as-left operation counter readings.

1.6 AUTOMATIC CIRCUIT BREAKERS, VACUUM

A. Visual and Mechanical Inspection

1. Inspect physical and mechanical condition.
2. Inspect anchorage, alignment and grounding.
3. Prior to cleaning the unit, perform as-found tests.
4. Clean the unit.
5. Perform all mechanical operation and contact alignment tests on both the recloser and its operating mechanism in accordance with manufacturer's published data.
6. Inspect for correct insulating liquid level, if applicable.

1.7 CABLES, LOW-VOLTAGE, 600 VOLT MAXIMUM

A. Visual and Mechanical Inspection

1. Inspect exposed sections of cables for physical damage and evidence of overheating.
2. Inspect compression-applied connectors for correct cable match and indentation.

1.8 PROTECTIVE RELAYS

A. Visual and Mechanical Inspection

1. Inspect relays and cases for physical damage.
2. Clean the unit when applicable.
3. Tighten case connections. Inspect cover for correct gasket seal. Clean cover glass. Inspect shorting hardware, connection paddles and/or knife switches. Remove foreign material from the case. Verify target reset.
4. Inspect relay for foreign material, particularly in disk slots of the damping and electromagnets. Verify disk clearance. Verify contact clearance and spring bias. Inspect spring convolutions. Inspect disk and contacts for freedom of movement and correct travel. Verify tightness of mounting hardware and connections. Burnish contacts. Inspect bearings and/or pivots.
5. Verify that all settings are in accordance with settings supplied by the Owner.

B. Functional Operation

1. Timing Relay
 - a. Verify operation of instantaneous contacts.
2. Undervoltage Relay
 - a. Determine dropout voltage.
 - b. Determine time delay.
 - c. Determine the time delay at a second point on the timing curve for inverse time relays.
3. Instantaneous Overcurrent Relay
 - a. Determine pickup.
 - b. Determine dropout.
 - c. Determine time delay, if applicable.
4. Time Overcurrent Relay
 - a. Determine minimum pickup.
5. Transformer Sudden Pressure Relay
 - a. Verify in accordance with manufacturer's specifications.

- b. Verify operation of the 63 seal-in relay circuit.
 - c. Verify trip circuit.
- 6. Reclosing Relay
 - a. Determine time delay for each programmed reclosing interval.
 - b. Verify lockout for unsuccessful reclosing.
 - c. Verify instantaneous overcurrent lockout.
- 7. Differential Relay
 - a. Determine operating unit pickup.
 - b. Determine the operation of each restraint unit.
 - c. Determine slope.
 - d. Determine harmonic restraint.
 - e. Determine instantaneous pickup.
- 8. Multifunction Microprocessor-based Relay
 - a. Verify the programming of the relay matches the settings provided by the Owner. Verify the correct operation of all programmed functions.

C. Control Verification

- 1. Verify that each of the relay contacts perform its intended function in the control scheme including trip tests, close inhibit tests, 86 lockout tests and alarm functions.
- 2. For microprocessor-based relays, verify all used inputs, outputs and internal logic.

1.9 METERING DEVICES

A. Visual and Mechanical Inspection

- 1. Inspect meters and cases for physical damage.
- 2. Verify tightness of connections.

1.10 OPERATIONAL TESTING

A. All power system equipment shall be operated to simulate normal operation. This includes the following:

- 1. Power Transformer auxiliary equipment and cooling equipment,
- 2. Miscellaneous Substation Auxiliary equipment.
- 3. Safety interlock devices

B. Trip Checks

- 1. All protective device, control functions, and alarms shall be trip checked. Tripping shall be initiated at the protective device and control switch. The Trip Check Plan shall be developed to test all logic functions as identified on the Substation One-Line Diagram. This test shall include all tripping, lockout, and alarms (local and remote).

1.11 BATTERY SYSTEM

A. Visual and Mechanical Inspection

- 1. Verify existence of suitable eyewash equipment with a sufficient supply of potable water.

2. Inspect physical and mechanical condition.
3. Inspect anchorage, alignment and grounding.
4. Verify electrolyte level.
5. Clean the unit.
6. Clean corroded/oxidized terminals and apply an inhibitor.
7. Inspect bolted connections.

B. Electrical Tests

1. Measure charger float and equalizing voltage levels.
2. Verify all charger functions and alarms.
3. Measure each monoblock/cell voltage and total battery voltage with charger energized and in float mode of operation.
4. Measure intercell connection resistances.
5. Perform internal ohmic measurement tests.
6. If battery system is 12-15 years in age, perform annual load test in accordance with manufacturer's specifications.

ORDINANCE AMENDING CHAPTER 14, ARTICLE IV, CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI AS FOLLOWS:

SECTION I. That Section 14-100(e)(6), Code of Ordinances, Oxford, Mississippi, is hereby amended as follows:

(6) If a camera, ~~or~~ cameras, or **camera recording / operating systems** are found to be out of compliance due to placement or functionality, a business shall be ~~given 30 calendar days from the date such non-compliance began, to return to compliance before being~~ deemed in violation of this section. **A business shall be given 30 calendar days from the date such non-compliance began, to return to compliance before being deemed a second or subsequent violation of this section.**

SECTION II. REPEALING CLAUSE

All ordinances or parts of ordinances in conflict herein shall be, and the same are hereby repealed.

SECTION III. EFFECTIVE DATE

The above ordinance having being first reduced to writing and read and considered section by section at a public meeting or the governing authorities of the City of Oxford Mississippi on motion of Alderman _____, seconded by Alderman _____, and the roll being called, the same by the following votes:

| | | |
|-------------------|-------|-------|
| Alderman Addy | voted | _____ |
| Alderman Huese | voted | _____ |
| Alderman Hyneman | voted | _____ |
| Alderman Atkinson | voted | _____ |
| Alderman Taylor | voted | _____ |
| Alderman Bailey | voted | _____ |
| Alderman Morgan | voted | _____ |

APPROVED, this the ____ day of, 2021

ROBYN TANNEHILL, MAYOR

ASHLEY ATKINSON, CITY CLERK



**MISSISSIPPI
Office of Highway Safety**

August 5, 2021

Robyn Tannehill, Mayor
City of Oxford
Oxford Police Department
715 Molly Barr Road
Oxford, MS 38655

Project Number: **M5TR-2022-MD-22-51**
Funding Source and Title: **405D Alcohol and Drug Impaired Driving - Training Coordination**

Dear Robyn Tannehill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **Oxford Police Department Grant Agreement** for the Fiscal Year 2022. Your agency has been approved for **405D Alcohol and Drug Impaired Driving** funding, in the amount of **\$581,449.45**, pending final review and approval by NHTSA in the FY22 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY22 grant activities begin October 1, 2021 and must be concluded by September 30, 2022. In addition, the FY22 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2022.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY22. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2021.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees
6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2021–September 30, 2022)

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact me at awilkerson@dps.ms.gov or 601-977-3722 if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Amisha Wilkerson, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

FY22 MOHS PI&E GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

| 1. Sub-grantee's Name & Mailing Address: City of Oxford Oxford Police Department 715 Molly Barr Road Oxford, MS 38655 Telephone Number: (662) 232-2400 E-Mail: mississippitide@oxfordpolice.net | | 2. Effective Date of Grant: October 1, 2021 3. Subgrant Number: M5TR-2022-MD-22-51 4. Grant Identifier (Funding Source & Year): 405D Alcohol and Drug Impaired Driving FY22 5. Beginning and Ending Dates: October 1, 2021 – September 30, 2022 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method | | | | |
|---|---------------------|--|---------------------|---|-------------|-------------------------------------|
| 7. CFDA # - 20.616 | | 8. DUNS # - 605954759 UEI # - | | 9. Congressional District: 1 | | |
| 10. A: FAIN #: 69A3752030000405DMSM 69A3752130000405DMSM | | 11. A: Initial Federal Award Date: 2/3/2020 11/10/2020 | | 11. C: Additional Federal Award Date: | | |
| 10. B. Federal Awarding Agency: NHTSA | | 11. B: Secondary Federal Award Date: | | 12. Research and Development Grant: ___ Yes <input checked="" type="checkbox"/> No Continuation Grant: <input checked="" type="checkbox"/> Yes ___ No | | |
| 13. The following funds are obligated: | | | | | | |
| A. COST CATEGORY | | B. SOURCE OF FUNDS | | C. MATCH | | D. RATIO% |
| (1) Personal Services-Salary | \$229,336.64 | (1) Federal | \$581,449.45 | | | |
| (2) Personal Services-Fringe | \$57,448.84 | (2) State | | | | |
| (3) Contractual Services | \$53,651.24 | (3) Local | | | | |
| (4) Travel | \$200,491.38 | (4) Other | | | | |
| (5) Equipment | \$0.00 | Total: | \$581,449.45 | | | |
| (6) Commodities | \$11,842.80 | E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY: | | | | |
| (7) Indirect Costs | \$28,678.55 | Number of Grants: 3 | 405D | 405D | 402PT | TOTAL |
| TOTAL | \$581,449.45 | TOTAL: | \$581,449.45 | \$123,240.37 | \$14,599.20 | \$719,289.02 |
| The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable) | | | | | | |
| All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith. | | | | | | |
| 14. Approved for Grantee: | | | | 15. Approved for Sub-Grantee: | | |
| Signature | | Date | | Signature | | Date |
| Name: Helen Porter | | Title: Office Director, MS Office of Highway Safety | | Name: Robyn Tannehill | | Title: Mayor, City of Oxford |

FY22 Sub-Grantee Project Description (Public Information and Education):

The Oxford Police Department Law Enforcement Training Coordination is a statewide program to provide Alcohol and Drug Impaired Driving to all law enforcement officers. The program will expand training of the state and local law enforcement officers in Mississippi. The program proposes to provide technical assistance and training to law enforcement agencies through the state which will assist in the increase in DUI Alcohol and Drug arrest.

The Oxford Police Department Law Enforcement Training Coordination uses the funding for salaries (part-time and full-time, fringe, contractual service, travel, commodities, and indirect costs that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget.

FY22 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Oxford / Oxford Police Department

List the target(s) that the sub-grantee will accomplish during the FY22 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The agency of **Oxford Police Department's Training for Impaired Driving Enforcement Program** will attribute to the increase of Impaired Driving Arrests by 2% for local agencies from 5,552 in 2019 to 5,663 by the end of 2022.

The agency of **Oxford Police Department's Training for Impaired Driving Enforcement Program** will attribute to the reduction in the number of statewide alcohol related fatalities from 162 in 2019 to 159 by the end of 2022.

The agency of **Oxford Police Department's Training for Impaired Driving Enforcement Program** will attribute to the reduction in the number of statewide drug impaired related fatalities from 14 in 2019 to 13 by the end of 2022.

Performance Measures:

Train **191** law enforcement officers in SFST in FY22.

Re-certified **196** law enforcement officers in SFST in FY22.

Maintain the number of grant funded SFST Instructors from 16 in FY20 to **16** in FY22.

Train **105** law enforcement officers in ARIDE in FY22.

Increase the number of law enforcement officers trained in DRE from 12 in FY20 to **13** in FY22.

Strategies:

Conduct a minimum of 15 SFST trainings statewide (Northern, Central, and Southern Regions) on Basic DUI to law enforcement officers.

Conduct 1 SFST Instructor School.

Conduct SFST recertifications.

Provide Basic DUI Enforcement/SFST/Case Law overviews and refresher presentations for agencies, organizations, and academies as needed.

Conduct at least 8 ARIDE trainings statewide (Northern, Central, and Southern Regions) to law enforcement officers.

Conduct/facilitate/oversee/participate in at least 1 DRE school to train officers from Mississippi and facilitate/oversee their instructor supervised field certifications in Jacksonville, Florida and conduct their Final Knowledge Exam session following field certifications.

Conduct at least 1 DRE Continuing Education class to meet required CEUs by IACP for DREs.

Develop and maintain a yearly calendar detailing the training type, location, etc.

Meet with agencies to set up training as needed

Maintain records and officer certifications for all training classes, presentations, and other activities.

Attend tasks force and strategic planning meeting on a quarterly basis.

Work in conjunctions with the Mississippi Attorney General's Office Traffic Safety Resource Prosecutor in conducting case law overviews, impaired driving enforcement related training at Mississippi Prosecutor's Conferences, Mississippi Judges' Conferences, and other Law Enforcement Conferences/Trainings/Forums, ie basic DUI/SFST presentations/updates/trainings and case law reviews to law enforcement oriented professional development and continuing education conferences, trainings, and forums.

FY22 MOHS TASKS BY QUARTERS

Agency Name: City of Oxford / Oxford Police Department

PROJECTION TASKS BY QUARTERS:

| SCHEDULE PROJECTION OF TASKS BY QUARTERS |
|---|
| <p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p> |
| <p>1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)</p> <p>Train officers during quarter in SFST to reach goal of <u>191</u> for FY2022.</p> <p>Train officers during quarter in ARIDE to reach goal of <u>105</u> for FY2022.</p> <p>Train officers during quarter in DRE to reach goal of <u>13</u> for FY2022.</p> <p>Recertify officers in SFST during quarter to reach goal of <u>196</u> for FY2022.</p> <p>Train SFST Instructors during quarter to reach goal of <u>16</u> for FY2022.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u></p> |
| <p>Projected Expenditures for 1st Quarter: \$145,362.36</p> |

FY22 MOHS TASK BY QUARTERS

Agency Name: City of Oxford / Oxford Police Department

PROJECTION TASK BY QUARTERS

| SCHEDULE PROJECTION OF TASKS BY QUARTERS |
|--|
| <p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p> |
| <p>2nd QUARTER (JANUARY, FEBRUARY & MARCH)</p> <p>Train officers during quarter in SFST to reach goal of <u>191</u> for FY2022.</p> <p>Train officers during quarter in ARIDE to reach goal of <u>105</u> for FY2022.</p> <p>Train officers during quarter in DRE to reach goal of <u>13</u> for FY2022.</p> <p>Recertify officers in SFST during quarter to reach goal of <u>196</u> for FY2022.</p> <p>Train SFST Instructors during quarter to reach goal of <u>16</u> for FY2022.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u></p> |
| <p>Projected Expenditures for 2nd Quarter: \$145,362.36</p> |

FY22 MOHS TASK BY QUARTERS

Agency Name: City of Oxford / Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Train officers during quarter in SFST to reach goal of **191** for FY2022.

Train officers during quarter in ARIDE to reach goal of **105** for FY2022.

Train officers during quarter in DRE to reach goal of **13** for FY2022.

Recertify officers in SFST during quarter to reach goal of **196** for FY2022.

Train SFST Instructors during quarter to reach goal of **16** for FY2022.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Projected Expenditures for 3rd Quarter: \$145,362.36

FY22 MOHS TASK BY QUARTERS

Agency Name: City of Oxford / Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Train officers during quarter in SFST to reach goal of 191 for FY2022.

Train officers during quarter in ARIDE to reach goal of 105 for FY2022.

Train officers during quarter in DRE to reach goal of 13 for FY2022.

Recertify officers in SFST during quarter to reach goal of 196 for FY2022.

Train SFST Instructors during quarter to reach goal of 16 for FY2022.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Projected Expenditures for 4th Quarter: \$145,362.37

FY22 Mississippi Office of Highway Safety-Cost Summary Support Sheet

| 1. Applicant Agency: City of Oxford / Oxford Police Department | | | | |
|--|--|--|--------------------------------------|--------------------------------------|
| 2. Subgrant Number: M5TR-2022-MD-22-51 | | 3. Grant ID: 405D Alcohol and Drug Impaired Driving | 4. Beginning: October 1, 2021 | 5. Ending: September 30, 2022 |
| 6. Activity: Alcohol & Drug Law Enforcement Training Coordination | | | | |
| 7. Category & Line Item | 8. Description of item and/or Basis for Valuation | 9. Budget | | |
| | | Federal | All Other | Total |
| Personal Services-Salary | Training Director @ \$28.00 x @ approx. 2080 hours = \$58,240.00 | \$229,336.64 | | \$229,336.64 |
| | Part-Time Grant Administrator @ \$23.36 x approx. 1,664 hours = \$38,871.04 | | | |
| | Full-Time Trainer @ \$26.21 x approx. 2080 hours = \$54,516.80 | | | |
| | Full-Time Trainer @ \$25.45 x approx. 2080 hours = \$52,936.00 | | | |
| | Part-Time Trainer @ \$23.82 x approx. 1040 hours = \$24,772.80 | | | |
| Total Salaries = \$229,336.64 | | | | |
| Personal Services-Fringe FICA – 7.65% Retirement – 17.4% | Training Director @ \$58,240.00 x 25.05% = \$14,589.12 | \$57,448.84 | | \$57,448.84 |
| | Part-Time Grant Administrator @ \$38,871.04 x 25.05% = \$9,737.20 | | | |
| | Full-Time Trainer @ \$54,516.80 x 25.05% = \$13,656.46 | | | |
| | Full-Time Trainer @ \$52,936.00 x 25.05% = \$13,260.47 | | | |
| | Part-Time Trainer @ \$24,772.80 x 25.05% = \$6,205.59 | | | |
| Total Fringes = \$57,448.84 | | | | |
| Contractual Services | Wireless Internet | \$53,651.24 | | \$53,651.24 |

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| | <p>@ approximately \$200.10 x 12 months = \$2,401.20</p> <p><u>Postage</u> @ approximately \$9.17 per month x 12 months = \$110.04</p> <p><u>Shipping/Handling Fees</u> @ approximately \$100 per month x 12 months = \$1,200.00</p> <p><u>Copier Fees</u> @ approximately \$0.10 per page x 18,000 copies = \$1,800.00</p> <p><u>Training Space/Meeting Rooms</u> SFST Classes: @ approximately \$200/day x approximately 3 days/month x 12 months = \$7,200.00 (not to exceed 36 days per/year)</p> <p>SFST Instructor School: @ approximately \$500 per day (2 rooms @ approximately \$250/each) x 5 days = \$2,500.00</p> <p>ARIDE Classes: @ approximately \$200/day x approximately 2 days/class x at least 5 classes = \$2,000.00 (not to exceed 10 days/year)</p> <p>DRE Class training space: @ approximately \$250/day x approximately 9 days/class x 2 classrooms x at least 1 class = \$4,500.00</p> <p>DRE Final Knowledge Exam training space: @ approximately \$250/day x approximately 2 days/class x at least 1 class = \$500.00</p> <p>DRE Field Certification training space: \$3,000.00/day for 2 days =</p> | | | |
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| | | | | |
|--|---|--|--|--|
| | <p>\$6,000.00</p> <p>DRE Class: @ approximately \$500/day x approximately 1 day x 1 classroom x at least 1 class = \$500.00</p> <p>Training space/meeting rooms Total: \$23,200.00</p> <p><u>Printing Manuals, Handouts, and Tests</u></p> <p>SFST Classes Printing: approximately 20 manual/handouts/test sets x 15 classes x \$35.00 (cost per manual/handouts/test set) = \$10,500.00</p> <p>SFST Instructor School Printing for Participant materials: approximately 20 participant manual/handouts/test sets x 1 class x \$25.00 (cost per manual/handouts/test set) = \$500.00</p> <p>SFST Instructor School Printing for Instructor materials: approximately 20 instructor manual/handouts/test sets x 1 class x \$35 (cost per manual/handouts/test set) = \$700.00</p> <p>SFST Instructor manuals for revised curriculum Printing/Duplicating: approximately 100 manuals X \$30 (cost per manual) = \$3,000.00</p> <p>ARIDE Classes Printing for Participant materials: approximately 20 manual/handouts/test sets x 9 classes x \$35 (cost per manual/handouts/test set) = \$6,300.00</p> <p>ARIDE Instructor manuals for revised curriculum Printing: approximately 25 manual/handouts/test sets x \$30 (cost per manual/handouts/test set) = \$750.00</p> <p>DRE Pre-School, Student manuals Printing: approximately 16 manual/handouts/test sets x 1 class x \$20 (cost per manual/handouts/test set) = \$320.00</p> <p>DRE Pre-School, Instructor manuals Printing: approximately 12</p> | | | |
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|--|--|----------------------------|--|----------------------------|
| | <p>manual/handouts/test sets x 1 class x \$20 (cost per manual/handouts/test set) = \$240.00</p> <p>DRE Instructor Development Course, Instructor manuals Printing: approximately 7 manual/handouts/test sets x 1 class x \$25 (cost per manual/handouts/test set) = \$175.00</p> <p>DRE Instructor Development Course, Student manuals Printing: approximately 7 manual/handouts/test sets x 1 class x \$25 (cost per manual/handouts/test set) = \$175.00</p> <p>DRE School, Student manuals Printing: approximately 16 student manuals x 1 class x \$45 (cost per manual/handouts/test set) = \$720.00</p> <p>DRE School, Instructor manuals Printing: approximately 12 instructor manuals x 1 class x \$45 (cost per manual/handouts/test set) = \$540.00</p> <p>DRE Final Knowledge Exam, Student testing booklets Printing: approximately 16 student tests x 1 class x \$20 (cost per test set) = \$320.00</p> <p>DRE Continuing Education Class Printing: approximately 20 manual/handouts/test set x 1 class x \$35.00 (cost per manual/handouts/test set) = \$700.00</p> <p>Printing Total: \$24,940.00</p> <p>Contractual Services Total: \$53,651.24</p> | | | |
| <p>Travel</p> <p>Meals can only be claimed with an overnight hotel stay.</p> <p>In-State meals will be reimbursed at the maximum reimbursement rate of \$46.00 per day, unless overnight travel is in a high-cost area (Southaven-\$51.00, Starkville-</p> | <p><u>In-State Staff Travel for approximately 15 SFST Classes:</u></p> <p>Mileage: approximately 450 miles x approximately \$0.56 per mile = \$252.00 x approximately 15 classes x approximately 3 instructors (for travel to class and between class/lodging) = \$11,340.00</p> <p>Lodging: approximately \$125 per night x 3 nights x approximately 15 classes x approximately 3 instructors = \$16,875.00</p> | <p>\$200,491.38</p> | | <p>\$200,491.38</p> |

| | | | | |
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| <p>\$51.00)</p> <p>Itemized receipts are required on all In-state travel</p> <p>Mileage Rate 01/01/2021: \$0.56</p> <p>Mileage can only be reimbursed on a <u>personal</u> vehicle. Mileage cannot be claimed when using a state/agency issued vehicle.</p> <p>Proof of mileage should be received with all Mileage reimbursement. Travel cost must coincide with all MOHS, state and federal guidelines, policies, rates. (Ex. MapQuest)</p> | <p>Meals: @ approx. \$46 per day x 4 days = \$184.00 x approximately 15 classes x approximately 3 instructors = \$8,280.00</p> <p>Meal gratuity: \$8,280.00 x 20% = \$1,656.00</p> <p>In-State Staff Travel Total: \$38,151.00</p> <p><u>In-State Trainings/Conferences: Sheriffs, Chiefs, Prosecutors, Judges Conferences, and Law Enforcement Trainings/Conferences/DUI Forum</u></p> <p>Mileage: approximately 600 miles X \$0.56 per mile = \$336.00 x approximately 4 conferences/trainings x approximately 4 instructors (for travel to class and between class/lodging) = \$5,376.00</p> <p>Lodging: approximately \$125.00 per nights x approximately 3 nights x @ approximately 4 classes x @ approximately 4 instructors = \$6,000.00</p> <p>Meals: @ approx. \$46 per day x 4 days = \$184.00 x @ approximately 4 conferences/trainings x approximately 4 instructors = \$2,944.00</p> <p>Meal gratuity: \$2,944.00 x 20% = \$588.80</p> <p>In-State Trainings/Conferences: \$14,908.80</p> <p><u>In-State SFST Instructor School for approximately 20 students and approximately 15 Subject Matter Expert Instructors</u></p> <p>Mileage: approximately 400 miles x \$0.56 per mile = \$224.00 x approximately 15 people (for travel to class and between class/lodging) = \$3,360.00</p> <p>Lodging: approximately \$125.00 per night x 4 nights x approximately 25 rooms (approximately 10 student rooms and 15 instructor rooms) = \$12,500.00</p> | | | |
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| | <p>Meals: @ approx. \$46 per day x 5 days = \$230.00 x approximately 35 people = \$8,050.00</p> <p>Meal gratuity: \$8,050.00 x 20% = \$1,610.00</p> <p>In-State SFST Instructor School Total = \$25,520.00</p> <p><u>Meetings</u></p> <p>Mileage for 1 tasks force meetings with MOHS per quarter: approximately 460 miles round trip x approximately 4 trips = 1,840 miles</p> <p>Mileage for MOHS meetings: approximately 250 miles x approximately 3 meetings = 750 miles</p> <p>2,590 miles x \$0.56 per mile = \$1,450.40</p> <p>MOHS Meetings Total = \$1,450.40</p> <p><u>In-State Staff Travel for approximately 9 ARIDE Classes</u></p> <p>Mileage for travel to class and between class/lodging at approximately 450 miles x \$0.56 per mile = \$252.00 x approximately 9 classes x approximately 3 instructors = \$6,804.00</p> <p>Lodging for Instructors: approximately \$125 per night x 2 nights x approximately 9 classes x approximately 3 instructors = \$6,750.00</p> <p>Meals for Instructors: @ approx. \$46 per day x 3 days = \$138.00 x approximately 9 classes x approximately 3 instructors = \$3,726.00</p> <p>Meal gratuity: \$3,726.00 x 20% = \$745.20</p> <p>ARIDE Classes Total = \$18,025.20</p> <p><u>In-State DRE School for approximately 16 students and approximately 12 DRE Instructors/Instructor Candidates/Staff</u></p> <p>Mileage: @ approximately 300 miles x 2 trips (2-week school) x \$0.56 per mile (for travel to class and between class/lodging) =</p> | | | |
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| | <p>\$336.00 x approximately 28 people (approximately 16 students and approximately 12 instructors/instructor candidates/staff) = \$9,408.00</p> <p>Lodging: @ approximately \$125.00 per night x 9 nights x approximately 20 rooms (approximately 8 student rooms and approximately 12 instructors/instructor candidates/staff rooms) = \$22,500.00</p> <p>Meals: @ approx. \$46 per day x 11 days = \$506.00 x approximately 28 people = \$14,168.00</p> <p>Meal gratuity: \$14,168.00 x 20% = \$2,833.60</p> <p>In-State DRE School Total = \$48,909.60</p> <p><u>Out-of-State DRE Field Certification in Jacksonville, Florida for approximately 16 DRE Students and Approximately 12 Instructors/Instructor Candidates/Staff</u></p> <p>Mileage: approximately 1,300 miles x \$0.56 per mile = \$728.00 x approximately 9 vehicles (approximately 3-4 people per vehicle for approximately 16 students, approximately 12 instructors/instructor candidates/staff) = \$6,552.00</p> <p>Lodging: approximately 16 students, approximately 12 instructors/instructor candidates/staff (approximately 8 student rooms and approximately 12 instructors/instructor candidates/staff rooms = approximately 20 rooms) @ approximately \$150.00 per night X 3 nights x 20 rooms = \$9,000.00</p> <p>Lodging Tax for Jacksonville, FL: \$9,000.00 x 15.25% = \$1,372.50</p> <p>Meals: @ approx. \$46 per day x 4 days = \$184.00 x approximately 28 people (approximately 16 students and approximately 12 instructors/instructor candidates/staff) = \$5,152.00</p> <p>Meal gratuity: \$5,152.00 x 20% = \$1,030.40</p> <p>Out-of-State DRE Field Certification in Jacksonville, Florida</p> | | | |
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| | <p>Total = \$23,106.90</p> <p><u>In-State DRE Final Knowledge Exam</u> Mileage for 16 students and 12 instructors/instructor candidates/staff for travel to class and between class/lodging at approximately 150 miles x \$0.56 per mile = \$84.00 x approximately 28 people = \$2,352.00</p> <p>Lodging: @ approximately \$125.00 per night x 1 night x approximately 20 student/instructor/instructor candidate rooms (approximately 8 student rooms, approximately 12 instructor/staff rooms) = \$2,500.00</p> <p>Meals: @ approx. \$46 per day x 2 days = \$92.00 x approximately 28 people = \$2,576.00</p> <p>Meal gratuity: \$2,576.00 x 20% = \$515.20</p> <p>DRE Final Knowledge Exam Total = \$7,943.20</p> <p><u>DRE Continuing Education Class for IACP-CEUs</u> Mileage for 5 instructors/instructor candidates/staff for travel to class and between class/lodging at approximately 300 miles x \$0.56 per mile = \$168.00 x approximately 5 people = \$840.00</p> <p>Lodging: @ approximately \$125.00 per night x 1 night x approximately 5 instructor/instructor candidate/staff = \$625.00</p> <p>Meals: @ approx. \$46 per day x 2 days = \$92.00 x approximately 5 people = \$460.00</p> <p>Meal gratuity: \$460.00 x 20% = \$92.00</p> <p>DRE Continuing Education Class Total = \$2,017.00</p> <p><u>IACP Regional DRE State Coordinators Meeting</u> Lodging: @ approximately \$250/night x 2 nights = \$500.00</p> <p>Lodging taxes and fees @ \$50/per night/per room: \$50.00 x 2 nights</p> | | | |
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| | <p>= \$100.00</p> <p>Airfare: \$500.00</p> <p>Meals @ \$56/day x 3 days = \$168.00</p> <p>Meal Gratuity: \$168.00 x 20% gratuity = \$33.60</p> <p>Baggage fees: \$50.00</p> <p>Ground Transportation: \$100.00</p> <p>Mileage from Oxford to Local/In-State Airport: @ approximately 340 miles x \$0.56/mile = \$190.40</p> <p>Parking: \$100.00</p> <p>IACP Regional DRE State Coordinators Meeting Total = \$1,742.00</p> <p><u>IACP Impaired Driving Conference on Drugs, Alcohol, and Impaired Driving</u></p> <p>Registration: \$500.00 X 3 people = \$1,500.00</p> <p>Lodging @ approximately \$250/night x 4 nights = \$1000.00 x 3 people = \$3,000.00</p> <p>Lodging taxes and fees @ \$50.00/per night/per room = \$50 x 4 nights x 3 rooms = \$600.00</p> <p>Airfare: \$500.00 X 3 people = \$1,500.00</p> <p>Meals: @ \$56/day x 5 days = \$280.00 X 3 people = \$840.00</p> <p>Meal Gratuity: \$840.00 x 20% gratuity = \$168.00</p> <p>Baggage fees: \$50.00 x 3 people = \$150.00</p> | | | |
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| | <p>Ground Transportation: \$100.00 x 3 people = \$300.00</p> <p>Mileage from Oxford to Local/In-State Airport: @ approximately 250 miles x \$0.56/mile = \$140.00 x 3 people = \$420.00</p> <p>Parking: \$100.00 x 3 people = \$300.00</p> <p>IACP Impaired Driving Conference Total = \$8,778.00</p> <p><u>DRE Course Manager Training</u> Class registration: \$500.00</p> <p>Lodging: @ approximately \$250/night x 4 nights = \$1,000.00</p> <p>Lodging taxes and fees @ \$50/per night/per room: \$50.00 x 4 nights = \$200.00</p> <p>Airfare: \$500.00</p> <p>Meals @ \$56/day x 5 days = \$280.00</p> <p>Meal Gratuity: \$280.00 x 20% gratuity = \$56.00</p> <p>Baggage fees: \$50.00</p> <p>Ground Transportation: \$100.00</p> <p>Mileage from Oxford to Local/In-State Airport: @ approximately 250 miles x \$0.56/mile = \$140.00</p> <p>Parking: \$100.00</p> <p>DRE Course Manager Total = \$2,926.00</p> <p><u>Borkenstein Course</u> Class registration: \$1,500.00 x 2 people = \$3,000.00</p> <p>Lodging for two people sharing one room: @ approximately \$179/night x 6 nights = \$1,074.00</p> | | | |
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| | <p>Lodging taxes and fees @ 12% of \$1,074.00 = \$128.88</p> <p>Airfare: \$500.00 x 2 people = \$1,000.00</p> <p>Meals: @ \$56/day x 7 days = \$392.00 x 2 people = \$784.00</p> <p>Meal Gratuity: \$784.00 x 20% gratuity = \$156.80</p> <p>Baggage fees: \$50.00 x 2 people = \$100.00</p> <p>Ground Transportation: \$100.00 x 2 people = \$200.00</p> <p>Mileage from Oxford to Local/In-State Airport: @ approximately 330 miles x \$0.56/mile = \$184.80 x 2 people = \$369.60</p> <p>Parking: \$100.00 x 2 people = \$200.00</p> <p>Borkenstein Course Total = \$7,013.28</p> <p>Travel Total = \$200,491.38</p> | | | |
| Commodities | <p>Easels/Stands, Easel Pads/flip charts, Easel Cases = \$500.00</p> <p><u>Office Supplies/Classroom/Instructor School Materials:</u> Adhesive/sticky Notes, Batteries, Binder clips, Binders Rings, Binders, Bubble Mailers, Business Cards, Calculator, Calculator Tape, Calendars, Card Stock, Cardboard Mailers, CD/DVDs, CD/DVD cases, Certificate Jackets, Certificates, Certificate Paper, Clips, Copy Paper, Letterhead, Letterhead envelopes, Day Planners, Dividers/tabs, Tape, Tape Dispenser, Duct Tape, Envelopes, Erasers, Extension Cord, Fasteners, Fax Cartridges, File Boxes, File Cart, Folder Pockets, Folders, Hanging Folders, Highlighters, Hole Punch, Index Cards, Index tabs, Labels, Latex gloves, Letter Opener, Markers, Name Tags, Note Pads, Pen/Pencil Refills, Pencil Sharpener, Pencils, Pens, Permanent Markers, Poster Boards, Printer Cartridges, Printer Ink, Printer Toner, Punch-Hole Reinforces, Push Pins, Re-Cert Cards, Report Covers, Rubber bands, Rulers/Yard Stick/Tape Measure, Scissors, Seals, Sheet Protectors, Document</p> | \$11,842.80 | | \$11,842.80 |

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| | <p>Sleeves, Staple Remover Staplers, Staples, Tent Cards, Thumb Drives, Wall Calendars, White Out, Mouthpieces, Alcohol tests, Oral Fluid tests, Saliva tests, Urine tests, Drug screening kits, Calculator ink, Projector bulbs, protective transportation cases for equipment, PPE supplies(masks/face shields, gloves, hand sanitizer, antibacterial wipes, thermometer), etc.</p> <p>Total Office Supplies/Classroom Materials =\$4,000.00</p> <p><u>DRE Kits Required for DRE Class</u> 16 DRE Kits @ \$350.00/each = \$5,600.00</p> <p><u>Urine Screening Kits for DRE Class</u> Urine Testing kits: approximately 16 students x approximately 7 tests each (approximately 112 tests) x approximately \$4.40 per test = \$492.80</p> <p><u>Oral Fluid Screening Cartridges for DRE Class</u> Oral Fluid Testing cartridges: 2 boxes of 25 cartridges @ \$625.00/box = \$1,250.00</p> <p>Total Commodities: \$11,842.80</p> | | | |
| Indirect Costs | <p><u>Indirect Cost</u> (\$286,785.48) X (10% de minimis rate) = \$28,678.55</p> <p>Total Indirect Cost = \$28,678.55</p> | \$28,678.55 | | \$28,678.55 |

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| TOTALS | \$581,449.45 | | \$581,449.45 |
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Mississippi Office of Highway Safety

FY22 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests **delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.**

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

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| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training ***must be*** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS ***will not reimburse*** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- i. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- ii. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

- iii. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- iv. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- v. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
- vi. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- vii. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- viii. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- ix. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance **(Applies only to Law Enforcement Sub-Grantees)**

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - Unusual incidents of alcohol/ drug related crashes/fatalities;
 - Alcohol/ drug impaired driving violations;
 - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - Any other documented alcohol/ drug related vehicular incidents;
 - Citation data related to restrained and unrestrained occupants;
 - Unusual incidents of unbelted crashes/fatalities
 - Seatbelt/Child restraint violations;
 - Unusual incidents of teen crashes/fatalities; and
 - Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours ***will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.***
 - Overtime hours for DUI/Impaired Enforcement ***will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.***

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

**CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

| | |
|--|------------------------------|
| _____ | _____ |
| Authorizing Official's Signature (Mayor, Board President, Commissioner, Director) | Date |
| _____ | _____ |
| Print Authorizing Official's Name | Authorizing Official's Title |

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

| | |
|--|------------------------------|
| _____ | _____ |
| Authorizing Official's Signature (Mayor, Board President, Commissioner, Director) | Date |
| _____ | _____ |
| Print Authorizing Official's Name | Authorizing Official's Title |

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **405D ALCOHOL AND DRUG IMPAIRED DRIVING** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ MISSISSIPPI, THIS _____ Day of _____, 20 _____ AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____

Alderman _____ (Chairman of Board/Mayor) offered the foregoing resolution and moved its adoption, which was seconded by Alderman _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____

(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ has authorized and approved (print designated secondary signatory official name) _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title



**MISSISSIPPI
Office of Highway Safety**

August 6, 2021

Robyn Tannehill, Mayor
City of Oxford
Oxford Police Department
715 Molly Barr Road
Oxford, MS 38655

Project Number: **M5X-2022-MD-22-51**
Funding Source and Title: **405D Alcohol and Drug Impaired Driving**

Dear Robyn Tannehill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **Oxford Police Department Grant Agreement** for the Fiscal Year 2022. Your agency has been approved for **405D Alcohol and Drug Impaired Driving** funding, in the amount of **\$123,240.37**, pending final review and approval by NHTSA in the FY22 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY22 grant activities begin October 1, 2021 and must be concluded by September 30, 2022. In addition, the FY22 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2022.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY22. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2021.** Please make sure that you complete items 1-9 in their entirety and all documents are an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees
6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2021–September 30, 2022)

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact me at awilkerson@dps.ms.gov or 601-977-3722 if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Amisha Wilkerson, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

FY22 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

| | |
|---|---|
| 1. Sub-grantee's Name & Mailing Address: City of Oxford Oxford Police Department 715 Molly Barr Road Oxford, MS 38655 Telephone Number: (662) 232-2400 E-Mail: smaiden@oxfordpolice.net | 2. Effective Date of Grant: October 1, 2021 3. Subgrant Number: M5X-2022-MD-22-51 4. Grant Identifier (Funding Source & Year): 405D Alcohol and Drug Impaired Driving FY22 5. Beginning and Ending Dates: October 1, 2021 – September 30, 2022 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method |
|---|---|

| | | |
|--|--|--|
| 7. CFDA # - 20.616 | 8. DUNS # - 605954759 UEI # - | 9. Congressional District: 1 |
| 10. A: FAIN #: 69A3752030000405DMSM 69A3752130000405DMSM | 11. A: Initial Federal Award Date: 2/3/2020 11/10/2020 | 11. C: Additional Federal Award Date: |
| 10. B. Federal Awarding Agency: NHTSA | 11. B: Secondary Federal Award Date: | 12. Research and Development Grant: ___ Yes <input checked="" type="checkbox"/> No Continuation Grant: <input checked="" type="checkbox"/> Yes ___ No |

13. The following funds are obligated:

| A. COST CATEGORY | B. SOURCE OF FUNDS | C. MATCH | D. RATIO% |
|------------------------------|---------------------|---|---|
| (1) Personal Services-Salary | \$114,747.92 | (1) Federal | \$123,240.37 |
| (2) Personal Services-Fringe | \$0.00 | (2) State | |
| (3) Contractual Services | \$100.00 | (3) Local | |
| (4) Travel | \$5,503.20 | (4) Other | |
| (5) Equipment | \$0.00 | Total: | \$123,240.37 |
| (6) Commodities | \$2,889.25 | E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY: | |
| (7) Indirect Costs | \$0.00 | Number of Grants: 3 | 405D 405D 402PT TOTAL |
| TOTAL | \$123,240.37 | TOTAL: | \$123,240.37 \$581,449.45 \$14,599.20 \$719,289.02 |

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

| | |
|--|--|
| 14. Approved for Grantee: Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety | 15. Approved for Sub-Grantee: Signature _____ Date _____ Name: Robyn Tannehill Title: Mayor, City of Oxford |
|--|--|

FY22 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the Impaired program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY22.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (Individual Officers and part-time), contractual services, travel, and commodities that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY22 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Oxford / Oxford Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY22 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of **Oxford Police Department** will reduce the number of alcohol related fatalities from 1 in 2019 to 0 by the end of 2022.

The jurisdiction/agency of **Oxford Police Department** will reduce the number of alcohol related injuries from 10 in 2019 to 5 by the end of 2022.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of drug impaired related fatalities from 0 in 2019 to 0 by the end of 2022.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of drug impaired related injuries from 5 in 2019 to 5 by the end of 2022.

Performance Measures:

Increase the number of grant funded DUI Arrest from 280 in FY20 to **365** in FY22.

Increase the number of grant funded DUI Other (Drug) arrest from 76 in FY20 to **80** in FY22.

Strategies:

Select or Hire Individual Officers

Overtime Enforcement

SFST, ARIDE, DRE Instructor

30 Checkpoints

16 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/ New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

FY22 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Oxford / Oxford Police Department

PROJECTION TASKS BY QUARTERS:

| SCHEDULE PROJECTION OF TASKS BY QUARTERS |
|--|
| <p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p> |
| <p>1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)</p> <p>Conduct not less than 8 checkpoints during quarter.</p> <p>Conduct not less than 4 saturation patrols during quarter.</p> <p>Issue a minimum of 92 DUI Arrest citations during quarter, to reach a goal of 365 for FY2022.</p> <p>Issue a minimum of 20 DUI Other (Drug) citations during quarter, to reach a goal of 80 for FY2022.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the Drive Sober or Get Pulled Over national Christmas/New Year’s blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.</p> |
| <p>Projected Expenditures for 1st Quarter: \$30,810.09</p> |

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Oxford / Oxford Police Department

PROJECTION TASK BY QUARTERS

| SCHEDULE PROJECTION OF TASKS BY QUARTERS |
|---|
| <p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p> |
| <p>2nd QUARTER (JANUARY, FEBRUARY & MARCH)</p> <p>Conduct not less than 7 checkpoints during quarter.</p> <p>Conduct not less than 4 saturation patrols during quarter.</p> <p>Issue a minimum of 91 DUI Arrest citations during quarter, to reach a goal of 365 for FY2022.</p> <p>Issue a minimum of 20 DUI Other (Drug) citations during quarter, to reach a goal of 80 for FY2022.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the Drive Sober or Get Pulled Over national Christmas/New Year’s blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.</p> |
| <p>Projected Expenditures for 2nd Quarter: \$30,810.09</p> |

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Oxford / Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than **7** checkpoints during quarter.

Conduct not less than **4** saturation patrols during quarter.

Issue a minimum of **91** DUI Arrest citations during quarter, to reach a goal of **365** for FY2022.

Issue a minimum of **20** DUI Other (Drug) citations during quarter, to reach a goal of **80** for FY2022.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$30,810.09

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Oxford / Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than **8** checkpoints during quarter.

Conduct not less than **4** saturation patrols during quarter.

Issue a minimum of **91** DUI Arrest citations during quarter, to reach a goal of **365** for FY2022.

Issue a minimum of **20** DUI Other (Drug) citations during quarter, to reach a goal of **80** for FY2022.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$30,810.10

FY22 Mississippi Office of Highway Safety-Cost Summary Support Sheet

| | | | | | |
|---|--|---|--------------------------------------|--------------------------------------|---------------------|
| 1. Applicant Agency: City of Oxford / Oxford Police Department | | | | | |
| 2. Subgrant Number: M5X-2022-MD-22-51 | | 3. Grant ID: 405D Alcohol and Drug Impaired Driving | 4. Beginning: October 1, 2021 | 5. Ending: September 30, 2022 | |
| 6. Activity: Alcohol and Drug Impaired Driving Enforcement | | | | | |
| 7. Category & Line Item | | | | | |
| 8. Description of item and/or Basis for Valuation | | 9. Budget | | | |
| | | Federal | All Other | Total | |
| Personal Services-Salary | | Individual Officer @ approx. \$22.80 X @ approx. 2080 hours = \$47,424.00 not to exceed \$47,419.96 | \$114,747.92 | | \$114,747.92 |
| | | Individual Officer @ approx. \$22.80 X @ approx. 2080 hours = \$47,424.00 not to exceed \$47,419.96 | | | |
| | | Officers over-time or regular time above and beyond normal work hours @ approx. \$33.18 X @ approx. 600 hours = \$19,908.00 | | | |
| | | Total Salaries = \$114,747.92 | | | |
| Contractual Services | | Shipping Cost - \$100.00 | \$100.00 | | \$100.00 |
| | | Total Contractual = \$100.00 | | | |
| Travel Meals can only be claimed with an overnight hotel stay. In-State meals will be reimbursed at the maximum reimbursement rate of \$46.00 per day, unless overnight travel is in a high-cost area (Southaven-\$51.00, Starkville-\$51.00) Itemized receipts are required on all In-state travel Itemized receipts are required on all Out-of-state travel except for meals. | | <u>In-State Highway Safety Training: STORM Conference</u> Meals: \$46.00 per day X 3 days = \$138.00 \$138.00 X 20% meal gratuity = \$27.60 \$165.60 x 2 people = \$331.20 In-State STORM Conference Total = \$331.20 <u>Out of State Highways Safety Training: IACP Impaired Driving Conference on Drugs, Alcohol, and Impaired Driving</u> Registration: \$500.00 X 2 people = \$1,000.00 Lodging @ approximately \$250/night x 4 nights = \$1000.00 x 2 people = \$2,000.00 | \$5,503.20 | | \$5,503.20 |

| | | | | |
|-------------|---|-------------------|--|-------------------|
| | <p>Lodging taxes and fees @ \$50.00/per night/per room = \$50 x 4 nights x 2 rooms = \$400.00</p> <p>Airfare: \$500.00 X 2 people = \$1,000.00</p> <p>Meals: @ \$56/day x 5 days = \$280.00 X 2 people = \$560.00</p> <p>Meal Gratuity: \$560.00 x 20% gratuity = \$112.00</p> <p>Baggage fees: \$50.00 x 2 people = \$100.00</p> <p>Out-of-State IACP Impaired Driving Conference Total = \$5,172.00</p> <p>Total Travel = \$5,503.20</p> | | | |
| Commodities | <p>Traffic Safety Vest(w/o customization) – (15) x @ approx. \$21.95 each = \$329.25</p> <p>Traffic Safety Gloves – (10) x @ approx. \$15.00 each = \$150.00</p> <p>Flashlights – (10) x @ approx. \$149.00 each = \$1,490.00</p> <p>AS FST MS Instrument Set – (2) x @ approx. \$460.00 each = \$920.00</p> <p>Total Commodities = \$2,889.25</p> | \$2,889.25 | | \$2,889.25 |

| | | | |
|---------------|---------------------|--|---------------------|
| TOTALS | \$123,240.37 | | \$123,240.37 |
|---------------|---------------------|--|---------------------|

Mississippi Office of Highway Safety

FY22 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests **delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.**

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training ***must be*** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS ***will not reimburse*** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance
(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - Unusual incidents of alcohol/ drug related crashes/fatalities;
 - Alcohol/ drug impaired driving violations;
 - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - Any other documented alcohol/ drug related vehicular incidents;
 - Citation data related to restrained and unrestrained occupants;
 - Unusual incidents of unbelted crashes/fatalities
 - Seatbelt/Child restraint violations;
 - Unusual incidents of teen crashes/fatalities; and
 - Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours ***will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.***
 - Overtime hours for DUI/Impaired Enforcement ***will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.***

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

**CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Oxford-Oxford Police Dept. (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

| | |
|--|----------------------------------|
| _____ | _____ |
| Authorizing Official's Signature (Mayor, Board President, Commissioner, Director) | Date |
| <u>Robyn Tannehill</u> | <u>Mayor, City of Oxford, MS</u> |
| Print Authorizing Official's Name | Authorizing Official's Title |

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, City of Oxford-Oxford Police Dept. (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

| | |
|--|----------------------------------|
| _____ | _____ |
| Authorizing Official's Signature (Mayor, Board President, Commissioner, Director) | Date |
| <u>Robyn Tannehill</u> | <u>Mayor, City of Oxford, MS</u> |
| Print Authorizing Official's Name | Authorizing Official's Title |

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Oxford MS Board of Aldermen
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **405D ALCOHOL AND DRUG IMPAIRED DRIVING** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City of Oxford, MS Board of Aldermenn
(Governing Body of Unit of Government)

IN THE JURISDICTION Oxford, MS MISSISSIPPI, THIS _____ Day of _____, 20____ AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Robyn Tannehill, Mayor is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 123,240.37 to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety’s requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) City of Oxford MS Police Department has authorized and approved (print designated secondary signatory official name) Jeff McCutchen to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Jeff McCutchen Title: Chief of Police, Oxford MS
(Designated Secondary Signatory Official)

Organization Name: Oxford Police Department, City of Oxford, MS

Mailing Address: 715 Molly Barr Road

City: Oxford Zip Code: 38655

Telephone Number: (662) 232- 2400 Cellular Number: () _____

Email Address: jmccutchen@oxfordpolice.net

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: Robyn Tannehill Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: Mayor, City of Oxford, MS
(Authorizing Official)

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

**Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)**

Robyn Tannehill

Print Authorizing Official's Name

Date

Mayor, City of Oxford, MS

Authorizing Official's Title



**MISSISSIPPI
Office of Highway Safety**

August 2, 2021

Robyn Tannehill, Mayor
City of Oxford
Oxford Police Department
715 Molly Barr Road
Oxford, MS 38655

Project Number: **PT-2022-PT-22-51**
Funding Source and Title: **402 Police Traffic Services**

Dear Robyn Tannehill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **Oxford Police Department Grant Agreement** for the Fiscal Year 2022. Your agency has been approved for **402 Police Traffic Services** funding, in the amount of **\$14,599.20**, pending final review and approval by NHTSA in the FY22 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY22 grant activities begin October 1, 2021 and must be concluded by September 30, 2022. In addition, the FY22 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2022.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY22. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2021.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees
6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2021–September 30, 2022)

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact me at awilkerson@dps.ms.gov or 601-977-3722 if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Amisha Wilkerson, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

FY22 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

| | |
|---|---|
| 1. Sub-grantee's Name & Mailing Address: City of Oxford Oxford Police Department 715 Molly Barr Road Oxford, MS 38655 Telephone Number: (662) 232-2400 E-Mail: smaiden@oxfordpolice.net | 2. Effective Date of Grant: October 1, 2021 3. Subgrant Number: PT-2022-PT-22-51 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY22 5. Beginning and Ending Dates: October 1, 2021 – September 30, 2022 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method |
|---|---|

| | | |
|--------------------|----------------------------------|------------------------------|
| 7. CFDA # - 20.600 | 8. DUNS # - 605954759 UEI # - | 9. Congressional District: 1 |
|--------------------|----------------------------------|------------------------------|

| | | |
|--|---|---------------------------------------|
| 10. A: FAIN #: 69A37518300004020MS0 69A37519300004020MS0 | 11. A: Initial Federal Award Date: 11/22/2017 11/6/2018 | 11. C: Additional Federal Award Date: |
|--|---|---------------------------------------|

| | | |
|---------------------------------------|--------------------------------------|--|
| 10. B. Federal Awarding Agency: NHTSA | 11. B: Secondary Federal Award Date: | 12. Research and Development Grant: ___ Yes <input checked="" type="checkbox"/> No Continuation Grant: <input checked="" type="checkbox"/> Yes ___ No |
|---------------------------------------|--------------------------------------|--|

13. The following funds are obligated:

| A. COST CATEGORY | | B. SOURCE OF FUNDS | | | C. MATCH | D. RATIO% |
|------------------------------|--------------------|---|--------------------|--------------|--------------|--------------|
| (1) Personal Services-Salary | \$14,599.20 | (1) Federal | \$14,599.20 | | | |
| (2) Personal Services-Fringe | \$0.00 | (2) State | | | | |
| (3) Contractual Services | \$0.00 | (3) Local | | | | |
| (4) Travel | \$0.00 | (4) Other | | | | |
| (5) Equipment | \$0.00 | Total: | | \$14,599.20 | | |
| (6) Commodities | \$0.00 | E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY: | | | | |
| (7) Indirect Costs | \$0.00 | Number of Grants: 3 | 402PT | 405D | 405D | TOTAL |
| TOTAL | \$14,599.20 | TOTAL: | \$14,599.20 | \$123,240.37 | \$581,449.45 | \$719,289.02 |

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

| | |
|---------------------------|-------------------------------|
| 14. Approved for Grantee: | 15. Approved for Sub-Grantee: |
|---------------------------|-------------------------------|

| | |
|---|---|
| Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety | Signature _____ Date _____ Name: Robyn Tannehill Title: Mayor, City of Oxford |
|---|---|

FY22 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY22.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part-time) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY22 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Oxford / Oxford Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY22 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of **Oxford Police Department** will maintain the number of unbelted fatalities from 0 in 2019 to 0 by the end of 2022.

The jurisdiction/agency of **Oxford Police Department** will reduce the number of unbelted injuries from 20 in 2019 to 10 by the end of 2022.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of speed related fatalities from 1 2019 to 1 by the end of 2022.

The jurisdiction/agency of **Oxford Police Department** will reduce the number of speed related injuries from 13 2019 to 7 by the end of 2022.

Performance Measures:

Increase the number of grant funded Seat Belt citations from 89 in FY20 to **287** in FY22.

Increase the number of grant funded Child Restraint citations from 1 in FY20 to **25** in FY22.

Increase the number of grant funded Speed citations from 41 in FY20 to **1129** in FY22.

Strategies:

Overtime Enforcement

24 Checkpoints

12 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY22 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Oxford / Oxford Police Department

PROJECTION TASKS BY QUARTERS:

| SCHEDULE PROJECTION OF TASKS BY QUARTERS |
|---|
| <p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p> |
| <p>1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)</p> <p>Conduct not less than <u>6</u> checkpoints during quarter.</p> <p>Conduct not less than <u>3</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>71</u> Seat Belt citations during quarter, to reach a goal of <u>287</u> for FY2022.</p> <p>Issue a minimum of <u>6</u> Child Restraint citations during quarter, to reach a goal of <u>25</u> for FY2022.</p> <p>Issue a minimum of <u>282</u> Speed citations during quarter, to reach a goal of <u>1129</u> for FY2022.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the State Christmas/New Year’s blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations</p> |
| <p>Projected Expenditures for 1st Quarter: \$3,649.80</p> |

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Oxford / Oxford Police Department

PROJECTION TASK BY QUARTERS

| SCHEDULE PROJECTION OF TASKS BY QUARTERS |
|---|
| <p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p> |
| <p>2nd QUARTER (JANUARY, FEBRUARY & MARCH)</p> <p>Conduct not less than 6 checkpoints during quarter.</p> <p>Conduct not less than 3 saturation patrols during quarter.</p> <p>Issue a minimum of 72 Seat Belt citations during quarter, to reach a goal of 287 for FY2022.</p> <p>Issue a minimum of 6 Child Restraint citations during quarter, to reach a goal of 25 for FY2022.</p> <p>Issue a minimum of 282 Speed citations during quarter, to reach a goal of 1129 for FY2022.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the State New Year’s blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.</p> |
| <p>Projected Expenditures for 2nd Quarter: \$3,649.80</p> |

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Oxford / Oxford Police Department

PROJECTION TASK BY QUARTERS

| SCHEDULE PROJECTION OF TASKS BY QUARTERS |
|---|
| <p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p> |
| <p>3RD QUARTER (APRIL, MAY & JUNE)</p> <p>Conduct not less than 6 checkpoints during quarter.</p> <p>Conduct not less than 3 saturation patrols during quarter.</p> <p>Issue a minimum of 72 Seat Belt citations during quarter, to reach a goal of 287 for FY2022.</p> <p>Issue a minimum of 7 Child Restraint citations during quarter, to reach a goal of 25 for FY2022.</p> <p>Issue a minimum of 283 Speed citations during quarter, to reach a goal of 1129 for FY2022.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.</p> |
| <p>Projected Expenditures for 3rd Quarter: \$3,649.80</p> |

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Oxford / Oxford Police Department

PROJECTION TASK BY QUARTERS

| SCHEDULE PROJECTION OF TASKS BY QUARTERS |
|--|
| <p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p> |
| <p>4TH QUARTER (JULY, AUGUST & SEPTEMBER)</p> <p>Conduct not less than <u>6</u> checkpoints during quarter.</p> <p>Conduct not less than <u>3</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>72</u> Seat Belt citations during quarter, to reach a goal of <u>287</u> for FY2022.</p> <p>Issue a minimum of <u>6</u> Child Restraint citations during quarter, to reach a goal of <u>25</u> for FY2022.</p> <p>Issue a minimum of <u>282</u> Speed citations during quarter, to reach a goal of <u>1129</u> for FY2022.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentations.</p> |
| <p>Projected Expenditures for 4th Quarter: \$3,649.80</p> |

FY22 Mississippi Office of Highway Safety-Cost Summary Support Sheet

| 1. Applicant Agency: City of Oxford / Oxford Police Department | | | | |
|---|---|--------------------------------------|--------------------------------------|--------------------|
| 2. Subgrant Number: PT-2022-PT-22-51 | 3. Grant ID: 402 Police Traffic Services | 4. Beginning: October 1, 2021 | 5. Ending: September 30, 2022 | |
| 6. Activity: Police Traffic Services Enforcement | | | | |
| 7. Category & Line Item | 8. Description of item and/or Basis for Valuation | 9. Budget | | |
| | | Federal | All Other | Total |
| Personal Services-Salary | Officers over-time or regular time above and beyond normal work hours @ approx. \$33.18 X @ approx. 440 hours = \$14,599.20 Total Salaries = \$14,599.20 | \$14,599.20 | | \$14,599.20 |
| TOTALS | | \$14,599.20 | | \$14,599.20 |

Mississippi Office of Highway Safety

FY22 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests **delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.**

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training ***must be*** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS ***will not reimburse*** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance
(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - Unusual incidents of alcohol/ drug related crashes/fatalities;
 - Alcohol/ drug impaired driving violations;
 - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - Any other documented alcohol/ drug related vehicular incidents;
 - Citation data related to restrained and unrestrained occupants;
 - Unusual incidents of unbelted crashes/fatalities
 - Seatbelt/Child restraint violations;
 - Unusual incidents of teen crashes/fatalities; and
 - Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours ***will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.***
 - Overtime hours for DUI/Impaired Enforcement ***will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.***

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

**CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Oxford-Oxford Police Dept. (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

| | |
|--|----------------------------------|
| _____ | _____ |
| Authorizing Official's Signature (Mayor, Board President, Commissioner, Director) | Date |
| <u>Robyn Tannehill</u> | <u>Mayor, City of Oxford, MS</u> |
| Print Authorizing Official's Name | Authorizing Official's Title |

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, City of Oxford-Oxford Police Department (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

| | |
|--|----------------------------------|
| _____ | _____ |
| Authorizing Official's Signature (Mayor, Board President, Commissioner, Director) | Date |
| <u>Robyn Tannehill</u> | <u>Mayor, City of Oxford, MS</u> |
| Print Authorizing Official's Name | Authorizing Official's Title |

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Oxford Board of Aldermen
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **402 POLICE TRAFFIC SERVICES** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City of Oxford Board of Aldermen
(Governing Body of Unit of Government)

IN THE JURISDICTION Oxford MISSISSIPPI, THIS _____ Day of _____, 20____ AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Robyn Tannehill, Mayor is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 14,599.20 to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) City of Oxford has authorized and approved (print designated secondary signatory official name) Jeff McCutchen to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Jeff McCutchen Title: Chief of Police
(Designated Secondary Signatory Official)

Organization Name: Oxford Police Department

Mailing Address: 715 Molly Barr Road

City: Oxford Zip Code: 38655

Telephone Number: (662) 232-2400 Cellular Number: () _____

Email Address: jmccutchen@oxfordpolice.net

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: Robyn Tannehill Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: Mayor, City of Oxford, MS
(Authorizing Official)

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Robyn Tannehill

Mayor, City of Oxford, MS

Print Authorizing Official's Name

Authorizing Official's Title

OXFORD POLICE DEPARTMENT

Chief of Police
Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Name of Applicant: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Name of Organization: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Organization Director: Kinney Ferris

Telephone: 662-401-6264

On Site Contact Person: Kinney Ferris

Name: Kinney Ferris

Telephone: 662-401-6264

Requested Date(s): Friday, September 10, 2021

Requested Time(s): 4-8 pm

Requested Location(s): Downtown Square area - The Cigar Shop, Oxford Square North Atrium by Growler and North Lamar Pocket Park

Type of Event: Live music, art demos, leisure tourism activities

Designation of any Public Facilities and / or Equipment to be utilized:

Possible use of city sound system

Detailed Route Information, Start to Finish:

N/A

Spacing Intervals to be maintained between units of such parade or assembly: N/A

Area/Width of Street, Sidewalk, or Public Area to be used by event: N/A

Expected Number of Participants and/or vehicles, animals, etc.: 10-20

Number of expected Spectators: 50-100

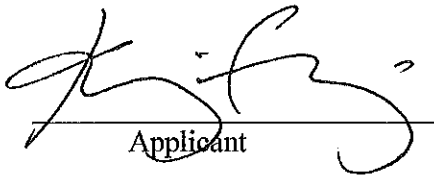
Assembly Point and time of Participants: Full square area

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Possible use of A-frames for promotion of the event.

Special Detail Instructions:

N/A


Applicant

0/12/21
Date

9:30 AM
Time

Permit Approved By:

Chief of Police

Date

Time

Copies To:

- Mayor
- City Attorney
- Fire Chief
- City Engineer
- Other

Attachments:

OXFORD POLICE DEPARTMENT

Chief of Police
Jeff McCutchen

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Name of Organization: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Organization Director: Kinney Ferris

Telephone: 662-401-6264

On Site Contact Person: Kinney Ferris

Name: Kinney Ferris

Telephone: 662-401-6264

Requested Date(s): Friday, September 17, 2021

Requested Time(s): 4-8 pm

Requested Location(s): Downtown Square area - The Cigar Shop, Oxford Square North Atrium by Growler and North Lamar Pocket Park

Type of Event: Live music, art demos, leisure, tourism activities

Designation of any Public Facilities and / or Equipment to be utilized:

Possible use of city sound system

Detailed Route Information, Start to Finish:

N/A

Spacing Intervals to be maintained between units of such parade or assembly: N/A

Area/Width of Street, Sidewalk, or Public Area to be used by event: N/A

Expected Number of Participants and/or vehicles, animals, etc.: 10-20

Number of expected Spectators: 50-100

Assembly Point and time of Participants: Full square area

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Possible use of A-frames for promotion of the event.

Special Detail Instructions:

N/A


Applicant

8/12/21
Date

9:30 AM
Time

Permit Approved By:

Chief of Police

Date

Time

Copies To:

- Mayor
- City Attorney
- Fire Chief
- City Engineer
- Other

Attachments:

OXFORD POLICE DEPARTMENT

Chief of Police
Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Name of Applicant: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Name of Organization: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Organization Director: Kinney Ferris

Telephone: 662-401-6264

On Site Contact Person: Kinney Ferris

Name: Kinney Ferris

Telephone: 662-401-6264

Requested Date(s): Friday, October 8, 2021

Requested Time(s): 4-8 pm

Requested Location(s): Downtown Square area - The Cigar Shop, Oxford Square North Atrium by Growler and North Lamar Pocket Park

Type of Event: Live music, art demos, leisure tourism activities

Designation of any Public Facilities and / or Equipment to be utilized:

Possible use of city sound system

Detailed Route Information, Start to Finish:

N/A

Spacing Intervals to be maintained between units of such parade or assembly: N/A

Area/Width of Street, Sidewalk, or Public Area to be used by event: N/A

Expected Number of Participants and/or vehicles, animals, etc.: 10-20

Number of expected Spectators: 50-100

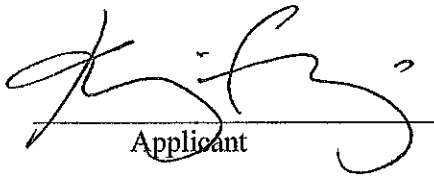
Assembly Point and time of Participants: Full square area

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Possible use of A-frames for promotion of the event.

Special Detail Instructions:

N/A


Applicant

8/12/21
Date

9:30 AM
Time

Permit Approved By:

Chief of Police

Date

Time

Copies To:

- Mayor
- City Attorney
- Fire Chief
- City Engineer
- Other

Attachments:

OXFORD POLICE DEPARTMENT

Chief of Police
Jeff McCutchen

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Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Name of Organization: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Organization Director: Kinney Ferris

Telephone: 662-401-6264

On Site Contact Person: Kinney Ferris

Name: Kinney Ferris

Telephone: 662-401-6264

Requested Date(s): Friday, October 22, 2021

Requested Time(s): 4-8 pm

Requested Location(s): Downtown Square area - The Cigar Shop, Oxford Square North Atrium by Growler and North Lamar Pocket Park
Type of Event: Live music, art demos, leisure tourism activities

Designation of any Public Facilities and / or Equipment to be utilized:

Possible use of city sound system

Detailed Route Information, Start to Finish:

N/A

Spacing Intervals to be maintained between units of such parade or assembly: N/A

Area/Width of Street, Sidewalk, or Public Area to be used by event: N/A

Expected Number of Participants and/or vehicles, animals, etc.: 10-20

Number of expected Spectators: 50-100

Assembly Point and time of Participants: Full square area

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Possible use of A-frames for promotion of the event.

Special Detail Instructions:

N/A


Applicant

8/12/21
Date

9:30 am
Time

Permit Approved By:

Chief of Police

Date

Time

Copies To:

- Mayor
- City Attorney
- Fire Chief
- City Engineer
- Other

Attachments:

OXFORD POLICE DEPARTMENT

Chief of Police
Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

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Name of Applicant: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Name of Organization: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Organization Director: Kinney Ferris

Telephone: 662-401-6264

On Site Contact Person: Kinney Ferris

Name: Kinney Ferris

Telephone: 662-401-6264

Requested Date(s): Friday, November 5, 2021

Requested Time(s): 4-8 pm

Requested Location(s): Downtown Square area - The Cigar Shop, Oxford Square North Atrium by Grouler and North Lamar Pocket Park

Type of Event: Live music, art demos, leisure tourism activities

Designation of any Public Facilities and / or Equipment to be utilized:

Possible use of city sound system

Detailed Route Information, Start to Finish:

N/A

Spacing Intervals to be maintained between units of such parade or assembly: N/A

Area/Width of Street, Sidewalk, or Public Area to be used by event: N/A

Expected Number of Participants and/or vehicles, animals, etc.: 10-20

Number of expected Spectators: 50-100

Assembly Point and time of Participants: Full square area

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Possible use of A-frames for promotion of the event.

Special Detail Instructions:

N/A



Applicant

0/12/21

Date

9:30 AM

Time

Permit Approved By:

Chief of Police

Date

Time

Copies To:

- Mayor
- City Attorney
- Fire Chief
- City Engineer
- Other

Attachments:

OXFORD POLICE DEPARTMENT

Chief of Police
Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

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102-640. - Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Name of Applicant: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Name of Organization: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Organization Director: Kinney Ferris

Telephone: 662-401-6264

On Site Contact Person: Kinney Ferris

Name: Kinney Ferris

Telephone: 662-401-6264

Requested Date(s): Friday, November 12, 2021

Requested Time(s): 4-8 pm

Requested Location(s): Downtown Square area - The Cigar Shop, Oxford Square North Atrium by Grouler and North Lamar Pocket Park

Type of Event: Live music, art demos, leisure tourism activities

Designation of any Public Facilities and / or Equipment to be utilized:

Possible use of city sound system

Detailed Route Information, Start to Finish:

N/A

Spacing Intervals to be maintained between units of such parade or assembly: N/A

Area/Width of Street, Sidewalk, or Public Area to be used by event: N/A

Expected Number of Participants and/or vehicles, animals, etc.: 10-20

Number of expected Spectators: 50-100

Assembly Point and time of Participants: Full square area

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Possible use of A-frames for promotion of the event.

Special Detail Instructions:

N/A


Applicant

8/12/21
Date

9:30 am
Time

Permit Approved By:

Chief of Police

Date

Time

Copies To:

- Mayor
- City Attorney
- Fire Chief
- City Engineer
- Other

Attachments:

OXFORD POLICE DEPARTMENT

Chief of Police
Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

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102-640. - Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Name of Applicant: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Name of Organization: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Organization Director: Kinney Ferris

Telephone: 662-401-6264

On Site Contact Person: Kinney Ferris

Name: Kinney Ferris

Telephone: 662-401-6264

Requested Date(s): Friday, November 19, 2021

Requested Time(s): 4-8 pm

Requested Location(s): Downtown Square area - The Cigar Shop, Oxford Square North Atrium by Grouler and North Lamar Pocket Park

Type of Event: Live music, art demos, leisure, tourism activities

Designation of any Public Facilities and / or Equipment to be utilized:

Possible use of city sound system

Detailed Route Information, Start to Finish:

N/A

Spacing Intervals to be maintained between units of such parade or assembly: N/A

Area/Width of Street, Sidewalk, or Public Area to be used by event: N/A

Expected Number of Participants and/or vehicles, animals, etc.: 10-20

Number of expected Spectators: 50-100

Assembly Point and time of Participants: Full square area

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Possible use of A-frames for promotion of the event.

Special Detail Instructions:

N/A


Applicant

8/12/21
Date

9:30 AM
Time

Permit Approved By:

Chief of Police

Date

Time

Copies To:

- Mayor
- City Attorney
- Fire Chief
- City Engineer
- Other

Attachments:

OXFORD POLICE DEPARTMENT

Chief of Police

Chief Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Name of Applicant: Jordain Lang, University of Mississippi

Address: 218 Student Union Drive University, MS

Telephone: 662-915-7940

Name of Organization: Student Activities Association

Address: 218 Student Union Drive, University, MS 38677

Telephone: 662-915-7940

Organization Director: Jordain Lang

Email: jlang@olemiss.edu

On Site Contact Person:

Name: Jordain Lang

Telephone: 662-915-7940

Requested Date(s): Friday October 8th

Requested Time(s): 5:00 pm - 7:00 pm

Requested Location(s): University Avenue, South Lamar, Courthouse Square

Type of Event: Ole Miss Homecoming Parade

Designation of any Public Facilities and / or Equipment to be utilized: East Courthouse Lawn—emcee of Homecoming Parade (David Kellum)

Detailed Route Information, Start to Finish:

Begin in Lyceum Circle; head east on University Avenue; at South Lamar, go north towards Courthouse Square; once on east side of Courthouse, the parade ends; floats and cars will proceed either on South Lamar or Jackson Avenue.

Spacing Intervals to be maintained between units of such parade or assembly: 15'

Area/Width of Street, Sidewalk, or Public Area to be used by event: Full street – sidewalk to be used by attendees

Expected Number of Participants and/or vehicles, animals, etc.: 35

Number of expected Spectators: 2,000 along parade route

Assembly Point and time of Participants: Lyceum Circle, 3:30 PM

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event: PA System of East Courthouse Lawn

Special Detail Instructions:

| | | |
|----------------------------|------------------------|-----------------------|
| <i>Jordain Lang</i> | <i>8/9/2021</i> | <i>7:00 AM</i> |
| _____ | _____ | _____ |
| Applicant | Date | Time |

Permit Approved By:

| | | |
|-----------------|-------|-------|
| _____ | _____ | _____ |
| Chief of Police | Date | Time |



RESERVED PARKING PERMIT APPLICATION



The following information is needed in order to process your request for use of public parking areas for storage and/or temporary placement of equipment, machinery, materials, dumpsters, and other private property. Please complete the following application in its entirety. Please attach any additional information that you feel will assist with this request. **Reservations can only be made for construction projects only!**

Address/location of parking space(s) (or nearest intersection): Parking out front of City Hall, RSVP roof

Parking meter number(s) to be reserved (if metered space): all spaces and road in the bay in front of city hall, from crosswalk to east jackson
(located on the front of the meter. Ex. CS-1-A)

Date of Reservation: From 8/27/21 To 8/27/21

Purpose of Reservation: Movie Series

Company/Individual's Name: Oxford Park Commission

Contact Person: Emily Keiser

Phone Number: (662) 816-1888

Email: ekeiser@oxfordparkcommission.com

Cash **Check** # _____ **Card**

(Credit Cards fees do apply)

7-22-2021

Signature

Date

Fees:

Reserved Parking Permit Application fee: **\$20.00**

Reserved Parking Permit daily charge: **\$25.00 per space**

Reserved Parking Information:

Number of Spaces: 0 Number of Days to be reserved: 0

Total Cost: \$ 20.00 + \$ 0.00 = \$ 20.00
Application fee Total Reservation charge Total Cost

Application Received By Date Time

OXFORD POLICE DEPARTMENT

Chief of Police

Chief Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

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Name of Applicant:

~~Ashley Christian~~ Jeanna DellaRagione

Address:

509 Alexa Dr; Oxford, MS 38655

Telephone:

662-550-9277

Name of Organization:

Tunnel to Towers

Address:

2361 Hylan Blvd. STATEN ISLAND, NY 10306

Telephone:

718-487-1931

Organization Director:

Email:

oxford@tunnel2towers.org

On Site Contact Person

Name: Ashley Christian

Telephone: 662-550-9277

Requested Date(s): September 4, 2021

Requested Time(s):

6:30am-11:30am

Run to start at 8:46am

Requested Location(s):

Oxford Park Commission parking lot across from OPD

Type of Event:

5k walk/run

Designation of any Public Facilities and / or Equipment to be utilized:

Oxford Park Commission parking lot

Detailed Route Information, Start to Finish:

Start at Oxford Park commission parking lot to Washington ave, sorority, grove loop, university ave, S. Lamar around the square, down jackson, Molly barr, back to OPD

Spacing Intervals to be maintained between units of such parade or assembly:

None

Area/Width of Street, Sidewalk, or Public Area to be used by event: Expected

Number of Participants and/or vehicles, animals, etc.:

100-200 participants

Number of expected Spectators:

25-50 ~~100-200~~ people, possibly

Assembly Point and time of Participants:

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Special Detail Instructions:

Jeanne DelleReyona

6/9/2021

Applicant

Date

Time

Permit Approved By:

Chief of Police

Date

Time

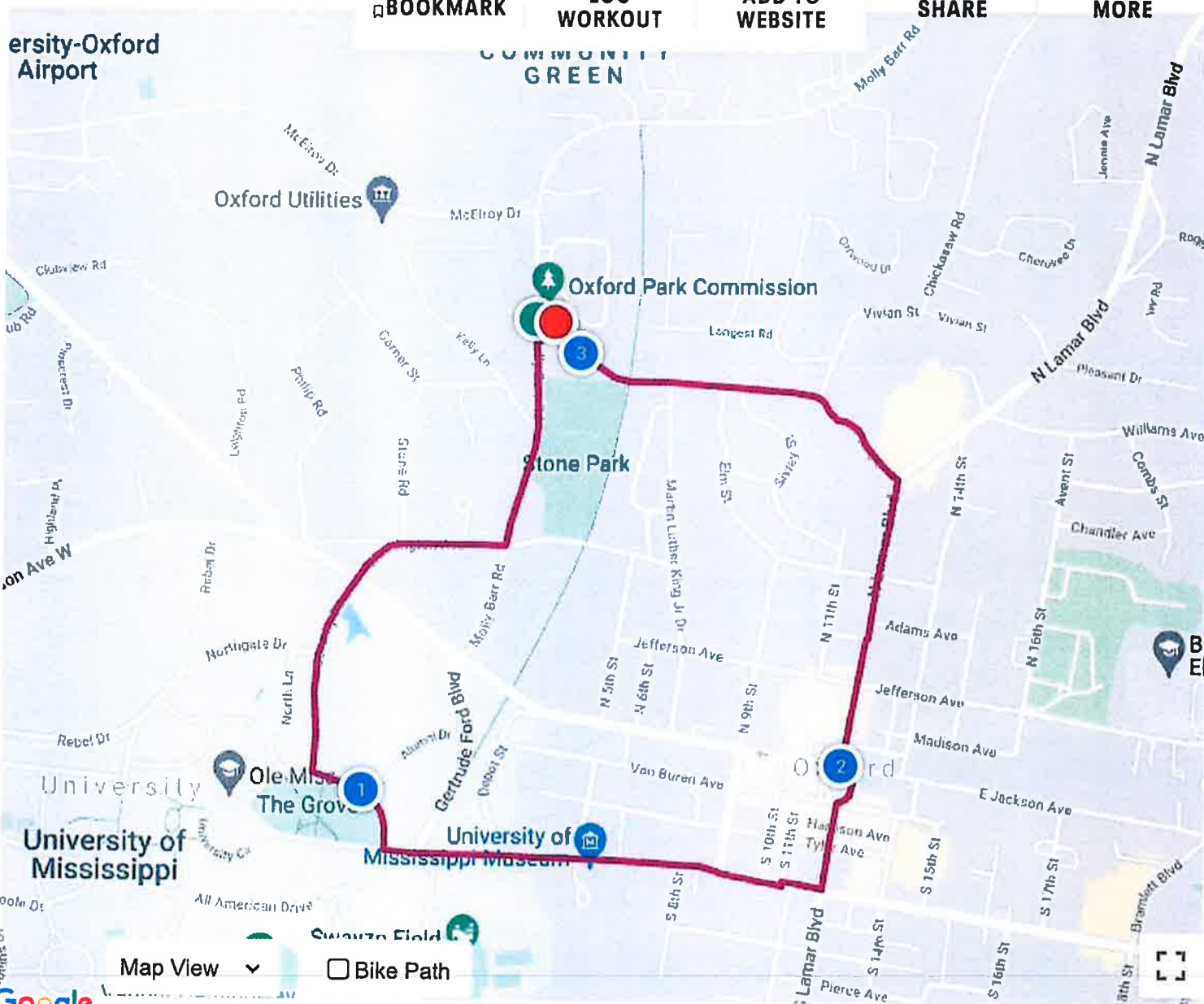


Ashley Christian | Friends

RUN 3.05 MI 118 FT

TUNNEL TO TOWERS 5K

BOOKMARK LOG WORKOUT ADD TO WEBSITE SHARE MORE



Map View

Bike Path



Map data ©2021 Google

ELEVATION (FT)

| START | MAX | GAIN |
|--------|--------|--------|
| 425 ft | 537 ft | 118 ft |

PAYMENT DATE
07/08/2021
COLLECTION STATION
Station 1
RECEIVED FROM
TUNNEL TO TOWERS
FOUNDATION
DESCRIPTION
5K RUN, SEPTEMBER 4, 2021

City of Oxford
City Clerk's Office
107 Courthouse Square
Oxford, MS 38655

BATCH NO.
2021-00000820
RECEIPT NO.
2021-00002348
CASHIER
Lesia Chandler

| PAYMENT CODE | RECEIPT DESCRIPTION | TRANSACTION AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|--------------------|------------|--------|-------------|---------------|---------------|--------|------------|---------|---|--------|----------------|------------|--------|-------------|----------------|--------------|--------|------------|--------|-------------|--------|----------------|---------|--------|--------|----------------|---------|--|
| DPD | Oxford Police Dept. Fees 001-001-01 CASH GENERAL FUND \$25.00 001-000-305 INCOME FROM POLICE DEPT FEES \$25.00 | \$25.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="0"> <tr> <td colspan="3">Payments:</td> </tr> <tr> <td>Type</td> <td>Detail</td> <td>Amount</td> </tr> <tr> <td>Check</td> <td>8916</td> <td>\$25.00</td> </tr> <tr> <td colspan="3"> <table border="1" data-bbox="748 716 1149 909"> <tr><td>Total Cash</td><td>\$0.00</td></tr> <tr><td>Total Check</td><td>\$25.00</td></tr> <tr><td>Total Charge</td><td>\$0.00</td></tr> <tr><td>Total Wire</td><td>\$0.00</td></tr> <tr><td>Total Other</td><td>\$0.00</td></tr> <tr><td>Total Remitted</td><td>\$25.00</td></tr> <tr><td>Change</td><td>\$0.00</td></tr> <tr><td>Total Received</td><td>\$25.00</td></tr> </table> </td> </tr> </table> | Payments: | | | Type | Detail | Amount | Check | 8916 | \$25.00 | <table border="1" data-bbox="748 716 1149 909"> <tr><td>Total Cash</td><td>\$0.00</td></tr> <tr><td>Total Check</td><td>\$25.00</td></tr> <tr><td>Total Charge</td><td>\$0.00</td></tr> <tr><td>Total Wire</td><td>\$0.00</td></tr> <tr><td>Total Other</td><td>\$0.00</td></tr> <tr><td>Total Remitted</td><td>\$25.00</td></tr> <tr><td>Change</td><td>\$0.00</td></tr> <tr><td>Total Received</td><td>\$25.00</td></tr> </table> | | | Total Cash | \$0.00 | Total Check | \$25.00 | Total Charge | \$0.00 | Total Wire | \$0.00 | Total Other | \$0.00 | Total Remitted | \$25.00 | Change | \$0.00 | Total Received | \$25.00 | |
| Payments: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Type | Detail | Amount | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Check | 8916 | \$25.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" data-bbox="748 716 1149 909"> <tr><td>Total Cash</td><td>\$0.00</td></tr> <tr><td>Total Check</td><td>\$25.00</td></tr> <tr><td>Total Charge</td><td>\$0.00</td></tr> <tr><td>Total Wire</td><td>\$0.00</td></tr> <tr><td>Total Other</td><td>\$0.00</td></tr> <tr><td>Total Remitted</td><td>\$25.00</td></tr> <tr><td>Change</td><td>\$0.00</td></tr> <tr><td>Total Received</td><td>\$25.00</td></tr> </table> | | | Total Cash | \$0.00 | Total Check | \$25.00 | Total Charge | \$0.00 | Total Wire | \$0.00 | Total Other | \$0.00 | Total Remitted | \$25.00 | Change | \$0.00 | Total Received | \$25.00 | | | | | | | | | | | | |
| Total Cash | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Check | \$25.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Charge | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Wire | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Other | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Remitted | \$25.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Change | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Received | \$25.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Total Amount: | \$25.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Customer Copy

OXFORD POLICE DEPARTMENT

Chief of Police
Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Abby Carlton
Name of Applicant: _____
300 South Lamar Court, Suite 200, Oxford, MS 38655
Address: _____
(318) 481-4248
Telephone: _____

NICHOLAS AIR
Name of Organization: _____
300 South Lamar Court, Suite 200
Address: _____
(866) 935-7771
Telephone: _____

Abby Carlton; Mike Moran
Organization Director: _____
(318) 481-4248; (662) 570-6710
Telephone: _____

Abby Carlton, Mike Moran
On Site Contact Person: _____
acarlton@nicholasair.com; mike@nicholasair.com
Name: _____
Telephone: _____

October 2, 2021

Requested Date(s): _____
3:00pm Race Start (2:00pm arrival) —End of Race

Requested Time(s): _____
UOX Airport —> NICHOLAS AIR HQ

Requested Location(s): _____
5K Fun Run

Type of Event: _____

Designation of any Public Facilities and / or Equipment to be utilized:

Detailed Route Information, Start to Finish:

UOX Airport (start) —Left onto McElroy, past USPS and the Fire Department, past Oxford Utilities to the light —> right at the light onto Molly Barr Rd, past the Police Station, straight through the stop sign and across Washington —> Straight onto Gertrude Ford Blvd —> Right onto Old Taylor Rd, through both roundabouts until the light —> Left at the light onto Belk Blvd —> Run past the hospital and turn left into South Lamar Court center (AKA NICHOLAS AIR HQ).

Spacing Intervals to be maintained between units of such parade or assembly: _____ None

Area/Width of Street, Sidewalk, or Public Area to be used by event: _____
150

Expected Number of Participants and/or vehicles, animals, etc.: _____
50-100

Number of expected Spectators: _____
NA Headquarters and UOX Airport at 2:00 pm

Assembly Point and time of Participants: _____

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Banners, posters, yard signs, cameras (video and photography)

Special Detail Instructions:

abby carlton
Applicant

7/27/2021
Date

4:30pm
Time

Permit Approved By:

Chief of Police

Date

Time

Copies To:

- Mayor
- City Attorney
- Fire Chief
- City Engineer
- Other

Attachments:

City of Oxford Police Event Permit supplemental cost for officer use.

Sec. 102-641. - Police protection.

(a)

The chief of police shall determine whether and to what extent additional police protection is reasonably necessary for the parade or public assembly for traffic control and public safety. The chief of police shall base this decision on the size, location, duration, time and date of the event, the number of streets and intersections blocked, and the need to detour or preempt citizen travel and use of the streets and sidewalks. The speech content of the event shall not be a factor in determining the amount of police protection necessary. If possible, without disruption of ordinary police services or compromise of public safety, regularly scheduled on-duty personnel will police the event. If additional police protection for the public assembly is deemed necessary by chief of police, he shall so inform the applicant for the permit. The applicant then shall have the duty to secure the police protection deemed necessary by the chief of police at the sole expense of the applicant.

(b)

Persons engaging in parades or public assemblies conducted for the sole purpose of public issue speech protected under the First Amendment are not required to pay for any police protection provided by the city.

Herein the city authorizes the police department to charge for the use of its officers for police protection during events, parades, and public assembly for traffic control and public safety.

Event: Nicholas Air 5K

Duration of Event: 3 hours

Number of Officers needed 11

Average adjusted rate per officer: \$35.00 per hour

Total cost: \$ 1155.00

This cost must be paid for along with administrative fee 10 days prior to event date or It will be cancelled.

Oxford Police Department

Chief Jeff McCutchen



Date 7-23-21



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Oxford Police Department

Date: August 17, 2021

Re: Request for Extended Work Hours for Striping

Southern General Contractors, LLC has requested permission to work on Sunday, August 22 or alternate Sundays as weather allows to complete striping of crosswalks on various City streets. If permission is granted, Staff will coordinate with OPD to ensure there are no conflicts with planned events in Oxford. Work will be completed by 9 AM.

Staff recommends approval of the request for Southern General Contractors, LLC to work on Sundays to complete striping on various City streets.



MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Mark Levy, PLA, ASLA;
Rob Neely, P.E., Oxford Utilities

Date: August 17, 2021

Re: Consider Change Order Number 2 for East Jackson Streetscape Project

Staff requests consideration of Change Order number 2 to reduce the contract price by \$13,241.88 based on changes in the design of the subgrade below the brick as noted in Supplemental Agreement Number 2. As has been previously noted, the supplemental agreement changes the terms of the contract and the change order adjusts the funds. Not all engineers use both a supplemental agreement and change order, but this is typically the preferred method for engineers accustomed to working with the Mississippi Department of Transportation.

Staff recommends approval of Change Order number 2 with Phillips Contracting, Inc. for a reduction in contract price in the amount of \$13,241.88 on the East Jackson Streetscape Project.

CONTRACT CHANGE ORDER

Change Order No. 2
Date: August 3, 2021
State: Mississippi
County: Lafayette

CONTRACT FOR: East Jackson Avenue Streetscape Improvements

OWNER: City of Oxford

To: Phillips Contracting Co., Inc.
(Contractor)

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

| Description of Changes (Supplemental Plans and Specifications Attached) | Decrease in Contract Price | Increase in Contract Price |
|---|-------------------------------|-------------------------------|
| See attached sheet | \$131,760.00 | \$118,518.12 |
| TOTALS: | \$131,760.00 | \$118,518.12 |
| Net Change in Contract Price: | \$13,241.88 | |

JUSTIFICATION: See attached sheet.

The amount of the Contract will be (~~Decreased~~) (~~Increased~~) (~~Unchanged~~) by the Sum of Thirteen Thousand Two Hundred Forty-One and 88/100s Dollars (\$13,241.88)

The Contract Total including this and previous Change Orders will be One Million Two Hundred Forty-Nine Thousand Nine Hundred Sixty-Seven and 12/100s Dollars (\$1,249,967.12)

The Contract Period for Completion will be (~~Decreased~~) (~~Increased~~) (~~Unchanged~~) by _____ Days

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested: _____
(Owner) (Date)

Recommended: Keri W. Mehl _____
(Owner's Engineer) (Date) 8/10/21

Accepted: [Signature] _____
(Contractor) (Date) 8/6/2021

**East Jackson Avenue Streetscape Improvements
City of Oxford**

Change Order No. 2 Attachment

Deletions:

| | | | | |
|----------------------------|----------------------------------|--------------|---------|---------------------|
| LS-8 | Brick Pavers Set Over Rigid Base | 3,294.0 SF @ | \$40.00 | \$131,760.00 |
| Subtotal Deletions: | | | | \$131,760.00 |

Additions:

| | | | | |
|----------------------------|---|--------------|---------|---------------------|
| LS-10 | Brick Pavers Set Over Reinforced Concrete | 3,294.0 SF @ | \$35.98 | \$118,518.12 |
| Subtotal Additions: | | | | \$118,518.12 |

Reasons:

- City of Oxford approved the reduction of structural layers for brick pavers.



MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Ben Requet, AICP, Director of Planning

Date: August 17, 2021

Re: Request for revocable license for University Shopping Center signage on Right-of-Way

Heather Windham, P.E., on behalf of University Shopping Center, requests permission in the form of a revocable license to install a monument sign on the right-of-way of University Avenue. An exhibit depicting typical monument signage is included with the request but is noted as for reference only and is not the actual sign proposed. Director of Planning Ben Requet has not received a permit request or reviewed any proposal for compliance with regulations. The applicant is requesting consideration of the license in advance.

The proposed sign is located approximately 9' from the curb and is outside of the clear zone. There is a water main and a number of fiber utilities in this corridor that will need to be avoided. The site distance has been evaluated by the design engineer and exhibits are provided to indicate there is no conflict within the site triangle based on the assumptions made regarding the sign's dimensions. This would need to be evaluated again if the dimensions are not the same as the final sign design.

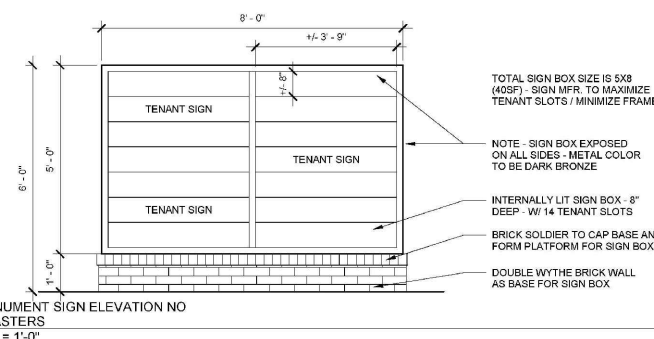
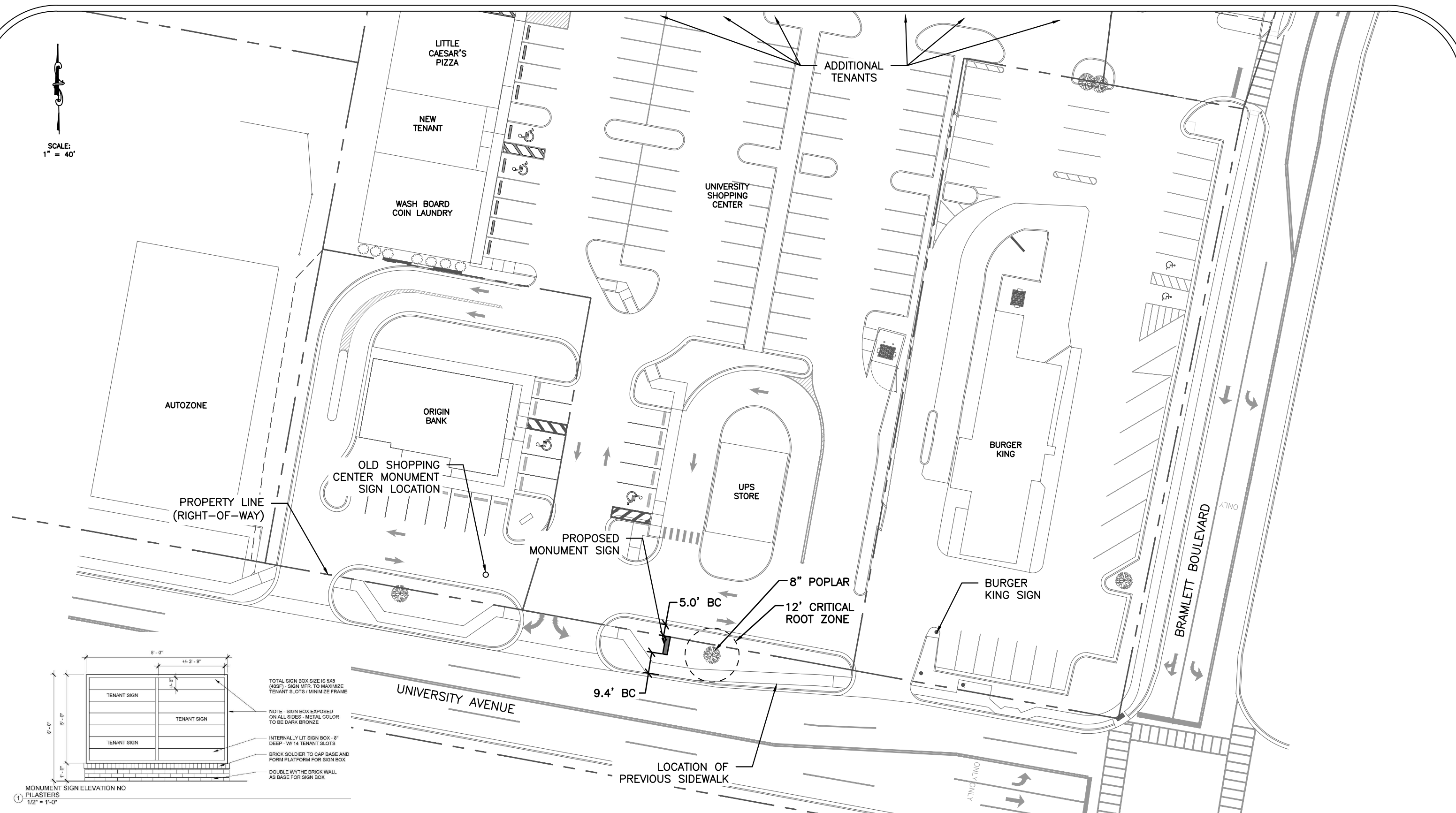
The applicant states that the placement of the sign outside of right-of-way is limited by:

- a request from the Tree Board to refrain from working in the critical root zone
- limitations related to the placement of the sidewalk as requested at the right-of-way line and yet also angled to avoid the tree root zone
- the design constraints associated with a renovation of a shopping center compared to a complete demolition and new construction project.

The Board has granted revocable licenses for monument signs within the right-of-way in the past at Highland Square (Molly Barr), Brown Insurance (North Lamar), and Eastover (Slack Road).

Staff recommends that any revocable license granted is contingent on approval of a sign permit from the Director of Planning and the ability to construct the sign without conflict with existing utilities.

SCALE:
1" = 40'



UNIVERSITY SHOPPING CENTER MONUMENT SIGN PLACEMENT EXHIBIT AUGUST 10, 2021

EMAIL:
OXFORD@PECORPMS.COM

PHONE:
(662) 234-8539

FAX:
(662) 234-8639

WEB SITE:
PECORPMS.COM

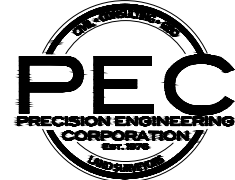
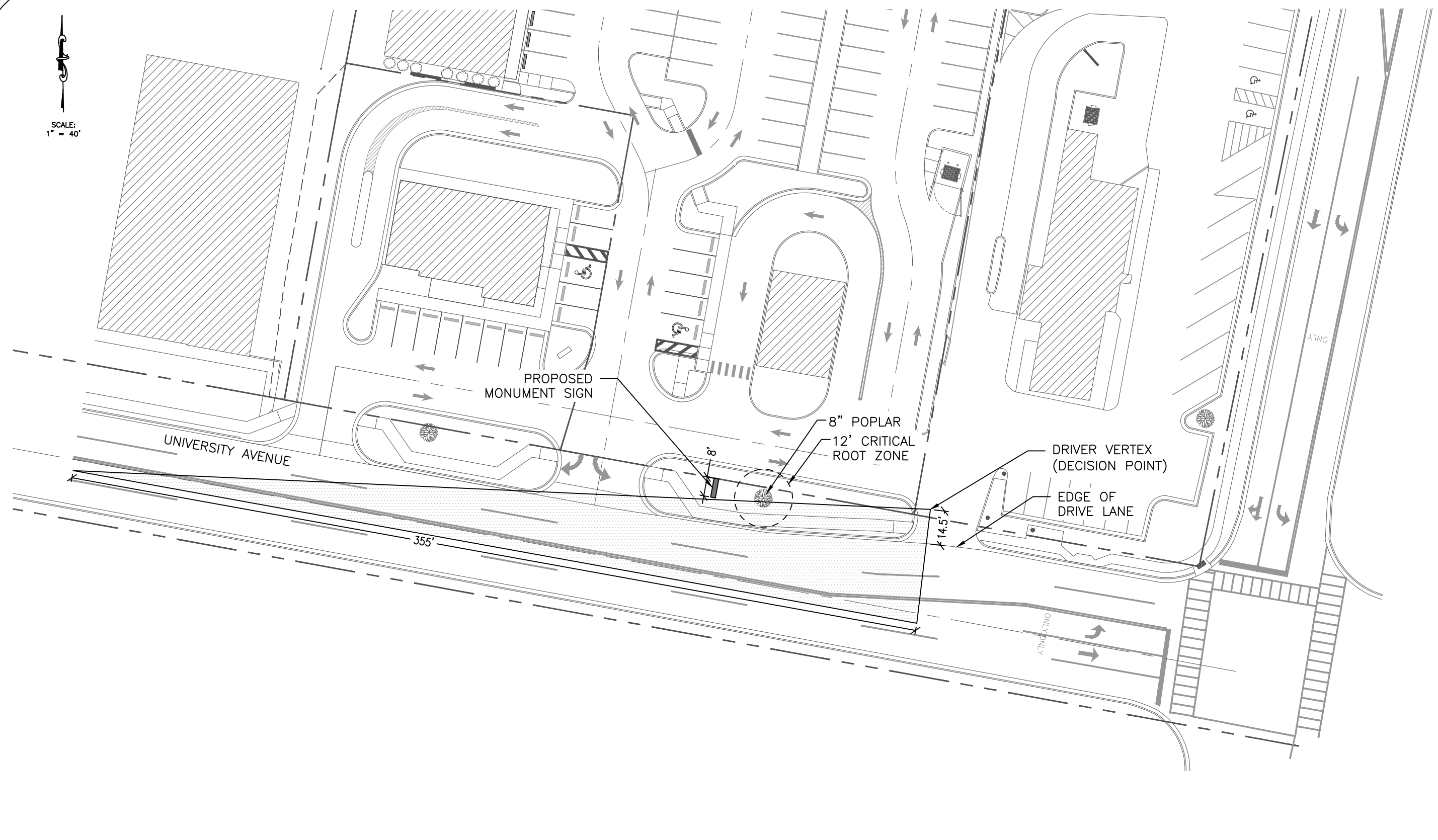
DATE: 08/10/2021

BY: HRW

SCALE: 1" = 40'



SCALE:
1" = 40'



EMAIL:
OXFORD@PECORPMS.COM

PHONE:
(662) 234-8539

FAX:
(662) 234-8639

WEB SITE:
PECORPMS.COM

UNIVERSITY SHOPPING CENTER

BURGER KING - LEFT TURN SIGHT DISTANCE TRIANGLE EXHIBIT

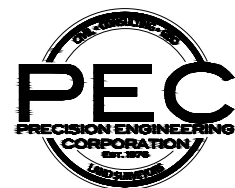
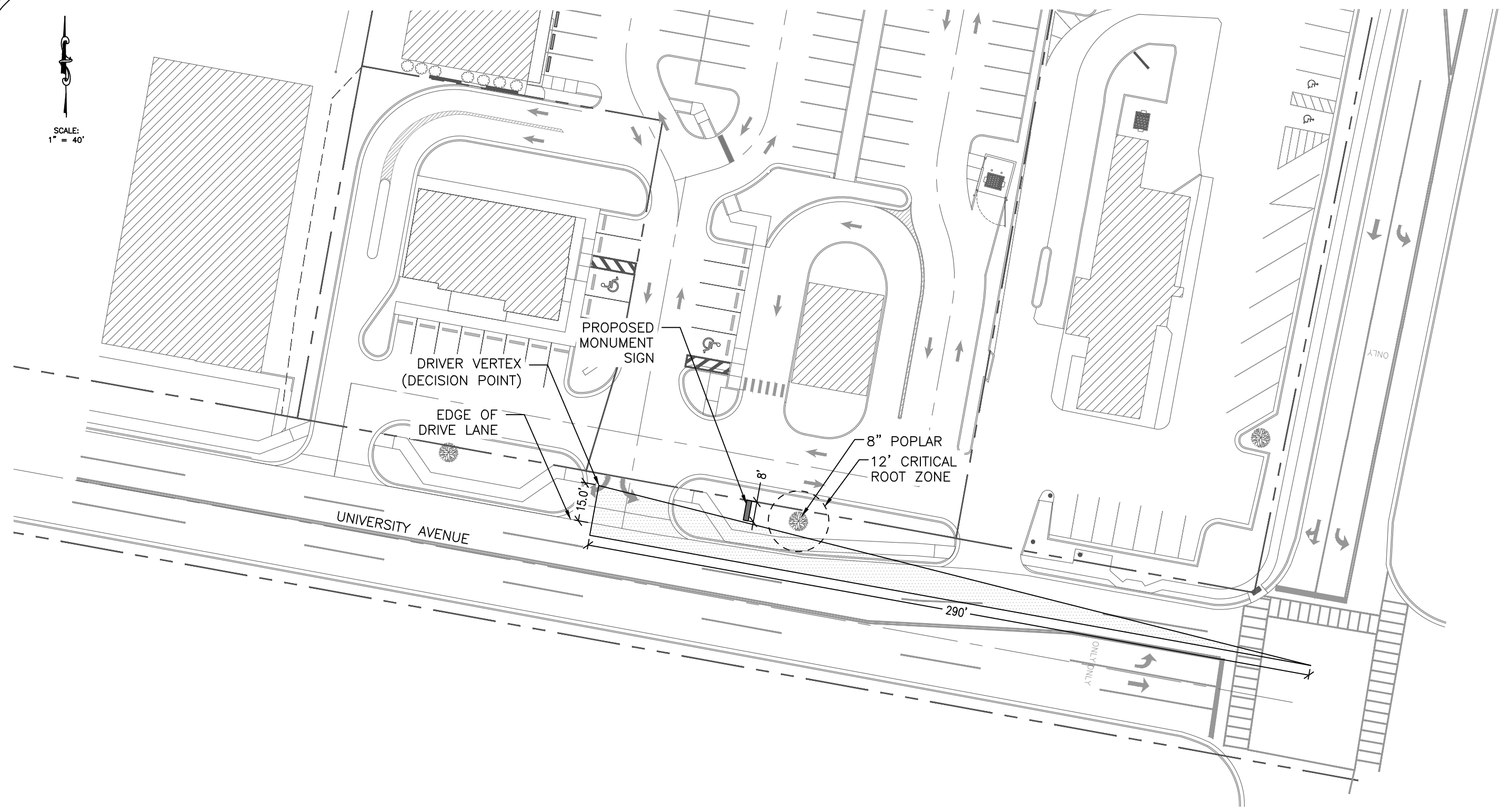
AUGUST 9, 2021

DATE: 08/09/2021

BY: HRW

SCALE: 1" = 40'

SCALE:
1" = 40'



EMAIL:
OXFORD@PECORPMS.COM

PHONE:
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FAX:
(662) 234-8639

WEB SITE:
PECORPMS.COM

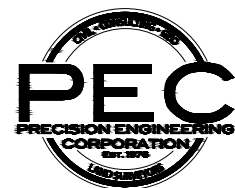
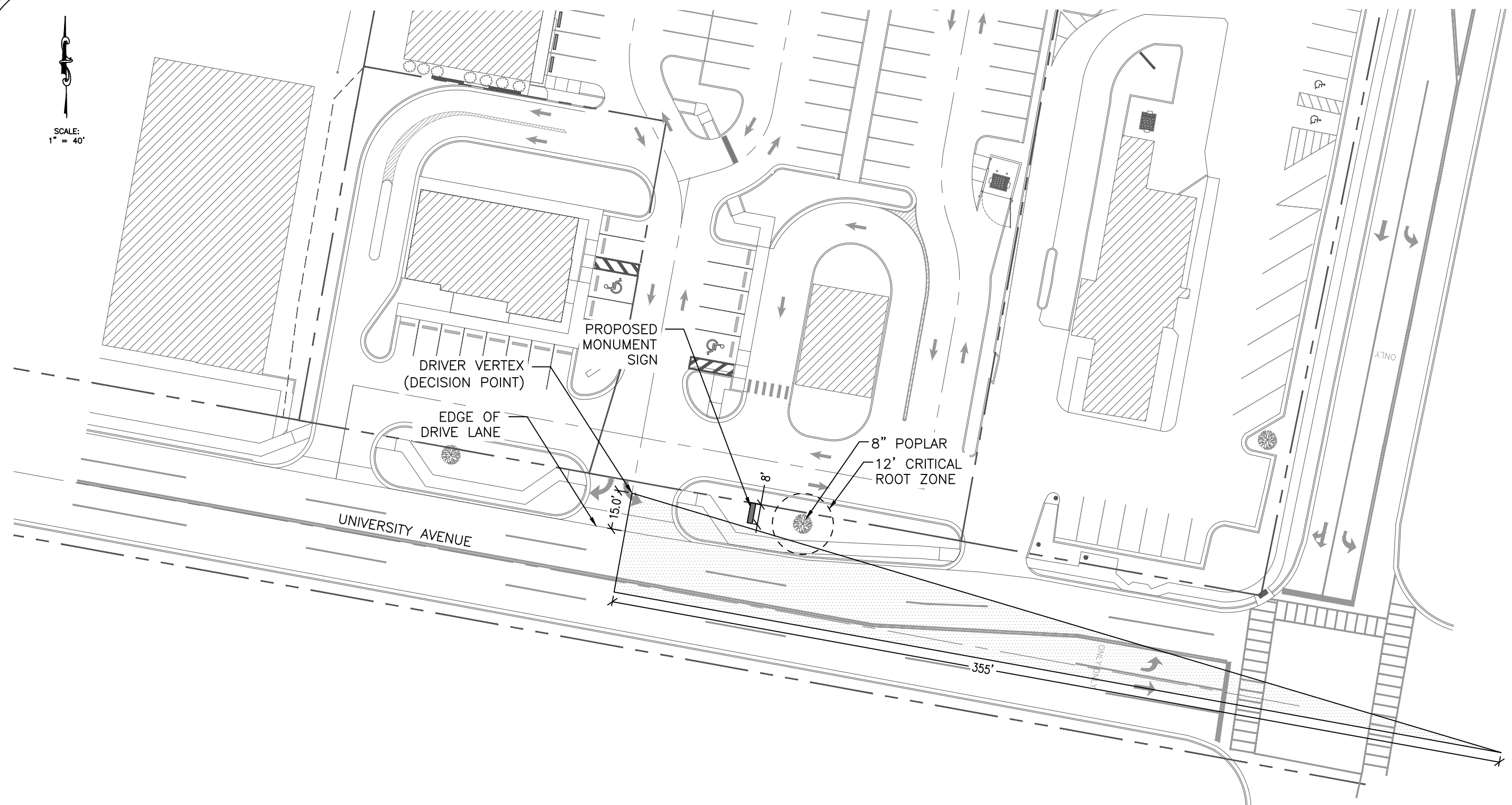
UNIVERSITY SHOPPING CENTER
ORIGIN BANK - RIGHT TURN SIGHT DISTANCE TRIANGLE EXHIBIT
AUGUST 9, 2021

DATE: 08/09/2021

BY: HRW

SCALE: 1" = 40'

SCALE:
1" = 40'



EMAIL:
OXFORD@PECORPMS.COM

PHONE:
(662) 234-8539

FAX:
(662) 234-8639

WEB SITE:
PECORPMS.COM

UNIVERSITY SHOPPING CENTER

ORIGIN BANK - LEFT TURN SIGHT DISTANCE TRIANGLE EXHIBIT

AUGUST 9, 2021

DATE: 08/09/2021

BY: HRW

SCALE: 1" = 40'

ORDINANCE NO. 2021- __

AN ORDINANCE AMENDING SECTION 2-25 OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, THE MAYOR AND BOARD OF ALDERMEN – COMPENSATION

BE IT ORDINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI:

SECTION I. Chapter 2 Section 2 shall be amended as follows:

Sec. 2-25. - Same—Compensation.

- (a) The compensation of all officers and employees of the city appointed by the mayor and board of aldermen shall be as prescribed by the mayor and board of aldermen from time to time.
- (b) The annual salary of the Mayor and each alderman shall be set as a line item in the annual budget of the City of Oxford by a motion and majority vote.
- (c) In addition to the requirement to (b) above and at least one year prior to the election of a new administration, the mayor and board of aldermen shall meet in open session to consider the appropriate level of construction compensation for the next administration.
- (d) During any consideration for change of any compensation under section (b) or (c) above, the mayor and board shall take into consideration pay rate increases for other city employees, the consumer price index, compensation paid to elected officials in comparable communities, and any other factor the board and mayor consider pertinent. This subsection does not impose any obligation upon the board and mayor other than to review, at least once every four years, the level of compensation paid to elected officials.

SECTION II. Repealing Clause. All ordinances or parts of ordinances in conflict herewith shall be, and the same are hereby, repealed.

SECTION III. Effective Date. This ordinance shall take effect and be in force as provided by law.

The above Ordinance, having been first reduced to writing and read and considered, section by section at a public meeting by the governing authorities of the City of Oxford, Mississippi, on motion of Alderman _____, seconded by Alderman _____, and the roll being called, the same adopted by the following votes:

Alderman Addy _____
Alderman Huelse _____
Alderman Hyneman _____
Alderman Howell-Atkinson _____
Alderman Taylor _____
Alderman Bailey _____
Alderman Morgan _____

Whereupon, the ordinance having received a majority of the affirmative votes, the Mayor declared that the Ordinance had been passed and adopted on this the __ day of _____, 2021.

City of Oxford, Mississippi

By: _____

Robyn Tannehill, Mayor

Attest:

Ashley Atkinson, City Clerk



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Alderman
From: Mark Levy
CC: Bart Robinson
Date: August 17, 2021
Re: Consider Resolution Regarding Licensing of City Property Not Needed for Municipal Purposes and Surplus Property License

The enclosed resolution declares surplus a portion of the improved right-of-way along East Jackson Avenue from the corner of Courthouse Square to the intersection of North 9th Street. If approved, the right-of-way, indicated on Exhibit A, will be eligible for license by the adjoining private businesses.

The proposed license will be granted to individual businesses by the Board of Alderman effective immediately, but will be “terminable at any time for any reason at the will of the licensor.” The rent fee will be based on a price per square foot determined by the Board of Alderman and paid on an annual basis. In addition to the surplus property license, business will be required to obtain a Shared Space Permit and ABC permit (if serving alcohol) in order to use the space.

RESOLUTION OF OXFORD, MISSISSIPPI
REGARDING LICENSING OF CITY PROPERTY NOT NEEDED FOR
MUNICIPAL PURPOSE

The Board took up for consideration the licensing of certain real property owned by the City (fully described in attached Exhibit “A”), and the City of Oxford, Mississippi, upon due consideration, adopts the following Resolution, which was first reduced to writing:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF OXFORD, MISSISSIPPI, FINDING CITY
PROPERTY SURPLUS AND AUTHORIZING APPRAISALS AND
LICENSING OF PROPERTY PURSUANT TO MISS. CODE ANN. §
21-17-1**

WHEREAS, the City owns rights-of-way throughout the City of Oxford including the downtown business district surrounding and adjacent to the Courthouse Square in Oxford, Lafayette County, Mississippi and specifically the right-of-way along Jackson Avenue; and

WHEREAS, the City has recently extended the sidewalk along a portion of Jackson Avenue to improve the pedestrian walkway and to increase the area available for public use; and

WHEREAS, the City’s improvements have created surplus areas along Jackson Avenue that are not needed for a municipal purpose, more particularly described in Exhibit “A” (the “Property”); and

WHEREAS, the City of Oxford has the power to license real property owned by it, and make such order respecting the same as may be deemed conducive to the best interest of the City, pursuant to Miss. Code Ann. § 21-17-1; and

WHEREAS, the City finds that it is in the best interests of the community to make the Property available for licensing to adjacent business owners for period of one year for

valuable consideration, and therefore has determined the value of the property to be licensed in the manner provided by law; and

WHEREAS, said grant contemplated herein is a mere license only and the City reserves the right to terminate said License immediately at the will of the City for any reason.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Board of Aldermen of the City of Oxford, Mississippi, as follows:

1. The City declares that the Property is not needed for a municipal purpose and is therefore surplus; and
2. The City hereby accepts the two professional property appraisals of the Property; and
3. The City authorizes the licensing of the Property to adjacent business owners based on a minimum of the average of the two appraisals of the Property, plus any incidental costs.

After full discussion of this matter, Alderman _____ moved that the foregoing Resolution be adopted and said motion was seconded by Alderman _____, and upon the question being put to a vote, the vote was as follows:

| | |
|-------------------|-------|
| Alderman Addy | _____ |
| Alderman Huelse | _____ |
| Alderman Hyneman | _____ |
| Alderman Atkinson | _____ |
| Alderman Taylor | _____ |
| Alderman Bailey | _____ |
| Alderman Morgan | _____ |

WHEREUPON, the foregoing Resolution was declared passed and adopted at a

regular meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi;
on this, the ____ day of _____, 2021.

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

SURPLUS PROPERTY LICENSE

THIS LICENSE (“License”) is made and entered into as of _____, 2021 (the “Effective Date”), by and between the City of Oxford, Mississippi, a municipality of the State of Mississippi, (the “City” or “Licensor”) and _____, (“_____” or “Licensee”).

WITNESSETH:

WHEREAS, the City owns rights-of-way throughout the City of Oxford including the downtown business district surrounding and adjacent to the Courthouse Square in Oxford, Lafayette County, Mississippi and specifically the right-of-way area adjacent to Licensee’s business along Jackson Avenue more particularly described in Exhibit “A” (the “Property”); and

WHEREAS, the City has recently extended the sidewalk along a portion of Jackson Avenue to improve the pedestrian walkway and to increase the area available for public use; and

WHEREAS, the City of Oxford has the power to license real property owned by it, and make such order respecting the same as may be deemed conducive to the best interest of the City, pursuant to Miss. Code Ann. § 21-17-1; and

WHEREAS, the City finds that it is in the best interests of the community to license the Property to Licensee for period of one year for valuable consideration, and

WHEREAS, SAID PERMISSION CONTEMPLATED HEREIN IS A MERE LICENSE ONLY AND MAY BE TERMINATED IMMEDIATELY AT THE WILL OF THE CITY FOR ANY REASON.

THEREFORE, for and in consideration of the promises, covenants and agreements contained in this License, the City and Licensee hereby covenant and agree as follows:

ARTICLE I
DEMISE, TERM, RENT, AND OTHER PAYMENTS

Section 1.01 Demise and Term. Subject to the terms and conditions stated herein, Licensor shall license the Property unto Licensee, for a term commencing on the Effective Date and expiring exactly one (1) year later unless sooner terminated as provided in this License (the “Term”).

Section 1.02 Rent. Licensee covenants and agrees to pay the City as rent hereunder for the Property the amount of \$ _____ per square foot for the square footage indicated on Exhibit A (_____sf) for a total yearly rent of \$ _____ (the “Rent”), due and payable to the City on the 1st day of the Term.

Section 1.03 Payment of Rent. All Rent shall be paid to the City without demand or set-off at the address of the City specified in Section 8.03 of this License, or at such other address as City may designate.

ARTICLE II
TAXES, ASSESSMENTS, CHARGES, COMPLIANCE WITH LAW, AND LIENS

Section 2.01 Taxes and Other Charges. To the extent applicable, Licensee shall pay and discharge as they become due and before they become delinquent all taxes, assessments, fees or charges related to its use of the Property, including any sales, gross income, rental, business occupation, or other like taxes and assessments, utility payments and charges, garbage and trash collection fees, which are or may, during the Term, be levied, charged, assessed or imposed solely upon or against the Property.

Section 2.02 Compliance with Laws.

(a) Licensors acknowledges that any use of the Property that is unlawful, improper, excessively noisy or offensive, or contrary to any law or any applicable law, regulation, or ordinance in force in Oxford, Mississippi shall be grounds for immediate termination of this License.

(b) Licensee is obligated, at its own expense, to procure the appropriate permits for the operation of its business on the Property including any necessary permits from the Mississippi Department of Revenue and/or Alcoholic Beverage Control for the sale of alcoholic beverages on the Property and a Shared Use Permit from the City of Oxford Planning Department. Licensee shall give prompt notice to Licensors of any violation of any law or requirement of public authority with respect to the Property or the use and occupation thereof by Licensee.

Section 2.03 Liens. Licensee shall not permit any liens to attach to the Property. If any lien or order for the payment of money shall be filed against Licensors or the Property, arising out of Licensee's use or occupation of the Property then Licensee shall, immediately cause such lien to be canceled and discharged of record, by bond or otherwise, at the election and expense of Licensee or Licensee may insure over such lien with a title insurance company acceptable to Licensors. Licensee shall, indemnify, hold harmless and defend on behalf of Licensors, at Licensee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Licensors shall pay any damages and discharge any judgment entered thereon. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

ARTICLE III
USE AND SURRENDER OF THE DEMISED PREMISES AND UTILITIES

Section 3.01 Use of the Property. Licensee's use of the Property shall be governed by the Shared Use Permit approved by the City of Oxford Planning Department. The Licensee's use and occupation of the Property is subject to and must comply with all

applicable laws and ordinances, including City of Oxford ordinances regarding the service of alcoholic beverages and amplified sound.

Section 3.02 Surrender of Property. It is agreed that at the expiration or earlier termination of this License, Licensee shall remove any personal property, which Licensee has placed on the Property. If Licensee's removal of any items causes damage to the Property, then Licensee shall promptly repair such damage and shall be solely liable for the costs of such repair. Licensee covenants and agrees, at the expiration or earlier termination of this License, whether by limitation, forfeiture or otherwise, to quit, surrender and deliver to Licensor possession of the Property, free from all personal property of the Licensor, and free from all liens thereon, in good condition and repair, ordinary wear and tear excepted, all of which shall become and remain the property of Licensor. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

Section 3.03 Termination by Licensee. This License may be terminated by Licensee at any time upon 10 days written notice to Licensor. In the event of a termination by Licensee, any obligation that has accrued to Licensee under the operation of this License shall survive the termination.

ARTICLE IV
IMPROVEMENTS, REPAIRS, MAINTENANCE AND INSPECTIONS

Section 4.01 Construction of Improvements. No improvements may be made to the Property unless they are approved in advance by the City of Oxford Planning Department as part of the Shared Use Permitting process.

Section 4.02 Maintenance and Repair of Property. Except as noted below, Licensor shall keep and maintain the Property in good order and repair. Any damage to the property caused by Licensee or its invitees, shall be repaired by Licensee at Licensee's sole cost and expense. Licensor shall not be liable to Licensee or Licensee's agents, employees and invitees for any damages resulting from failure to maintain the Property unless such damage is due solely to Licensor's gross negligence or willful misconduct. Notwithstanding the above, Licensee shall ensure that the Property is thoroughly cleaned at the end of each business day. All property of every kind which may be on the Property during the term of this License shall be on the Property at the sole risk of Licensee or those claiming under Licensee, and Licensor shall not be liable to Licensee or to any other person for any injury, loss or damage to any such property in or upon the Property, and the entrances, sidewalks and walkways adjoining same, unless due solely to Licensor's gross negligence or willful misconduct.

ARTICLE V
INSURANCE

Section 5.01 Classes of Insurance for Licensee. During the Term of this License, Licensee shall keep the Property insured against the following risks and hazards, with coverage in amounts not less than those specified as follows:

(a) Special form property insurance insuring Licensee’s furniture, fixtures, equipment, and other personal property, in an amount equal to the full replacement cost;

(b) Comprehensive general public liability insurance against claims relating to or occurring on or about the Property and its respective appurtenances and improvements, including personal injury, death and property damage, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries to or death of one person and Two Million Dollars (\$2,000,000.00) on account of bodily injuries or death of more than one person as the result of any one accident or occurrence. All such general public liability insurance shall name Licensor, and its lender(s) (if notice is provided to Licensee) as an additional insured and may be furnished under a “primary” policy and an “umbrella” policy, provided that it is primary insurance and no excess over, or contributory with, insurance in force for Licensor.

Section 5.02 Requirements. The insurance required by Section 5.01 above shall: (i) be written in the name of Licensee with respect to general liability policies, with Licensor and Licensor’s lender if any known to Licensee, named as additional insured parties and (ii) be written by one or more responsible insurance companies authorized to do business in Mississippi and reasonably acceptable to Licensor. Licensee shall give thirty (30) days’ prior written notice to Licensor of any proposed cancellation of any of its insurance policies. Licensee shall be solely responsible for the payment of any insurance premiums, and Licensor (or Licensor’s designee) shall not be required to pay any premium for such insurance. Licensee shall deliver to Licensor, upon request, a certificate of insurance on all policies secured by Licensee in compliance with its obligations hereunder.

ARTICLE VI
ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 6.01 Assignment, Subletting and Mortgaging. Licensee shall not (i) sublicense the Property, or any part thereof, nor (ii) assign this License or any interest therein, nor (iii) grant concessions or licenses or other rights for the occupancy or use of the Property, or any part thereof, nor (iv) encumber, mortgage, hypothecate or grant any interest in this License or in Licensee’s estate, nor (v) transfer any interest in this License or Licensee’s estate in the Property.

ARTICLE VII
DEFAULT

Section 7.01 Events of Default. The occurrence of any of the following acts or events shall constitute an event of default under this License (an “**Event of Default**” or “**Default**”):

(a) Licensee’s failure to make any payment of Rent or any other payment required hereunder;

(b) Licensee’s failure to fulfill or perform any of Licensee’s other covenants, agreements or obligations under this License;

(c) At any time during the Term, the filing by or against Licensor or Licensee in any court pursuant to any petition in bankruptcy alleging an insolvency, for reorganization, for the appointment of a receiver, or for an arrangement under the Bankruptcy Code, or if a similar type of proceeding shall be filed.

(d) **NOTWITHSTANDING ANY OF THE ABOVE EVENTS OF DEFAULT OR ANY OTHER TERM OF THIS LICENSE, THIS LICENSE IS IMMEDIATELY TERMINABLE AT ANY TIME FOR ANY REASON AT THE WILL OF THE LICENSOR.**

Section 7.02 Licensor's Remedies. Due to the nature of this License, no cure period is included. Whenever an Event of Default shall have occurred, Licensor shall have the right to, but is under no obligation to pursue one or more of the remedies:

(a) Licensee shall pay to Licensor all reasonable costs incurred by Licensor (including court costs and reasonable attorneys' fees and expenses) in: (1) obtaining possession of the Property; (2) removing and storing Licensee's property; (3) repairing, restoring, altering, remodeling, or otherwise putting the Property into the same condition that the Property was in on the effective date of this License. To the full extent permitted by Law, Licensor and Licensee agree the federal and state courts located in Oxford, Mississippi shall have exclusive jurisdiction over any matter relating to or arising from this License and the parties' rights and obligations under this License;

(b) Terminate this License by giving Licensee written notice thereof, in which event Licensee shall pay to Licensor the sum of: (1) all Rent accrued hereunder through the date of termination; (2) all amounts due under Section 7.02(a);

Section 7.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Licensor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this License or now or hereafter existing at law or in equity or by statute. No delay or omission by Licensor to exercise any right or power that accrued upon any default of Licensee shall impair any such right or power or shall be construed to be a waiver thereof, and any such right and power may be exercised by Licensor at any time, from time to time and as often as may be deemed expedient.

ARTICLE VIII **MISCELLANEOUS**

Section 8.01 Waiver. Failure of either party to insist upon the strict performance of any term, condition or covenant to be performed pursuant to this License or to exercise any option, right, power or remedy contained in this License shall not be deemed nor construed as a waiver of such performance or relinquishment of such right now or subsequent thereto. No waiver of any terms or provisions hereof shall be valid unless such waiver is in writing.

Section 8.02 Severability. Each and every covenant and agreement contained in this License shall be, for any and all purposes hereof, construed as separate and independent

from all other covenants and agreements contained herein. All rights, powers and remedies provided herein shall be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this License valid and enforceable. If any term, provision or covenant of this License or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this License or the application of such term, provision or covenant to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 8.03 Notices, Demands and Other Instruments. All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the terms of this License shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, (ii) two business days after deposit in the United States Mail, certified mail return receipt requested, or (iii) when delivered by a nationally recognized overnight courier service, addressed to each party hereto as follows:

Licensor: City of Oxford, Mississippi
Attn: Ashley Atkinson
107 Courthouse Square
Oxford, MS 38655

With a copy to: MAYO MALLETTE PLLC
Attn: Pope Mallette
P.O. Box 1456
Oxford, MS 38655

Licensee:

Oxford, MS 38655

or at such other address in the United States as Licensor or Licensee may from time to time designate in writing and deliver to the other party.

Section 8.04 Successors and Assigns. Each and every covenant, term, condition and obligation contained in this License shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives, successors and assigns of Licensor and Licensee. Whenever reference to the parties hereto is made in this License, such reference shall be deemed to include the legal representatives, successors and assigns of Licensor and Licensee as if in each case expressed. The term "**Person**" when used in this License shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

Section 8.05 Headings. The headings to the various sections of this License have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this License.

Section 8.06 Counterparts. This License may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 8.07 Applicable Law. This License shall be construed under and enforced in accordance with the laws of the State of Mississippi.

Section 8.08 All Genders and Numbers Included. Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this License, it shall equally apply to, extend to and include the other.

Section 8.09 Time of the Essence. It is specifically agreed that the timely payment of each and every installment of Rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this License.

Section 8.10 Prohibition on Recording License. Neither party shall at any time record a copy of this License or memorandum of License without Licensor's consent.

Section 8.11 Amendment or Modification. This License contains the entire agreement of the parties, and no amendment or modification of this License shall be valid or binding unless expressed in writing and executed by the parties hereto in writing in the same manner as the execution of this License.

Section 8.12 Indemnification. Licensee shall indemnify, defend, keep, save, and hold harmless Licensor from any and all damages and liability for anything and everything whatsoever arising from or out of the occupancy by or under Licensee, Licensee's agents or servants, any user and/or renter to whom Licensee allows access to the Property pursuant to this License, and from any loss or damage arising from any fault or negligence by Licensee or any failure on Licensee part to comply with any of the covenants, terms, and conditions in this License.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed as of the day and year first above written.

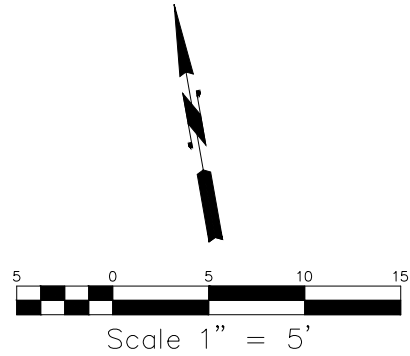
LICENSEE:

LICENSOR:

City of Oxford, Mississippi

By: _____

By: _____
Robyn Tannehill, Mayor



SYMBOL AND LINE LEGEND

| | |
|---------|------------------------------------|
| — UT — | TELEPHONE (UNDERGROUND) |
| — FOC — | FIBER OPTIC CABLE |
| | WATER METER |
| | WATER VALVE |
| — W — | DOMESTIC WATER |
| — OE — | ELECTRIC (OVERHEAD) |
| | SURPLUS AREA AREA A = 225.05 SF |

EXHIBIT A
AREA A

SURVEYORS CERTIFICATION:

This is to certify that I, the undersigned, a licensed surveyor in the State of Mississippi have completed a survey of the premises as described and delineated hereon for the purpose of accurately describing the same and that this plat represents said premises as surveyed on the ground by me or under my direct supervision and is true and accurate to the best of my knowledge.

Larry L. Britt PS#2078 _____ Date: _____

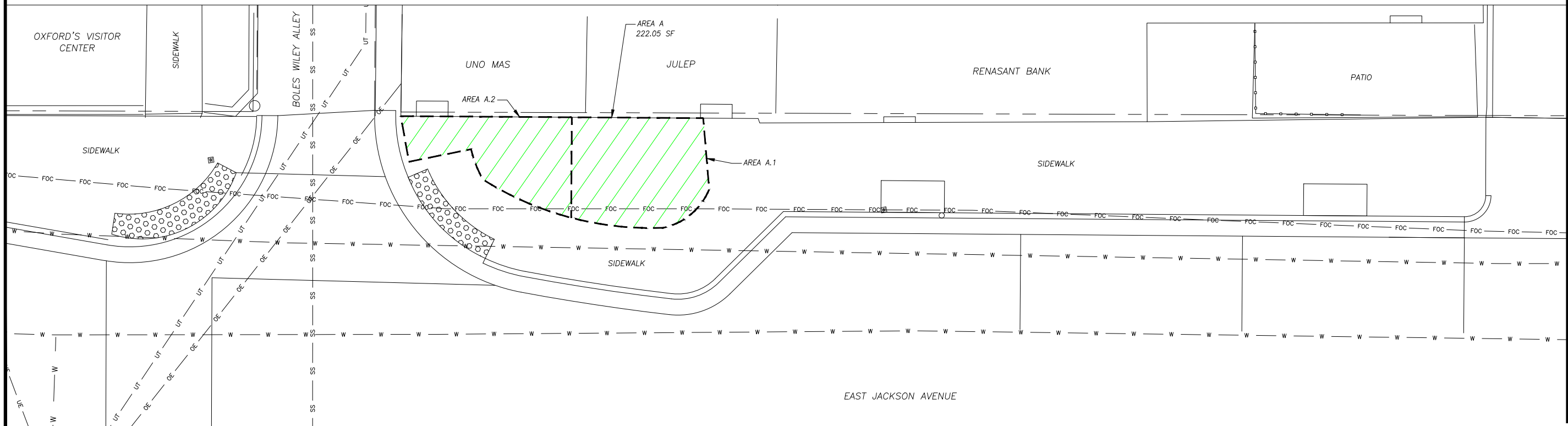
STATE PLANE COORDINATE SYSTEM:

BEARINGS: GRID
ZONE: MS EAST
DATUM: NAD 83 (2011)
DERIVED FROM: GPS Reference Network System

COORDINATES ESTABLISHED FROM
CORS STATION MS0X, OXFORD, MS
N=1770206.108
E=773290.955

NOTES:

1. This survey was prepared without the benefit of a title search by the client or owner.
2. This Property is subject to all City of Oxford rules and regulations.
3. This property is subject to all road and utility easements and right-of-way of record. Recorded or Unrecorded.
4. This Property is a Class "A" survey as set forth in Appendix "A" of the Standards of Practice for Surveying in the State of Mississippi.
5. This Property does not lie in a flood hazard area according to the Flood Insurance Rate Map No. 28071C0257C, Panel No. 257, Effective date November 26, 2010.
6. This survey meets the conditions of closure and accuracy for Condition "A" as set forth in Appendix "B" of the Standards of Practice for Surveying in the State of Mississippi.
7. Bearings Established: GPS Observation (Grid)
8. All of the survey calls are either deed calls, plat calls or measured calls established by this survey.
9. 1/2" Rebar, as described, is a 1/2" reinforcement bar.
10. Date of field survey: 8-10-21.



OWNERSHIP OF DOCUMENTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF ELLIOTT & BRITT ENGINEERING, P.A., AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF ELLIOTT & BRITT ENGINEERING, P.A.

REVISION

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LEASE AGREEMENT SURVEY FOR:
**EAST JACKSON AVENUE
STREETSCAPE IMPROVEMENTS**
CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI

DRAWN

G B A

CHECKED

K W M

ENGINEER

K W M

DATE

August 12, 2021

JOB NUMBER

S120-026

**ELLIOTT & BRITT
ENGINEERING, P.A.**
OXFORD - BATESVILLE - NEW ALBANY - HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

SHEET TITLE

PARCEL AREA A
LEASE MAP

SHEET NUMBER

1

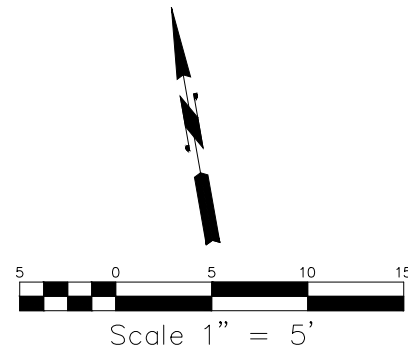
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 REVISION

SURVEYORS CERTIFICATION:
 This is to certify that I, the undersigned, a licensed surveyor in the State of Mississippi have completed a survey of the premises as described and delineated hereon for the purpose of accurately describing the same and that this plat represents said premises as surveyed on the ground by me or under my direct supervision and is true and accurate to the best of my knowledge.

Larry L. Britt PS#2078 _____ Date: _____

SYMBOL AND LINE LEGEND

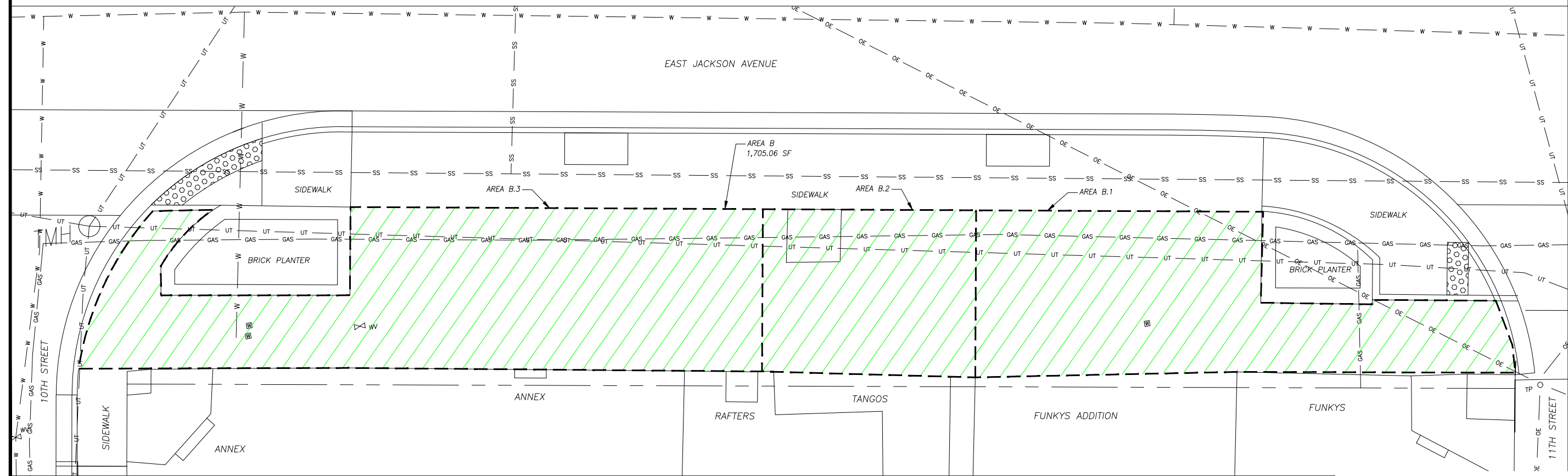
- ^{TMH} TELEPHONE MANHOLE
- ^{TP} TELEPHONE POLE
- UT — TELEPHONE (UNDERGROUND)
- OT — TELEPHONE (OVERHEAD)
- ⊞ WATER METER
- ⊞^{WV} WATER VALVE
- W — DOMESTIC WATER
- SS — SANITARY SEWER
- GAS — GAS
- OE — ELECTRIC (OVERHEAD)
- ▨ SURPLUS AREA
 AREA B = 1,705.06 SF



STATE PLANE COORDINATE SYSTEM:
 BEARINGS: GRID
 ZONE: MS EAST
 DATUM: NAD 83 (2011)
 DERIVED FROM: GPS Reference Network System
 COORDINATES ESTABLISHED FROM
 CORS STATION M50X, OXFORD, MS
 N=1770206.108
 E=773290.955

- NOTES:
1. This survey was prepared without the benefit of a title search by the client or owner.
 2. This Property is subject to all City of Oxford rules and regulations.
 3. This property is subject to all road and utility easements and right-of-way of record. Recorded or Unrecorded.
 4. This Property is a Class "A" survey as set forth in Appendix "A" of the Standards of Practice for Surveying in the State of Mississippi.
 5. This Property does not lie in a flood hazard area according to the Flood Insurance Rate Map No. 28071C0257C, Panel No. 257, Effective date November 26, 2010.
 6. This survey meets the conditions of closure and accuracy for Condition "A" as set forth in Appendix "B" of the Standards of Practice for Surveying in the State of Mississippi.
 7. Bearings Established: GPS Observation (Grid)
 8. All of the survey calls are either deed calls, plat calls or measured calls established by this survey.
 9. 1/2" Rebar, as described, is a 1/2" reinforcement bar.
 10. Date of field survey: 1-25-19.

EXHIBIT A (CONT'D)
 AREA B



LEASE AGREEMENT SURVEY FOR:
**EAST JACKSON AVENUE
 STREETScape IMPROVEMENTS**
 CITY OF OXFORD
 LAFAYETTE COUNTY, MISSISSIPPI

| | |
|------------|-----------------|
| DRAWN | G B A |
| CHECKED | K W M |
| ENGINEER | K W M |
| DATE | August 12, 2021 |
| JOB NUMBER | S120-026 |

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| | |
|--------------|----------------------------|
| SHEET TITLE | PARCEL AREA B LEASE MAP |
| SHEET NUMBER | 2 |

OWNERSHIP OF DOCUMENTS
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REVISION

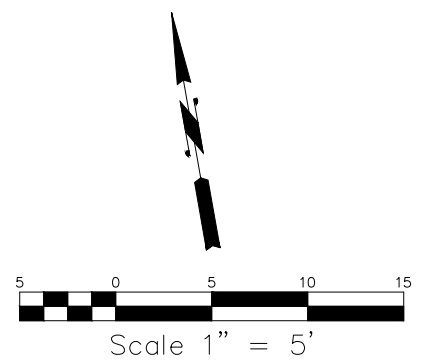
EXHIBIT A (CONT'D)
 AREA C

SURVEYORS CERTIFICATION:
 This is to certify that I, the undersigned, a licensed surveyor in the State of Mississippi have completed a survey of the premises as described and delineated hereon for the purpose of accurately describing the same and that this plat represents said premises as surveyed on the ground by me or under my direct supervision and is true and accurate to the best of my knowledge.

Larry L. Britt PS#2078 Date:

SYMBOL AND LINE LEGEND

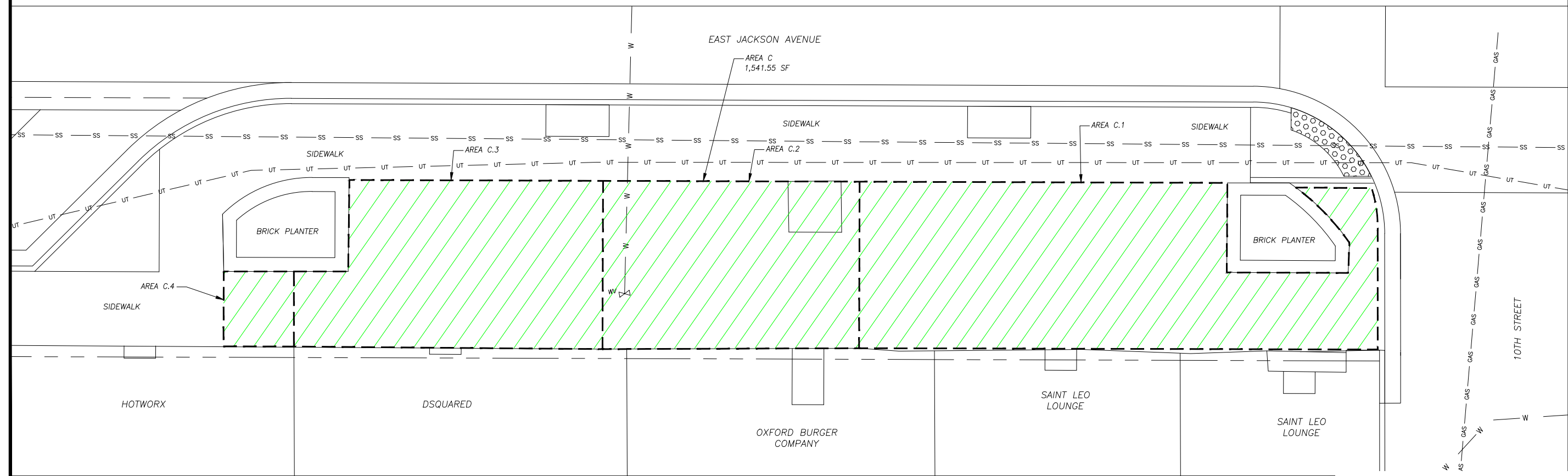
- TMH TELEPHONE MANHOLE
- UT — TELEPHONE (UNDERGROUND)
- ⊞ W WATER METER
- ⊞ WV WATER VALVE
- W — DOMESTIC WATER
- SS — SANITARY SEWER
- ▨ SURPLUS AREA
 AREA c = 1,541.55 SF



STATE PLANE COORDINATE SYSTEM:
 BEARINGS: GRID
 ZONE: MS EAST
 DATUM: NAD 83 (2011)
 DERIVED FROM: GPS Reference Network System

COORDINATES ESTABLISHED FROM
 CORS STATION MSOX, OXFORD, MS
 N=1770206.108
 E=773290.955

- NOTES:**
1. This survey was prepared without the benefit of a title search by the client or owner.
 2. This Property is subject to all City of Oxford rules and regulations.
 3. This property is subject to all road and utility easements and right-of-way of record. Recorded or Unrecorded.
 4. This Property is a Class "A" survey as set forth in Appendix "A" of the Standards of Practice for Surveying in the State of Mississippi.
 5. This Property does not lie in a flood hazard area according to the Flood Insurance Rate Map No. 28071C0257C, Panel No. 257, Effective date November 26, 2010.
 6. This survey meets the conditions of closure and accuracy for Condition "A" as set forth in Appendix "B" of the Standards of Practice for Surveying in the State of Mississippi.
 7. Bearings Established: GPS Observation (Grid)
 8. All of the survey calls are either deed calls, plat calls or measured calls established by this survey.
 9. 1/2" Rebar, as described, is a 1/2" reinforcement bar.
 10. Date of field survey: 1-25-19.



LEASE AGREEMENT SURVEY FOR:
**EAST JACKSON AVENUE
 STREETScape IMPROVEMENTS**
 CITY OF OXFORD
 LAFAYETTE COUNTY, MISSISSIPPI

| | |
|------------|-----------------|
| DRAWN | G B A |
| CHECKED | K W M |
| ENGINEER | K W M |
| DATE | August 12, 2021 |
| JOB NUMBER | S120-026 |

**ELLIOTT & BRITT
 ENGINEERING, P.A.**
 OXFORD - BATESVILLE - NEW ALBANY - HOLLY SPRINGS
 (662) 234-1763
 WWW.ELLIOTTBRITT.COM

| | |
|--------------|----------------------------|
| SHEET TITLE | PARCEL AREA C LEASE MAP |
| SHEET NUMBER | 3 |

VIDEO SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") dated May 8th 2009 ("Effective Date") is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi ("AT&T"), a Georgia corporation, and the City of Oxford, Mississippi, a municipal corporation ("City"). AT&T and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, AT&T, as a telephone corporation, has a statewide franchise under 1886 Mississippi Laws, Chapter 38, Section 1, which AT&T maintains allows it to construct, operate and maintain its telecommunications, video and like facilities in the public rights of way ("ROW") throughout the State of Mississippi without having to obtain a local franchise or pay franchise fees; and

WHEREAS, AT&T has informed the City that it is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which, AT&T asserts is a switched, two-way, point-to-point and interactive service ("IP-Enabled Video Service"). For purposes of this Agreement, IP-Enabled Video Service shall include any technological advances that may be used to provide video services in the future; and

WHEREAS, the City maintains that the services that AT&T will provide in the City over its IP Network are "Cable Services" as defined in 47 U.S.C. Section 522 (6) and are subject to Title VI of the Communications Act of 1934, as amended ("Title VI"), and AT&T disagrees with this contention; and

WHEREAS, the Parties, without determining whether the system or services that AT&T will use in the City to provide IP-Enabled Video Service are subject to Title VI, desire to enter into this Agreement, which the Parties, in good faith, intend to be binding as a matter of contract between them and believe is in accord with such obligations as might be imposed by Title VI, Mississippi law, and the Ordinances of the City, if and to the extent such are applicable; and

WHEREAS, both Parties agree that the deployment of the IP Network and the provision of IP-Enabled Video Service is in the best interests of both Parties and of the residents of the City. Therefore, both Parties agree that such deployment and provision of service should not be delayed by possible litigation and that it is in the best interests of both Parties to reach a compromise of each other's positions and claims; and

WHEREAS, the Parties recognize and acknowledge that their positions differ regarding the jurisdiction of the City to require AT&T to enter into an agreement before it may occupy or use the public ROW to upgrade its existing network to provide video services to the citizens of the City; however, the Parties voluntarily enter into this Agreement to avoid possible litigation and consequent delay; and

WHEREAS, it is the understanding of the Parties that AT&T expressly reserves all of its rights under Mississippi law to access and use the public ROW, without limitation, to provide

services and products to its customers using its network; and

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T agree as follows.

1. Requirements. The City and AT&T hereby execute a Video Services Agreement for the provision of IP-Enabled Video Service. IP-Enabled Video Service is a switched, two-way point-to-point interactive video service provided by AT&T over its wire-line network. Unless preempted by state or federal law, during the term of this Agreement so long as the terms of this Agreement remain enforceable, the City will not attempt to nor subject the provision of AT&T's IP-Enabled Video Service to regulation except under the terms of this Agreement. For the reasons set forth herein, the parties agree to enter into this agreement for the exclusive and limited purpose of addressing the provision by AT&T of wire-line video service within the City. The execution of this Agreement does not affect any rights that AT&T may have under AT&T's statewide franchise granted under 1886 Mississippi Laws, Chapter 38, Section 1. Likewise, the execution of this Agreement does not affect any rights that the City may have to regulate AT&T's use of the public ROW to the maximum extent permitted under the law and the City does not, in any way, waive or surrender any of its regulatory powers over City ROW or other police powers of the City by virtue of executing this Agreement.

1.1. AT&T agrees that it must locate its IP-Enabled Video Service equipment in the ROW so as not to cause unreasonable interference with the rights of the traveling public on public rights of way, not to unreasonably limit the visibility of vehicular and/or pedestrian traffic, and not to cause unreasonable interference with the rights, if any, of property owners who adjoin any of the said streets, alleys or other public ways.

1.2. AT&T shall comply with the lawful application of all applicable provisions of the Code of Ordinances of the City, state and federal law with respect to the location of AT&T's IP-Enabled Video Service equipment and facilities in the ROW, including generally applicable permitting requirements that may be required under the Ordinances of the City, as it now exists or as it may be amended from time to time. The City shall provide notice to AT&T, reasonably in advance, of any new or amendments to its Ordinances or other permitting requirements being considered by the City that may impact the location, use, or otherwise affect AT&T's network or its IP-Enabled Video Service equipment or facilities in the ROW. If the location selected by AT&T for a specific IP-Enabled Video Service cabinet raises a reasonable public health, safety, and welfare concern, the City and AT&T agree to cooperate and work together in order to identify reasonable alternative locations, if available, to satisfy any technical specifications or limitations of the facilities or equipment to be placed in the ROW and that are acceptable to the City and AT&T.

1.3. AT&T shall comply with the same terms and conditions as are applicable under its existing authorizations for AT&T's facilities and equipment in the ROW with respect to all work involved in the construction, maintenance, repair and upgrade of the IP-Enabled Network. Nothing in this Agreement shall in any way reduce or expand the City's authority over the ROW to the maximum extent permitted by law, currently in place or as may be amended from time to time.

1.4. The City agrees to subject the construction and installation of the IP-Enabled Network to the same process and review as it subjects the installation and construction of AT&T's existing telecommunications infrastructure consistent with applicable provisions of the City Ordinances, rules and regulations, state and federal law.

1.5. In accordance with the City Ordinances, rules and regulations, the City agrees to process any and all applicable permits for the installation and construction of IP-Enabled Video Service facilities in a timely and prompt manner consistent with reasonable municipal practices. City agrees not to unreasonably block, restrict, or limit the construction and installation of the AT&T IP Network.

1.6. With respect to the IP Network of AT&T located in the public ROW and utilized to provide IP-Enabled Video Service:

a. All construction practices for IP-Enabled Video Service facilities shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970, as amended.

b. All installation of electronic IP-Enabled Video Service equipment shall be installed in accordance with the provisions of the National Electrical Safety Code of the National Bureau of Standards and National Electrical Code of the National Board of Fire Underwriters.

c. Antennas and their supporting structures (towers) used exclusively for the provision of IP-Enabled Video Services shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable state and municipal laws, codes and regulations.

d. All of AT&T's IP Network equipment and facilities shall be installed, located, erected, constructed, reconstructed, replaced, or removed in accordance with good engineering practices. All such work must be performed so as not to unreasonably interfere with road improvements the City may deem appropriate to make, or unlawfully hinder or obstruct the rights of the traveling public. Nothing in this Section shall be construed to limit AT&T's rights to access and make use of its own or general utility easements in accordance with the terms of such easements so long as such use is consistent with applicable law.

e. AT&T shall at all times employ ordinary care and shall use commonly accepted methods and devices.

f. AT&T shall to the extent applicable, comply with the provisions of the City Ordinances, rules and regulations regarding tree trimming on public ROW.

g. AT&T acknowledges that it has a preference to install lines underground where it is technically feasible and economically reasonable. Therefore, in those areas of the City where utility company lines, including electric, cable, and telephone companies, have been placed underground, or are required to be placed underground, at the time of installation, AT&T agrees to install its lines underground to the extent technically feasible and economically reasonable. In those areas of the City where utility company

lines, including either electric, cable or telephone companies, are above ground at the time of installation, AT&T agrees, in the event that those lines are later installed underground, that AT&T will install its lines underground to the extent technically feasible and economically reasonable. The City and AT&T agree to continue to cooperate with each other regarding network installation.

2. Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2019. The term may be extended upon mutual agreement of the Parties in writing.

3. Compensation to City.

3.1. During the term of this Agreement, AT&T shall pay to City a fee equal to five percent (5%) of the Gross Revenues derived from the provision of AT&T's IP-Enabled Video Service which fee shall be paid quarterly ("IP-Enabled Video Service Provider Fee"). AT&T will remit the IP-Enabled Video Service Provider Fee pursuant to this Agreement irrespective of the classification of this service under the Federal Communications Act. Such fees shall be paid to the City within forty-five 45 days after the end of the preceding quarter for which payment is made. The provider may designate that portion of the subscriber's bill attributable to any fees imposed pursuant to this Agreement and recover such amount from the subscriber as a separate line item of the bill. The IP-Enabled Video Service Provider Fee shall be in lieu of any permit fee or other fee that could otherwise lawfully be imposed by the City on AT&T in connection with work done in the public ROW; however, nothing in this Agreement shall restrict the right of the City to impose ad valorem taxes, or other taxes that are lawfully imposed on a majority of all other businesses by the City.

3.2. Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. In the event that a IP-Enabled Video Service Provider Fee payment or other sum due is not received by the City on or before the date due, Grantee shall pay in addition to the payment, or sum due, interest from the due date at the legal rate of interest set forth in Mississippi Code Annotated Section 75-17-1. The City shall have the right to audit any such payment for a period of three (3) years, and no acceptance of any payment shall be deemed final until the period for audit shall have expired.

3.3. Gross revenues shall mean all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by AT&T from the provision of AT&T's IP-Enabled Video Service within the City.

3.4. The term Gross Revenues shall include the following:

a. All revenue collected by AT&T arising from or attributable to the provision of its IP-Enabled Video Service sold to subscribers residing within the City limits, when sold individually or as part of a package or bundle, or functionally integrated, with services other than AT&T's IP-Enabled Video Service including, but not limited to: fees charged to Subscribers for any basic, optional, premium, per-channel or per-program service; installation and re-connection fees; converter rentals and/or sales; video service fees; late fees; wire

maintenance revenue associated with stand-alone AT&T provided IP-Enabled Video Service; upgrade, downgrade or other change-in-service fees;

b. All revenue derived from the AT&T's IP-Enabled Video Service pursuant to compensation arrangements for advertising sales and home shopping (including Home Shopping Network and any comparable shopping from home network) sales derived from the operation of the Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Provider may make to advertisers) shall not be deducted from advertising revenue included in Gross Revenues. The allocation of advertising and home shopping revenue shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant region or national compensation arrangement; and

3.5. For purposes of this Agreement, Gross Revenues do not include:

a. uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, less expenses of collection, shall be included in Gross Revenues in the period collected;

b. discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T;

c. except as provided for in Section 3.4 (a), any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a Federal, State, or local government or any other governmental entity, collected by AT&T, and required to be remitted to the taxing entity, including sales and use taxes, and utility user taxes;

d. revenue from the sale or rental of capital assets to non-subscribers;
or

e. any revenues received by AT&T for the provision of non-IP-Enabled Video Service, including, but not limited to, information services (other than IP-Enabled Video Service), telecommunications, Internet access, or the provision of directory or Internet advertising (including yellow pages, white pages, banner advertisement, and electronic publishing).

4. Public, Educational and Governmental Programming. AT&T shall provide capacity for the City's public, educational and governmental ("PEG") programming through AT&T's IP-Enabled Video Service, including sufficient bandwidth capacity to carry PEG channels required by the City. As of the effective date of this Agreement, the City utilizes one (1) PEG channel. The City may request, and AT&T shall provide, a second (2nd) PEG channel upon one hundred eighty (180) days advance written notice by the City. The City may be required to support a change in or addition to current City equipment now in use for PEG programming to make it compatible with AT&T's IP-Enabled Video Service technology. AT&T's obligations herein will begin when its IP-Enabled Video Service subscribers in the Service Area reach one thousand (1,000) subscribers or after eighteen (18) months from the Effective Date, whichever comes first.

4.1. Any operation of any PEG access channel by the City shall be the sole responsibility of the City, and AT&T's only obligation, if any, is the responsibility for the transmission of such channel. The City will be responsible to ensure that all transmissions, retransmissions, content or programming that may be requested to be transmitted over a channel or facility by AT&T in the future, if any, are provided or submitted to AT&T, at the AT&T designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T, without requirement for additional alteration or change in the format or content by AT&T, over the network of AT&T, and which is compatible with the technology or protocol utilized by AT&T to deliver IP-Enabled Video Service. The City may use a provider of its own choosing, including self-provisioning, to deliver PEG content to AT&T's designated connection point, provided that bandwidth and streaming specifications are followed.

4.2. AT&T shall pay the City a PEG fee determined in City's sole discretion, which fee shall not exceed one half of one percent (1/2%) of AT&T's Gross Revenues as defined by paragraph (2) of this Agreement for PEG and the City's institutional network support. The City shall provide AT&T written notice at least forty-five (45) days in advance of the date on which it seeks to start collecting the PEG fee setting forth the percentage it seeks to collect. All fees paid to the City under this section shall be paid in a manner similar to that described in 47 U.S.C. Sections 531 (a) and (b) and may be used by the City as allowed by federal law; further, the PEG fee shall not be offset, deducted or chargeable as a credit against franchise fee payments required by Section 3 of this Agreement. Payments made for PEG and the City's institutional network support related to PEG shall be administered, collected and paid in the same manner as outlined in Section 3 of this Agreement.

4.3. If technically and economically feasible, AT&T will, at its discretion, use reasonable efforts to interconnect with the incumbent cable provider to provide PEG programming.

4.4. If AT&T agrees to provide free service to public facilities for any local government in Mississippi, then AT&T must, upon written request by the City, collectively with all other video or cable TV providers, provide the City free of charge one (1) installation and monthly service to each public school, municipal government buildings, fire station-buildings, police station-buildings, and library buildings that are passed by AT&T's system. No more than one (1) provider shall be required to provide the free service required by this Section 4.4 to any given location. The City will confer with all providers and determine the assignments in a reasonable manner. AT&T shall not seek to offset recurring costs associated with the requirements of this Section against the franchise fees due under Section 3.1 of this Agreement, nor shall AT&T impose such costs on the schools or institutions receiving such free installations and service. AT&T shall offset any non-recurring installation and non-recurring repair of service charges provided pursuant to this section against any fees due under Section 3 of this Agreement. Such charges shall not exceed the installation charge applicable to residential customers or, at such time as a business product is available, to business customers.

5. Emergency Message. AT&T shall carry all Federal mandated National or Presidential alerts, State and Local alerts provided over the "Emergency Alert System" through AT&T's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

6. Customer Service Standards. AT&T shall comply with the customer service

requirements set forth in 47 C.F.R. Section 76.309(c), as such requirements may be amended from time to time. The requirements of 47 C.F.R. 76.309(c) are set forth in Attachment A to this Agreement, but are intended to be identical to the federal law and shall be deemed automatically amended should 47 C.F.R. 76.309(c) be amended.

7. Removal. Upon abandonment, AT&T will, at the City's written request and within a reasonable amount of time, remove from the City ROW any visible equipment that AT&T used exclusively for its IP-Enabled Video Service.

8. Breach of Agreement. Should either Party claim that a breach of any part of this Agreement has occurred, that Party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within sixty (60) days.

9. Dispute Resolution. Except as otherwise provided in this Agreement, the Parties shall, prior to any court action, make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties and use of a mediator when such discussions have failed.

10. Non-discrimination. AT&T shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which such group resides.

11. Certification of Self-Insurance and Indemnification Obligations.

11.1. AT&T is self-insured in an amount beyond which the City would normally require under any insurance policy, including for commercial general liability, automobile liability, and workers' compensation. Therefore, within thirty (30) days following the Effective Date of this Agreement, AT&T shall furnish a certificate(s) or statements of self-insurance to the City and shall inform the City if the level of self-insurance changes.

11.2. AT&T agrees to indemnify, defend, and hold harmless City, its past, present, and future officers, agents, and employees, from and against any liability for damages and/or for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent caused by AT&T's negligent construction, operation, or maintenance of its IP Network, provided that City shall give AT&T written notice of its obligation to indemnify City within fifteen (15) days of receipt of a claim or action pursuant to this subsection or up to ninety (90) days if AT&T is not prejudiced by the delay between fifteen (15) and ninety (90) days. Notwithstanding the foregoing, AT&T shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity other than AT&T in connection with PEG programming.

11.3. In the event that the incumbent cable TV service provider(s) in the City files a claim against the City in state or federal court arising out of the fact that the City entered into this Agreement, challenging the lawfulness of this Agreement and/or seeking to modify its obligations under its existing cable franchise on the basis that the City entered into this Agreement, AT&T agrees to pay the full amount of any final judgment or award issued by a

court against the City as a result of entering into this Agreement or any settlement negotiated by AT&T with respect to the claim or action and all other expenses incurred by the City, including attorneys' fees and costs related to the resolution of the claim. AT&T's obligation to pay excludes an incumbent cable TV service provider's costs, interests and attorneys' fees in bringing such action or claim unless otherwise agreed to by AT&T in any settlement agreement.

11.4. With respect to AT&T's indemnity obligations set forth above, AT&T shall provide the defense of any claims brought against the City by selecting counsel of AT&T's choice to defend the claim, subject to the consent of the City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the City from cooperating with AT&T and participating in the defense of any litigation by its own counsel at its own cost and expense, provided; however, that after consultation with the City, AT&T shall have the right to defend, settle or compromise any claim or action arising hereunder at its sole cost, and AT&T shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of the City, AT&T shall not settle the dispute without the City's consent, which consent shall not be unreasonably withheld.

11.5. The City shall be responsible for its own acts of negligence or willful misconduct, or breaches of obligation committed by the City for which the City is legally responsible, subject to any and all defenses and limitations of liability provided by law. AT&T shall not be required to indemnify the City for the above acts of the City, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

12. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

City of Oxford
Attention: Mayor
107 Courthouse Square
Oxford, Mississippi 38655

If to AT&T:

AT&T Mississippi
Attention: General Counsel-Mississippi
Suite 790, Landmark Center
175 E. Capitol Street
Jackson, Mississippi 39201

13. Compliance with Laws. AT&T shall comply with all applicable federal, state and local laws during the term of this Agreement, to the extent such laws apply to AT&T and to its obligations under this Agreement.

14. Privacy. AT&T shall comply with all applicable federal (47 U.S.C. § 551), state and local privacy laws during the term of this Agreement, to the extent such laws apply to AT&T and its obligations under this Agreement.

15. Taxes. Nothing contained in this Agreement shall be construed to exempt AT&T's IP-Enabled Video Service from any tax, levy or assessment which is or may later be properly authorized by law; provided any tax, levy or assessment on any AT&T product is equally applicable to all other businesses in the City.

16. Employment. AT&T hereby agrees that it shall not refuse to hire or employ, nor will it bar

or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment, because of age, race, creed, color, national origin, handicap, religious faith or sex.

17. Books and Records; City's Right of Inspection and Audit

17.1. AT&T shall maintain books of account and records adequate to enable AT&T to demonstrate that it is in compliance with the obligation to pay the fees described in Section 3.1 and Section 4.2 of this Agreement with respect to its IP-Enabled Video Service. AT&T shall also maintain books and records to demonstrate AT&T's compliance with all other terms of this Agreement. AT&T shall not be required to maintain books and records for compliance purposes under this Agreement for a period longer than three (3) years.

17.2. The City shall have the right to audit AT&T, with respect to any payment made under this Agreement, within three (3) years from which the fee payment was due. The City may recompute any amounts determined to be payable in satisfaction of the fees described in Section 3 and 4 of this Agreement with respect to AT&T's IP-Enabled Video Service. Any additional and valid amount due the City as a result of the audit shall be paid by AT&T within thirty (30) days after AT&T receives a written notice from the City. The notice that the City sends to AT&T shall include a copy of the audit report. The City may not retain any person or entity for compensation to perform any work on any audit that is dependent in any manner upon the outcome of any such audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

17.3. In the event that payment of any valid fees described in Section 3.1 of this Agreement with respect to IP-Enabled Video Service that has been recomputed pursuant to Section 18.2 above is not made on or before the expiration of thirty (30) days following written notice by the City, AT&T shall be charged and shall pay, in addition to the amount due, interest from the due date at the legal rate of interest set forth in Mississippi Code Annotated Section 75-17-1.

17.4. Upon reasonable notice to AT&T, the City or its designated representative, subject to confidentiality protections, shall have the right to examine books and records directly related to AT&T's compliance with its obligations under this Agreement, including the fees described in Section 3 and 4 of this Agreement. The City shall have no right to examine any aspect of the books and records that does not directly relate to AT&T's obligations under this Agreement.

17.5. City acknowledges that some of the records which may be provided by AT&T may be classified as confidential or proprietary and, therefore, may subject AT&T to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by AT&T subject, including cooperating with AT&T in protecting such confidential or proprietary information in the event an open records or similar request is received by the City pursuant to applicable laws.

17.6. City and AT&T acknowledge that all notifications required pursuant to this Agreement constitute a condition precedent that must be timely met prior to either party bringing any claim or lawsuit arising out of this Agreement.

18. Furnishing of Information. Each Party shall cooperate to make available or cause to be made available information requested by the other Party relating to this Agreement and each Party's obligations under this Agreement to the extent such information may be requested in writing by a Party and is in the possession or the control of the other Party. Any disputes between the Parties as to any information requested pursuant to this Section shall be subject to the dispute resolution process described in Section 10 of this Agreement.

19. Termination and Revocation of Agreement. A verified and continuing pattern of noncompliance with any material provision of this Agreement shall constitute a material breach of this Agreement. This Agreement may be revoked, after a full due process hearing, by a simple majority vote of the Board of Aldermen upon the recommendation of the City, for a material breach of this Agreement after giving AT&T at least thirty (30) days notice in writing of intention to revoke such Agreement, unless such violation is corrected during the period of notice, or unless AT&T has made a reasonable attempt to correct the violation during that time and is unable to correct such violation despite such reasonable attempts. The time for AT&T to correct any violation or liability shall be extended by the City if the necessary action to correct such violation is of such a nature or character as to require more than thirty (30) days within which to perform, provided AT&T provides written notice that it requires more than thirty (30) days to correct such violations and commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation.

19.1. In addition to all other rights, powers, or remedies pertaining to the City in connection with this Agreement or otherwise, the City reserves the right to terminate this Agreement and all rights and privileges of AT&T under this Agreement if any of the following events shall occur and not be cured in a timely manner.

a. Substantial failure on more than one occasion to comply with any material provision of this Agreement or any other local, state, or Federal law or regulation of a nature such as to prevent AT&T from carrying out all of the terms of this Agreement for a period of more than one (1) month.

b. AT&T does not pay any portion of the fees, payments, or contributions required under this Agreement, when due and payable under this Agreement.

c. Any material representation or warranty made by AT&T in connection with this Agreement shall be false in any material respect when made.

d. AT&T shall violate any other material covenant, agreement or condition of this Agreement and such violation shall not have been corrected, within such reasonable period of time to cure as granted to AT&T by the City pursuant to the provisions of this Agreement.

e. AT&T attempts to evade any of the provisions of this Agreement or practices any fraud or deceit upon the City or upon subscribers.

19.2. In addition to the rights set forth in above, either AT&T or the City shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days' written notice to the other Party, if: (a) AT&T concludes in its reasonable business judgment that IP-

Enabled Video Service in the City is no longer technically, economically or financially consistent with AT&T's business objectives; (b) Title VI obligations or any similar obligations are imposed on AT&T's IP-Enabled Video Service; or (c) a change in state or federal law permits the City to obtain greater compensation from AT&T than the compensation provided for under the terms of this Agreement.

20. Inspection Rights.

20.1. The City shall have the right to inspect, upon reasonable prior written notice, and at its expense, all construction and installation work performed by AT&T of IP-Enabled Video Service specific facilities on the public rights-of-way as it shall find necessary to ensure compliance with a specified permit. Any such inspection shall be solely for the benefit of the City.

21. Amendment of this Agreement.

21.1. This Agreement may be amended or modified only by a written instrument executed by both Parties or as otherwise provided by law or the occurrence of any condition stated herein.

21.2. Except as provided below, the Parties agree to consult in the event that any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either the City or AT&T, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the ruling, provides written notice to the other Party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate this Agreement on the provision of thirty (30) days' written notice.

22. Assignment. AT&T may not assign or transfer this Agreement or any interest therein, without the prior consent of the City, which consent shall not be unreasonably withheld or delayed.

22.1. Notwithstanding anything to the contrary, no consent shall be required, however, for (1) a transfer of an agreement or any interest therein to an Affiliate or (2) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of AT&T in this Agreement or the system in order to secure indebtedness.

22.2. Any request for consent to a transfer of this Agreement or change in control of AT&T shall be handled by the City in accordance with applicable federal and state law.

22.3. In the event of a transfer of this Agreement the transferee or assignee must agree, in writing, to be bound by the terms of this Agreement subject to applicable law.

23. Entire Agreement. This Agreement constitutes the entire agreement between City and AT&T with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T regarding the subject matter hereof.

24. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

25. Miscellaneous.

25.1. AT&T and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

25.2. The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

25.3. AT&T and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

25.4. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

26. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

27. Compliance with this Agreement. AT&T shall not be excused from complying with any of the terms, conditions, and provisions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms, conditions or provisions.

28. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by a force majeure, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. For purposes of this Agreement, force majeure shall include any work stoppages or other such labor related events that prevent performance under this Agreement.

29. Choice of Laws and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Mississippi. The Parties further agree that the appropriate venue for any legal action involving this Agreement will in the Oxford Division of the Circuit

Court of Lafayette County, Mississippi or in the United States District Court for the Northern District of Mississippi.

30. Agreement for Benefit of Parties. Nothing in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a Party to this Agreement, unless otherwise expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this 8th day of May, 2009.

AT&T

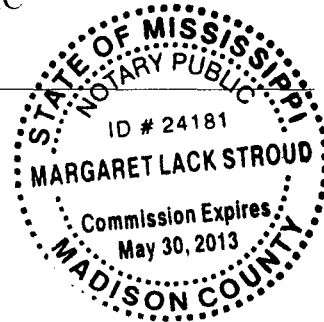
By: [Signature]
Name: R. Mayo Flynt, III
Title: President - AT&T

State of Mississippi)
County of Hinds)

Sworn to and subscribed before me this 5th day of May, 2009.

[Signature] SEAL
NOTARY PUBLIC

My Commission Expires: _____



CITY OF OXFORD

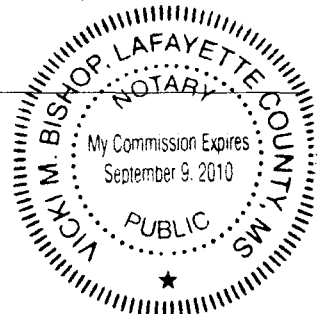
By: [Signature]
Name: Richard Howorth
Title: Mayor

State of Mississippi)
County of Lafayette)

Sworn to and subscribed before me this 8th day of May, 2009.

[Signature] SEAL
NOTARY PUBLIC

My Commission Expires: _____



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ATTACHMENT A

Customer Service Standards as described in Section 6 of the Agreement:

6.1. AT&T will maintain a local, toll-free or collect call telephone access line that will be available to subscribers to its IP-enabled Video Services twenty-four (24) hours a day, seven days a week. Trained AT&T representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day, except for service interruptions.

6.2. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis. AT&T will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards described in this Section unless an historical record of complaints indicates a clear failure to comply.

6.3. Under normal operating conditions, an AT&T customer will receive a busy signal less than three (3) percent of the time.

6.4. AT&T customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

6.5. Under normal operating conditions, each of the following four standards related to installations, outages and service calls will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

a. Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

b. Excluding conditions beyond the control of AT&T, AT&T will begin working on "service interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. AT&T must begin actions to correct other service problems the next business day after notification of the service problem.

c. The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (AT&T may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

d. AT&T may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

e. If an AT&T representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

6.6. Refund checks will be issued promptly, but no later than either (i) the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (ii) the return of the equipment supplied by AT&T if service is terminated.

6.7. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

6.8. The following definitions shall apply to the terms listed below; as such terms are used in Section 6 of the Agreement:

a. "Normal business hours" means those hours during which most similar businesses in the City are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

b. "Normal operating conditions" means those service conditions that are within the control of AT&T. Those conditions that are not within the control of AT&T include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions. Those conditions that are ordinarily within the control of AT&T include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade of the IP Network.

c. "Service interruption," means the loss of picture or sound on one or more IP-Enabled Video Service channels.

ADDENDUM TO VIDEO SERVICES AGREEMENT

THIS ADDENDUM TO VIDEO SERVICES AGREEMENT (“Addendum”) is made on this _____ day of _____, 2021, by and between **BellSouth Telecommunications, LLC, d/b/a AT&T Mississippi**, (“AT&T Mississippi”) (formerly a corporation but now a limited liability company), and the City of _____, (“City of _____”) a municipal corporation, (“City”).

RECITALS

WHEREAS, AT&T Mississippi and the City of Oxford entered into an agreement, styled “Video Services Agreement” (“Agreement”) on May 8th, 2009, regarding the provision by AT&T Mississippi of its integrated Internet Protocol (“IP”) enabled broadband platform of voice, data and video services (“IP Network”), the video component of which is a switched, two-way, point-to-point and interactive service (“IP Video Service”);

WHEREAS, paragraph 2, titled “Term”, set forth the term of the Agreement to expire effective December 31, 2019, but allows for extending the Agreement upon written mutual agreement of the parties;

WHEREAS, AT&T Mississippi and the City of Oxford desire to extend the term of the Agreement for an additional ten (10) years and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement; and

WHEREAS, AT&T Mississippi and the City of Oxford desire to make one other modification to the terms of the Agreement, in addition to the ten (10) year extension, which is fully set forth herein below and agreement that there is sufficient mutual consideration for renewing and extending the term of the Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the original “Agreement,” and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AT&T Mississippi and the City of Oxford agree as follows:

1. Paragraph 2 of the “Agreement” is to be amended by changing the date of termination from December 31, 2019 to December 31, 2029. Paragraph 2 is hereby amended to read as follows:

“2. Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2029. The term may be extended upon mutual agreement of the parties in writing.”

2. Paragraph 12, the “Notices” paragraph of the “Agreement,” is amended by changing the address for AT&T Mississippi to the following:

AT&T Mississippi
Office of the President
4266 I-55 North
Suite 104
Jackson, MS 39211

And the address for the City of Oxford to the following:

City of Oxford
Attention: Mayor
107 Courthouse Square
Oxford, Mississippi 38655

3. Unless amended by the terms of this Addendum, all other terms and conditions of the “Agreement,” shall remain unchanged and in full force and effect throughout the extended term. In the event the terms and conditions of the “Agreement” conflict with the terms of this Addendum, this Addendum shall be deemed to superseded and override the terms of the Agreement.”

4. This Addendum incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreement sand understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understanding, whether oral or written.

IN WITNESS WHEREOF, AT&T Mississippi and the City of Oxford have caused this Addendum to be duly executed on their behalf by their duly authorized representative, as of the date first above written.

(Signature pages immediately follows)

**BELLSOUTH TELECOMMUNICATIONS, LLC
d/b/a AT&T MISSISSIPPI**

BY: _____

Name: R. Mayo Flynt, III

Title: President - AT&T Mississippi

Date: _____

CITY OF OXFORD, MISSISSIPPI

BY: _____

Name: Robyn Tannehill

Title: Mayor, City of Oxford, MS

Date: _____

ATTEST: _____

Name: Ashley Atkinson

Title: City Clerk, City of Oxford, MS

Date: _____



**City of Oxford
Board of Aldermen
Special Meeting
August 24, 2021, 4:00 pm - 5:00 pm
City Hall Courtroom**

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AGENDA

**City of Oxford
Board of Aldermen
Special Meeting
Tuesday, August 24, 2021, 4:00 pm - 5:00 pm
City Hall Courtroom**



Notice that certain aldermen will be included in the meeting via teleconference, subject to the City of Oxford Code of Ordinances, Section 2-82.

- Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a SPECIAL MEETING to be held on **August 24, 2021 at 4:00pm**, for the transaction of important business. The meeting will be held in the Courtroom of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

1. Call to order.
2. Adopt the agenda for the meeting.
3. Discuss current COVID-19 restrictions and guidelines.
4. Consider an executive session.
5. Adjourn.

If you need special assistance related to a disability, please contact the ADA Coordinator or visit the office at: 107 Courthouse Square, Oxford, MS 38655. (662) 232-2453 (Voice) or (662) 232-2300 (Voice/TTY)

Robyn Tannehill
ROBYN TANNEHILL, MAYOR

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Rick Addy of the foregoing meeting on 8/24/2021 at 10:45am (a.m./p.m.).

Jessi Jolleyson

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Mark Huelse of the foregoing meeting on 8/24/2021 at 10:45am (a.m./p.m.).

Jessi Jolleyson

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Brian Hyneman of the foregoing meeting on 8/24/2021 at 10:45am (a.m./p.m.).

Jessi Jolleyson

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Kesha Howell-Atkinson of the foregoing meeting on 8/24/2021 at 10:45am (a.m./p.m.).

Jessi Jolleyson

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Preston Taylor of the foregoing meeting on 8/24/2021 at 10:45am (a.m./p.m.).

Jessi Jolleyson

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Jason Bailey of the foregoing meeting on 8/24/2021 at 10:45am (a.m./p.m.).

Jessi Jolleyson

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman John Morgan of the foregoing meeting on 8/24/2021 at 10:45am (a.m./p.m.).

Jessi Jolleyson

MINUTES

City of Oxford
Board of Aldermen
Special Meeting
Tuesday, August 24, 2021, 4:00 pm - 5:00 pm
City Hall Courtroom



- Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a SPECIAL MEETING to be held on **August 24, 2021 at 4:00pm**, for the transaction of important business. The meeting will be held in the Courtroom of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

1. Call to order.

The Special Meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 4:00pm on Tuesday, August 24, 2021, in the courtroom of Oxford City Hall when and where the following were present:

Robyn Tannehill, Mayor
Rick Addy, Alderman Ward I
Mark Huelse, Alderman Ward II-via Microsoft Teams
Brian Hyneman, Alderman Ward III
Kesha Howell-Atkinson, Alderman Ward IV
Preston Taylor, Alderman Ward V
Jason Bailey, Alderman Ward VI
John Morgan, Alderman At Large

Ashley Atkinson, City Clerk
Bart Robinson, Chief Operating Officer-absent
Kara Giles, Executive Assistant
Braxton Tullos-HR Director
Seth Gaines-OPC Director
Jeff McCutchen-Police Chief
Sheridan Maiden-Deputy Police Chief
Joey Gardner-Fire Chief
Ben Requet-City Planner
Chris Carter-Building Official
Jimmy Allgood-Emergency Management Director
Kinney Ferris-Visit Oxford Director

2. Adopt the agenda for the meeting.

It was moved by Alderman Taylor, seconded by Alderman Bailey to adopt the agenda for the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Discuss current COVID-19 restrictions and guidelines.

Dr. Michael Koury, an emergency room doctor at Baptist Hospital North MS, addressed the Board regarding the increasing COVID-19 data. The hospital has shifted into its Internal Disaster Protocols and is currently at maximum staffed capacity. 98% of COVID patients that have been admitted for care are unvaccinated. Dr. Koury stated that the hospital will start triaging patients based on how severe their symptoms and/or injuries were, but that all patients will be seen. However, wait times may be longer than usual. He stressed that people need to get vaccinated and wear masks to help prevent the spread of COVID. A military field hospital has been requested to help with the backlog of patients but at this time, it is not known whether or not the request will be granted.

The Board thanked Dr. Koury for the information and it was moved by Alderman Addy, seconded by Alderman Taylor to institute a mask mandate, starting August 25, 2021 at 4:00pm, for the City of Oxford, for all people, over the age of 6, indoors or outdoors, if social distancing can't be maintained. City Attorney, Pope Mallette, read from the last COVID-19 resolution that was adopted by the Board and this motion mirrors many of the guidelines contained therein. The local schools and the University shall set their own policies. All the aldermen present voting aye, with the exception of Aldermen Huelse, Morgan, and Bailey who voted no, Mayor Tannehill declared the motion carried.

4. Consider an executive session.

No action was taken on this item.

5. Adjourn.

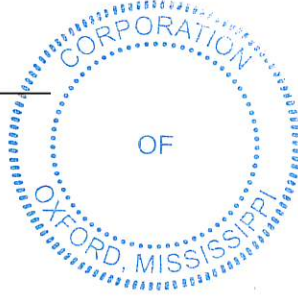
It was moved by Alderman Addy, seconded by Alderman Bailey to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson

Ashley Atkinson, City Clerk





**City of Oxford
Board of Aldermen
Special Meeting
August 25, 2021, 2:00 pm - 4:00 pm
City Hall Courtroom**

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AGENDA

City of Oxford
Board of Aldermen
Special Meeting
Wednesday, August 25, 2021, 2:00 pm - 4:00 pm
City Hall Courtroom



Notice that certain aldermen will be included in the meeting via teleconference, subject to the City of Oxford Code of Ordinances, Section 2-82.

- Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a SPECIAL MEETING to be held on **August 25, 2021 at 2:00pm**, for the transaction of important business. The meeting will be held in the Courtroom of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

1. Call to order.
2. Adopt the agenda for the meeting.
3. Consider Emergency Resolution #13 for COVID-19 guidelines.
4. Consider a revocable license for St. Leo for the use of surplus municipal property on East Jackson Avenue.
5. Consider a change in the University of Mississippi's request for banners to be installed on Jackson Avenue and University Avenue.
6. Consider an executive session.
7. Adjourn.

If you need special assistance related to a disability, please contact the ADA Coordinator or visit the office at: 107 Courthouse Square, Oxford, MS 38655. (662) 232-2453 (Voice) or (662) 232-2300 (Voice/TTY)

Robyn Tannehill
ROBYN TANNEHILL, MAYOR

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Rick Addy of the foregoing meeting on 8/25/2021 at _____ a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Mark Huelse of the foregoing meeting on 8/25/2021 at _____ a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Brian Hyneman of the foregoing meeting on 8/25/2021 at _____ a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Kesha Howell-Atkinson of the foregoing meeting on 8/25/2021 at _____ a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Preston Taylor of the foregoing meeting on 8/25/2021 at _____ a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Jason Bailey of the foregoing meeting on 8/25/2021 at _____ a.m./p.m.

[Signature]

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman John Morgan of the foregoing meeting on 8/25/2021 at _____ a.m./p.m.

[Signature]

MINUTES

City of Oxford
Board of Aldermen
Special Meeting
Wednesday, August 25, 2021, 2:00 pm - 4:00 pm
City Hall Courtroom



- Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a SPECIAL MEETING to be held on **August 25, 2021 at 2:00pm**, for the transaction of important business. The meeting will be held in the Courtroom of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

1. Call to order.

The Special Meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 2:00pm on Wednesday, August 25, 2021, in the courtroom of Oxford City Hall when and where the following were present:

Robyn Tannehill, Mayor
Rick Addy, Alderman Ward I
Mark Huelse, Alderman Ward II-via Microsoft Teams
Brian Hyneman, Alderman Ward III
Kesha Howell-Atkinson, Alderman Ward IV-via Microsoft Teams
Preston Taylor, Alderman Ward V
Jason Bailey, Alderman Ward VI
John Morgan, Alderman At Large

Ashley Atkinson, City Clerk
Bart Robinson, Chief Operating Officer-absent
Kara Giles, Executive Assistant
Braxton Tullos-HR Director
Seth Gaines-OPC Director
Jeff McCutchen-Police Chief
Sheridan Maiden-Deputy Police Chief
Joey Gardner-Fire Chief
Ben Requet-City Planner
Chris Carter-Building Official
Jimmy Allgood-Emergency Management Director
Kinney Ferris-Visit Oxford Director

2. Adopt the agenda for the meeting.

It was moved by Alderman Addy, seconded by Alderman Hyneman to adopt the agenda for the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Consider Emergency Resolution #13 for COVID-19 guidelines.

After a lengthy discussion about the Emergency Resolution, the Board addressed each numbered item, on pages 4 & 5, and made the following motions: It was moved by Alderman Taylor, seconded by Alderman Howell-Atkinson to remove item 6 from page 4 of the resolution. All the aldermen present voting aye, with the exception of Aldermen Huelse, Morgan, Addy, Hyneman, and Bailey who voted no, Mayor Tannehill declared the motion failed. Item 6 will remain in the Resolution, as presented.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Taylor to remove item 11 from page 5 of the resolution. All the aldermen present voting aye, with the exception of Aldermen Huelse, Morgan, Addy, Hyneman, and Bailey who voted no, Mayor Tannehill declared the motion failed. Item 11 will remain in the Resolution, as presented.

Alderman Morgan called for further discussion about the second paragraph under Section 1 and after a brief discussion, it was moved by Alderman Morgan, seconded by Alderman Bailey to strike the following language from said paragraph: "when in an outdoor public space whenever it is not possible to maintain a minimum of six feet of social distancing from another person not in the same household,". All the aldermen present voting aye, with the exception of Aldermen Hyneman, Taylor and Howell-Atkinson who voted no, Mayor Tannehill declared the motion carried. The referenced language will be stricken from the Resolution.

It was moved by Alderman Morgan, seconded by Alderman Addy to remove items 6 & 7 (referencing distance markers and employee duties in businesses) from page 5 of the Resolution. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

The Mayor then called for any further comments on the Resolution as a whole and receiving none, it was then moved by Alderman Hyneman, seconded by Alderman Addy to adopt the 13th Emergency Resolution, with the modifications approved in the preceding motions. All the aldermen present voting aye, with the exception of Aldermen Huelse, Bailey, and Morgan who voted no, Mayor Tannehill declared the motion carried.

4. Consider a revocable license for St. Leo for the use of surplus municipal property on East Jackson Avenue.

After some discussion, it was moved by Alderman Bailey, seconded by Alderman Hyneman to approve a revocable license for St. Leo for the use of surplus municipal property located on East Jackson Avenue. The license is for one year and will require monthly payments of \$1,055.51. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Alderman Bailey left the meeting at this time.

5. Consider a change in the University of Mississippi's request for banners to be installed on Jackson Avenue and University Avenue.

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve a change in the University of Mississippi's request for banners to be installed on Jackson Avenue and University Avenue. Three banners will be added to West Jackson Avenue and six banners will be removed from University Avenue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider an executive session.

It was moved by Alderman Addy, seconded by Alderman Morgan to consider an executive session for a personnel matter. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Morgan to enter into an executive session for a personnel matter in the Environmental Services Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Morgan, seconded by Alderman Taylor to follow the recommendation of the Human Resources Director and the Department Head and terminate the employment of Eduardo Soto in the Environmental Services Department for multiple violations of City Policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

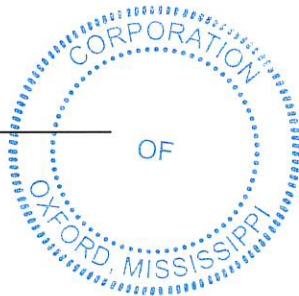
It was moved by Alderman Addy, seconded by Alderman Hyneman to return to regular session. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7. Adjourn.

It was moved by Alderman Addy, seconded by Alderman Morgan to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.


Robyn Tannehill, Mayor


Ashley Atkinson, City Clerk



STATE OF MISSISSIPPI

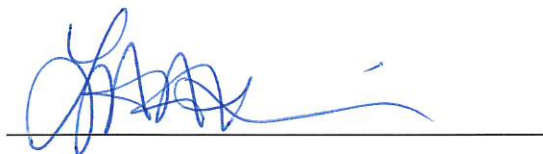
COUNTY OF LAFAYETTE

CITY OF OXFORD

CERTIFICATE

I, Ashley Atkinson, City Clerk for the City of Oxford, Mississippi, hereby certify that the following Resolution was duly passed by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, at a Special Board Meeting held on the 25th day of August, 2021.

IN WITNESS THEREOF, I signed and sealed this instrument as the City Clerk of Oxford, Mississippi, this the 25th day of August, 2021.



Ashley Atkinson, City Clerk



**THIRTEENTH RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF OXFORD, MISSISSIPPI, DECLARING ADDITIONAL MEASURES FOR
THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE
PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED
PURPOSES**

WHEREAS, on January 31, 2020, United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; and

WHEREAS, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, Oxford, Lafayette County, and the surrounding area which is served by Baptist Memorial Hospital-North Mississippi (BMH-NM, or “the Hospital”) in Oxford, Mississippi, is experiencing a surge of COVID-19 cases which is severely straining the resources of BMH-NM and its health care providers; and

WHEREAS, the governing authorities for the City of Oxford have been in close contact with physicians and administrators for BMH-NM, and have been informed that the Hospital is experiencing large numbers of cases of COVID-19 cases which have caused most and at times all of the Hospital’s spaces, personnel, and equipment to be at peak capacity or beyond, thereby causing some delays in treatment and prioritization of treatment beyond the normal operations of the Hospital; and

WHEREAS, on August 24, 2021, BMH-NM informed the City’s governing authorities that it is declaring an Internal Disaster in its hospital, largely because of the number of patients it is treating for COVID-19; and

WHEREAS, Hospital physicians and administrators, and other health care experts in the City, State, and nation have stated in the strongest terms that individuals should receive a vaccine if they are medically able to do so and wear a mask in areas of significant outbreaks; and

WHEREAS, the Mississippi State Department of Health (“MSDH”) has issued a statement that Mississippi is experiencing high levels of COVID-19 cases and hospitalizations due to the delta variant, and recommends among other things that citizens should get a COVID-19 vaccination if you are eligible, and wear a mask in all indoor public settings, even if you are vaccinated; and

WHEREAS, on March 13, 2020 Mayor Robyn Tannehill signed a Proclamation of Local Emergency due to the COVID-19 pandemic, and on March 17, 2020, the City of Oxford, through its Mayor and Board of Aldermen ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency, and for the Control of Infectious and Contagious Diseases and Related Purposes, which made certain findings and required, among other things, restaurants to close dining rooms and provide services through curbside pick-up, drive through and delivery methods only, and prohibited the use by the public of interior or exterior common dining or bar facilities; and

WHEREAS, Governor Tate Reeves has issued additional Executive Orders and the City has passed updated resolutions and safety guidelines for the purpose of controlling the COVID-19 pandemic, the findings of all of which are incorporated herein by reference; and

WHEREAS, on September 30, 2020, Governor Reeves signed Executive Order 1525, which, among other things, “strongly encouraged” Mississippians to follow Centers for Disease Control and Mississippi Department of Health recommendations such as wearing a face covering in public, avoiding large gatherings, and maintaining social distancing.

WHEREAS, Executive Order 1525 further limits public and private social gatherings and recreational activities to no more than 20 people indoors and no more than 100 people outdoors, limits the capacity of restaurants, bars, reception halls, conference centers, and provides certain restrictions for the operation of sports complexes; and

WHEREAS, Executive Order 1525 allows municipalities to adopt “orders, rules, regulations, resolutions, and actions that are more strict than established [in Executive Order 1525], including face covering requirements,” so long as such regulations do not prevent essential businesses from providing essential services; and

WHEREAS, the City of Oxford has reviewed the restrictions imposed by its prior resolutions, as well as the restrictions imposed by this Resolution, and has found those restrictions do not conflict with the terms of Executive Order 1525; and

WHEREAS, the emergence and spread of COVID-19 and the delta variant within Mississippi, and particularly in Oxford, Lafayette County, and the surrounding areas, continue to constitute a public emergency that has resulted in substantial injury or harm to life, health, and property within Mississippi, and in the City of Oxford, and COVID-19, and has been detected in numerous individuals within Lafayette County, Mississippi and on the University of Mississippi campus; and

WHEREAS, the State of Mississippi and the City of Oxford continue to be adversely affected by the outbreak of COVID-19, and there exists a continued threat to the public’s safety, private property and the social and economic welfare of this City, County, and State; and

WHEREAS, the CDC “recommends that people wear masks in public settings and when around people who don’t live in your household, especially when other social distancing

measures are difficult to maintain,” and further advises that “[m]asks may help prevent people who have COVID-19 from spreading the virus to others” and that “[m]asks are most likely to reduce the spread of COVID-19 when they are widely used by people in public settings,” *Considerations for Wearing Masks*, <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover-guidance.html> (accessed Sept. 30, 2020); and

WHEREAS, the Mississippi Department of Health recommends that “[a]ll Mississippi residents should wear non-medical grade masks or homemade cloth face coverings when shopping, running errands, or otherwise away from home” and that “[f]ace covering is especially important when a distance of at least 6 feet cannot easily be maintained between persons,” *COVID-19 Guidance and Prevention for Individuals and the Community*, https://msdh.ms.gov/msdhsite/_static/14,21866,420.html (accessed Sept. 30, 2020); and

WHEREAS, the Mississippi Department of Health recommends to control the spread of COVID-19 people should “[w]ear a mask in all indoor public settings, even if you are vaccinated,” *Preventing COVID-19: Recommendations and Requirements*, https://msdh.ms.gov/msdhsite/_static/14,21866,420.html#prevention (accessed Aug. 24, 2021); and

WHEREAS, the governing authorities of the City of Oxford have reviewed and accept the findings and recommendations of the CDC and the Mississippi Department of Health, and have further received the same findings and recommendations from health professionals and administrators within the City of Oxford and Lafayette County, and have continued to be timely updated regarding the threat that COVID-19 has posed and continues to pose for the City of Oxford and Lafayette County, and accept those findings and recommendations; and

WHEREAS, the population of the City of Oxford is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Oxford is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, the City of Oxford may face additional difficulties because of its large transient student population; and

WHEREAS, Section 45-17-3 of the Mississippi Code allows the City to proclaim a civil emergency if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and death to persons to such an extent that additional extraordinary measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Oxford; and

WHEREAS, Section 45-17-7 of the Mississippi Code allows the Mayor and Board of Aldermen of the City of Oxford, after declaration of a civil emergency and in the interest of the

public safety and welfare, to issue such orders as are necessary for the protection of life of citizens and visitors to the City of Oxford, Mississippi; and

WHEREAS, Section 21-19-29 of the Mississippi Code allows the Mayor and Board of Aldermen of the City of Oxford to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same; and

WHEREAS, Section 21-19-3 of the Mississippi Code grants the Mayor and Board of Aldermen of the City the power to make regulations to prevent the introduction and spread of contagious or infectious diseases;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Oxford, that the City adopts the following measures to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: The City of Oxford adopts all findings and regulations contained herein, and issues the following restrictions, to become effective at 4:00 p.m. on Wednesday, August 25, 2021.

Every person in the City of Oxford shall wear a face covering, covering the nose and mouth, while inside a business, or other building or space open to the public whenever it is not possible to maintain a minimum of six feet of social distancing from another person not in the same household, except face coverings are not required for the following:

- 1) Persons who cannot wear a face covering due to a medical or behavioral condition, who have trouble breathing or are incapacitated, or whose healthcare professional has recommended that a face covering not be worn;
- 2) Persons seeking to communicate with someone who is hearing-impaired in a way that requires the mouth to be visible;
- 3) Persons while eating or drinking;
- 4) Persons in a building or engaged in an activity that utilizes or requires security surveillance or screening (e.g., banking or financial institutions), and only during such times when these persons are under security surveillance or screening;
- 5) Persons engaged in swimming activities or other activities while in a swimming pool;
- 6) Persons engaged in exercising in fitness and exercise gyms or other sports activity;
- 7) Persons while giving a speech, presentation or performance for a broadcast or to an audience;
- 8) Persons actively providing or obtaining access to religious worship (NOTE wearing a face covering is strongly encouraged for such indoor activities);
- 9) Children under the age of six (6) (NOTE parents and guardians shall be responsible for ensuring proper use of face coverings by children six (6) years of age and older and must ensure that face coverings do not pose a choking hazard and can be safely worn without obstructing a child's ability to breathe); and

- 10) Other settings where it is not practical or feasible to wear a face covering, including, but not limited to, when obtaining or rendering goods or services (such as receipt of dental services) or would otherwise impede visibility to operate equipment.
- 11) In any business, building or other space open to the public in which all occupants of such business, building, or space are required to show proof of vaccination at the time of entry into such building.

Additionally, all businesses and services must require the following face covering and social distancing measures until further order of the Mayor and Board of Aldermen.

- 1) Employees shall properly wear face coverings ensuring the face covering covers the mouth and nose.
- 2) All businesses shall monitor all points of entrance and prohibit entrance into the business by any individual over the age of six (6) years not wearing a face covering, unless the business satisfies number 11 above.
- 3) Management of each business must provide adequate supervision to ensure compliance of the face-covering requirement, unless compliant to number 11 above, to include but not limited to door monitors to monitor the entrance of the public and floor supervision for employees.
- 4) Prominent signs at every entrance informing customers they must stay 6 feet away from other customers who did not accompany them to the store;
- 5) For businesses with existing public-address systems, regular announcements instructing customers to stay six feet away from each other;
- 6) For businesses that utilize such technology, signage encouraging cashless purchases, online ordering and pickup, and use of self-service checkout stations.

Section 2: All businesses, agencies and units of government located within the City of Oxford shall continue to take all reasonable measures to ensure that such businesses, agencies and units of government comply with the CDC and the Mississippi Department of Health recommendations and guidance, and shall implement appropriate safeguards to prevent the spread of infectious disease, including but not limited to: mandating social distancing, sending home sick employees and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms, emphasizing work-from-home policies where possible, mandating respiratory etiquette and proper hand hygiene, maintaining clean and sanitary workplaces, cautioning employees regarding travel, and taking all such additional measures to prohibit and/or reduce the spread of infectious disease, and especially COVID-19.

Section 3: The Mayor may issue such other orders as are necessary for the protection of life and liberty. The Mayor is also empowered and authorized to interpret the terms of this

Resolution and any executive order incorporated and referenced herein to the extent necessary to enforce this resolution or any such order.

Section 4: The penalties for violation of this adopted resolution shall be the same as those listed in the ordinance amending Chapter 1, Code of Ordinances of the City of Oxford, Mississippi – General Provisions, which the City of Oxford adopted on or about March 18, 2020.

Section 5: The City, in consultation with its Emergency Management Coordinator, local health care professionals, and with consideration for national and State guidance, shall continuously monitor conditions to determine certain milestones, peaks, and trajectories for the presence of COVID-19 in the Oxford, Lafayette County, and local University of Mississippi communities, and shall change restrictions and requirements as they determine to be appropriate under circumstances presented to the City.

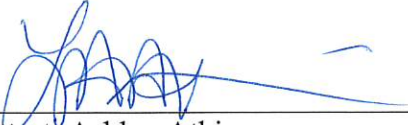
Section 6: To the extent any current Executive Order of the Governor may issue which is more restrictive than this Resolution, such Executive Order shall control. The intent of this Resolution is not to be less restrictive than any current Executive Order in any way.

Section 7: This Resolution shall be in full force and effect until amended or rescinded by the governing authorities of the City of Oxford.

Alderman Hyneman moved for adoption of the Resolution, which motion was seconded by Alderman Addy, said Resolution having been introduced in writing at a specially called meeting of the Mayor Board of Aldermen of the City of Oxford, Mississippi, held on August 25, 2021, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes as follows:

| | |
|---------------------------------------|-----|
| Alderman Rick Addy voted: | aye |
| Alderman Mark Hulse voted: | no |
| Alderwoman Brian Hyneman voted: | aye |
| Alderman Kesha Howell-Atkinson voted: | aye |
| Alderman Preston E. Taylor voted: | aye |
| Alderman Jason Bailey voted: | no |
| Alderman John Morgan voted: | no |


Robyn Tannehill
Mayor of the City of Oxford, Mississippi



Attest: Ashley Atkinson
City Clerk, City of Oxford, Mississippi



SURPLUS PROPERTY LICENSE

THIS LICENSE (“License”) is made and entered into as of _____, 2021 (the “Effective Date”), by and between the City of Oxford, Mississippi, a municipality of the State of Mississippi, (the “City” or “Licensor”) and Bunkey, LLC, (“St. Leo Oxford” or “Licensee”).

WITNESSETH:

WHEREAS, the City owns sidewalks throughout the City of Oxford including the downtown business district surrounding and adjacent to the Courthouse Square in Oxford, Lafayette County, Mississippi and specifically the surplus sidewalk area adjacent to Licensee’s business along Jackson Avenue as shown on the survey attached as Exhibit “A” and more particularly described in the legal description attached as Exhibit “B” (the “Property”); and

WHEREAS, the City has recently extended the sidewalk along a portion of Jackson Avenue to improve the pedestrian walkway and to increase the area available for public use; and

WHEREAS, the City of Oxford has the power to license real property owned by it, and make such order respecting the same as may be deemed conducive to the best interest of the City, pursuant to Miss. Code Ann. § 21-17-1; and

WHEREAS, the City finds that it is in the best interests of the community to license the Property to Licensee for period of one year for valuable consideration, and

WHEREAS, SAID PERMISSION CONTEMPLATED HEREIN IS A MERE LICENSE ONLY AND MAY BE TERMINATED IMMEDIATELY AT THE WILL OF THE CITY FOR ANY REASON.

THEREFORE, for and in consideration of the promises, covenants and agreements contained in this License, the City and Licensee hereby covenant and agree as follows:

ARTICLE I
DEMISE, TERM, RENT, AND OTHER PAYMENTS

Section 1.01 Demise and Term. Subject to the terms and conditions stated herein, Licensor shall license the Property unto Licensee, for a term commencing on the Effective Date and expiring exactly one (1) year later unless sooner terminated as provided in this License (the “Term”).

Section 1.02 Payment. Licensee covenants and agrees to pay the City as payment hereunder for the license of the Property the amount of \$23.00 per square foot for the square footage indicated on Ex. B of 550.70 s.f. for a total monthly payment of \$1,055.51 (the “Payment”), due and payable to the City on the 1st day of the month. All Payments shall be paid to the City without demand or set-off at the address of the City specified in Section 7.03 of this License, or at such other address as City may designate.

ARTICLE II
TAXES, ASSESSMENTS, CHARGES, COMPLIANCE WITH LAW, AND LIENS

Section 2.01 Taxes and Other Charges. To the extent applicable, Licensee shall pay and discharge as they become due and before they become delinquent all taxes, assessments, fees or charges related to its use of the Property, including any sales, gross income, rental, business occupation, or other like taxes and assessments, utility payments and charges, garbage and trash collection fees, which are or may, during the Term, be levied, charged, assessed or imposed solely upon or against the Property.

Section 2.02 Compliance with Laws.

(a) Licensor acknowledges that any use of the Property that is unlawful, improper, excessively noisy or offensive, or contrary to any law or any applicable law, regulation, or ordinance in force in Oxford, Mississippi shall be grounds for immediate termination of this License.

(b) Licensee is obligated, at its own expense, to procure the appropriate permits for the operation of its business on the Property including any necessary permits from the Mississippi Department of Revenue and/or Alcoholic Beverage Control for the sale of alcoholic beverages on the Property and a Shared Use Permit from the City of Oxford Planning Department. Licensee shall give prompt notice to Licensor of any violation of any law or requirement of public authority with respect to the Property or the use and occupation thereof by Licensee.

Section 2.03 Liens. Licensee shall not permit any liens to attach to the Property. If any lien or order for the payment of money shall be filed against Licensor or the Property, arising out of Licensee's use or occupation of the Property then Licensee shall, immediately cause such lien to be canceled and discharged of record, by bond or otherwise, at the election and expense of Licensee or Licensee may insure over such lien with a title insurance company acceptable to Licensor. Licensee shall, indemnify, hold harmless and defend on behalf of Licensor, at Licensee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Licensor shall pay any damages and discharge any judgment entered thereon. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

ARTICLE III
USE AND SURRENDER OF THE DEMISED PREMISES AND UTILITIES

Section 3.01 Use of the Property. Licensee's use of the Property shall be governed by the Shared Use Permit approved by the City of Oxford Planning Department. The Licensee's use and occupation of the Property is subject to and must comply with all applicable laws and ordinances, including City of Oxford ordinances regarding the service of alcoholic beverages and amplified sound.

Section 3.02 Surrender of Property. It is agreed that at the expiration or earlier termination of this License, Licensee shall remove any personal property, which Licensee has placed on the Property. If Licensee's removal of any items causes damage to the Property, then Licensee shall, within 10 days of the expiration or notice of termination, promptly repair such

damage and shall be solely liable for the costs of such repair. Licensee covenants and agrees, at the expiration or earlier termination of this License, whether by limitation, forfeiture or otherwise, to quit, surrender and deliver to Licensor possession of the Property, free from all personal property of the Licensor, and free from all liens thereon, in good condition and repair, ordinary wear and tear excepted, all of which shall become and remain the property of Licensor. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

Section 3.03 Termination by Licensee. **NOTWITHSTANDING ANY OTHER TERM OF THIS LICENSE, THIS LICENSE IS IMMEDIATELY TERMINABLE AT ANY TIME FOR ANY REASON AT THE WILL OF THE LICENSOR**

(a) The termination by Licensee shall be effective upon 10 days written notice to Licensor. In the event of a termination by Licensee, any obligation that has accrued to Licensee under the operation of this License shall survive the termination.

(b) Whenever this License is terminated, Licensee shall surrender the Property pursuant to Section 3.02 above.

(c) In the event of a breach of the terms of any Article of this License the Licensor shall have the right to, but is under no obligation to pursue one or more of the remedies:

(i) Licensee shall pay to Licensor all reasonable costs incurred by Licensor (including court costs and reasonable attorneys' fees and expenses) in: (1) obtaining possession of the Property; (2) removing and storing Licensee's property; (3) repairing, restoring, altering, remodeling, or otherwise putting the Property into the same condition that the Property was in on the effective date of this License. To the full extent permitted by Law, Licensor and Licensee agree the federal and state courts located in Oxford, Mississippi shall have exclusive jurisdiction over any matter relating to or arising from this License and the parties' rights and obligations under this License.

(d) No Remedy Exclusive. No remedy herein conferred upon or reserved to Licensor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this License or now or hereafter existing at law or in equity or by statute. No delay or omission by Licensor to exercise any right or power that accrued upon any default of Licensee shall impair any such right or power or shall be construed to be a waiver thereof, and any such right and power may be exercised by Licensor at any time, from time to time and as often as may be deemed expedient.

Section 3.04 Excess Payments. In the event this License is terminated by either the Licensor or Licensee, any excess amounts paid to the Licensor pursuant to Section 1.02 Payment shall be prorated as of the date of termination and refunded to the Licensee.

ARTICLE IV
IMPROVEMENTS, REPAIRS, MAINTENANCE AND INSPECTIONS

Section 4.01 Construction of Improvements. No improvements may be made to the Property unless they are approved in advance by the City of Oxford Planning Department as part of the Shared Use Permitting process.

Section 4.02 Maintenance and Repair of Property. Except as noted below, Licensor shall keep and maintain the Property in good order and repair. Any damage to the property caused by Licensee or its invitees, shall be repaired by Licensee at Licensee's sole cost and expense. Licensor shall not be liable to Licensee or Licensee's agents, employees and invitees for any damages resulting from failure to maintain the Property unless such damage is due solely to Licensor's gross negligence or willful misconduct. Notwithstanding the above, Licensee shall ensure that the Property is thoroughly cleaned at the end of each business day or as required to prevent unsightliness and/or odor. All trash and debris, liquids or solids, must be properly disposed of, removed, and cleaned as needed, so that the appearance of the area remains clean and free of odor. All property of every kind which may be on the Property during the term of this License shall be on the Property at the sole risk of Licensee or those claiming under Licensee, and Licensor shall not be liable to Licensee or to any other person for any injury, loss or damage to any such property in or upon the Property, and the entrances, sidewalks and walkways adjoining same, unless due solely to Licensor's gross negligence or willful misconduct.

ARTICLE V
INSURANCE

Section 5.01 Classes of Insurance for Licensee. During the Term of this License, Licensee shall keep the Property insured against the following risks and hazards, with coverage in amounts not less than those specified as follows:

(a) Special form property insurance insuring Licensee's furniture, fixtures, equipment, and other personal property, in an amount equal to the full replacement cost;

(b) Comprehensive general public liability insurance against claims relating to or occurring on or about the Property and its respective appurtenances and improvements, including personal injury, death and property damage, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries to or death of one person and Two Million Dollars (\$2,000,000.00) on account of bodily injuries or death of more than one person as the result of any one accident or occurrence. All such general public liability insurance shall name Licensor, and its lender(s) (if notice is provided to Licensee) as an additional insured and may be furnished under a "primary" policy and an "umbrella" policy, provided that it is primary insurance and no excess over, or contributory with, insurance in force for Licensor.

Section 5.02 Requirements. The insurance required by Section 5.01 above shall: (i) be written in the name of Licensee with respect to general liability policies, with Licensor and Licensor's lender if any known to Licensee, named as additional insured parties and (ii) be written by one or more responsible insurance companies authorized to do business in Mississippi and reasonably acceptable to Licensor. Licensee shall give thirty (30) days' prior written notice to

Licensor of any proposed cancellation of any of its insurance policies. Licensee shall be solely responsible for the payment of any insurance premiums, and Licensor (or Licensor's designee) shall not be required to pay any premium for such insurance. Licensee shall deliver to Licensor, upon request, a certificate of insurance on all policies secured by Licensee in compliance with its obligations hereunder.

ARTICLE VI
ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 6.01 Assignment, Subletting and Mortgaging. Licensee shall not (i) sublicense the Property, or any part thereof, nor (ii) assign this License or any interest therein, nor (iii) grant concessions or licenses or other rights for the occupancy or use of the Property, or any part thereof, nor (iv) encumber, mortgage, hypothecate or grant any interest in this License or in Licensee's estate, nor (v) transfer any interest in this License or Licensee's estate in the Property.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Waiver. Failure of either party to insist upon the strict performance of any term, condition or covenant to be performed pursuant to this License or to exercise any option, right, power or remedy contained in this License shall not be deemed nor construed as a waiver of such performance or relinquishment of such right now or subsequent thereto. No waiver of any terms or provisions hereof shall be valid unless such waiver is in writing.

Section 7.02 Severability. Each and every covenant and agreement contained in this License shall be, for any and all purposes hereof, construed as separate and independent from all other covenants and agreements contained herein. All rights, powers and remedies provided herein shall be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this License valid and enforceable. If any term, provision or covenant of this License or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this License or the application of such term, provision or covenant to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 7.03 Notices, Demands and Other Instruments. All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the terms of this License shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, (ii) two business days after deposit in the United States Mail, certified mail return receipt requested, or (iii) when delivered by a nationally recognized overnight courier service, addressed to each party hereto as follows:

Licensor: City of Oxford, Mississippi
Attn: Ashley Atkinson
107 Courthouse Square
Oxford, MS 38655

With a copy to: MAYO MALLETTE PLLC

Attn: Pope Mallette
P.O. Box 1456
Oxford, MS 38655

Licensee: Bunkey, LLC
Attn: Emily Blount
922 Jackson Avenue East
Oxford, MS 38655

or at such other address in the United States as Licensor or Licensee may from time to time designate in writing and deliver to the other party.

Section 7.04 Successors and Assigns. Each and every covenant, term, condition and obligation contained in this License shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives, successors and assigns of Licensor and Licensee. Whenever reference to the parties hereto is made in this License, such reference shall be deemed to include the legal representatives, successors and assigns of Licensor and Licensee as if in each case expressed. The term "Person" when used in this License shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

Section 7.05 Headings. The headings to the various sections of this License have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this License.

Section 7.06 Counterparts. This License may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 7.07 Applicable Law. This License shall be construed under and enforced in accordance with the laws of the State of Mississippi.

Section 7.08 All Genders and Numbers Included. Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this License, it shall equally apply to, extend to and include the other.

Section 7.09 Time of the Essence. It is specifically agreed that the timely payment of each and every installment of Rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this License.

Section 7.10 Prohibition on Recording License. Neither party shall at any time record a copy of this License or memorandum of License without Licensor's consent.

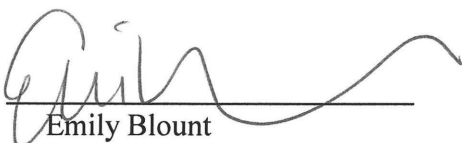
Section 7.11 Amendment or Modification. This License contains the entire agreement of the parties, and no amendment or modification of this License shall be valid or binding unless expressed in writing and executed by the parties hereto in writing in the same manner as the execution of this License.

Section 7.12 Indemnification. Licensee shall indemnify, defend, keep, save, and hold harmless Licensor from any and all damages and liability for anything and everything whatsoever arising from or out of the occupancy by or under Licensee, Licensee's agents or servants, any user and/or renter to whom Licensee allows access to the Property pursuant to this License, and from any loss or damage arising from any fault or negligence by Licensee or any failure on Licensee part to comply with any of the covenants, terms, and conditions in this License.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed as of the day and year first above written.

LICENSEE:

Bunkey, LLC

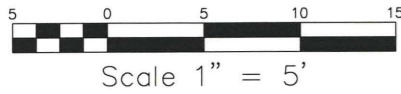
By: 
Emily Blount

LICENSOR:

City of Oxford, Mississippi

By: _____
Robyn Tannehill, Mayor

EXHIBIT A (CONT'D)
AREA C



STATE PLANE COORDINATE SYSTEM:

BEARINGS: GRID
ZONE: MS EAST
DATUM: NAD 83 (2011)
DERIVED FROM: GPS Reference Network System

COORDINATES ESTABLISHED FROM
CORS STATION MSOX, OXFORD, MS
N=1770206.108
E=773290.955

NOTES:

- This survey was prepared without the benefit of a title search by the client or owner.
- This Property is subject to all City of Oxford rules and regulations.
- This property is subject to all road and utility easements and right-of-way of record. Recorded or Unrecorded.
- This Property is a Class "A" survey as set forth in Appendix "A" of the Standards of Practice for Surveying in the State of Mississippi.
- This Property does not lie in a flood hazard area according to the Flood Insurance Rate Map No. 28071C0257C, Panel No. 257, Effective date November 26, 2010.
- This survey meets the conditions of closure and accuracy for Condition "A" as set forth in Appendix "B" of the Standards of Practice for Surveying in the State of Mississippi.
- Bearings Established: GPS Observation (Grid)
- All of the survey calls are either deed calls, plat calls or measured calls established by this survey.
- Date of field survey: 8-10-21.

STATE PLANE COORDINATE SYSTEM:
Bearings: Grid
Zone: MS East
Datum: NAD 83 (2011)
S.F. at P.O.B.= 0.99999925
Converg. at P.O.B.: -0'23"16.79"

DESCRIPTION: A 420.37 square feet, more or less parcel of land located in the Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West; said parcel also known as a portion of East Jackson Avenue Right-of-Way as shown on the official map of the City of Oxford on file in the Office of the Chancery Clerk, The City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

Beginning at a P.K. nail set (N=1771233.1487, E=776834.1780), located 4,334.05 feet South of and 3,502.59 feet West of a 1/2" rebar in concrete monument (N=1775567.2010, E=780336.7580), marking the Northeast Corner of Section 21, Township 8 South, Range 3 West; run thence S 79°59'38" E for a distance of 5.14 feet along said North line to a P.K. nail set; run thence N 10°48'56" E for a distance of 8.68 feet along said North line to a P.K. nail set; run thence S 79°48'36" E for a distance of 24.06 feet along said North line to a P.K. nail set; run thence S 10°11'24" W for a distance of 15.97 feet along said East line and leaving said North line to a P.K. nail set; run thence N 79°30'50" W for a distance of 29.28 feet along said South line and leaving said East line to a P.K. nail set; run thence N 10°00'22" E for a distance of 7.12 along said West line and leaving said South line to the Point of Beginning of the herein described parcel of land, said parcel containing 420.37 square feet, more or less.

AREA C.4

STATE PLANE COORDINATE SYSTEM:
Bearings: Grid
Zone: MS East
Datum: NAD 83 (2011)
S.F. at P.O.B.= 0.99999925
Converg. at P.O.B.: -0'23"16.79"

DESCRIPTION: A 47.42 square feet, more or less parcel of land located in the Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West; said parcel also known as a portion of East Jackson Avenue Right-of-Way as shown on the official map of the City of Oxford on file in the Office of the Chancery Clerk, The City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

Beginning at a P.K. nail set (N=1771233.1487, E=776834.1780), located 4,334.05 feet South of and 3,502.59 feet West of a 1/2" rebar in concrete monument (N=1775567.2010, E=780336.7580), marking the Northeast Corner of Section 21, Township 8 South, Range 3 West; run thence S 10°00'22" W for a distance of 7.12 feet along said East line to a P.K. nail set; run thence N 79°52'26" W for a distance of 6.68 feet along said South line and leaving said East line to a P.K. nail set; run thence N 10°13'17" E for a distance of 7.10 feet along said West line and leaving said South line to a P.K. nail set; run thence S 79°59'38" E for a distance of 6.67 along said North line and leaving said West line to the Point of Beginning of the herein described parcel of land, said parcel containing 47.42 square feet, more or less.

AREA C.2

STATE PLANE COORDINATE SYSTEM:
Bearings: Grid
Zone: MS East
Datum: NAD 83 (2011)
S.F. at P.O.B.= 0.99999922
Converg. at P.O.B.: -0'23"16.42"

DESCRIPTION: A 386.54 square feet, more or less parcel of land located in the Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West; said parcel also known as a portion of East Jackson Avenue Right-of-Way as shown on the official map of the City of Oxford on file in the Office of the Chancery Clerk, The City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

Beginning at a P.K. nail set (N=1771232.2197, E=776888.5005), located 4,334.98 feet South of and 3,448.98 feet West of a 1/2" rebar in concrete monument (N=1775567.2010, E=780336.7580), marking the Northeast Corner of Section 21, Township 8 South, Range 3 West; run thence S 10°11'24" W for a distance of 15.80 feet along said East line and leaving said North line to a P.K. nail set; run thence N 80°12'43" W for a distance of 24.34 feet along said South line and leaving said East line to a P.K. nail set; run thence N 10°11'24" E for a distance of 15.97 feet along said West line and leaving said South to a P.K. nail set; run thence S 79°48'36" E for a distance of 24.34 along said North line and leaving said West line to the Point of Beginning of the herein described parcel of land, said parcel containing 386.54 square feet, more or less.

SURVEYORS CERTIFICATION:

This is to certify that I, the undersigned, a licensed surveyor in the State of Mississippi have completed a survey of the premises as described and delineated hereon for the purpose of accurately describing the same and that this plat represents said premises as surveyed on the ground by me or under my direct supervision and is true and accurate to the best of my knowledge.

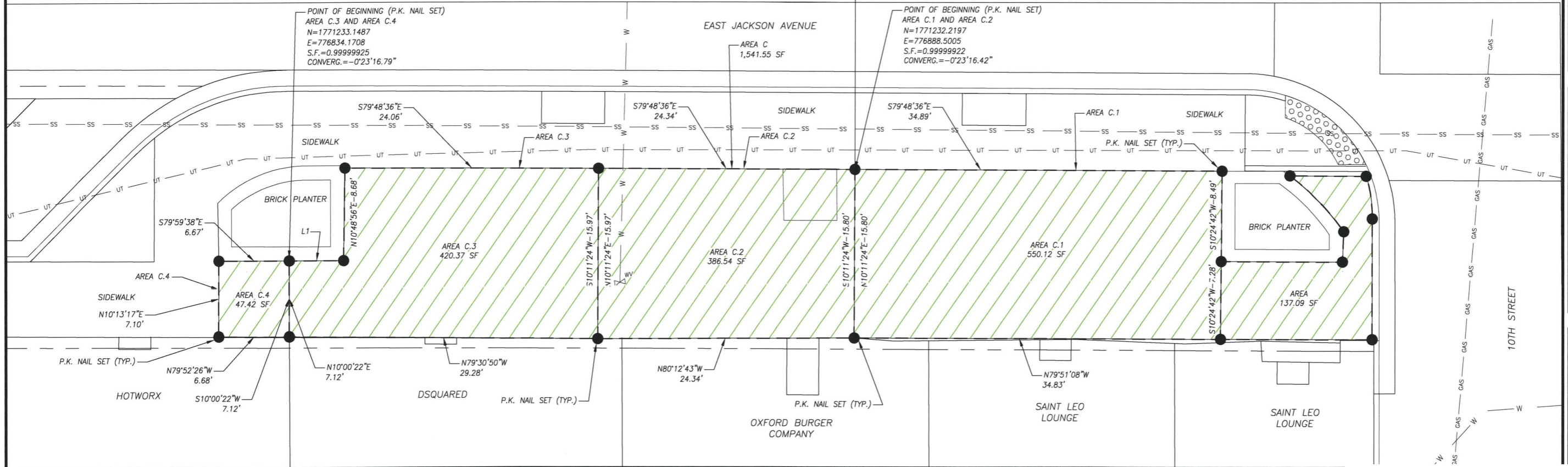
Jimmy E. Catt, Jr.
Jimmy E. Catt, Jr. PS#28159 Date: 8-20-21



| PARCEL LINE TABLE | | |
|-------------------|--------|-------------|
| LINE NO. | LENGTH | DIRECTION |
| L1 | 5.14' | S79°59'38"E |

SYMBOL AND LINE LEGEND

- TMH TELEPHONE MANHOLE
 - UT — TELEPHONE (UNDERGROUND)
 - ⊞ WM WATER METER
 - ⊞ WV WATER VALVE
 - W — DOMESTIC WATER
 - SS — SANITARY SEWER
 - P.K. NAIL SET
 - ▨ SURPLUS AREA
- AREA C = 1,541.54 SF



OWNERSHIP OF DOCUMENTS
THIS DOCUMENT AND THE IDEAS AND DESIGN INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF ELLIOTT & BRITT ENGINEERING, P.A. AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF ELLIOTT & BRITT ENGINEERING, P.A.
REVISION

LEASE AGREEMENT SURVEY FOR:
**EAST JACKSON AVENUE
OUTDOOR LEASES**
CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI

DRAWN: G B A
CHECKED: K W M
ENGINEER: K W M
DATE: August 18, 2021
JOB NUMBER: 5121-058

ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD - BATESVILLE - NEW ALBANY - HOLLY SPRING
(662) 234-1763
WWW.ELLIOTTBRITT.COM

SHEET TITLE:
**PARCEL AREA C
LEASE MAP**
SHEET NUMBER:
3

AREA C.1

STATE PLANE COORDINATE SYSTEM:

Bearings: Grid

Zone: MS East

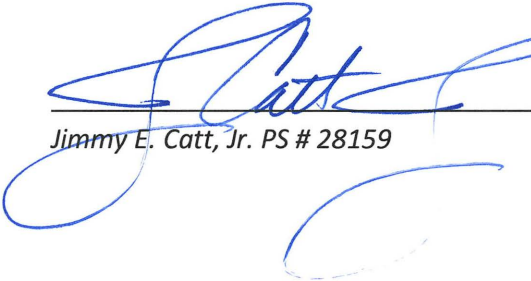
Datum: NAD 83 (2011)

S.F. at P.O.B.= 0.99999922

Converg. at P.O.B.: -0°23'16.42"

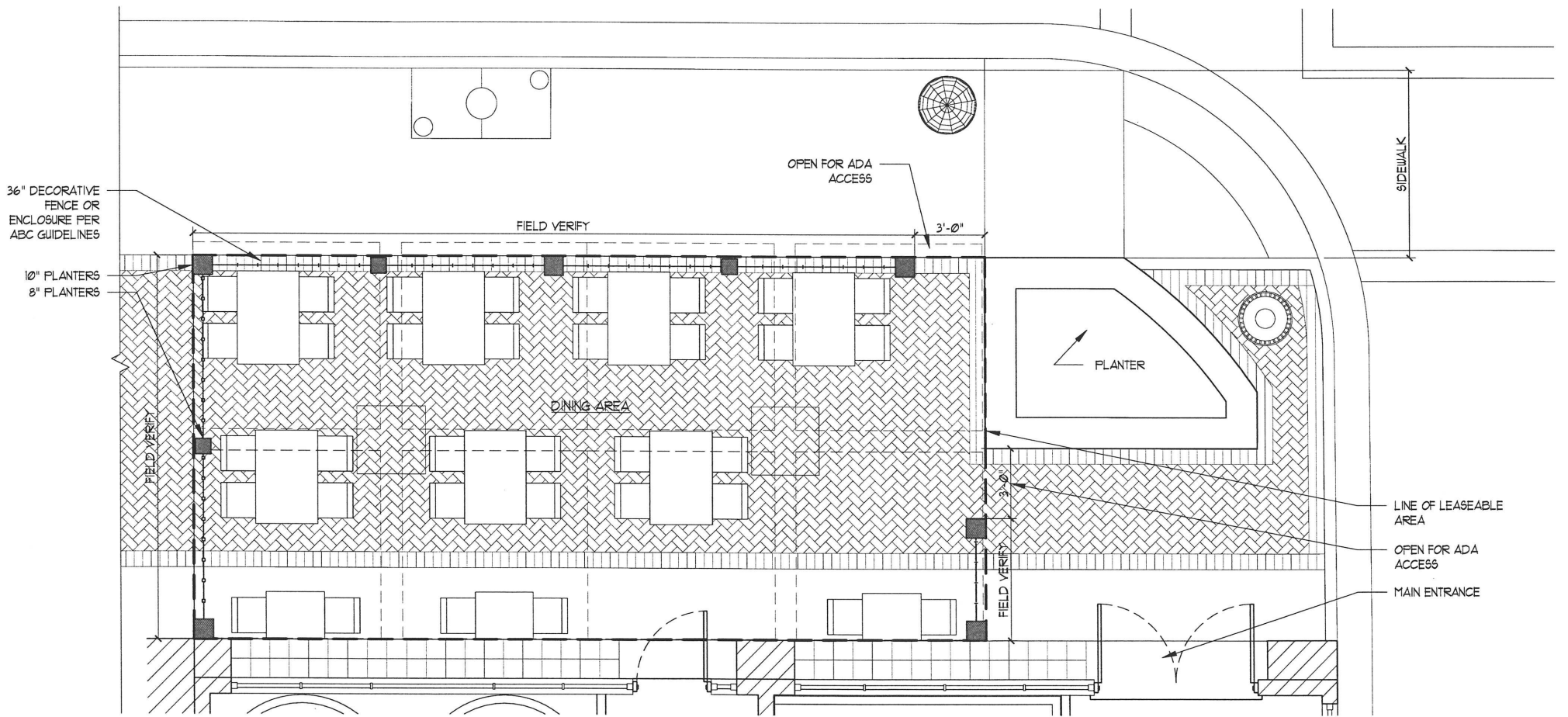
DESCRIPTION: A 550.12 square feet, more or less parcel of land located in the Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West; said parcel also known as a portion of East Jackson Avenue Right-of-Way as shown on the official map of the City of Oxford on file in the Office of the Chancery Clerk, The City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

Beginning at a P.K. nail set (N=1771232.2197, E=776888.5005), located 4,334.98 feet South of and 3,448.98 feet West of a 1/2" rebar in concrete monument (N=1775567.2010, E=780336.7580), marking the Northeast Corner of Section 21, Township 8 South, Range 3 West; run thence S 79°48'36" E for a distance of 34.89 feet along said North line to a P.K. nail set; run thence S 10°24'42" W for a distance of 8.49 feet along said East line and leaving said North line to a P.K. nail set; run thence S 10°24'42" W for a distance of 7.28 feet along said East line to a P.K. nail set; run thence N 79°51'08" W for a distance of 34.83 feet leaving said East line and along said South line to a P.K. nail set; run thence N 10°11'24" E for a distance of 15.80 along said West line and leaving said South line to the Point of Beginning of the herein described parcel of land, said parcel containing 550.12 square feet, more or less.


Jimmy E. Catt, Jr. PS # 28159



8-20-21
Date:



SAINT LEO OUTDOOR DINING SITE PLAN

SCALE: 1/4" = 1' - 0"



**THIRTEENTH RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF OXFORD, MISSISSIPPI, DECLARING ADDITIONAL MEASURES FOR
THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE
PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED
PURPOSES**

WHEREAS, on January 31, 2020, United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; and

WHEREAS, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, Oxford, Lafayette County, and the surrounding area which is served by Baptist Memorial Hospital-North Mississippi (BMH-NM, or “the Hospital”) in Oxford, Mississippi, is experiencing a surge of COVID-19 cases which is severely straining the resources of BMH-NM and its health care providers; and

WHEREAS, the governing authorities for the City of Oxford have been in close contact with physicians and administrators for BMH-NM, and have been informed that the Hospital is experiencing large numbers of cases of COVID-19 cases which have caused most and at times all of the Hospital’s spaces, personnel, and equipment to be at peak capacity or beyond, thereby causing some delays in treatment and prioritization of treatment beyond the normal operations of the Hospital; and

WHEREAS, on August 24, 2021, BMH-NM the City’s governing authorities that it is declaring an Internal Disaster in its hospital, largely because of the number of patients it is treating for COVID-19; and

WHEREAS, Hospital physicians and administrators, and other health care experts in the City, State, and nation have stated in the strongest terms that individuals should receive a vaccine if they are medically able to do so and wear a mask in areas of significant outbreaks; and

WHEREAS, the Mississippi State Department of Health (“MSDH”) has issued a statement that Mississippi is experiencing high levels of COVID-19 cases and hospitalizations due to the delta variant, and recommends among other things that citizens should get a COVID-19 vaccination if you are eligible, and wear a mask in all indoor public settings, even if you are vaccinated; and

WHEREAS, on March 13, 2020 Mayor Robyn Tannehill signed a Proclamation of Local Emergency due to the COVID-19 pandemic, and on March 17, 2020, the City of Oxford, through its Mayor and Board of Aldermen ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency, and for the Control of Infectious and Contagious Diseases and Related Purposes, which made certain findings and required, among other things, restaurants to close dining rooms and provide services through curbside pick-up, drive through and delivery methods only, and prohibited the use by the public of interior or exterior common dining or bar facilities; and

WHEREAS, Governor Tate Reeves has issued additional Executive Orders and the City has passed updated resolutions and safety guidelines for the purpose of controlling the COVID-19 pandemic, the findings of all of which are incorporated herein by reference; and

WHEREAS, on September 30, 2020, Governor Reeves signed Executive Order 1525, which, among other things, “strongly encouraged” Mississippians to follow Centers for Disease Control and Mississippi Department of Health recommendations such as wearing a face covering in public, avoiding large gatherings, and maintaining social distancing.

WHEREAS, Executive Order 1525 further limits public and private social gatherings and recreational activities to no more than 20 people indoors and no more than 100 people outdoors, limits the capacity of restaurants, bars, reception halls, conference centers, and provides certain restrictions for the operation of sports complexes; and

WHEREAS, Executive Order 1525 allows municipalities to adopt “orders, rules, regulations, resolutions, and actions that are more strict than established [in Executive Order 1525], including face covering requirements,” so long as such regulations do not prevent essential businesses from providing essential services; and

WHEREAS, the City of Oxford has reviewed the restrictions imposed by its prior resolutions, as well as the restrictions imposed by this Resolution, and has found those restrictions do not conflict with the terms of Executive Order 1525; and

WHEREAS, the emergence and spread of COVID-19 and the delta variant within Mississippi, and particularly in Oxford, Lafayette County, and the surrounding areas, continue to constitute a public emergency that has resulted in substantial injury or harm to life, health, and property within Mississippi, and in the City of Oxford, and COVID-19, and has been detected in numerous individuals within Lafayette County, Mississippi and on the University of Mississippi campus; and

WHEREAS, the State of Mississippi and the City of Oxford continue to be adversely affected by the outbreak of COVID-19, and there exists a continued threat to the public’s safety, private property and the social and economic welfare of this City, County, and State; and

WHEREAS, the CDC “recommends that people wear masks in public settings and when around people who don’t live in your household, especially when other social distancing

measures are difficult to maintain,” and further advises that “[m]asks may help prevent people who have COVID-19 from spreading the virus to others” and that “[m]asks are most likely to reduce the spread of COVID-19 when they are widely used by people in public settings,” *Considerations for Wearing Masks*, <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover-guidance.html> (accessed Sept. 30, 2020); and

WHEREAS, the Mississippi Department of Health recommends that “[a]ll Mississippi residents should wear non-medical grade masks or homemade cloth face coverings when shopping, running errands, or otherwise away from home” and that “[f]ace covering is especially important when a distance of at least 6 feet cannot easily be maintained between persons,” *COVID-19 Guidance and Prevention for Individuals and the Community*, https://msdh.ms.gov/msdhsite/_static/14,21866,420.html (accessed Sept. 30, 2020); and

WHEREAS, the Mississippi Department of Health recommends to control the spread of COVID-19 people should “[w]ear a mask in all indoor public settings, even if you are vaccinated,” *Preventing COVID-19: Recommendations and Requirements*, https://msdh.ms.gov/msdhsite/_static/14,21866,420.html#prevention (accessed Aug. 24, 2021); and

WHEREAS, the governing authorities of the City of Oxford have reviewed and accept the findings and recommendations of the CDC and the Mississippi Department of Health, and have further received the same findings and recommendations from health professionals and administrators within the City of Oxford and Lafayette County, and have continued to be timely updated regarding the threat that COVID-19 has posed and continues to pose for the City of Oxford and Lafayette County, and accept those findings and recommendations; and

WHEREAS, the population of the City of Oxford is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Oxford is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, the City of Oxford may face additional difficulties because of its large transient student population; and

WHEREAS, Section 45-17-3 of the Mississippi Code allows the City to proclaim a civil emergency if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and death to persons to such an extent that additional extraordinary measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Oxford; and

WHEREAS, Section 45-17-7 of the Mississippi Code allows the Mayor and Board of Aldermen of the City of Oxford, after declaration of a civil emergency and in the interest of the

public safety and welfare, to issue such orders as are necessary for the protection of life of citizens and visitors to the City of Oxford, Mississippi; and

WHEREAS, Section 21-19-29 of the Mississippi Code allows the Mayor and Board of Aldermen of the City of Oxford to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same; and

WHEREAS, Section 21-19-3 of the Mississippi Code grants the Mayor and Board of Aldermen of the City the power to make regulations to prevent the introduction and spread of contagious or infectious diseases;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Oxford, that the City adopts the following measures to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: The City of Oxford adopts all findings and regulations contained herein, and issues the following restrictions, to become effective at 4:00 p.m. on Wednesday, August 25, 2021.

Every person in the City of Oxford shall wear a face covering, covering the nose and mouth, while inside a business, or other building or space open to the public whenever it is not possible to maintain a minimum of six feet of social distancing from another person not in the same household, or when in an outdoor public space whenever it is not possible to maintain a minimum of six feet of social distancing from another person not in the same household, except face coverings are not required for the following:

- 1) Persons who cannot wear a face covering due to a medical or behavioral condition, who have trouble breathing or are incapacitated, or whose healthcare professional has recommended that a face covering not be worn;
- 2) Persons seeking to communicate with someone who is hearing-impaired in a way that requires the mouth to be visible;
- 3) Persons while eating or drinking;
- 4) Persons in a building or engaged in an activity that utilizes or requires security surveillance or screening (e.g., banking or financial institutions), and only during such times when these persons are under security surveillance or screening;
- 5) Persons engaged in swimming activities or other activities while in a swimming pool;
- 6) Persons engaged in exercising in fitness and exercise gyms or other sports activity;
- 7) Persons while giving a speech, presentation or performance for a broadcast or to an audience;
- 8) Persons actively providing or obtaining access to religious worship (NOTE wearing a face covering is strongly encouraged for such indoor activities);
- 9) Children under the age of six (6) (NOTE parents and guardians shall be responsible for ensuring proper use of face coverings by children six (6) years of age and older

- and must ensure that face coverings do not pose a choking hazard and can be safely worn without obstructing a child's ability to breathe); and
- 10) Other settings where it is not practical or feasible to wear a face covering, including, but not limited to, when obtaining or rendering goods or services (such as receipt of dental services) or would otherwise impede visibility to operate equipment.
 - 11) In any business, building or other space open to the public in which all occupants of such business, building, or space are required to show proof of vaccination at the time of entry into such building.

Additionally, all businesses and services must require the following face covering and social distancing measures until further order of the Mayor and Board of Aldermen.

- 1) Employees shall properly wear face coverings ensuring the face covering covers the mouth and nose.
- 2) All businesses shall monitor all points of entrance and prohibit entrance into the business by any individual over the age of six (6) years not wearing a face covering.
- 3) Management of each business must provide adequate supervision to ensure compliance of the face-covering requirement to include but not limited to door monitors to monitor the entrance of the public and floor supervision for employees.
- 4) Prominent signs at every entrance informing customers they must stay 6 feet away from other customers who did not accompany them to the store;
- 5) For businesses with existing public-public address systems, regular announcements instructing customers to stay six feet away from each other;
- 6) Markers on floors and signage measuring six-foot intervals and instructing people where to stand in checkout lanes and other lines;
- 7) Employees specifically tasked to enforce social distancing among customers, and employees specifically dedicated to that task in the case of large retail establishments such as grocery stores whose publicly accessible areas cannot be viewed at once;
- 8) For businesses that utilize such technology, signage encouraging cashless purchases, online ordering and pickup, and use of self-service checkout stations.

Section 2: All businesses, agencies and units of government located within the City of Oxford shall continue to take all reasonable measures to ensure that such businesses, agencies and units of government comply with the CDC and the Mississippi Department of Health recommendations and guidance, and shall implement appropriate safeguards to prevent the spread of infectious disease, including but not limited to: mandating social distancing, sending home sick employees and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms, emphasizing work-

from-home policies where possible, mandating respiratory etiquette and proper hand hygiene, maintaining clean and sanitary workplaces, cautioning employees regarding travel, and taking all such additional measures to prohibit and/or reduce the spread of infectious disease, and especially COVID-19.

Section 3: The Mayor may issue such other orders as are necessary for the protection of life and liberty. The Mayor is also empowered and authorized to interpret the terms of this Resolution and any executive order incorporated and referenced herein to the extent necessary to enforce this resolution or any such order.

Section 4: The penalties for violation of this adopted resolution shall be the same as those listed in the ordinance amending Chapter 1, Code of Ordinances of the City of Oxford, Mississippi – General Provisions, which the City of Oxford adopted on or about March 18, 2020.

Section 5: The City, in consultation with its Emergency Management Coordinator, local health care professionals, and with consideration for national and State guidance, shall continuously monitor conditions to determine certain milestones, peaks, and trajectories for the presence of COVID-19 in the Oxford, Lafayette County, and local University of Mississippi communities, and shall change restrictions and requirements as they determine to be appropriate under circumstances presented to the City.

Section 6: To the extent any current Executive Order of the Governor may issue which is more restrictive than this Resolution, such Executive Order shall control. The intent of this Resolution is not to be less restrictive than any current Executive Order in any way.

Section 7: This Resolution shall be in full force and effect until amended or rescinded by the governing authorities of the City of Oxford.

Alderman ____ moved for adoption of the Resolution, which motion was seconded by Alderman ____, said Resolution having been introduced in writing at a specially called meeting of the Mayor Board of Aldermen of the City of Oxford, Mississippi, held on September 30, 2020, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes as follows:

Alderman Rick Addy voted: _____

Alderman Mark Huelse voted: _____

Alderwoman Brian Hyneman voted: _____

Alderman Kesha Howell-Atkinson voted: _____

Alderman Preston E. Taylor voted: _____

Alderman Jason Bailey voted: _____

Alderman John Morgan voted:

Robyn Tannehill
Mayor of the City of Oxford, Mississippi

Attest: Ashley Atkinson
City Clerk, City of Oxford, Mississippi



**City of Oxford
Board of Aldermen
Regular Meeting
September 7, 2021, 5:00 pm - 7:00 pm
City Hall Courtroom**

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MINUTES

City of Oxford
Board of Aldermen
Regular Meeting
Tuesday, September 7, 2021, 5:00 pm - 7:00 pm
City Hall Courtroom



1. Call to order.

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, September 7, 2021, in the courtroom of Oxford City Hall when and where the following were present:

Robyn Tannehill, Mayor
Rick Addy, Alderman Ward I
Mark Huelse, Alderman Ward II
Brian Hyneman, Alderman Ward III
Kesha Howell-Atkinson, Alderman Ward IV
Preston Taylor, Alderman Ward V
Jason Bailey, Alderman Ward VI-absent
John Morgan, Alderman At Large

Mayo Mallette, PLLC- Of Counsel
Ashley Atkinson- City Clerk
Bart Robinson- Chief Operating Officer
Reanna Mayoral- City Engineer
Ben Requet- Director of Planning
Jeff McCutchen- Police Chief
Matt Davis- Director of Parking Enforcement
Braxton Tullos- Human Resources Director
Joey Gardner- Fire Chief
Seth Gaines- Director of Oxford Park Commission
Mike Young- Asst. Director of Oxford Park Commission
Arledia Bennett- RSVP Director-absent
Rob Neely- General Manager of Oxford Utilities
Lynwood Jones- Superintendent of City Shop- absent
Jimmy Allgood- Director of Emergency Management
Amberlyn Liles- Environmental Services Director
Gray Parker- Planning Department-absent
Greg Pinion- Buildings & Grounds Superintendent
Donna Fisher- Municipal Court Clerk-absent
Kara Giles- Executive Assistant to the Mayor
Hollis Green- Director of Development Services
John Crawley- Asst. City Engineer-absent
Chris Carter- Senior Building Inspector
Brad Freeman- mTrade Park Director- absent
Clay Brownlee- mTrade Park Assistant Director-absent
Michael Temple- IT Department
Chris Simmons- IT Director
Donna Zampella- General Manager of Oxford University Transit
Mark Levy- General Government

2. Adopt the agenda for the meeting.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Huelse to adopt the agenda for the meeting, with the addition of items 6bxvi, 6bxvii, and 33 and the deletion of item 6bvi. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Mayor's Report

4. Authorize the approval of the minutes of the Regular Meeting on August 17, 2021, the Special Meeting on August 24, 2021, and the Special Meeting on August 25, 2021. (Ashley Atkinson)

It was moved by Alderman Taylor, seconded by Alderman Hyneman to approve the minutes of the Regular Meeting on August 17, 2021, the Special Meeting on August 24, 2021, and the Special Meeting on August 25, 2021. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Authorize the approval of accounts for all city departments. (Ashley Atkinson)

It was moved by Alderman Morgan, seconded by Alderman Huelse to approve the accounts for all city departments, including a claims docket showing General Fund claims numbered 113862-114065, Water & Sewer claims numbered 36642-36688, Trust & Agency claims numbered 35007-35096 and 5118-5124, Metro Narcotics claims numbered 7725-7733, and a Bond & Interest claim numbered 6069, and totaling \$1,869,384.36. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to approve the following consent agenda. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

a. Fixed Assets Management:

- i. Declare a 2015 black Dodge Ram, with VIN 1C6RR7XT6FS599237 surplus in the Metro Narcotics Department and authorize the transfer of said vehicle to the Lafayette County Sheriff's Department with the understanding that the vehicle will be returned to the City when it reaches the end of its useful life. (Jeff McCutchen)

b. Human Resources:

- i. Request permission to hire James Williams as a Part-Time Reserve Officer for the Oxford Police Department, with an hourly rate of \$17.00. (Braxton Tullos)
- ii. Request permission to hire Kayla Martin as an Executive Assistant in the Oxford Police Department, with an annual salary of \$45,294.83 (G11-6). (Braxton Tullos)
- iii. Request permission to hire Kelsey Hawkins as a Full-time Communications Officer in the Oxford Police Department, with an annual salary of \$32,077.71. (Braxton Tullos)
- iv. Request permission to hire Nehemiah Carter and Chelsey Dobbs as Part-Time Communications Officers in the Oxford Police Department, each with an hourly rate of \$12.00. (Braxton Tullos)
- v. Request permission to promote Damya Campbell from Part-Time Communications Officer in the Oxford Police Department to Full-Time Communications Officer, with a new annual salary of \$32,077.71. (Braxton Tullos)
- vi. Request permission to accept the resignation of an employee in the Oxford Police Department. (Braxton Tullos)
This item was removed from the agenda.
- vii. Request permission to accept the resignation of Maria Leon in the Oxford Police Department, effective September 8, 2021. (Braxton Tullos)
- viii. Request permission to accept the resignation of Conetta Nelson in the Oxford Police Department, effective September 7, 2021. (Braxton Tullos)
- ix. Request permission to accept the resignation of Sara Scalzo in the Oxford Police Department, effective September 12, 2021. (Braxton Tullos)
- x. Request permission to approve a stipend in the amount of \$133.24 per pay period, to be reimbursed by the Oxford Housing Authority, for Cody Pruitt in the Oxford Police Department. (Braxton Tullos)
- xi. Request permission to approve a step raise for Michael Brown in the Development Services-Building Department for completing a required certification. His new salary will be \$40,365.74 (G7-15). (Braxton Tullos)
- xii. Request permission to hire Xavier Steen, Derrian Pegues, Tiffany Austin, Cello Armstrong, and Jahmal Pegues as Seasonal Laborers in the Environmental Services Department, each with an hourly rate of \$10.00 (Braxton Tullos)
- xiii. Request permission to hire Tyler Smith and Jake Sams as Concession Employees in the mTrade Park Department, each with an hourly rate of \$8.25. (Braxton Tullos)
- xiv. Request permission to accept the resignation of Joshua Tolbert in the Oxford Fire Department, effective September 10, 2021. (Braxton Tullos)
- xv. Request permission to approve Lloyd Wade as an unpaid volunteer for the Oxford Animal Resource Center. (Braxton Tullos)
- xvi. Request permission to hire Christian Jones as an Animal Care Technician at the Oxford Animal Resource Center, with an annual salary of \$27,124.83 (G8-2). (Braxton Tullos)
- xvii. Request permission to accept a donation of \$250.00 and donations of food, kitty litter, pet beds, and crates for the Oxford Animal Resource Center. (Nicole Young)

c. Miscellaneous:

- i. Request approval of water and/or sewer adjustments in accordance with the Oxford Utilities Leak Adjustment Policy. (Rob Neely)
- ii. Request permission to accept a donation from the Lafayette Community Remembrance Project in the amount of \$2,500.00 for the purchase of a bench.
- iii. Board report for ECRD Summer 2021. (Tamara Hillmer)

d. Travel Requests:

- i. Request permission for the Director and Officers of the 405D Alcohol and Drug Impaired Driving - Training Coordination Grant to travel to teach for state training for FY21/22, in accordance with the requirements of the grant. (Jeff McCutchen)

- ii. Request permission for the Environmental Services Superintendent to attend the SWANA (Solid Waste Association of North America) Fall Conference in Natchez, MS on October 10-14, 2021 at an estimated cost of \$230.00. (Amberlyn Liles)
- iii. Request permission the GIS Tech to attend the MAST State GIS Conference in Long Beach, MS on October 20-22, 2021 at an estimated cost of \$428.04. (Hollis Green)

7. Authorize appointments to the Economic Development Foundation.

It was moved by Alderman Morgan, seconded by Alderman Huelse to re-appoint Brad Mayo, Lucius Brock, Anne Marie Varnell Gordon and Delia Childers to the Oxford-Lafayette Economic Development Foundation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. COVID-19 Update and CDC Recommendations. (Jimmy Allgood)

Emergency Management Director, Jimmy Allgood, gave the Board an update of the most recent COVID numbers. The Mayor read a statement from BMH-NMS administrator, Bill Henning, urging everyone to get vaccinated and wear a mask. He also stated that the hospital was going to make sure all patients were seen and no one would go without care. There was no action taken.

9. Request permission to accept and authorize Jimmy Allgood, as the designated applicant agent, to sign the Hazard Mitigation Grant Program Agreement, for the South Lamar Box Culvert Project, #4415-8. This is a 75/25 match project. The total cost is \$667,909.00 and the City's match is \$166,978.00. (Jimmy Allgood)

It was moved by Alderman Huelse, seconded by Alderman Addy to accept and authorize Jimmy Allgood, as the designated applicant agent, to sign the Hazard Mitigation Grant Program Agreement, for the South Lamar Box Culvert Project, #4415-8. This is a 75/25 match project. The total cost is \$667,909.00 and the City's match is \$166,978.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Request permission to accept the bid for insurance for FY 2021-2022 for the Oxford-University Transit Department. (Donna Zampella)

It was moved by Alderman Morgan, seconded by Alderman Addy to accept the bid for insurance for FY 2021-2022 for the Oxford-University Transit Department and authorize RLI as the continued carrier. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Request permission to post an RFQ for Destination Display Monitors and Software. (Donna Zampella)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Huelse to post an RFQ for Destination Display Monitors and Software. All the aldermen present voting aye, Mayor Tannehill declared the motion carried. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Request permission for the Mayor to sign the Multi-Modal Transit Agreement for \$59,069.00. (Donna Zampella)

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to authorize the Mayor to sign the Multi-Modal Transit Agreement for \$59,069.00 for Oxford-University Transit. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Consider a water purchase contract with Great River Utility Operating Company, LLC. (Rob Neely)

It was moved by Alderman Huelse, seconded by Alderman Addy to approve a water purchase contract with Great River Utility Operating Company, LLC, as presented; but with a limit to the length and/or the number of gallons (to be determined by the City's engineers). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Update on balconies located in the City ROW areas. (Chris Carter)

Alderman Huelse recused himself and left the meeting at this time.

Building Official, Chris Carter, gave the Board an update on all the balconies that are located over City ROW areas. He has reached out to all of the landowners and/or the business owners to make them aware of an inspection/evaluation process that needs to take place. The process involves getting a licensed structural engineer to provide a report on each balcony, citing any structural integrity issues and any deficiencies with regard to public safety. He has already received reports from several owners; but has not received any contact and/or a report from 10 landowners. Several of the business owners/land owners were in the audience and they were allowed to speak on their specific properties. The balconies that have structural deficiencies will be closed and notices will be posted. After some discussion, the Board agreed to consider each individual license and the possibility of limiting the capacities of the balconies as suggested by an engineer. Chris Carter pointed out that the IBC (International Building Code) may not allow that as an option.

After further consideration, it was moved by Alderman Morgan, seconded by Alderman Addy to postpone any decision for another 2 weeks, giving the landowners, who have not responded, a little more time. Chris was instructed to try and make contact with the other landowners via a letter or phone call. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to advertise for bids for turf at mTrade Park. (Brad Freeman)

It was moved by Alderman Morgan, seconded by Alderman Addy to advertise for bids for turf at mTrade Park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Request permission to approve an event permit for Visit Oxford to reserve the RSVP Plaza next to City Hall for a canned food drive on October 9th. (Kinney Ferris)

It was moved by Alderman Addy, seconded by Alderman Morgan to approve an event permit for Visit Oxford to reserve the RSVP Plaza next to City Hall for a canned food drive on October 9th. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Request permission for organization director Kinney Ferris of Visit Oxford to host a previously approved Tunes about Town event with an updated location on Friday, September 17, 2021 from 4:00pm-8:00pm. (Jeff McCutchen)

Alderman Huelse returned to the meeting at this time.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Morgan to allow Kinney Ferris of Visit Oxford to host a previously approved Tunes about Town event with an updated location on Friday, September 17, 2021 from 4:00pm-8:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Request permission for organization director Kinney Ferris of Visit Oxford to host a previously approved Tunes about Town event with an updated location on Friday, November 5, 2021 from 4:00pm-8:00pm. (Jeff McCutchen)

It was moved by Alderman Morgan, seconded by Alderman Addy to allow Kinney Ferris of Visit Oxford to host a previously approved Tunes about Town event with an updated location on Friday, November 5, 2021 from 4:00pm-8:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission for organization director, Jenny Rayner, to host a Buddy Walk on Sunday, October 17, 2021 from 1:00pm-4:00pm. (Jeff McCutchen)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Addy to allow Jenny Rayner to host a Buddy Walk on Sunday, October 17, 2021 from 1:00pm-4:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Consider a parade permit for the annual OHS homecoming parade. (Jeff McCutchen)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Morgan to approve a parade permit for the annual OHS homecoming parade. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Request permission to approve the Interlocal Agreement for the Funding of Early Childhood and Reading Development Director for 2021-2022.

It was moved by Alderman Morgan, seconded by Alderman Hyneman to approve the Interlocal Agreement for the Funding of Early Childhood and Reading Development Director for 2021-2022. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Request permission to apply for a Homeland Security Reallocation Grant, in an amount not to exceed \$25,000.00, for the Oxford Fire Department. This is a 100% reimbursable grant with no match. (Joey Gardner)

It was moved by Alderman Huelse, seconded by Alderman Addy to apply for a Homeland Security Reallocation Grant, in an amount not to exceed \$25,000.00, for the Oxford Fire Department. This is a 100% reimbursable grant with no match. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. First reading, public hearing, and vote on a proposed Ordinance amending Chapter 22-Buildings to modify Division 3-Affordable Housing Commission. (Ben Requet)

After calling for public comment and receiving none, it was moved by Alderman Morgan, seconded by Alderman Howell-Atkinson to approve a proposed Ordinance amending Chapter 22-Buildings to modify Division 3-Affordable Housing Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Adopt the Municipal Mill Rate Resolution for FY 2021-2022. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Hyneman to adopt the Municipal Mill Rate Resolution for FY 2021-2022. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Adopt the budget for FY 2021-2022 for all City Departments. (Ashley Atkinson)

It was moved by Alderman Hyneman, seconded by Alderman Taylor to adopt the budget for FY 2021-2022 for all City Departments. All the aldermen present voting aye, Mayor Tannehill

declared the motion carried.

26. Second reading of a proposed Ordinance amending Section 2-25 of the Code of Ordinances of the City of Oxford-The Mayor and Board of Aldermen-Compensation.

After calling for public comment and receiving none, it was moved by Alderman Addy, seconded by Alderman Huelse to approve the proposed Ordinance, as corrected, amending Section 2-25 of the Code of Ordinances of the City of Oxford-The Mayor and Board of Aldermen-Compensation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Consider a request for recurrent work on Sunday mornings to stripe various City streets. (Reanna Mayoral)

It was moved by Alderman Morgan, seconded by Alderman Addy to approve a request for recurrent work on Sunday mornings to stripe various City streets. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

28. Consider Change Order #1 for the Slack Road Lift Station for additional contract time and zero expense. (Reanna Mayoral)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Huelse to approve Change Order #1 for the Slack Road Lift Station for additional contract time and zero expense. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Consider Change Order #7, in the amount of \$69,450.34, for the Highway 314 Sewer Improvement Project. (Reanna Mayoral)

Alderman Bailey arrived to the meeting.

It was moved by Alderman Morgan, seconded by Alderman Addy to approve Change Order #7, in the amount of \$69,450.34, for the Highway 314 Sewer Improvement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. Consider a revocable license for Oxford Burger Company for the use of surplus municipal property on East Jackson Avenue. (Bart Robinson)

It was moved by Alderman Hyneman, seconded by Alderman Addy to approve a revocable license for Oxford Burger Company, contingent on the receipt of their updated alcohol permit from ABC, for the use of surplus municipal property on East Jackson Avenue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

31. Discuss fixtures for businesses on licensed surplus property. (Bart Robinson)

After some discussion, it was moved by Alderman Addy, seconded by Alderman Hyneman to allow businesses that use surplus municipal property, via revocable license, to attach their outdoor dining fixtures permanently to the concrete and pavers along East Jackson Avenue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Bailey to purchase three extra loads/pallets of the pavers used along East Jackson Avenue. These pavers will be used for any repair work that may be needed in the future. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

32. Consider an executive session.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to consider an executive session for personnel matters, a matter of police security, and matters related to potential litigation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to enter into an executive session for a personnel matter in the Development Services-Building Department, a personnel matter in the Municipal Court Department, a police security issue related to recent shootings, a matter of potential litigation related to a former employee, a matter of potential litigation related to a lawsuit, and a matter of potential litigation related to ambulance service. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Morgan, seconded by Alderman Huelse to allow Development Services-Building Department employee, Will Jenkins, another opportunity to pass a required exam. If he is unsuccessful in passing the exam, further action will be taken at the next regular board meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Huelse to agree to the six month experimental period for the ambulance service, as also agreed to by the Lafayette County Board of Supervisors. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Bailey to return to regular session. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

33. Consider the transfer of an employee from the Development Services-Building Department to the Buildings & Grounds Department. (Braxton Tullos)

No action was taken on this item.

34. Adjourn.

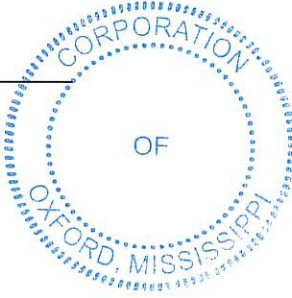
It was moved by Alderman Addy, seconded by Alderman Bailey to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.



Robyn Tannehill, Mayor



Ashley Atkinson, City Clerk





Jeff McCutchen

Chief of Police

jmccutchen@oxfordpolice.net

MEMO

To: Board of Aldermen, Mayor Tannehill

From: Chief Jeff McCutchen

Cc: Alex Fauver

Date: 9/7/2021

Re: Transfer of Surplus Vehicle

The Metro Narcotics Unit has recently purchased a new vehicle. As a result, we are requesting for the following vehicle to be declared surplus and transferred to the Lafayette County Sheriff's Department. This request is being made on behalf of the Metro Narcotics Control Board, who voted to approve this transfer at their meeting on 8/19/2021.

2015 Dodge Ram (black) with VIN 1C6RR7XT6FS599237

After approval, this vehicle will be retitled to the Lafayette County Sheriff's Department with the understanding that at the end of the vehicle's useful life, it will be returned to the City of Oxford for disposal.

CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

| | | | | | |
|---|--------------------|---------------------|---------------------|-------------------|-----------------------------------|
| VEHICLE IDENTIFICATION NUMBER 1C6RR7XT6FS599237 | MAKE RAM | YEAR 2015 | MODEL 150 | BODY 4W | TITLE NUMBER H254538-01 |
|---|--------------------|---------------------|---------------------|-------------------|-----------------------------------|

| | | | | | |
|-------------------------------|---|-----------------------|------------------------|---------------------------------|-------------------------------|
| TITLE DATE 04072015 | DATE OF FIRST SALE FOR USE NEW ONLY 02132015 | NO. CYL. 08 | NEW / USED X | TYPE OF VEHICLE TRUCK | PASS. OR GVW 000 |
|-------------------------------|---|-----------------------|------------------------|---------------------------------|-------------------------------|

ODOMETER - TENTHS NOT INCLUDED

000010

ACTUAL MILEAGE

OWNER

**CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655**

1ST LIENHOLDER (OR OWNER IF NO LIEN)

**CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655**

DATE:
MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:
MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____



IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE **07** DAY OF **APRIL** 20 **15**
15096872035 **00955**

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
20168254

MISSISSIPPI DEPARTMENT OF REVENUE

Ed Morgan

VOID IF ALTERED

1. Consider water and/or sewer bill adjustments in accordance with Oxford Utilities Leak Adjustment Policy. (Rob Neely)

The Oxford Utilities Billing Supervisor has reviewed the accounts listed in the attached spreadsheet and confirmed that 1) The leaks associated with the referenced accounts meet the criteria of the Board approved leak adjustment policy and 2) The customer did not receive the benefit of the utility service being adjusted. Based on those findings, Oxford Utilities recommends that the board approve the adjustment of the referenced accounts.

WATER/SEWER ADJUSTMENTS | OXFORD UTILITIES

AUGUST 10, 2021 - SEPTEMBER 1, 2021

TO BE APPROVED: SEPTEMBER 7, 2021

| ACCOUNT NUMBER | CUSTOMER NAME | ADDRESS | WATER ADJUSTMENT | SEWER ADJUSTMENT | ADJUSTMENT TYPE |
|-----------------------|----------------------|-------------------------------|-------------------------|-------------------------|------------------------|
| 224544-037925 | MARQUILUS HENDERSON | 114 COUNTY ROAD 102 | -\$64.28 | -\$72.20 | INSIDE |
| 206793-036231 | MARY MORGAN BRYAN | 1513A PIERCE AVENUE | -\$25.21 | -\$33.51 | INSIDE |
| 208584-110488 | BOBBY CAROTHERS | 16 PRIVATE ROAD 3151 APT. 1 | -\$79.17 | -\$105.26 | INSIDE |
| 005314-122069 | VERONICA AGNEW | 2004 SWEETBRIAR DRIVE | -\$40.42 | -\$45.40 | INSIDE |
| 224765-122593 | BETTY JEAN MCEWEN | 2022 BRANDYWINE DRIVE | -\$19.53 | -\$25.96 | INSIDE |
| 200558-035711 | GRAEME H FARRELL | 2100 OLD TAYLOR ROAD APT. 253 | -\$54.32 | -\$72.22 | INSIDE |
| 201007-002962 | TISH SISK | 2201 DELORES DRIVE | -\$57.16 | -\$75.99 | INSIDE |
| 211614-025766 | F&J RENTAL | 2625 W OXFORD LOOP | -\$32.29 | -\$40.12 | INSIDE |
| 002083-020849 | HOOPER HILL LLC | 2901 S LAMAR BLVD UNIT 8 | -\$90.79 | -\$112.81 | INSIDE |
| 208788-038527 | DEMESHIA BATTLE | 7 PRIVATE ROAD 3151 APT. 10 | -\$226.85 | -\$301.61 | INSIDE |
| 203567-014412 | ANN MARIE EDLIN | 817 FILLMORE AVENUE | -\$48.28 | -\$64.19 | INSIDE |
| 205299-038399 | MOHAMMAD T KHALID | 113 WINDSOR FALLS BLVD | -\$141.65 | X | LANDSCAPE |
| 211778-11578 | GLENN PEGUES JR | 1404 JACKSON AVENUE W | -\$373.11 | -\$991.67 | OUTSIDE |
| 209784-005698 | DANIEL M MATTHEWS | 201 SWEET BAY DRIVE | -\$47.93 | -\$126.97 | OUTSIDE |
| 202534-003706 | ANDY MILLER | 3606 LYLES DRIVE | -\$23.08 | -\$61.36 | OUTSIDE |
| 205565-105474 | MAJORIE M BUCKLEY | 633 PIEDMONT DRIVE | -\$15.98 | -\$42.48 | OUTSIDE |
| 210143-000569 | NANCY SCHUESSELIN | 812 MAPLEWOOD DRIVE | X | -\$94.87 | POOL |
| TOTAL: | | | -\$1,340.05 | -\$2,266.62 | |

**Early Childhood and Reading Development Partnership with
Oxford School District-Lafayette County School District-City of Oxford-Lafayette County
Progress Report
May-July 2021**

Prepared by: Tamara Hillmer, Director of Early Childhood and Reading Development

A. PROJECT SUMMARY

The community partnership will build an Early Childhood and Reading Development Program in the Lafayette County and Oxford Community dedicated to ensuring that all children can read proficiently by the end of third grade. The Early Childhood and Reading Development Program will build and strengthen community partnerships in the areas of school readiness, school attendance, out of school learning opportunities, and children’s health and wellness.

B. STATUS OF ACTIVITIES DURING THE REPORTING PERIOD

| May 2021 | |
|--|--|
| Collaboration Partners for the Month: | |
| United Way of Oxford and Lafayette County | LOU Reads |
| Oxford School District (OSD) | Lafayette County School District (LCSD) |
| Mary Cathey Head Start (MCHS) | Willie Price Lab School (WPLS) |
| MS Department of Education (MDE) | UM McLean Institute |
| Shelton School | MiSsion Acceleration |
| Ole Miss Athletics- Kermit’s Kids | Center for Excellence in Literacy Instruction (CELI) |
| MS Campaign for Grade-Level Reading (MSCGLR) | BellXcel |
| Activities/Events: | |
| The Shelton School Partner Meeting for the North MS Literacy Project (May 6) | |
| Planning meeting for OSD Summer School and the LOU Reads Summer Scholars Program (May 6) | |
| Planning meeting with The McLean Institute about Summer VISTA workers (May 11) | |
| LOU Reads Spring Coalition Meeting (May 13) | |
| LOU ELC Lead Partner Meeting (May 18) | |
| Professional Learning Community Zoom Meeting with LOU ELC Teachers (May 18) | |
| Replenished Little Free Libraries (nine in the area) | |

June 2021

Collaboration Partners for the Month:

| | |
|--|--|
| United Way of Oxford and Lafayette County | LOU Reads |
| Oxford School District (OSD) | Lafayette County School District (LCSD) |
| Mary Cathey Head Start (MCHS) | Willie Price Lab School (WPLS) |
| MS Department of Education (MDE) | UM McLean Institute |
| Shelton School | MiSsion Acceleration |
| Ole Miss Athletics- Kermit's Kids | Center for Excellence in Literacy Instruction (CELI) |
| MS Campaign for Grade-Level Reading (MSCGLR) | BellXcel |
| Bezos Foundation- Mind in the Making | |

Activities/Events:

Mind in the Making Update Meeting (June 3)

MiSsion Acceleration Voyager and myON Training (June 4)

MiSsion Acceleration Academic Guides began tutoring (June 7-July 23)
Ten Academic Guides worked with 38 students in small group Monday through Thursday for an hour each day.

Supporting LOU Reads Summer Scholars Program (June 7-July 2)
Teachers and Assistants from LCSD worked with kindergarten through third grade students (four classrooms) using the BellXcel Scholastic Reading Curriculum at CES. Oxford Fire Department, Mayor Tannehill, and many other community members came each week to visit with the scholars during Community Time.

Two Summer VISTA Workers began (June 7)

Legislators visited The MiSsion Acceleration Program (June 23)

Meeting with Dr. Sheils, Director of MiSsion Acceleration (June 25)

Replenished Little Free Libraries (nine in the area)

July 2021

Collaboration Partners for the Month:

| | |
|--|--|
| United Way of Oxford and Lafayette County | LOU Reads |
| Oxford School District (OSD) | Lafayette County School District (LCSD) |
| Mary Cathey Head Start (MCHS) | Willie Price Lab School (WPLS) |
| MS Department of Education (MDE) | UM McLean Institute |
| Shelton School | MiSsion Acceleration |
| Ole Miss Athletics- Kermit's Kids | Center for Excellence in Literacy Instruction (CELI) |
| MS Campaign for Grade-Level Reading (MSCGLR) | BellXcel |
| UM Math and Science Education Team | |

Activities/Events:

| |
|--|
| <p>National Summer Learning Week Activities (Jul 12-16) We had between 30-50 students each day. Students ate breakfast in the OMS Cafeteria. Each day, students participated in various events, such as yoga, STEM activities with partners from Ole Miss, art activities, and finishing the week with fun times with the Literacy Bus. We wrapped up each day with lunch in the OMS Cafeteria.</p> |
| <p>Planning meeting for Kermit's Kids for Fall 2021 (July 13)</p> |
| <p>Supported John Hodges for the SEE Training for OSD and LCSD first and second grade teachers/ staff (July 16, 19-23)</p> |
| <p>ELC Lead meeting with MDE about upcoming school year (July 20)</p> |
| <p>School Supply Drive with the Literacy Bus (July 21)</p> |
| <p>Meeting with OSD and LCSD Admin about the North Mississippi Literacy Project (July 21)</p> |
| <p>Supported Dr. Joyce Pickering for the Early Intervention Training for OSD and LCSD PreK and Kindergarten teachers/staff (July 27-30)</p> |
| <p>Back to School Bash with the Literacy Bus at the Family Support Center (July 31) The Literacy Bus was set up with games and books to give away. Over 120 books were distributed at this event.</p> |
| <p>Replenished Little Free Libraries (nine in the area)</p> |

C. PROGRAM GOALS FOR NEXT REPORTING PERIOD (August-October 2021)

| Goals |
|--|
| Continued support of PreK classrooms in our Lafayette-Oxford-University Early Learning Collaborative (LOU ELC)- 22 classrooms |
| Recruit family members of LOU ELC PreK Classrooms for the Career Advancement Program (CAP). |
| Administer MKAS and Brigance to all students within the LOU ELC throughout August and September |
| Support OSD and LCSD staff with The North MS Literacy Project (Section E) The program begins August 23rd. |
| Support Lafayette Elementary PreK with the implementation of the JumpStart Program Fourteen JumpStart Corp Members will work with two PreK classrooms at LCSD (2 days a week for one and a half hours for 20 weeks). The program begins October 1st. |
| Begin implementation of MiSsion Acceleration Program with OSD and LCSD students (Section F) Kim Price is the Community Liaison for OSD. She will work with Academic Guides to plan high-dosage tutoring for students at OIS. |
| Plan Mind in the Making Trainings- Leaders across the state are discussing the best plan of action to bring the training to communities throughout the state. We have a meeting in September in Jackson. |
| Continue partnership with Ole Miss Athletics and Coach Kermit Davis to implement Kermit's Kids at Central Elementary, Della Davidson Elementary, and Lafayette Elementary, and Lafayette Upper Elementary. It is a program that works in conjunction with the Accelerated Reader Program at each school. Kermit's Kids will run September - November 2021. |
| Planning for Parent Academy- We will schedule sessions virtually and in-person for the 21-22 school year. |
| Planning for MS Reads One Book event in October/November 2021. Our book this year is A Boy Called Bat. |
| Support local childcare center directors and staff in the LOU Community. |
| LOU Reads Fall Professional Development for Early Childhood Educators: Planning an online event for local early childhood educators. |
| Continue to stock the Little Free Libraries with books. Also, we are working with individuals from the University of Mississippi to add more LFLs in our community, as well as improving existing LFLs. |
| Continue to promote efforts of LOU Reads through our website and social media |
| Promote PreK Tax Credit for the LOU ELC (Section G) |

D. Upcoming Events

| Events/Info |
|--|
| LOU Reads Summer Coalition Meeting August 26, 2021 at 4pm Location TBA |
| MS Reads One Book Project - A Boy Called Bat https://readtothem.org/mississippi/ Begins October 18, 2021 |
| NOTE: For up-to-date info and pics, follow LOU Reads on Facebook, Twitter, and Instagram - @loureads38655 |

E. Update of The North Mississippi Literacy Project

PreKindergarten and Kindergarten teachers will receive training on July 27-30, 2021, presented by Dr. Joyce Pickering, Executive Director Emerita of The Shelton School. The training includes: types of learning disabilities, red flags of learning disabilities, therapeutic strategies, and an overview of the SEE Program. First and Second Grade teachers will receive training on July 16, 19-23, 2021, presented by John Hodges. The training will prepare teachers to daily utilize the SEE Program in their classrooms. Make-up sessions for both trainings will be held during pre-service days and Saturdays. Teachers will receive a stipend from the McLean Institute for Public Service and Community Engagement.

First and Second Grade teachers will have the opportunity to become a Certified Academic Language Practitioner (CALP) after completing the six-day training, 60 hours of supervised practicum, and sit for the Academic Language Therapy Association (ALTA) exam. Select teachers can advance further and become an Instructor of CALP. This creates sustainability for the NMLP after the three-year pilot program.

The McLean Institute for Public Service and Community Engagement and John Hodges will hire a project manager for the NMLP. This position entails assisting Mr. Hodges in classroom support/observations and collecting/analyzing data.

F. MiSsion Acceleration

Program Summary

The *MiSsion Acceleration* pilot program is designed to accelerate reading achievement for **1000** children from low-income families in Mississippi. The program will provide the trifecta of support for struggling readers in grades K-5 (or the perfect group of 3 components necessary to impact academic outcomes): 1) an evidence-based intervention with explicit, systematic 1:1 academic assistance (also known as high-dosage tutoring) in reading ; 2) a student-centered, personalized, digital literacy environment giving students access to more than 6,000 enhanced digital books matched to the students' interest, grade, and Lexile® reading level to deliver appropriate texts for reading practice that can be monitored and assessed, as well as utilized for parent/child/academic guide engagement; 3) a meaningful connection with a role model for academic, social, and emotional support. To combat pandemic-related learning loss due to extensive periods of time out of school or time spent learning asynchronously, this intensive program will span five academic semesters: spring, summer, fall 2021; and spring, summer 2022. Across the project and utilizing the digital platforms, parents, students, and academic guides (AG) will share in meaningful reading experiences, and parents will have open dialogue about their child's progress with the AG, as well as resources to support learning at home.

Goals

The goals of this proposed project are: 1) increase the number of skilled reading Academic Guides (tutors) in Mississippi; 2) positively impact academic outcomes in reading for students in grades K-5; 3) increase the total number of minutes a struggling reader spends on appropriate, Lexile®-leveled text; 4) reduce the negative effects of the pandemic on the academic and social/emotional well-being of students in grade K-5; and 5) expand resources for parents to support reading development at home.

Highlights

Who –

- The Center for Excellence in Literacy Instruction at the University of Mississippi
- The Mississippi Campaign for Grade-Level Reading (MS CGLR) is housed within the CELI and is a network of stakeholders who are leading community-driven efforts to address major barriers to reading proficiency: school readiness, chronic absence, and summer learning loss, especially for low-income families. These communities are poised with infrastructure in place to serve as key partners in the project.
- Voyager Sopris Learning (Passports Intervention will be used) and myOn Reader (virtual personalized reading platform)
- 200 of the best and brightest college students in MS (must have and hold at least 3.5 GPA) – these young adults can be effective tutors when supported and when using strong curricula
- CGLR Community Liasons – “boots on the ground” to serve as point of contact for each community
- Parents will have an active, meaningful, time-efficient role in supporting child's reading skills

What –

An academic assistance model – a pilot program for high dosage tutoring – designed to support struggling readers experiencing learning loss due to instructional disruptions related to COVID-19; a variety of data will be collected to evaluate student outcomes. This project is GEER-funded, with the total award being \$2.2 million dollars.

Where –

8 MS CGLR Communities across the state of Mississippi; Partner Sites within each MS CGLR community will serve as hosts for MiSsion Acceleration AGs and scholars.

G. Pre-K Tax Credit

We received **\$303,780.00** in MS PreK Tax Credit donations so far in 2021.

Funds have contributed to:


- Many extra resources to assist with virtual learning during the 20-21 school year
- Outdoor learning areas
- CAP Program
- Professional Development for OSD and LCSD PreK Teachers

STATE TAX CREDIT

Investing in Pre-K!!!

The State Tax Credit

Individuals or corporations who make a contribution to support the local matching fund of an approved early learning collaborative may be eligible to receive a state tax credit for the donated amount up to \$1,000,000. The Mississippi Department of Revenue can approve 1:1 tax credits up to the amount the legislature appropriates to the *Early Learning Collaborative Act* each year. For 2018, the legislature appropriated \$6.5 million; therefore, the sum of the donations eligible for the tax credit may not exceed \$6.5 million. If you make a donation after the cap has been reached, you will not be eligible to receive the tax credit.




Securing the Tax Credit

To donate to a collaborative and receive the state tax credit, follow these steps:

- 1 Contact the Lead Partner for the collaborative to which you wish to donate. A list of all the approved early learning collaboratives is found below, along with contact information for the person responsible for collecting donations.
- 2 The Mississippi Department of Education tracks qualifying donations towards the cap. They will share this information with all the lead partners of the collaboratives. When contacting the lead partner, verify that the cap has not been reached.
- 3 After you make a donation, the Mississippi Department of Education will issue you a donation certificate documenting that you have contributed to the local matching funds of an approved collaborative.
- 4 Indicate your donation when you file your state taxes. Use form 80-401, which can be found on the Department of Revenue's website.

Support the L.O.U. Early Learning Collaborative



Bramlett Elementary,
Lafayette Lower Elementary,
Willie Price Lab School, and
Mary Cathey Head Start

To make your donation, contact the L.O.U. Early Learning Collaborative Coordinator, Tamara Hillmer at thillmer@oxfordsd.org or (662) 234-3541.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat | |
|-----|----------------|---------------------------------------|-----|-----|-----|-----|----|
| 26 | 27 | 28 | 29 | 30 | 1 | 2 | |
| 3 | DRE In Service | | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | |
| 17 | 18 | SFST Class in Natchez (Not Confirmed) | | | 21 | 22 | 23 |
| 24 | 25 | SFST in Choctaw (confirmed) | | | 28 | 29 | 30 |
| 31 | 1 | 2 | 3 | 4 | 5 | 6 | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat | |
|-----|-----|--|-----|-----|-----|-----|----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 | |
| 7 | 8 | Fall STORM Conference @ The Mill Conference Center at MSU, 100 | | | 11 | 12 | 13 |
| 14 | 15 | SFST in Desoto County (not confirmed) | | | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | |
| 28 | 29 | ARIDE in Pearl (not confirmed) | | 1 | 2 | 3 | 4 |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|--------------------------------|--------------------------------|-----|-----|-----|-----|
| 28 | 29 | 30 | 1 | 2 | 3 | 4 |
| | | ARIDE in Pearl (not confirmed) | | | | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | SFST in Oxford (not confirmed) | | | | | |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| | | | | | | |
| 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| | | | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat | |
|-----|-----|-------------------------------------|-----|-----|-----|-----|---|
| 26 | 27 | 28 | 29 | 30 | 31 | 1 | |
| 2 | 3 | SFST in Hattiesburg (not confirmed) | | | 6 | 7 | 8 |
| 9 | 10 | ARIDE in Oxford (not confirmed) | | 13 | 14 | 15 | |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | |
| 30 | 31 | 1 | 2 | 3 | 4 | 5 | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 30 | 31 | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 1 | 2 | 3 | 4 | 5 |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|-----|-----|-----|-----|-----|-----|
| 27 | 28 | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| DRE School (confirmed) @ Hyatt Place Jackson/Ridgeland, 1016 Highland Colony Pkwy, Ridgeland, MS 39157, USA | | | | | | |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| DRE School (confirmed) @ Hyatt Place Jackson/Ridgeland, 1016 Highland Colony Pkwy, Ridgeland, MS 39157, USA | | | | | | |
| 27 | 28 | 29 | 30 | 31 | 1 | 2 |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat | |
|-----|-----|--|-----|-----|-----|-----|---|
| 27 | 28 | 29 | 30 | 31 | 1 | 2 | |
| 3 | 4 | DRE Field Certs in Jacksonville, FL (confirmed) @ Fairfield Inn & Suites by Marriott | | | | 8 | 9 |
| 10 | 11 | DRE Final Knowledge Exam (confirmed) @ | | 14 | 15 | 16 | |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | 1 | 2 | 3 | 4 |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 29 | 30 | 31 | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 1 | 2 |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|--|-----|-----|-----|-----|-----|-----|
| 26 | 27 | 28 | 29 | 30 | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| SFST Instructor School (not confirmed) | | | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|--|-----|-----|-----|-----|-----|-----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| SFST Instructor School (not confirmed) | | | | | | |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 1 |

| COUNTY | Lafayette | | |
|--------------|-------------|--|----------------------------|
| Week Ending | New Cases | | 7 Day Case Average/per day |
| 10-Jul | 19 | | 2.71 |
| 17-Jul | 36 | | 5.14 |
| 24-Jul | 75 | | 10.71 |
| 31-Jul | 109 | | 15.57 |
| 7-Aug | 184 | | 26.29 |
| 14-Aug | 267 | | 38.14 |
| 21-Aug | 188 | | 26.86 |
| 28-Aug | 196 | | 28.00 |
| 4-Sep | 285 | | 40.71 |
| TOTAL | 1359 | | |

Today's Data State - 704
Deaths - 21

Lafayette - 7,732 / 11 new cases
Total local deaths - 131

As of 8 a.m. September 7, 2021

| | | |
|---|---------------|------------|
| Lafayette Residents with at least 1 dose | 28,138 | 52% |
| Lafayette Residents fully vaccinated | 25,221 | 47% |
| Total Doses Administered to Residents | 53,093 | |

August 10 to September 6

99 % of new cases unvaccinated / partially vaccinated - 1% of new cases were fully vaccinated
86 % of hospitalizations unvaccinated / partially vacc. - 14% of hospitalizations fully vaccinated
86 % of deaths unvaccinated / partially vaccinated - 14 % percent of deaths fully vaccinated

**Mississippi Emergency Management Agency
P.O. Box 5644
Pearl, MS 39208**

RE:

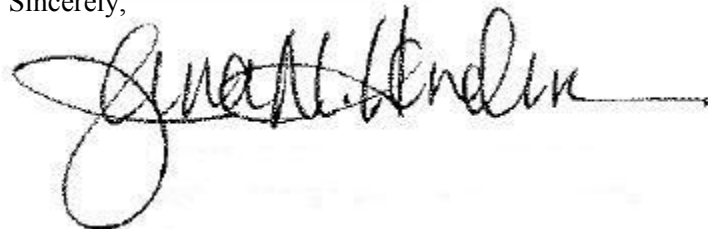
We are pleased to inform you that the above referenced Hazard Mitigation Grant has been approved and funded as indicated on the attached Hazard Mitigation Grant Program Agreement. The Hazard Mitigation Grant Program agreement should be signed and returned to this office prior to commencing any activities under your grant.

The following conditions are applicable to this grant:

1. A quarterly report detailing all project activities during the quarter must be submitted within 15 days after the end of each calendar quarter.
2. Any change in the scope of work, period of performance or budget must be requested in writing and have prior approval by MEMA and FEMA.
3. Reimbursement request of eligible cost should be submitted through MitigationMS.org and include copies of all invoices and receipts.
4. Staff from this office will meet with you prior to commencing work to discuss project and financial documentation and reporting requirements.

If you have questions concerning this matter, please contact your district Mitigation Grants Specialist or call 601-933-6884.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jana N. Henderson', with a long horizontal flourish extending to the right.

Jana N. Henderson, SHMO
Director, Mitigation Grants Bureau
Office of Mitigation

HAZARD MITIGATION GRANT PROGRAM AGREEMENT

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

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

Approved Total Project Cost: \$ _____
Federal Cost Share: \$ _____
State Cost Share: \$ _____
Local Cost Share: \$ _____

The Sub-recipient agrees and understands that:

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

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

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

Emergency Management Agency.

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

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

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

Governor's Authorized Representative

Sub-Recipient's Authorized Representative

Date

Date

Automobile and General Liability Revised Renewal Proposal

September 9, 2021 to September 9, 2022

Proposal Prepared for:

Oxford Transit Management, Inc.

Presented on:
August 26, 2021

Presented by:

John S. Hill, CIC Senior Vice President
Delia Ramirez, Account Executive
Commercial Lines Department
McGriff Insurance Services
3111 Camino Del Rio N. Suite 1100
San Diego CA 92108
(619) 231-1010
CA License #0C64544

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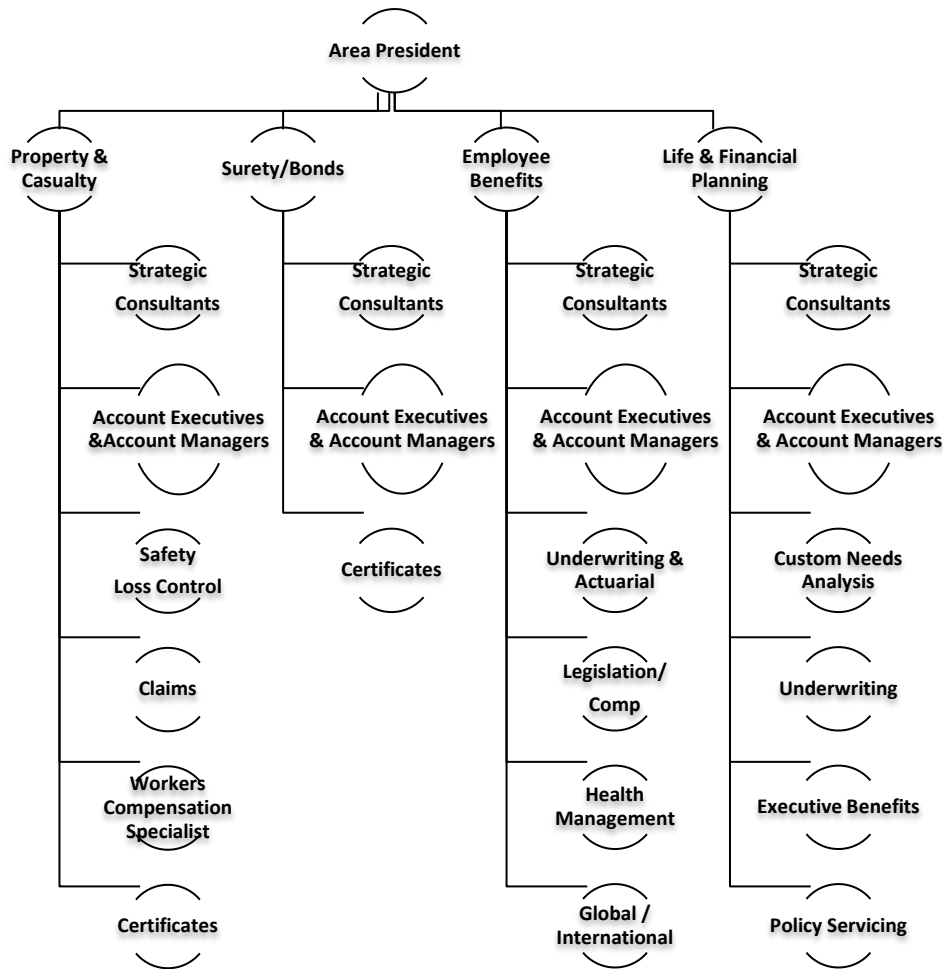
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SECTION I.

YOUR DEDICATED TEAM

McGriff Insurance Services has assembled the finest staff of commercial lines professionals whose experience is matched by their intelligence and integrity. We further arm them with continuous education, training and cutting-edge technical resources. These highly specialized consultants have helped us build our reputation for excellence and fuel our growth. Below is the San Diego organizational chart:



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IMPORTANT PHONE NUMBERS & E-MAIL:

| | |
|--|--|
| Producer: | John Hill |
| Direct Line: | 619.525.2838 |
| Fax: | 888.328.1312 |
| E-mail: | jshill@mgriff.com |
| Account Executive: | Delia Ramirez |
| Direct Line: | 619.525.2834 |
| Fax: | 888.328.1322 |
| E-mail: | dramirez@mgriff.com |
| Claims Commercial Lines Claims Analyst: | Sara Soto |
| Direct Line: | 619.525.2874 |
| Fax: | 888.328.1270 |
| E-mail: | ssoto@mgriff.com |

ADDRESSES/TELEPHONES:

| | |
|--|---|
| PO Box: | PO Box 719014 San Diego, CA 92171-9014 |
| McGriff Insurance Payment Lock Box: | PO Box 890635 Charlotte, NC 28289-0635 |
| Overnight Payments: | McGriff Insurance Services Attn: Lockbox #890635 Charlotte, NC 28217-1964 |
| Main Office Number: | 619.231.1010 |
| Main Facsimile: | 619.236.9134 |

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SECTION II.

SCHEDULE OF NAMED INSURED AND LOCATION

| NAMED INSURED | Location |
|---------------------------------|-------------------------------------|
| Oxford Transit Management, Inc. | 409 McElroy Drive, Oxford, MS 38655 |

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SECTION III.**COMMERCIAL GENERAL LIABILITY**

Insurance Company: RLI Insurance Company (Admitted)

A.M. Best Rating: A+, XI

Policy Term: September 9, 2021 to September 9, 2022

Coverage: Commercial General Liability Form, Subject to Policy Form Terms, Conditions & Exclusions – Occurrence Form

Auditable: No

Limits:

| COVERAGE | LIMIT |
|--|-------------|
| General Aggregate | \$5,000,000 |
| Each Occurrence | \$5,000,000 |
| Personal Injury & Advertising Injury Liability | \$5,000,000 |
| Products/Completed Operations | Excluded |
| Fire Damage Limit | \$100,000 |
| Medical Expense Limit | \$5,000 |

| DEDUCTIBLE | |
|---------------------------|-----|
| Deductible Per Occurrence | \$0 |

EXCLUSIONS:

- Absolute Pollution
- Asbestos
- Nuclear Energy
- Employee Benefits Liability
- Employment Related Practices
- Products/Completed Operations
- Abuse & Molestation
- Punitive Damage Exclusion where permitted by law

Coverage for certified acts of terrorism is included for a premium of \$0.

PREMIUM:

Total Estimated Annual GL Premium: \$1,695

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BUSINESS AUTO

Insurance Company: RLI Insurance Company (Admitted)

A.M. Best Rating: A+, XI

Policy Term: September 9, 2021 to September 9, 2022

Coverage: Commercial Automobile Insurance

Vehicles: Refer to Vehicle Schedule

Limit of Liability - Symbol 7

| COVERAGE | | LIMIT | |
|---|---------|-------------|------------------|
| Business Auto Liability-Combined Single Limit | | \$5,000,000 | |
| TYPE OF VEHICLE | RATE | UNITS | PREMIUM |
| Per Transit Bus | \$8,506 | 34 | \$289,204 |
| Per Transit Van | \$5,954 | 3 | \$17,862 |
| Per Private Passenger/Service Unit | \$3,472 | 3 | \$10,416 |

UM/UIM Coverage BI: Not offered, as it has been rejected in the past. Please advise if you would like to receive a quote.

\$5,000,000 CSL Hired Auto Liability – Symbol 8

Annual Premium: **\$2,500**

\$5,000,000 CSL Non-Owned Auto Liability – Symbol 9

Annual Premium: **\$492**

PREMIUM:

Total Estimated Auto Liability Premium: \$320,474

Physical Damage \$1,000,000 Catastrophe Limit - Symbol 7

| TYPE OF VEHICLE | STATED VALUES | COVERAGE | DEDUCTIBLE | RATE | *PREMIUM |
|------------------------------------|---------------|-------------------|------------|---------|-----------------|
| Transit Bus | \$5,228,754 | Specified Perils: | \$1,000 | \$.0068 | \$35,556 |
| | | Collision: | \$1,000 | \$.0135 | \$70,588 |
| Private Passenger/ Service Unit | \$7,900 | Specified Perils: | \$500 | \$.0253 | \$200 |
| | | Collision: | \$500 | \$.0505 | \$399 |

***Physical damage premium shown is developed by the multiplying each individual stated value by the rate shown and summing the resulting premium.**

Specified Perils \$30,000 Hired Physical Damage Coverage - Symbol 8 - Deductible: N/A

Annual Premium: **\$71**

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Collision \$30,000 Hired Physical Damage Coverage - Symbol 8 - Per Vehicle Deductible \$1,000Annual Premium: **\$190****PREMIUM:****Total Estimated Physical Damage Premium: \$107,004****Description of Covered Auto Designation Symbols:**

Symbol 7 – Scheduled Vehicles

Symbol 8 – Hired Autos

Symbol 9 – Non-Owned Autos

ESTIMATED TOTAL PROPOSED PREMIUM: \$429,173**The installment plan selected for this proposal is: Premium Due In Full Prior to Binding****QUOTE CONDITIONS:**

- Signed Premium Summary & Payment Terms (Client Acceptance)
- Premium check in the amount of \$429,173 payable to RLI Transportation – **must be paid prior to binding.**
- Signed Applications
- Signed UM/UIM, PIP rejection/selection forms
- Timely Reporting of Driver and Vehicle Changes
- Quote expires 9/9/2021

We have included a “One Time Payment Authorization - Authorization Agreement for Pre-Authorized Payments (Debits)”. The purpose of this form is essentially to pay by faxed check, thus avoiding having to rush the original check to us in order to have filings processed. You simply complete this form and fax it back to us with the written request to bind, and the down payment/escrow and cash collateral check made payable to RLI. With receipt of the completed “One Time Payment Authorization - Authorization Agreement for Pre-Authorized Payments (Debits)”, a faxed copy of the check, and bind orders, we can issue policy numbers and filings immediately.

Important: RLI offers its installment plans as a convenience for its customers and expects payments to be received on a timely basis. RLI will issue a Notice of Non Payment of Premium in accordance with applicable state laws if premium is not received by the installment date. Upon the issuance of the third nonpayment cancellation notice in the same policy period the Installment Option shall be withdrawn and any remaining premium balance must be paid in full in order to reinstate coverage. Only one NSF check per policy is permitted. All payments due after an NSF check will be made by cashier's check or wire transfer

In addition to traditional paper accident kits that are shipped to you after binding, RLI Transportation insured drivers now have the option of reporting an accident with any internet-compatible device. Customers can simply complete the accident information, provide photos and submit to RLI

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Transportation via a smartphone, tablet, iPad or other device. The Digital Accident Kit and other resources for our insureds can be found at <https://www.rlicorp.com/transportation-insured-resources>.

All claims should be reported immediately. If you have multiple claims, please send each loss notice separately. Claims can be reported by any of the following ways: Email: new.claim@rlicorp.com

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SECTION V.

VEHICLE SCHEDULE

| | Client Veh# | Year | Make | Model | VIN | Seating | Stated Amt |
|----|-------------|------|--------------|----------------|-------------------|---------|------------|
| 1 | | 2021 | Grande West | Vicinity | 1G9B35AA7KA545460 | 34 | 362,409 |
| 2 | | 2021 | Grande West | Vicinity | 1G9B35AA9KA545461 | 34 | 362,409 |
| 3 | | 2018 | Grande West | Vicinity | 2G9B30AA7JA098320 | 34 | 362,409 |
| 4 | | 2018 | Grande West | Vicinity | 2G9B30AA7JA098317 | 34 | 362,409 |
| 5 | 15 | 2015 | Dodge | Van | 2C7WDGBG5ER473183 | 6 | 5,000 |
| 6 | 16 | 2019 | Dodge | Braun Entervan | 2C7WDGBG6KR808219 | 6 | 35,200 |
| 7 | 17 | 2019 | Dodge | Braun Entervan | 2C7WDGBGXKR798777 | 6 | 35,200 |
| 8 | 21 | 2008 | Ford | F250 | 1FTNF20568EE57146 | 3 | 2,000 |
| 9 | 1006 | 2010 | Ford | StarCraft | 1FDDE3FS1ADA42359 | 12 | 2,400 |
| 10 | 1009 | 2010 | Glaval | Apollo | 4UZAACDUXBCAT2924 | 21 | 19,000 |
| 11 | 1014 | 2010 | Glaval ADA | Appolo | 4UZAACDU3ACAT2939 | 32 | 19,000 |
| 12 | 1111 | 2011 | Champion | Bus | 4UZAB0DT8ACAT3779 | 45 | 20,000 |
| 13 | 1112 | 2010 | Champion CTS | Bus | 4UZAACDU9ACAT5053 | 45 | 20,000 |
| 14 | 1113 | 2012 | Champion CTS | Bus | 4UZAACDU7ACAT5052 | 45 | 5,000 |
| 15 | 1420 | 2014 | Glaval | Apollo | 4UZAEDT9FCGH3736 | 36 | 75,000 |
| 16 | 1421 | 2014 | Glaval | Apollo | 4UZAEDT0FCGH3737 | 36 | 75,000 |
| 17 | 1422 | 2014 | Glaval | Apollo | 4UZAEDT2FCGH3738 | 36 | 75,000 |
| 18 | 1423 | 2014 | Glaval | Apollo | 4UZAEDT4FCGH3739 | 36 | 75,000 |
| 19 | 1424 | 2014 | Glaval | Apollo | 4UZAEDT0FCGH3740 | 36 | 75,000 |
| 20 | 1425 | 2014 | Glaval | Apollo | 4UZAEDT2FCGH3741 | 36 | 75,000 |
| 21 | 1529 | 2005 | Gillig | Low Floor Bus | 15GGE291951090993 | 23 | 4,500 |
| 22 | 1627 | 2015 | Ford | StarCraft | 1FDDE4FS1GDC17115 | 23 | 7,500 |
| 23 | 1628 | 2015 | Ford | StarCraft | 1FDDE4FS3GDC17116 | 23 | 7,500 |
| 24 | 1730 | 2017 | Gillig | Bus | 15GGD2714H1187772 | 35 | 312,968 |
| 25 | 1731 | 2017 | Gillig | Bus | 15GGD2716H1187773 | 35 | 312,968 |
| 26 | 1832 | 2018 | Gillig | Bus | 15GGD271XJ3190444 | 35 | 342,168 |
| 27 | 1833 | 2018 | Gillig | Bus | 15GGD2711J3190445 | 35 | 342,169 |
| 28 | 1934 | 2019 | Grand West | Vicinity | 1G9B30AA9KS545473 | 34 | 362,409 |
| 29 | 1935 | 2019 | Grand West | Vicinity | 1G9B30AA0KS545474 | 34 | 362,409 |
| 30 | 1936 | 2019 | Grande West | Vicinity | 1G9B30AA4KS545476 | 34 | 362,409 |

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| | | | | | | | |
|----|------|------|-------------|-------------------|-------------------|------------|------------------|
| 31 | 1937 | 2020 | Grande West | Vicinity | 1G9B30AA6KS545477 | 34 | 362,409 |
| 32 | 1938 | 2020 | Grande West | Vicinity | 1G9B30AA2KS545475 | 34 | 362,409 |
| 33 | 2015 | 2000 | Gillig | Bus | 15GGD2218Y1071157 | 35 | 4,500 |
| 34 | 2016 | 2000 | Gillig | Bus | 15GGD2211Y1071128 | 35 | 4,500 |
| 35 | 2018 | 2000 | Nova | Low Floor Bus | 2NVYL82PXY3000032 | 38 | 4,500 |
| 36 | 2020 | 2006 | Gillig | Bus | 15GGE291361091140 | 24 | 4,500 |
| 37 | 2022 | 2006 | Gillig | Bus | 15GGE291061091144 | 24 | 4,500 |
| 38 | 2023 | 2002 | Gillig | Bus | 15GGD271121073610 | 38 | 4,500 |
| 39 | 2024 | 2002 | Gillig | Bus | 15GGD271521073612 | 38 | 4,500 |
| 40 | 5926 | 2007 | Ford | Crown Victoria | 2FAFP71W27X139257 | 6 | 900 |
| | | | | | | TIV | 5,236,654 |

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DRIVER SCHEDULE

| | Driver Name | Gender | Date of Birth | License # | State Lic Issued |
|----|-----------------------------|--------|---------------|------------|------------------|
| 1 | ALDERSON, VETTRA GLENN | M | 02/06/1964 | 800930325 | MS |
| 2 | AUSBORN, DWANYADA MARKETTA | F | 01/01/1990 | 800558166 | MS |
| 3 | AVANT, LEE | M | 03/03/1964 | 802511890 | MS |
| 4 | BAILEY, JAMES M | M | 08/03/1961 | 801447216 | MS |
| 5 | BELL, CAROLYN | F | 11/27/1963 | 800533316 | MS |
| 6 | BOLLINGER, KARL SCOTT | M | 12/10/1963 | 801706729 | MS |
| 8 | BRATTON, TIMOTHY LYNN | M | 05/11/2001 | 802831679 | MS |
| 9 | BRITTON, ELIJAH NATHANIEL | M | 04/17/2003 | 267334089 | MS |
| 10 | BRITTON, JOHN ALAN | M | 11/28/1969 | 386733054 | MS |
| 11 | BROWN, MICHAEL A | M | 05/06/1981 | 801386756 | MS |
| 12 | BROWN, TAMIKO | F | 09/05/1974 | 802707687 | MS |
| 13 | BURRELL, GAYLE D | F | 03/01/1962 | 711127082 | MS |
| 14 | BUTLER, EVETTE JUANES | F | 06/02/1971 | 800469696 | MS |
| 15 | CAMPBELL, RODERICK | M | 04/05/1969 | 800556616 | MS |
| 16 | COX, TOWANDA THOMPSON | F | 09/27/1963 | 800203524 | MS |
| 17 | CROCKETT, CLARENCE | M | 10/15/1985 | 800195797 | MS |
| 19 | EDMOND, FREDDIE MONROE | M | 04/04/1953 | 801839328 | MS |
| 20 | EDWARDS, TRENT | M | 10/07/1992 | 801220876 | MS |
| 21 | EVERETT, RAYMOND LLOYD | M | 03/19/1962 | 800777607 | MS |
| 23 | FOX, JOHNNY EDWARD | M | 12/20/1950 | 801273285 | MS |
| 24 | GLASS, SAMPSON LEE | M | 03/03/1955 | 801414253 | MS |
| 25 | GOOLSBY, FANNI CATHERINE | F | 09/22/1959 | 800246434 | MS |
| 26 | GRAY, CHRISTIAN | M | 04/25/1999 | 802867843 | MS |
| 27 | GREEN, JEREMY ALAN | M | 10/19/1977 | 800326152 | MS |
| 29 | HARMON, ROBERT LEE | M | 07/03/1954 | 802627335 | MS |
| 30 | HAYNES, DONNA FAYE | F | 08/10/1977 | 800611932 | MS |
| 31 | HERVEY, ADUBA | M | 09/12/1973 | 801265535 | MS |
| 32 | HILL, KIMBERLY S | F | 09/15/1963 | 800251363 | MS |
| 33 | HOWELL, TAREK | M | 01/29/1973 | 800656268 | MS |
| 34 | JOHNSON, JEANETTE B | F | 01/31/1971 | 800860398 | MS |
| 35 | JONES, IDELLA | F | 07/12/1968 | 801919463 | MS |
| 36 | JONES, WILLIE MAURICE | M | 06/23/1979 | 800599604 | MS |
| 37 | KNIGHTON, RODNEY SYLVESER | M | 05/30/1953 | 801326290 | MS |
| 38 | LOVE, MYRON MARVELL | M | 02/21/1985 | 8008995147 | MS |
| 40 | MARKER, JACOB D | M | 02/18/1999 | 802832314 | MS |
| 41 | MATHIS, LYDIA | F | 01/17/1959 | 801330052 | MS |
| 42 | MC DOWELL, JOHNNY EDWARD JR | M | 05/21/1953 | 802782118 | MS |
| 44 | MCCULLOUGH, CHARLES WALTER | M | 09/22/1992 | 801197274 | MS |
| 45 | MENDOZA, ALEJANDRO | M | 08/22/1998 | 126804313 | MS |
| 47 | MURRAY, NEIL DAVIS | M | 12/04/1976 | 802186616 | MS |
| 48 | NORWOOD, THERESA D. | F | 05/05/1974 | 425616889 | MS |

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| | | | | | |
|----|--------------------------|---|------------|-----------|----|
| 49 | O'DELL, JOHN EDWARD | M | 10/08/1950 | 802006850 | MS |
| 50 | ORANGE, FRANK | M | 06/05/1954 | 800578459 | MS |
| 51 | PERRY, ANNIE BIRDIE | F | 02/20/1947 | 001639207 | MS |
| 52 | PETTY, SPURGEON WILLIAM | M | 05/07/1958 | 801890269 | MS |
| 54 | POLK, GWENDOLYN J | F | 04/02/1962 | 800961908 | MS |
| 55 | PRINGLE, CAROL | M | 05/23/1949 | 800095837 | MS |
| 56 | PRUITT, SHEILA | F | 04/04/1972 | 800958215 | MS |
| 57 | REDWINE, BENJAMIN | M | 08/11/1974 | 801614579 | MS |
| 58 | SANDERS, EDWARD | M | 05/01/1966 | 802855945 | MS |
| 59 | SCANLON, KENNITH EDWARD | M | 08/13/1969 | 801218493 | MS |
| 61 | SIMPSON, DELBERT G | M | 11/04/1965 | 800818905 | MS |
| 63 | SMITH, JASON | M | 09/21/1978 | 403845025 | MS |
| 65 | TAYLOR, JACQUELINE | F | 04/10/1967 | 801231775 | MS |
| 66 | TAYLOR, SHERRY | F | 07/05/1987 | 447349882 | MS |
| 69 | UPCHURCH, KENNETH EUGENE | M | 05/17/1974 | 801021885 | MS |
| 70 | VARNER, TYLER | M | 08/12/1999 | 802700097 | MS |
| 71 | WILLIAMS, CORY A | M | 10/25/1998 | 802554424 | MS |
| 73 | WILSON, VERNON LEE | M | 03/25/1961 | 800544536 | MS |
| 75 | WORTHAM, TONY BERNARD | M | 12/25/1961 | 801713585 | MS |
| 76 | ZAMPELLA, DONNA | F | 04/03/1965 | 800619410 | MS |

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SECTION VI.

MARKETING ANALYSIS & RESULTS

| BUSINESS AUTO AND GENERAL LIABILITY | |
|-------------------------------------|---|
| CARRIER | RESULT |
| RLI Insurance | Quoted - \$398,799 per vehicle list used at time of marketing Revised quote - \$429,172 per current vehicle list |
| National Interstate | Indication coming in over \$400,000 per vehicle list used at time of marketing. Indication coming in over \$450,000 – per current vehicle list |
| NICO | Indication \$524,000 per vehicle list used at time of marketing |
| | |

Recommended Coverages:

The following coverages are not currently provided in your proposed insurance program. However, your business could suffer a significant financial loss if an uninsured event would occur. We recommend that you seriously consider these coverages and give us a call to request a quote. These coverages may be available from standard companies or, in some cases, may be available only from specify or surplus lines markets.

- Boiler & Machinery Coverages
- Directors & Officers Liability
- Earthquake & Flood Coverages
- Employee Termination/Legal Defense Coverages
- Fiduciary Liability
- Foreign Property, Liability, and/or Auto Coverages
- Increased Liability Limits
- Ocean Cargo & Transit Coverages
- Pollution Liability and Hazardous Waste Cleanup
- Professional Liability

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PREMIUM SUMMARY & PAYMENT TERMS

| COVERAGE | EXPIRING PREMIUM | RENEWAL PREMIUM | INSURANCE CARRIER | AM BEST RATING |
|--------------------------------|----------------------|----------------------|-------------------|----------------|
| General Liability | \$ 1,583.00 | \$ 1,695.00 | RLI Insurance Co | A+, XI |
| Automobile Number of Units | \$ 375,494.00 37 | \$ 427,478 40 | RLI Insurance Co | A+, XI |
| ESTIMATED TOTAL PREMIUM | \$ 377,077.00 | \$ 429,173.00 | | |

Premium(s) contained in this document are valid for 30 days unless otherwise noted.

IMPORTANT INFORMATION REGARDING THIS REPORT

Please note the following important information regarding this Report:

- This Report has been based on the information you provided to us. If there is additional material information or you discover that the information you have provided is inaccurate or has changed, please advise us immediately so that we can reconfirm terms with insurers. Please read our Important Notices at the end of this Report, which explains in detail your duty of disclosure throughout the policy term(s). Also included is information about what to do if you need to make a claim.
- It is important you review this Report to confirm that the recommended policies accurately reflect the coverage, conditions, limits, and other terms that you require. If the proposed terms and coverage are not in accordance with your instructions, please advise us immediately.
- This Report should not be construed as providing any confirmation of actual insurance coverage or any commitment by the insurers to provide insurance coverage.
- The recommended insurance coverage and pricing in this Report are valid until **9/9/2020** after which insurers may withdraw or vary rates, terms, and/or conditions.
- The Proposal of insurance is conditional upon there being no new claims or claims notifications between the date of this Report and the inception date of coverage.
- It is important we receive your confirmation of acceptance as soon as possible. McGriff Insurance Services will not be responsible for any consequences that may arise from any delay or failure by you to respond to us by **09/08/2020**.
- Insurance products and services are offered through McGriff Insurance Services, Inc., subsidiary of BB&T Insurance Holdings, Inc., and are not a deposit, not FDIC insured, not guaranteed by the bank, not insured by any federal government agency and may go down in value.

CONFIDENTIALITY STATEMENT: Client confidentiality is critical to McGriff Insurance Services, Inc. All client information provided to McGriff Insurance Services will be shared only to the extent needed within our agency and with the appropriate insurance carrier. No information will be divulged to any other source without written consent, except as required by law.

Furthermore, all information provided by McGriff Insurance Services is considered proprietary information and should not be shared without our written consent.

Coverage reviews provided herein are intended as an outline of coverage only and are necessarily brief. The extent of insurance is at all times governed by the complete terms, conditions, and exclusions of the insurance policy.

SUBJECTIVITIES: Refer to Individual Coverage Pages for Details

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TERMS AND CONDITIONS: Refer to Individual Coverage Pages for Details

AUDIT: Coverage recommendations and premiums are reflective of the information (payrolls, locations, operations, product data, financial data, loss experience, etc.) provided by you to us and submitted to insurer(s) for quotation(s). If there are changes or other areas that require evaluation, discussion, and revision prior to binding coverage, please bring these to our attention immediately. In addition, liability, auto, and workers compensation policies are based upon estimates of annual sales or payrolls. An audit of these policies may result in return or additional premiums.

MINIMUM AND/OR FULLY EARNED PREMIUM/FEEs MAY APPLY: Refer to Individual Coverage Pages for Details.

PAYMENT TERMS: When policies are billed directly by a Carrier or Finance Company, clients may contact us for assistance. However, McGriff Insurance Services is not permitted to notify clients of late payments or pending cancellation.

If premium is paid in installments, the installment must be received by the carrier on or before the due date.

When policies are directly billed by McGriff Insurance Services:

- Invoices are due on the effective or transaction date, whichever is later.
- Payments should be made by invoice, as no statements will be issued.
- Payments must be received no later than the 28th day after the due date to avoid cancellation.

ACCEPTED BY:

Date

NAME OF INSURED: Oxford Transit Management, Inc.

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SECTION VII.

THE MCGRUFF INSURANCE SERVICES STORY

Founded in 1922, McGriff Insurance Services is a subsidiary of BB&T Insurance Holdings, Inc., the fifth largest insurance broker in the United States and the world. BB&T Insurance Holdings is owned by BB&T Corporation, one of the largest and best managed financial institutions in the country.

McGriff Insurance Services partners with the very best insurance companies in the world to provide highly consultative risk management services and nearly all types of coverage – including personal, small business, corporate, employee benefits, and life and health.

Our experienced insurance and risk management professionals develop highly tailored services and deliver them based on a proprietary and proactive approach we call “Client Focused Risk Solutions.”

We combine this consultative approach with a clear understanding of how and when to deploy McGriff’s vast resources:

- We listen, understand and execute with precision
- We do what we say every single time
- We are passionate and relentless about making our clients successful

When you choose McGriff Insurance Services, you’ll be joining thousands of other individuals and business owners across the country who made the decision to select a national agency that focuses on long-term relationships.

We appreciate your interest and look forward to serving your insurance needs.

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ADDITIONAL PRODUCTS & SERVICES

Program Business (Franchises) We offer insurance products and services that will help solve risk and financial management problems for your association members and increase franchise brand values.

Employee Benefits: We provide a comprehensive range of benefit services and innovative solutions to help our clients administer a complete, customized benefit package. The cornerstone is our unique CarePlus offering, which is designed to improve care and wellness for employees, while lowering costs for employers. It features fully or self-insured employee benefits programs, two private exchange options, as well as other innovative solutions.

Life Insurance Services: We offer a variety of product solutions, including term, whole, universal and variable insurance, as well as retirement and estate-planning options.

Personal Lines/Family Risk Management: Personal line advisors consult with clients to understand their needs and create insurance programs that offer adequate coverage and protection at very competitive rates. We monitor life events and other changes that can result in gaps and overlaps in coverage and recommend adjustments as needed.

Surety and Commercial Bonds: We provide surety programs for a wide range of industries, including construction, energy, financial, manufacturing, retail, health care, and real estate. Whether you need commercial, contract or subdivision bonds, we use state-of-the-art software and a vast network of brokers to maximize your surety credit and simplify the bonding process.

Title: Our residential and commercial title experts can handle everything from simple house refinances to complex commercial developments. We offer a product to protect our clients against losses caused by unreported or undiscovered problems with the title to their business property or real estate.

Captive and Alternative Risk: Our captive and alternative risk specialists through BB&T Assurance can help you understand the complexity of exploring a captive option and facilitate the process, should you choose this growing risk management approach as an alternative to a traditional guaranteed cost program.

International : We have the ability to handle insurance placements in virtually every industrialized and emerging market in the world. Our international resources can help you understand and manage the unique risks associated with conducting business in foreign countries.

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COMPENSATION STATEMENT

McGriff Insurance Services, Inc.

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- Interest or Investment Income earned on insurance premiums.
- Expense Allowances or Reimbursements from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
- Tier II Commission (sometimes referred to as “extra compensation”) is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.
- Contingent Commission (sometimes referred to as “profit sharing” or “additional commission”) which can be based on profitability, premium volume, premium retention, and/or growth. If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance broker McGriff, Seibels & Williams, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.

6/25/18 Ed

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PROVIDER SECURITY STANDARDS

McGRIFF INSURANCE SERVICES, INC.

The following is a brief summary of the measures that we have taken as your agent/broker to review and objectively report to you the financial security of your insuring companies. Information is included from A.M. Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our clients.

MARKET SECURITY REVIEW

McGriff Insurance Services have established and continues to maintain an internal “Market Security Review Group” composed of senior management representatives from the Finance, Marketing, Wholesale, and Administrative Divisions of the company. This Group’s purpose is to develop and implement a policy, procedure, and standard for the review of financial security of all insurers, intermediaries, and associations used by McGriff Insurance Services

This Group meets periodically to review the current listing of all companies, intermediaries, and associations that are actively used by McGriff Insurance Services and BB&T Insurance Services of California. It will also act on any pending requests received from an agency to have new providers activated, and to inactivate any providers that do not meet current McGriff Insurance Services standards.

PROVIDER CLASSIFICATIONS

“Approved Provider” – Any provider whose A.M. Best’s rating is “A-” or higher. The A.M. Best’s rating of an “approved” provider will be included on all McGriff Insurance Services proposals delivered to clients or prospects.

“Exception Provider” – Any provider whose Best’s rating is below “A-”. The A.M. Best’s rating of an “exception” provider will be included on all McGriff Insurance Services proposals delivered to clients or prospects. In addition, these providers which have been reviewed by the McGriff Insurance Services Market Security Review Group and the client may be considered an exception security based on other factors. The client may be required to sign a form of disclaimer or acknowledgement of receipt of this information.

“Prohibited Provider” – All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the McGriff Insurance Services management system at any time, for any reason.

History – A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The **Best’s Rating Guide** was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the **Best’s International Rating Guide** was published, reporting on the claims-paying ability of over 950 international insurers.

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The information used by Best’s to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

Best’s Rating System – The Best’s rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company’s financial strength, its operational performance, and its ability to meet its financial obligations to policyholders, as follows:

- | | |
|---------------------------------------|--------------------------------------|
| Profitability | Spread of Risk |
| Quality of Reinsurance Program | Leverage/Capitalization |
| Quality and Diversification of Assets | Liquidity |
| Adequacy of Policy Loss Reserves | Adequacy of Policyholder’s Surplus |
| Capital Structure | Management Experience and Objectives |

A.M. BEST'S RATINGS

Assigned to insurers which meet Best's standards for the quantitative and qualitative analysis of the company's financial condition and operating performance. For further information, see the Best's Guide to Ratings – www.ambest.com

NON-ADMITTED CARRIERS

An insurance company not licensed to do business in a given state. These insurers are not subject to the financial solvency and enforcement regulations that are required for admitted carriers. These insurers do not participate in any of the insurance guarantee funds. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

The A.M. Best ratings for carriers used in placing your insurance program:

| INSURER | COVERAGE | A.M. BEST RATING |
|-----------------------|-------------------|------------------|
| RLI Insurance Company | General Liability | A+, XI |
| RLI Insurance Company | Automobile | A+, XI |

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CONSUMER PRIVACY NOTICE

MCGRUFF INSURANCE SERVICES

The BB&T Corporate Family includes many types of financial services providers, such as insurance agencies, banks, consumer finance companies, securities broker-dealers, and mortgage companies. Over our long history as a financial services provider, we have placed the highest value on the information you share with us, and we are committed to protecting your privacy. This commitment forms the cornerstone of trust and confidence on which we hope to build long-lasting relationships with the clients we serve. Our Consumer Privacy Notice (Notice) reaffirms our commitment to safeguarding your information.

Consumer Privacy Notice: Our Notice tells you the kind of information we collect about you, with whom we share it, and how we protect it responsibly. Our Notice applies to individuals who obtain insurance products or services through our agents for personal, family, or household purposes. You may receive a different Privacy Notice if you have other relationships with other companies in the BB&T Corporate Family. The examples that you will find throughout this Notice are for purposes of illustration only and should not be considered a complete description of our information practices. For example, we may not collect or disclose all of the categories of information described in this Notice in every transaction. If you terminate your relationship with us or your policy lapses or becomes inactive, we will continue to treat the information we have collected about you in accordance with our privacy policy.

Categories of Information We May Collect: We may collect information directly from you and from other sources in order to provide the products and services you have requested, to service your policy, and to determine your eligibility for other products and services. We may collect the following categories of information about you from the following sources:

- Information we receive from you on applications, or other forms and other oral, written, or electronic communications, such as your name, address, Social Security number, assets, income, and medical information;
- Information about your transactions with us, other companies in the BB&T Corporate Family, or others, such as transaction history, policy coverage, premiums, payment history, and claims history;
- Information we receive from third parties, including consumer reporting agencies and persons providing services in connection with your transactions, such as credit reports, driving records, and medical claims;
- Information collected from our Internet websites, such as information you provide to us and information necessary to manage your online session with us; and
- Information we obtain from health care providers about your past and current health condition.

Disclosure of Information To Third Parties: We do not disclose information about you to third parties, except as required or permitted by law. For example, in the course of our general business practices, we may disclose information contained in applications and other forms that we collect, as previously described, to the following types of third parties for the reasons described:

- To a third party to perform a business, professional, or insurance function for us;

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- To an insurance company, agent, insurance support organization, or self-insurer to detect or prevent fraud, criminal activity, or misrepresentation in connection with an insurance transaction;
- To an insurance company, agent, or insurance support organization to perform a function in connection with an insurance transaction involving you;
- To a medical care provider in order to verify coverage or benefits;
- To an insurance regulatory authority, law enforcement, or other governmental authority to prevent or prosecute fraud, or if we believe that you have conducted illegal activities; and
- To a group policyholder for the purpose of reporting claims experience.

In addition, where permitted by law, we may disclose the information we collect about you, as previously described, to other companies that perform marketing services on our behalf and to other financial services companies with whom we have joint marketing agreements.

Virginia residents: Unless you tell us not to, we may share information about you with insurance companies and other third parties described above in order to give you appropriate insurance coverage upon expiration of your policy. You may direct us at any time not to share this information by calling your local McGriff Insurance or our Service Center at 1-800-228-1820.

Information We May Share Within the BB&T Corporate Family: Unless you tell us not to, we may share information about our experiences and transactions with you (such as type of insurance) and identifying information about you (such as your name and address) as well as other information described below with companies within the BB&T Corporate Family. We will share this information with our affiliates for the purpose of offering to you or considering you for products, services, or opportunities made available by other BB&T companies. This other information includes the following:

- Information we obtain from your applications or other forms, such as your income, assets, and employment history;
- Information we obtain from a credit bureau, such as your credit history; and
- Information we obtain from others to verify information provided by you, such as your credit or other relationships with third parties.

Companies in the BB&T Corporate Family that may receive this information are all financial services companies, including banks, consumer finance companies, securities broker-dealers, insurance agencies, and mortgage companies.

Your Information Choices

How to Tell Us to Limit the Sharing of Information Within the BB&T Corporate Family: If you are a new client, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our client, we continue to share your information as described in this notice.

If you ask us to limit the sharing of information within our corporate family, you may miss learning of financial products and services offered by these companies that might be of benefit to you.

If you prefer that we not share information about you with companies within the BB&T Corporate Family, you may direct us at any time not to share (opt out) by calling your local McGriff Insurance and/or agency or our Service Center at 1-800-228-1820. We will process your request as soon as we reasonably can. If you have already directed us not to share, you do not need to opt out again. We may

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continue to share information about you with our affiliates as required or permitted by law. For example, we may share information to enable an affiliate to perform a business function for us. Each company within the BB&T Corporate Family will continue to contact its consumer clients with offers of its own products and services. You will continue to receive product messages via your statement(s), as well as telephone and mail offers from BB&T companies with whom you have relationships.

How To Tell Us To Limit Marketing Within the BB&T Corporate Family

Federal law gives you the right to limit some, but not all, marketing from the BB&T companies. Federal law also requires us to give you this Notice to tell you about your choice to limit marketing from the BB&T companies.

You may limit the BB&T companies, such as the banking, lending, insurance, and securities companies, from marketing their products or services to you based on your personal information that they receive from McGriff Insurance Services, Inc. or This information may include your Social Security number, income, transaction and claim history, credit reports, and credit scores.

- You may limit marketing offers at any time by calling your local McGriff Insurance or our Service Center at 1-800-228-1820.

Note: For joint policies, each of the joint policyholders may exercise the right to opt out. We will treat an opt-out direction by one joint policyholder as applying to all of the joint policyholders with respect to that joint policy. For example, if Pat and Kim have a joint policy, Pat's opt-out direction will also apply to Kim with respect to the joint policy, but not to Kim's individual policies.

Disclosure of Medical Information

We will not use or share personally identifiable medical information with our affiliates or with third parties except for the purpose of underwriting or administering your insurance account, policy, or claim, and as otherwise required or permitted by law, such as disclosures to insurance regulatory authorities or in response to a subpoena. We do not use or share personally identifiable medical information for marketing purposes.

How To Review And Correct Your Personal Information:

Under applicable law, you may request to see the personal information about you in our records except for certain documents related to claims and lawsuits. If you request medical records, we may elect to supply that information to you through a medical professional designated by you. We may direct you to a consumer reporting agency to obtain certain consumer report information.

If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once, and we will investigate and correct any errors that we find. Your request should be directed to your local McGriff Insurance .

Our Security Procedures

We maintain physical, electronic, and procedural safeguards that comply with federal guidelines to safeguard consumer information. Our employees are bound by our Code of Ethics and policies to access

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consumer information only for legitimate business purposes and to keep information about you confidential.

Other Privacy Protections

You may have other privacy protections under some state laws. We will comply with applicable state laws as to information about you. For example, certain state laws may require us to provide you with an additional notice.

If your address is in California, New Mexico, or North Dakota, you will be treated as if you opted out of joint marketing arrangements.

If your address is in Vermont, you will be treated as if you opted out of sharing of information among the BB&T Corporate Family and opted out of joint marketing arrangements.

Maine residents: You have the right to know the reasons for an adverse underwriting decision. Previous adverse underwriting decisions may not be used as the basis for subsequent underwriting decisions unless the carrier makes an independent evaluation of the underlying facts. You also have the right, with very narrow exceptions, not to be subjected to pretext interviews.

Insurance Providers: Please note that the insurance companies that issue your policies may have personal information about you. Our Notice does not govern their use of information about you. You should review the privacy notices of your insurance providers to understand how they collect, use, and disclose information.

Questions: We will continue to maintain our dedication to protecting your privacy. If you have questions concerning our Notice, please call your local McGriff Insurance agency. Our Notice may also be found on our website at: <http://McGriffInsurance.com>.

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SECTION VIII.

CLIENT SERVICES AND STRATEGIES

CLIENT SERVICES

At McGriff Insurance Services, our goal is to secure your assets and protect your future. In addition to a comprehensive insurance program, we also provide ongoing services to our clients.

We encourage you to take advantage of the following offerings:

- Monthly educational webinars focused on important insurance topics and emerging risks.
- Access to McGriff Insurance Services' Online Training platform to supplement your internal employee training initiatives.
- The ability to borrow Safety and Health DVD materials from the nation's largest safety video lending library.
- Subscription to McGriff Insurance Services' Risk Issues newsletter, a summary of timely and relevant Insurance and Risk Management articles.
- Sample policies, programs, toolbox talks, and other guiding documents are available on demand and can be used to create or enhance existing risk management efforts.

We are also available to:

- Obtain and review loss runs for each of your insurance coverages.
- Provide assistance in the resolution of your claims.
- Furnish information on paid claims and claims reserves.
- Review your insurance company's loss control activities and work with you and your insurance company to establish a comprehensive loss control plan.
- Provide loss analysis, as well as other analytic reports to determine loss trends and emerging issues.
- Provide premium allocation for each of your departments, locations, and/or divisions.
- Review leases, rental agreements, and other contracts to determine their insurance requirements so that you will know if your insurance program is compliant with the specified terms. If not compliant, we will work with you to address any shortcomings.
- Review your payrolls and sales six months into the policy term to determine if the estimate used on the originally issued policy is still accurate.
- Monitor insurance company services. (Loss Control, Auditing, Claims, etc.)
- Verify audit calculations, dividend calculations, and experience modifications.
- Conduct an annual review of insurance values, levels of coverage, changes in exposures, etc. in your insurance program.

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CLIENT FOCUSED RISK SOLUTIONS®

As a subsidiary of a multi-dimensional, \$170 billion financial service company, McGriff Insurance Services is uniquely positioned to provide our clients the highest level of innovative risk management services. Our proprietary strategy, Client Focused Risk Solutions®, is a blend of the traditional brokerage-driven service, enterprise risk management, and the total cost of risk concepts.

Our Client Focused Risk Solutions® process is built upon four quadrants of risk which are at the core of most Enterprise Risk Programs: Strategic Risks, Operational Risks, Financial Risks and Hazard Risks. By proactively managing these risks an organization will likely reduce the chance of loss, create greater financial stability, and protect resources.

HELPING YOU TO VIEW RISK FROM EVERY PERSPECTIVE

| | | | |
|---|--|---|---|
|  <p>STRATEGIC</p> |  <p>OPERATIONAL</p> | <p>Strategic Risks:</p> <ul style="list-style-type: none"> ▪ Reputation/Brand ▪ Business Perpetuation ▪ Leadership Development ▪ Change Management | <p>Operational Risks:</p> <ul style="list-style-type: none"> ▪ Supply Chain ▪ Business Continuity ▪ Product Recall ▪ Employee Benefits ▪ Regulatory Compliance ▪ Employment Practices ▪ Data Breach |
|  <p>FINANCIAL</p> |  <p>HAZARD</p> | <p>Financial Risks:</p> <ul style="list-style-type: none"> ▪ Tax Minimization ▪ Cash Management ▪ Accounts Receivable | <p>Hazard Risks:</p> <ul style="list-style-type: none"> ▪ Property ▪ Fire, Wind, Crime ▪ Workers Compensation ▪ Premises Liability ▪ Auto Liability ▪ Business Income ▪ Professional Liability |

Our customized strategic risk management service is available to organizations seeking to identify and manage the exposures that create the greatest concerns for the business. As part of the process we will work to provide clear options, targeted solutions, and concise information on which to base your risk management decisions.

A COLLABORATIVE CLIENT SERVICE ACTION PLAN – OVERVIEW

One of McGriff Insurance Services' many strengths is the depth number of resources available to address the complex risk management needs of our clients. Within the organization we have individuals who specialize in Analytics, Risk Control, Claims Consulting, and Training Solutions. Our integrated approach allows us to respond quickly to emerging risk management issues with just the right combination of resources. Our cohesive team improves efficiency, eliminates redundancy, drives superior results, and ultimately reduces your total cost of risk.

The success of any partnership is based upon the agreed upon objectives and goals. Your McGriff Insurance Services team will develop a Service Plan with you at the beginning of the relationship, which will be focused on meeting your needs and expectations.

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Request for Quote

Oxford University Transit

Destination Display Monitor and Software

Due: September 27, 2021
2:00 p.m.

409 McElroy Drive
Oxford, MS 38655

Request for Quote

| | | |
|--|-----------------------------------|---|
| RFP: Destination Display Monitor and Software | Proposal Due By: 9/27/2021 | City of Oxford - Oxford University Transit |
| Project Overview: FTA Regulations require Oxford University Transit to have visual signs displaying “next stop” information. | | |
| Project Goals: <ul style="list-style-type: none"> ● Install required visual aid on all transit vehicles ● Sell advertising that will display on the system ● Communicate to all passengers from the City or University with upcoming events, PSA’s, Vaccination sites, etc. | | |
| Scope of Work: The Info transit monitor will have “Real Time” service alerts, reprogramming option via USB, Wi-Fi connectivity or cellular option, Event triggered actions, such as “Door Open” or “Stop Requested”. The system must interface with current GPS System Qryde. 10–12-year warranty, all software and training needed for the system | | |
| Current Roadblocks and Barriers to Success <ul style="list-style-type: none"> ● Different Make/Model Transit Vehicles ● Schedule time for vehicle to be onsite | | |
| Submission Requirements <ul style="list-style-type: none"> ● Sealed proposals must be received in the City of Oxford Clerks Office_____ at which time all received proposals will not be publicly opened. Prices and other proposal information shall not be made public until the proposal is awarded. At that time the executed purchase order will become public information, any response will become the property of the City of Oxford. All rejected proposals will be returned unopened. All proposals must be in writing and must be | | |

executed and **signed** by an authorized officer of the bidder. The City of Oxford reserves the right to reject all proposals and to waive formalities.

- The City of Oxford reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary to substantiate the professional, financial and/or technical qualifications of the Bidders. Contract will be awarded to the Bidder whose proposal adheres to the conditions set forth in the RFP, and in the sole judgment of the City of Oxford, best meets the overall goals and financial objectives of the City of Oxford.
- All proposal should be mailed to:

Oxford University Transit
409 McElroy Drive
Oxford, MS 38655
Attention: Donna Zampella – RFP Destination Display Monitor and Software

Project Due By: **9/27/2021 Time: 2:00 p.m.**

Contact: **Donna Zampella,**
General Manager

Email:
dzampella@outransit.com

Phone #: **662-234-3540**

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

August 20, 2021

Ms. Donna Zampella
General Manager
Oxford University Transit
409 McElroy Drive
Oxford, MS 38655

Re: Multi-Modal Transit Project No. 503493-341000;341100 Agreement

Dear Ms. Zampella:

This letter is to inform you that your project was selected by the Public Transit Multimodal Committee for an award of \$59,069.00. Enclosed for signatures are three originals of the referenced Multi-Modal agreement. Please have each document signed, dated and attested by the appropriate project representatives. The three documents, along with the completed **E-Verify form**, are to be returned by **September 10, 2021** for execution by our Executive Director. One fully executed original will be returned for your records along with the formal notice to proceed.

Please note that all work accomplished, equipment procured, consultant contracts or other expenditures pursuant to this award must meet all applicable state procurement regulations in addition to meeting the requirements of the terms and conditions of this agreement.


Once the notice to proceed is issued, the following (as applicable) will be required for our review and approval prior to any payment of state funds:

- Plans, specifications and contract documents
- Engineering, consultant, etc. agreements
- Tabulation of bids, if applicable

You are reminded that the project must be completed within 24 months of MDOT's execution date of this agreement.

If you have any questions, please contact me at (601) 359-7800 or by email at rbailey@mdot.ms.gov.

Sincerely,


Shirley Wilson, Director
Public Transit Division

Enclosure

cc: Director - Office of Intermodal Planning (60-01)



| PROJECT BUDGET | | | | |
|--|--------------------|-------------|---------------|--------------|
| City of Oxford | | | | |
| Multi-Modal Public Transit Project | | | | |
| July 1, 2021 - June 30, 2022 | | | | |
| Contract Number: 503493-341000; 341100 | | | | |
| Scope | Multi-Modal Funds | Local Funds | Federal Funds | Total Cost |
| Capital; 503493- 341000 | \$59,069.00 | | \$236,280.00 | \$295,350.00 |
| | | | \$0.00 | \$0.00 |
| | \$0.00 | | | \$0.00 |
| Operation: 503493- 341100 | | | | |
| | | | | \$0.00 |
| Total | \$59,069.00 | \$0.00 | \$236,280.00 | \$295,350.00 |

Note: Capital: 503493-341000
 (3) 30' ft. 16 Pass Low Floor
 Champion/LF ADA Buses - \$59,069

Note: Operation: 503493-341100: Vehicle Insurance-

2. Consider a water purchase contract with Great River Utility Operating Company, LLC. (Rob Neely)

Great River Utility Operating Company, LLC has requested to purchase water from the City of Oxford/Oxford Utilities to supplement their current supply for the Wellsgate Subdivision. According to Great River, the pressure in the subdivision is very low during peak times of the day and the City connection would assist with demand in the near future until a second well can be approved and placed online to serve the neighborhood. Once the second well is online, the City connection would serve as an emergency backup for the neighborhood. I have attached the letter from Great River and the Water Purchase Contract for your review.

The current capacity of the Oxford Water System is approximately 70%, therefore we currently have adequate resources to provide the service to Great River/Wellsgate. The contract requires Great River to extend the City of Oxford main line at their cost and install the billing meter. The contract term is set at 4 years and provides an avenue for the City to reduce or terminate service if we cannot provide a stable water supply in the future due to capacity or other concern.

August 26, 2021

Mr. Robert M. Neely III, PE
General Manager
Oxford Utilities
City of Oxford
300 McElroy Dr
Oxford, MS 38655

Re: Request for Drinking Water Interconnect to Wellsgate Subdivision

Dear Mr. Neely,

Per our recent conversations and your email dated 8/23/21, please accept this letter as a formal request to kickoff discussions to allow the Wellsgate Subdivision to install an interconnect to drinking water mains owned and operated by the City of Oxford. The drinking water system that services the Wellsgate Subdivision was purchased by Great River Utility Operating Company, LLC (GRUOC) from Delta Rain on July 15, 2021. GRUOC is the MS based operating company and is a wholly owned subsidiary of Central States Water Resources, LLC (CSWR).

Upon acquisition, the groundwater production facility servicing the Wellsgate Subdivision was found to be lacking in capacity during hot periods, early in the morning when usage and irrigation is high. We are moving forward with permitting a second well currently installed on the site and are bringing in an additional 15,000 gal of storage to combat the morning high demand. The exact amount of additional flow required is currently unknown and varies day by day, but we should have a better idea once the additional tank is placed online. Our plan would be to utilize the interconnect to assist with demand over the near future until the second well is approved and placed online. At that point the interconnect with Oxford would be utilized for emergency backup purposes.

Please let me know if you have any questions and thank you in advance for your consideration of this request.

Sincerely,



Jacob O. Freeman, PE
Director, Engineering

WATER PURCHASE CONTRACT

THIS CONTRACT for the sale and purchase of water is entered into as of the _____ day of _____, 2021, between the City of Oxford, Mississippi, (hereinafter "Seller") and Great River Utility Operating Company, LLC (hereinafter "Purchaser"),

WITNESSETH:

WHEREAS, the Purchaser is single-member Mississippi limited liability company authorized to conduct business in the state of Mississippi and authorized and empowered to construct and operate a water supply distribution system serving water users within its certificated area in order to provide a supply of potable water,

WHEREAS, the Seller owns and operates a water supply system with a capacity currently capable of serving the present customers of the Seller's system and provide a supplemental water supply to Purchaser, and

WHEREAS, pursuant to resolution passed by the City of Oxford Board of Aldermen, the sale of water to the Purchaser in accordance with the provision of this contract was approved and the execution of this contract was approved, and

WHEREAS, the Board of Directors of Great River Utility Operating Company, LLC Pursuant to a resolution duly adopted on the __ day of _____, 2021, did authorize the purchase of water from the Seller in accordance with the terms set forth in the resolution and as provided by this contract;

NOW THEREFORE, in consideration of the mutual agreements provided herein, the parties agree as follows:

1. Seller shall furnish potable water to the Purchaser at the point of delivery (as shown on the attached map) meeting all applicable state and federal standards in such quantity as may be required by the Purchaser's system. In the event that the Seller determines that the water supplied is not in compliance with any state or federal standard, the Seller shall as soon as reasonably possible provide reasonable notice to the Purchaser and shall immediately take such corrective actions as shall be necessary to assure compliance with said standards.

2. The Purchaser shall be responsible for constructing or making such improvements and/or alterations to its water system to assure that its system is capable of distributing the water provided by the Seller. The Purchaser shall be responsible for constructing such improvements to its system to assure that the water pressure within its system is constant and stable. Seller shall make its best efforts to provide a stable supply of potable water and shall notify the Purchaser as soon as reasonably possible in the event that interruptions or aberrations in the supply of water are anticipated. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, use of water to fight fire, earthquake, acts of terrorism or civil unrest, or other catastrophe shall excuse the Seller from its obligation to deliver water hereunder for such reasonable time may be necessary to restore service.

{D1179617.1}

3. To enable Purchaser to connect its distribution system to Seller's water supply lines at the points of delivery described above, Purchaser, at its cost, shall:

a. Construct a twelve (12) inch water distribution line from the end of the existing City of Oxford 12" main along MS Highway 6 to a proposed metering station located at the western boundary of Great River Utility Operating Company, LLC certificated area (the "Line"). The Line shall be constructed and installed in accordance with Seller's specifications and to Seller's satisfaction. Any necessary permits and or easements associated with the construction of the Line shall be the responsibility of the Purchaser. At the conclusion of the construction, the Line along with any necessary easements shall then be dedicated to the City.

b. At the metering station connection point, cause a 6-inch metering arrangement to be constructed and installed in accordance with Seller's specifications and to Seller's satisfaction (with such metering equipment to be and to remain the property of the Seller). The meter shall be a Master Meter Octave Ultrasonic Meter with AMR capability.

c. At the metering station connection point, cause a post indicator valve arrangement to be constructed and installed in accordance with Seller's specifications and to Seller's satisfaction (with such metering equipment to be and to remain the property of the Seller).

d. Seller shall be responsible for reading the meter on a regular basis so as to provide an accurate calculation of the number of gallons purchased each month. The Seller shall be responsible for repairing and maintaining the meters. Purchaser shall have the right to have access to the meters for the purpose of verifying the quantities of water as might reasonably be necessary.

4. Should future improvements or alterations to Purchaser's system require the installation or construction of new metering equipment and connections in addition to the metering equipment and connections described in Paragraph 3 above, Purchaser shall be responsible for furnishing, installing, and constructing such necessary metering equipment and connections. The Seller shall approve all metering equipment, design, and other work of any sort associated with the installation of the additional metering equipment and connection to Seller's line at no cost to the Seller.

5. The Seller shall furnish to the Purchaser at the address shown above a monthly statement showing the amount of water furnished to the Purchaser during the preceding month and a statement for money owed to the Seller. Purchaser shall pay the same rate for water as is charged to all other out-of-area customers of Seller. The rate shall be calculated and reviewed by Seller at least once per year as required by law and may be adjusted as necessary within Seller's sole discretion. The current rate is \$4.87 per thousand gallons.

6. This contract shall be in full force and effect for four years after water is first provided to Purchaser. After the initial four-year term, this contract shall continue on a yearly term until either party shall provide written notification to the other of its intention to terminate the agreement no less than three hundred sixty (360) days in advance of such planned termination. In the event of termination by Purchaser, Purchaser will pay all costs incurred by Seller in connection with such termination.

{D1179617.1}

7. In the event of an extended shortage of water or the supply of water to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's customers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's customers is reduced or diminished.

8. Purchaser hereby agrees to indemnify, defend and hold harmless Seller from any and all claims or causes of action including attorneys' fees related to the Purchaser's supply of potable water to its customers unless such claims or causes of action are the direct result of gross negligence on the part of Seller or Seller's employees or willful breach of this contract.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in counterparts, each of which shall constitute an original.

Seller:
The City of Oxford

By:
Title: Chairman, Board of Aldermen
Attest:
City Clerk

Purchaser:
Great River Utility Operating Company, LLC
By:
Title: President, Board of Directors
Attest:
Secretary

{D1179617.1}



THE CITY OF
OXFORD

MEMORANDUM

September 7, 2021

Mayor Tannehill and Board of Aldermen

Re: Balconies located in City of Oxford Right of Way in downtown area

Over the years, we have all heard and seen horror stories that arise in the aftermath of the structural failure and collapse of decks and balconies that are elevated above grade. More times than not, the unfortunate result is serious bodily injury to persons on or under the balcony and occasionally there is a loss of life involved. It is understood that despite best efforts, accidents will happen from time to time but, we have an obligation to our citizens and visitors to take a proactive approach to ensuring the continued structural soundness of the balconies that overhang our public access areas around the Square. We want Oxford to be spotlighted for its progressive and positive achievements, not for catastrophic failures that could possibly have been avoided.

The main component in the proactive approach we have been implementing was the requirement for certain balconies and decks located in the City's Right of Way to undergo an assessment by a licensed professional engineer every five years. The property owner and / or occupant must then submit an official report to the Building Official which bears the engineer's professional seal and certifies the current structural condition and load bearing capacities of the balcony. This was implemented back in 2011 and, at that time, only required for the balconies that were known to host large crowds such as bars and restaurants. The same was required five years later in 2016. I opted to, in this 2021 cycle, include all balconies, as the idea is not to target any individual business or type of usage but simply to ensure the safety of anyone who enjoys the use of a balcony on the Square as well as those pedestrians who may be shopping or just enjoying a stroll around the Square.

There are currently a total of 35 balconies located within the City's Right of Way around the Downtown Square; 25 that serve commercial uses and 10 that are residential uses. Each of these operates under a revocable usage license granted by the City of Oxford due to the fact that they are built in the City's Right of Way. The residential balconies are primarily owned by people who live out of town and I've had to mail the correspondence to them so they are under a different deadline for submittal. As such, this report only applies to the commercial usage balconies.

I sent a letter explaining the requirement for engineering analysis to the property / business owners on July 19, 2021. This letter required submittal of the engineers report as well as any necessary repairs to be completed by August 31, 2021. I also sent a supplemental letter that served as a reminder of the August 31 deadline on August 19, 2021. At the time of the compilation of this report, I have received 15 reports that reflect that the respective balconies can safely carry the requisite loads and 5 reports that state that the balconies need reinforcing in order to safely carry the requisite loads. There are 5 balconies that have not provided an engineer's report. On September 1, 2021 I sent a letter specifically to each of the 5 that have not yet provided reports informing them of my intention to present all information to the Board of Aldermen on September 6, 2021 at their regularly scheduled meeting to consider suspension of the usage license until such time as compliance with the assessment requirement was achieved.

The 2018 International Building Code specifies that all balconies must be capable of withstanding 1.5 times the live load of the space that they serve but not more than 100 pounds per square foot. There is a mixture of uses that are served by the 25 commercial balconies on the Square from restaurants and bars to professional offices. All of which require a minimum uniform live load capacity that would call for the balconies to meet 100 pounds per square foot with the exception of a balcony accessed specifically through a private office which would require a design load of 75 pounds per square foot. The residential balconies located on the Square require them to carry 60 pounds per square foot.

Of the 5 balconies deemed by an engineer to be lacking in load bearing capacity, the existing load capacities range from 30 to 41 pounds per square foot so there is no indication of an imminent threat of catastrophic failure at this time. 3 of these balcony owners have provided recommendations from their respective engineers as to how to reinforce their balconies to make them comply with the requirement. The other two owners have provided no further information at this time as to any type of reinforcing or remediation plan.

I propose that the Board of Aldermen, in the interest of the liability of the City and the safety of its citizens and visitors, allow the Building Official to post an order at the 5 balconies deemed lacking in load bearing capacity and the 5 balconies that have not provided a satisfactory engineers report for the balconies to remain unoccupied until such time as they can be satisfactorily certified by their engineers ,

OXFORD POLICE DEPARTMENT

Chief of Police
Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Name of Applicant: Jeff McCutchen

Address: 715 Molly Barr Road Oxford, MS

Telephone: 662-232-2400

Name of Organization:

Address: Faith + Blue Weekend

Telephone:

Organization Director: Jeff McCutchen

Telephone:

On Site Contact Person:

Name:

Telephone:

Requested Date(s): 10-9-21

Requested Time(s):

Requested Location(s): RSVP. Platform

Type of Event: Faith + Blue Tailgate Event
Canned Good Drive

Designation of any Public Facilities and / or Equipment to be utilized: *RSVP Platform*

Detailed Route Information, Start to Finish:

-

Spacing Intervals to be maintained between units of such parade or assembly:
None

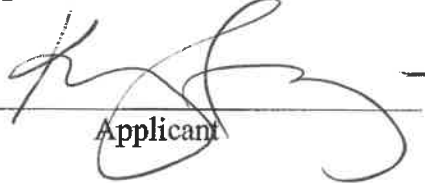
Area/Width of Street, Sidewalk, or Public Area to be used by event:
Expected Number of Participants and/or vehicles, animals, etc.:

Number of expected Spectators: *30-50*

Assembly Point and time of Participants:

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event: *Faith + Blue Banner, Audible Sound*

Special Detail Instructions:


Applicant

8/17/21
Date

2:30pm
Time

Permit Approved By:

Chief of Police

Date

Time

Copies To:

- Mayor*
- City Attorney*
- Fire Chief*
- City Engineer*
- Other*

Attachments:

OXFORD POLICE DEPARTMENT

Chief of Police

Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Visit Oxford

Name of Applicant: _____

1013 Jackson Avenue East

Address: _____

662-232-2477

Telephone: _____

Visit Oxford

Name of Organization: _____

1013 Jackson Avneue East

Address: _____

662-232-2477

Telephone: _____

Kinney Ferris

Organization Director: _____

662-401-6264

Telephone: _____

On Site Contact Person: _____

Kinney Ferris

Name: _____

662-401-6264

Telephone: _____

Requested Date(s): Friday, September 17, 2021
Requested Time(s): 4-8 p.m.
Requested Location(s): Oxford Commons area - Southern Craft
Type of Event: Live music, leisure tourism activities

Designation of any Public Facilities and / or Equipment to be utilized:
None

Detailed Route Information, Start to Finish:
None

Spacing Intervals to be maintained between units of such parade or assembly: N/A
Area/Width of Street, Sidewalk, or Public Area to be used by event: N/A
Expected Number of Participants and/or vehicles, animals, etc.: 10-20
Number of expected Spectators: 50-100
Assembly Point and time of Participants: Oxford Commons

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Possible use of A-frame for promotion of the event

Special Detail Instructions:

N/A

Applicant

Date

Time

Permit Approved By:

Chief of Police

Date

Time

Copies To:

- Mayor***
- City Attorney***
- Fire Chief***
- City Engineer***
- Other***

Attachments:

OXFORD POLICE DEPARTMENT

Chief of Police

Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Visit Oxford

Name of Applicant: _____

1013 Jackson Avenue East

Address: _____

662-232-2477

Telephone: _____

Visit Oxford

Name of Organization: _____

1013 Jackson Avneue East

Address: _____

662-232-2477

Telephone: _____

Kinney Ferris

Organization Director: _____

662-401-6264

Telephone: _____

On Site Contact Person: _____

Kinney Ferris

Name: _____

662-401-6264

Telephone: _____

Requested Date(s): Friday, November 5, 2021
Requested Time(s): 4-8 p.m.
Requested Location(s): 1611 Jackson Avenue West (Tarasque Cucina)
Type of Event: Live music, leisure tourism activities- Tunes Around Town

Designation of any Public Facilities and / or Equipment to be utilized:
None

Detailed Route Information, Start to Finish:
None

Spacing Intervals to be maintained between units of such parade or assembly: N/A
Area/Width of Street, Sidewalk, or Public Area to be used by event: N/A
Expected Number of Participants and/or vehicles, animals, etc.: 10-20
Number of expected Spectators: 50-100
Assembly Point and time of Participants: Tarasque Cucina

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Possible use of A-frame for promotion of the event

Special Detail Instructions:

N/A

Applicant

Date

Time

Permit Approved By:

Chief of Police

Date

Time

Copies To:

- Mayor***
- City Attorney***
- Fire Chief***
- City Engineer***
- Other***

Attachments:

OXFORD POLICE DEPARTMENT

Chief of Police
Chief Jeff McCracken

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-648 - Fees.

A non-refundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Name of Applicant: **BRADLEY RAYNER**

Address: **1090 AUGUSTA DR.**

Telephone: **662 715 9200**

Name of Organization: **21 UNITED**

Address: **1090 AUGUSTA DRIVE**

Telephone: **662 380 0577**

Organization Director: **JENNY RAYNER**

Email: **info@21united.org**

On Site Contact Person: **BRADLEY RAYNER**

Name:

Telephone: **662 715 9200**

Requested Date(s): **10/17/21**

Requested Time(s): **1 - 4 PM**

Requested Location(s): **ARMY @ PARSON**

OXFORD POLICE DEPARTMENT

Chief of Police

Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

***Name of Applicant:* Diala Chaney**

***Address:* 101 Charger Loop Oxford, MS 38655**

***Telephone:* 662-801-2745**

***Name of Organization:* Oxford High School Student Council**

***Address:* 101 Charger Loop**

***Telephone:* 662-234-1562**

***Organization Director:* Diala Chaney**

***Email:* dhchaney@oxfordsd.org**

***On Site Contact Person:* Diala Chaney**

Name

***Telephone:* 662-801-2745**

***Requested Date(s):* Monday, September 20, 2021**

***Requested Time(s):* 7 pm**

***Requested Location(s):* Start at intersection of 5th street and university avenue (like Christmas parade) turning left onto South Lamar, around the Square and then left onto Jackson Avenue, then right on MLK Jr to end at Oxford Intermediate School**

***Type of Event:* OSD Homecoming Parade**

**INTERLOCAL AGREEMENT FOR FUNDING OF EARLY
CHILDHOOD AND READING DEVELOPMENT PROGRAM**

THIS AGREEMENT is entered into by and between the Lafayette County School District (“LCSD”), the Oxford School District (“OSD”), the City of Oxford, Mississippi (“the City”), and Lafayette County, Mississippi (“the County”), for the purpose of funding the Early Childhood and Reading Development Program (“the Program”) to support the educational missions of LCSD and OSD.

WHEREAS, the Interlocal Cooperation Act of 1974 authorizes any two or more local governmental units to enter into a written contractual agreement with one another to jointly provide services and facilities and to jointly exercise and carry out power, authority, or responsibility exercised or capable of being exercised by a local governmental unit; and

WHEREAS, OSD, LCSD, the City, and the County are local governmental units as defined by MISS. CODE ANN. § 17-13-5(a) and are each governed by a Governing Authority as defined by MISS. CODE ANN. § 17-13-5(b).

NOW, THEREFORE, pursuant to the provisions of the Interlocal Cooperation Act of 1974, and the approval of the parties’ respective governing authorities, the parties do hereby adopt this Agreement:

1. The parties hereby agree to jointly provide for the continuation of an Early Childhood and Literacy Development Program for the purpose of improving educational outcomes for children in Lafayette County, continuing an early intervention program to promote child growth and development, expanding early learning opportunities in the Oxford and Lafayette County community, and developing strategies to address school readiness, school attendance, and

summer learning.

2. The parties agree that the Oxford School District shall be responsible for the supervisory and administrative oversight of operations and personnel of the Program and shall serve as its fiscal agent. The parties each agree to provide \$30,000 per school year to fund the operation of the Program. As fiscal agent, OSD will annually invoice LCSD, the City, and the County, for their respective contributions. The City and the County shall have no further obligations or responsibilities under this Agreement.

3. The parties understand that OSD hired a Director of Early Childhood and Reading Development (“Director”) in July 2017, based on recommendations brought forth by a joint search committee appointed by the superintendents of OSD and LCSD. The Director is a full-time certified position employed by and provided appropriate facilities by OSD. The Director’s salary will be funded by \$25,000 given by each party.

4. The parties understand that OSD hired a School Readiness Coordinator in July 2019, based on recommendations brought forth by a joint search committee appointed by the superintendents of OSD and LCSD. This position is a full-time certified position employed by and provided appropriate facilities by OSD. The School Readiness Coordinator’s salary will be funded by \$5,000 given by each party, with the remainder of the salary funded through donations to the L.O.U Early Learning Collaborative. The parties’ intent is that the School Readiness Coordinator position will be funded as a full-time certified position only when donations to the L.O.U Early Learning Collaborative exceed the amount of \$100,000 during the prior academic year.

5. This agreement shall be effective on the date the agreement is approved by the Attorney General and shall expire on June 30th, 2022. If the parties desire to renew the agreement, each party shall give written notice of its intent to exercise its option to renew the agreement sixty (60) days before expiration of the initial term of the agreement.

6. This agreement is effective subject to the approval of the Attorney General of the State of Mississippi.

SIGNED and AGREED to, this the _____ day of _____, 2021.

OXFORD SCHOOL DISTRICT

President

Secretary

SIGNED and AGREED to, this the _____ day of _____, 2021.

LAFAYETTE COUNTY SCHOOL DISTRICT

President

Secretary

SIGNED and AGREED to, this the _____ day of _____, 2021.

CITY OF OXFORD, MISSISSIPPI

Mayor

City Clerk

SIGNED and AGREED to, this the _____ day of _____, 2021.

LAFAYETTE COUNTY, MISSISSIPPI

President, Board of Supervisors

County Administrator



To: Mayor and Board of Aldermen
From: Ben Requet, AICP, Director of Planning
Date: September 7, 2021
Subject: First Reading, Public Hearing and Potential Vote for Amending Chapter 22 Buildings to Modify Division 3 Affordable Housing Commission.

In January the effort to revive the work of the Affordable Housing Commission after the COVID “interregnum” began. Then in June, the Mayor and Board of Aldermen adopted a change to the City Code to create the Affordable Housing Commission. As final plans for appointments to this new Commission progressed, staff determined that for this Commission to be most effective, a small change to its composition would be helpful.

The adopted version of the Commission included 9 members who would represent varied perspectives on affordable housing. These would include an appointee from the Oxford Housing Authority, and a person working in the field of affordable housing in a nonprofit capacity. Upon further reflection as various persons were considered for appointment, it was determined that it would be helpful for this Commission to have some community institutions or organizations represented in an “ex-officio” (non-voting) capacity, therefore allowing more community representation among the voting Commissioners.

This report therefore requests support for the changes indicated in the Code language creating the Affordable Housing Commission allowing the Mayor to appoint, approvable by the Aldermen, “ex-officio” members that represent organizations that may also be working toward affordable housing goals. For example, this would enable an individual from the Oxford Transit Authority, or the Oxford School District to be appointed and be a part of the conversation from their entity’s perspective.

Should you have any questions, please feel free to contact me.

(Ordinance 2021-

ORDINANCE AMENDING CHAPTER 22 BUILDINGS, ARTICLE V HOUSING TO MODIFY DIVISION 3 AFFORDABLE HOUSING IN THE CODE OF ORDINANCES OF THE CITY OF OXFORD, MISSISSIPPI

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI AS FOLLOWS:

SECTION I. That Chapter 22 Buildings of the Code of Ordinances, Oxford, Mississippi, is hereby amended to read as follows:

DIVISION 3 – Affordable Housing

MODIFY - Sec. 22-194. Affordable Housing

Sec. 22-194(a)- Definitions, eligibility, and application.

- (a) For the purpose of this article, "affordable housing" shall mean housing, available either for rent or purchase, that is affordable to those with household incomes below 80 percent of the standard area median income ("AMI") as defined by the most current AMI scheduled published by the U.S. Department of Housing and Urban Development.
- (b) An "affordable housing development" is a residential development that guarantees to the satisfaction of the Mayor and Board of Aldermen that at least 50 percent of its dwelling units will be available as affordable housing for at least ten years.
- (c) The mayor and board of aldermen shall consider designation of a residential development as an affordable housing development only after submittal of an affordable housing project application, which shall include as a minimum the following:
 - (1) A vicinity map of suitable scale to show the tract of property and its relation to the surrounding area;
 - (2) A conceptual site plan of the development, which shall include at a minimum, information pertaining to the proposed street and lot layout, the number of residential lots and structures proposed for each lot, typical lot dimensions, public use areas, availability of utilities, typical building floor plans and typical building elevation plans;
 - (3) An affordability narrative, which shall include at a minimum:
 - a. A detailed explanation of the percentage and types of affordable housing proposed.
 - b. A detailed description of how the development satisfies the definition of "affordable housing" above, including proposed pricing and income targets.
 - c. A guarantee that the designated units will remain affordable for a period of at least ten years, including a detailed plan for monitoring and enforcing compliance.
 - (4) An affidavit from the developer or owner affirming that the project will be constructed in accordance with the approved application and that affordable housing component of the development shall be maintained for the period specified in the affordability narrative.
- (d) A designation by the mayor and board of aldermen as an affordable housing development shall be valid for a period of three years. The director of planning may, in her discretion, grant an extension of one year. No incentives shall remain available if a building permit is not issued prior to the expiration of an affordable housing development designation. Affordable housing project designations shall be non-transferable.

Sec. 22-194(b). - Affordable housing incentives.

(a) *Development fees.* Affordable housing developments shall be entitled to a waiver or reduction of the following development and building fees listed below. In no case shall the waiver or reduction of a development fee for an affordable housing development relieve an owner, developer, contractor, or other responsible party from the obligation to receive any necessary city permit or approval, or from any requirement necessary to receive any such permit or approval.

- (1) *Planning department review fees.* Fees for planning department review of applications for approval of site plans, subdivision plats, variances, and special exceptions, as set forth in the fee schedule referenced in Appendix A.1 of the city's land development code.
- (2) *Building department fees.* Building permit fees and building plan review fees set forth in the International Building Code, as amended by Oxford Code of Ordinances section 22-24.
- (3) *Water and sewer connection fees.* Fees assessed by public works department for connection of water and sewer server as set forth in Oxford Code of Ordinances sections 114-39 and 114-40.

Development fees shall be waived or reduced according to the following schedule:

- (1) Developments guaranteeing maintenance of 100 percent of their dwelling units as affordable housing for 15 years shall receive a full waiver of development fees.
 - (2) Developments guaranteeing maintenance of 100 percent of their dwelling units as affordable housing for less than 15 years, but no less than ten years, shall receive a 75 percent reduction in development fees.
 - (3) Developments guaranteeing maintenance of less than 100 percent, but more than 50 percent, of their dwelling units as affordable housing for 15 years shall receive a percentage reduction in development fees equivalent to the percentage of units maintained as affordable housing.
 - (4) Developments guaranteeing maintenance of less than 100 percent, but more than 50 percent of their dwelling units as affordable housing for less than 15 years, but not less than ten years shall receive a percentage reduction in development fees equivalent to the percentage of units maintained as affordable housing, less an additional five percent.
- (b) *Site restoration performance bonding.* Affordable housing developments shall be entitled to a waiver or reduction of the site restoration performance bonding requirement set forth in section 9.2.10.3 of the land development code. Site restoration performance bonding requirements shall be waived or reduced according to the following schedule:
- (1) Developments guaranteeing maintenance of 100 percent of their dwelling units as affordable housing for 15 years shall receive a full waiver of the site restoration bonding requirement.
 - (2) Developments guaranteeing maintenance of 100 percent of their dwelling units as affordable housing for less than 15 years, but no less than ten years, shall receive a 75 percent reduction of the site restoration bonding requirement.
 - (3) Developments guaranteeing maintenance of less than 100 percent, but more than 50 percent, of their dwelling units as affordable housing for 15 years shall receive a percentage reduction of the site restoration bonding requirement equivalent to the percentage of units maintained as affordable housing.

- (4) Developments guaranteeing maintenance of less than 100 percent, but more than 50 percent of their dwelling units as affordable housing for less than 15 years, but not less than ten years, shall receive a percentage reduction of the site restoration bonding requirement equivalent to the percentage of units maintained as affordable housing, less an additional five percent.

The mayor and board of aldermen may, in their discretion, reduce or disallow a waiver of site restoration bond requirements if they find that any owner, developer, financier, bonding agent, or contractor associated with an affordable housing development has previously failed to comply with landscaping obligations imposed by the city, abandoned any site such that site restoration activities were required, provided inadequate or otherwise improper site restoration security, or failed to timely honor a site restoration bond with respect to any prior construction project within the city.

- (c) *Tree preservation and mitigation requirements.* Affordable housing developments may, in the discretion of the mayor and board of aldermen, be allowed a reduction of the tree preservation and mitigation requirements set forth in article 6.1 of the land development code. In considering such requests, the mayor and board of aldermen shall consider the tree preservation criteria set forth in section 6.1.6 of the city's land development code, as well as the degree of affordability of the housing to be offered, the location of the project, the overall impact of a reduction on the tree canopy, and other standards peculiar to the project or the location that are deemed important factors.

Requests for reductions in tree preservation and mitigation requirements shall be considered according to the following guidelines:

- (1) Developments guaranteeing maintenance of 100 percent of their dwelling units as affordable housing for 15 years may:
 - a. Receive up to double the amount of tree retention credit available for their sites available sections 6.1.7 and 6.1.9.1 of the land development code;
 - b. Receive up to a 50 percent reduction in the post-credit number of trees that must be replanted or mitigated by virtue of payment into the city's tree escrow account; and/or
 - c. Propose to dedicate a portion of their property to a perpetual conservation easement with the city designated as the "holder" pursuant to MCA 1972, § 89-19-3 and request that the city use funds from the tree escrow account to plant trees within the encumbered property in a number sufficient to satisfy the applicant's remaining tree mitigation obligations.
- (2) Developments guaranteeing maintenance of 100 percent of their dwelling units as affordable housing for less than 15 years, but no less than ten years, may:
 - a. Receive up to double the amount of tree retention credit available for their sites pursuant to sections 6.1.7 and 6.1.9.1 of the land development code; and/or
 - b. Receive up to a 50 percent reduction in the post-credit number of trees that must be replanted or mitigated by virtue of payment into the city's tree escrow account.
- (3) Developments guaranteeing maintenance of less than 100 percent, but more than 50 percent, of their dwelling units as affordable housing for 15 years may:
 - a. Receive an increase in the amount of tree retention credit available for their sites pursuant to sections 6.1.7 and 6.1.9.1 of the land development code up to an amount commensurate with the percentage of guaranteed affordable housing in their development (for example, 75 percent guaranteed affordable housing units could receive up to 175 percent of the available credits); and/or

- b. Receive a reduction in the post-credit number of trees that must be replanted or mitigated by virtue of payment into the city's tree escrow account, up to an amount inversely proportionate to the percentage of guaranteed affordable housing in their development (for example, 75 percent guaranteed affordable housing units could receive a reduction of up to 25 percent of trees to be replanted or mitigated).
- (4) Developments guaranteeing maintenance of less than 100 percent, but more than 50 percent, of their dwelling units as affordable housing for less than 15 years, but not less than ten years, may receive the incentives in subsection (3) above, but not to exceed 150 percent of available tree credit or a 25 percent reduction in trees to be replanted or mitigated.

Nothing in the ordinance from which this article is derived shall relieve the owner or developer of an affordable housing development of any other obligation imposed by the city's tree preservation and mitigation ordinances, including completion of a tree inventory, or any landscaping or tree-planting obligation not specifically referenced in this article.

In no event shall an affordable housing development be eligible for a reduction in tree preservation and mitigation requirements if the mayor and board of aldermen find that the applicant removed trees from the site prior to the completion of a tree survey and/or development approval in violation of section 6.1.11 of the city's land development code.

- (d) *Stormwater and other utility requirements.* Upon the recommendation of the director of public works, the mayor and board of aldermen may, in their discretion, allow modifications to the stormwater management requirements set forth in chapter 98 of the city's Code of Ordinances. The mayor and board of aldermen may also accept a dedication of a portion of the property for the purposes of extending utility services to the development and installing and maintaining necessary infrastructure to that end.

Sec. 22-194(c). - Failure to comply; penalties.

If an owner or developer fails to comply with any term or condition of an affordable housing designation or fails to maintain the agreed-upon percentage of affordable housing for the agreed-upon length of time, the mayor and board of aldermen may revoke the designation after allowing the applicant or its successor to address such failure at a regularly-scheduled board meeting.

Upon revocation, all waived or reduced fees, assessments, and/or bonds shall become immediately due and payable to the city by the applicant. The mayor and board of aldermen may, upon revocation, disclaim and abandon any infrastructure maintained by the city as a result of a designation.

Secs. 22-195—22-196. - Reserved.

Sec. 22-197. Affordable Housing Commission.

- A. Affordable Housing Commission established.** There is hereby established the affordable housing commission consisting of nine **voting** members appointed by the Mayor and approved by the Board of Aldermen. Members must be residents of Oxford or Lafayette County, or employed in organizations related to affordable housing in Lafayette County. Two positions shall be designated: a representative of the Oxford Housing Authority and a representative from a local nonprofit organization working to address affordable housing in the community.

The Mayor may also appoint, and approved by the Board of Aldermen, ex-officio (non-voting) members representing organizations also working toward affordable housing goals.

To the extent practicable, the majority of **voting** members shall work in an employed or volunteer capacity for organizations related to the field of housing, finance, or abatement of poverty.

1. **Terms, Appointment, and Communication.** Members of the Commission shall serve three-year staggered terms. [The first set of members shall be appointed for 1, 2, or 3 years terms that will be automatically renewed. Three will have 1 year terms, three will have 2 year terms, and three will have 3 year terms.] Vacancies shall be filled by appointment for the remaining unexpired term. Members shall serve without compensation; however, the city, if prior approval has been obtained by the mayor and board of aldermen, may pay certain expenses incurred by the Commission. The Commission may receive and communicate with the Mayor and Board of Aldermen or the County Board of Supervisors as it wishes.
2. **Officers, Meetings, Quorum, and Records.** Members of the Commission may select their own officers, which may include a chairman, vice-chairman, and secretary. Meetings of the Commission shall be held as determined by the Commission, but at least quarterly and shall be open to the public. A majority of the members (present in person or via a remote connection) shall constitute a quorum.

Summary minutes will be taken by the elected secretary. The records of attendance and all matters before the Commission shall be maintained, and a designated city staff person shall serve the Commission in a secretarial and/or liaison capacity.

3. **Sub-Committees.** The Commission is authorized to appoint, as necessary or desired, sub-committees to evaluate and research topics related to the need for affordable housing. Two special committees, the Advisory Committee and a Research Committee shall be created on an as-needed basis, as described below.
 - a. **Advisory Sub-Committee.** An advisory committee comprised of persons from a wide range of expertise related to the need for, creation of, and maintenance of affordable housing shall be created to meet on an as-needed basis at the discretion of the Commission to evaluate proposals related to furthering the purpose of creating and maintaining affordable housing from broad based perspectives. This committee shall be comprised of selected representatives (if available) from the following groups, as appropriate for the issues under consideration: NAACP, Lafayette County Planning Department, Oxford Planning Commission, Habitat for Humanity, University of Mississippi Housing Department, the Sigma LOU Group, a realtor, a housing developer, and a banker as desired by those representative groups.
 - b. **Research Sub-Committee.** The committee shall pursue research related to topics related to the need for affordable housing as directed by the Commission on an as-needed basis. This occasional Committee may be requested by the Commission to prepare statistical data necessary for updating the Affordable Housing Plan and may propose topics of research to the Commission. -

B. Activities and Products.

1.Reports. The Commission is empowered to from time to time produce reports which may include but are not limited to the following:

- a. **Affordable Housing Plan.** If directed by the Mayor and Board of Aldermen, or if desired by the Commission members, the commission shall work with city staff to prepare a comprehensive plan, or revisions to an existing plan, for affordable housing in Oxford and Lafayette County. This plan should include, at least, an assessment of the number of persons needing affordable housing, an inventory of the number and availability of affordable housing units, and options to pursue to increase the number of and maintenance of existing affordable housing units. The affordable housing plan shall be reviewed annually by the Commission to evaluate progress toward the goals in the plan. It is recommended that this plan be updated every five years.
 - b. **Updates to the City Comprehensive Plan.** When updates to the city comprehensive plan are directed by the mayor and board of aldermen, the commission shall work with city staff and the board of aldermen to make recommendations regarding updates to the portions of the city's comprehensive plan that relate to affordable housing within the city.
 - c. **As Requested.** In addition, the commission, when requested by the mayor and board of aldermen, shall consider, investigate, make findings, report, and recommend upon any matter within the scope of its jurisdiction.
2. **Increase of Affordable Housing Supply.** The Commission may recommend, through changes to codes or ordinances, through pursuit of grants or donations or within established or otherwise reasonable budgetary guidelines, to any appropriate city or county department, general or specific areas of the city where such proposal would increase the amount of affordable housing and maintenance of existing low-income housing. The Commission may develop strategies in association with city or county departments to enhance and increase and maintain the stock of affordable housing.
 3. **Education.** The affordable housing Commission is empowered to develop programs with the community organizations to educate children and adults about the need for and types of affordable housing.
 4. **Affordable Housing Trust Fund.** The Commission shall advise the Mayor and Board of Aldermen regarding implementation of Action Item 49, "Establish housing trust fund," of Vision 2037, Oxford's Comprehensive City Plan (adopted August 2, 2016), pursuant to the principles and policies set forth in that Comprehensive Plan.

C. Annual Update to Board of Aldermen. The Commission shall prepare and present at least once annually an update on the efforts of the Commission to the Board of Aldermen. This presentation may include, as appropriate, a review of the Affordable Housing Plan, recommended updates to the City's Comprehensive Plan related to affordable housing, data related to affordable housing supply, public comments, and any other content the Commission finds relevant regarding the City's efforts to increase the supply of affordable

housing. It may also include the results of any specific research requested by the Board of Aldermen. This presentation shall occur in July unless otherwise scheduled by the Board of Aldermen.

SECTION II. REPEALING CLAUSE

All ordinances or parts of ordinances in conflict herein shall be, and the same are hereby repealed.

SECTION III. EFFECTIVE DATE

All ordinances shall take effect and be in force as provided by law.

The above ordinance having being first reduced to writing and read and considered section by section at a public meeting or the governing authorities of the City of Oxford Mississippi on motion of Alderman _____, seconded by Alderman _____, and the roll being called, the same by the following votes:

| | |
|--------------------------|-------|
| Alderman Addy | voted |
| Alderman Huelse | voted |
| Alderman Hyneman | voted |
| Alderman Howell-Atkinson | voted |
| Alderman Taylor | voted |
| Alderman Bailey | voted |
| Alderman Morgan | voted |

APPROVED, this day the _____ of _____, 2021.

ROBYN TANNEHILL, MAYOR

ASHLEY ATKINSON, CITY CLERK

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, WITH REFERENCE TO FIXING THE TAX RATE OR LEVY FOR THE MUNICIPALITY AND FOR ANY OTHER AREA SUBJECT TO TAXES OF THE MUNICIPALITY AND IN THE OXFORD MUNICIPAL SEPARATE SCHOOL DISTRICT, IN ACCORDANCE WITH SECTION 21-33-45 OF THE MISSISSIPPI CODE OF 1972 AS AMENDED AND OTHER SECTIONS OF SAID CODE.

Be it resolved by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, that the tax rate or levy of the municipality of the City of Oxford, Mississippi, and of the Oxford Municipal Separate School District shall be for the following purposes and amounts:

CITY OF OXFORD – 2021-2022

| | Proposed Mill Rate | Authority |
|-------------------------------|-----------------------|---------------|
| General Fund | 22.35 | 21-33-45 |
| Parks & Recreation | 2.00 | 21-37-43 |
| Library | .74 | 39-3-7 |
| 2012 General Obligation | .94 | 21-33-45 |
| 2009 General Obligation | .74 | 21-33-45 |
| 2015 General Obligation | 1.38 | 21-33-45 |
| 2017A General Obligation | 1.10 | 21-33-45 |
| 2017B General Obligation | 1.07 | 21-33-45 |
| 2018A General Obligation | <u>.38</u> | 21-33-45 |
| Subtotal for Municipality | <u>30.70</u> | |
| School Bond & Interest | 10.51 | 37-59-1 |
| School Maintenance | <u>51.00</u> | 37-57-104-107 |
| Subtotal for Oxford School | <u>61.51</u> | |
| TOTAL MILLS FOR CITY & SCHOOL | <u>92.21</u> | |

The above and foregoing Resolution having been first been reduced to writing and read by the City Clerk of the said Board, considered section by section and then as a whole, and on the motion of Alderman _____, seconded by Alderman _____, it was adopted section by section and then as a whole, and the vote of the Aldermen for the passage thereof, was as follows:

| | |
|--------------------------|-------|
| Alderman Addy | voted |
| Alderman Huesle | voted |
| Alderman Hyneman | voted |
| Alderman Howell-Atkinson | voted |
| Alderman Taylor | voted |
| Alderman Bailey | voted |
| Alderman Morgan | voted |

Whereupon the Mayor declared the motion carried and the Resolution adopted, this the 7th day of September, 2021.

ROBYN TANNEHILL, MAYOR

ATTEST:

ASHLEY ATKINSON, CITY CLERK

**City of Oxford Municipal Budget
Fiscal Year 2021-2022
as adopted September 7, 2021**

| REVENUES General Fund | 2021-2022 Projected Revenues |
|-----------------------------------|------------------------------------|
| TAXES | |
| AD VALOREM TAX | \$ 10,213,900 |
| PARK COMM TAX LEVY | \$ 936,453 |
| LIBRARY TAX LEVY | \$ 347,000 |
| OVER 65 TAX REIMB | \$ 100,000 |
| IN LIEU OF TAXES | \$ 325,000 |
| PENALTIES & INTEREST | \$ 150,000 |
| UTILITY TAX | \$ 50,000 |
| Subtotal | \$ 12,122,353 |
| LICENSES AND PERMITS | |
| UTILITY PERMIT FEES | \$ 3,000 |
| PLANNING DEPT. INCOME | \$ 100,000 |
| PRIVILEGE LICENSE | \$ 70,000 |
| FRANCHISE CHARGES | \$ 800,000 |
| BLDG & ZONING | \$ 500,000 |
| KEG PERMITS | \$ 100 |
| TAXI PERMITS | \$ 500 |
| SPECIAL EVENT PERMITS | \$ 2,000 |
| Subtotal | \$ 1,475,600 |
| INTERGOVERNMENTAL REVENUES | |
| MUNICIPAL AID | \$ 28,000 |
| POLICE TRAINING | \$ 25,000 |
| SALES TAX-RENTAL CAR SETTLEMENT | \$ 25,000 |
| SALES TAX - REVENUE | \$ 10,890,173 |
| ABC LICENSES | \$ 125,000 |
| FIRE PROTECTION | \$ 114,000 |
| REIMB. STATE OF MS-GRANTS | \$ 435,000 |
| FEMA REIMBURSEMENTS RECEIVED | \$ 200,000 |
| U OF MS REIMB.-FOOTBALL | \$ 100,000 |
| COUNTY AD VALOREM TAX | \$ 1,300,000 |
| UNIV OF MISS FIRE PROTECTION | \$ 585,000 |
| OXFORD HOUSING AUTHORITY | \$ 60,000 |
| HOSPITAL ROW PAYMENT | \$ 3,039 |
| U OF MS INTERLOCAL PAYMENT | \$ 61,000 |
| SCHOOL RESOURCE OFFICER REIMB | \$ 350,000 |
| Subtotal | \$ 14,301,212 |
| GOVERNMENTAL SERVICES | |
| FNC PARKING LEASE PAYMENT | \$ 15,000 |
| DAMAGES ON TAX REDEMPTIONS | \$ 120,000 |
| FIRE INSPECTION FEES | \$ 5,000 |
| PUBLIC RECORDS REQUEST FEES | \$ 3,000 |
| INCOME FROM POLICE DEPT FEES | \$ 45,000 |
| INCOME FROM SWIM POOL | \$ 25,000 |
| SCHOOL COLLECTIONS | \$ 65,000 |
| Subtotal | \$ 278,000 |
| FINES AND FORFEITS | |
| COURT FINES/FORFEITS | \$ 450,000 |
| Subtotal | \$ 450,000 |
| MISCELLANEOUS | |
| INCOME FROM ANIMAL RESOURCE CTR | \$ 5,000 |
| MISCELLANEOUS | \$ 200,000 |
| INTEREST EARNED | \$ 226,535 |
| mTRADE PARK SPONSORSHIP | \$ 135,000 |
| mTRADE PARK CONCESSIONS | \$ 600,000 |
| mTRADE PARK RENTAL REVENUE | \$ 12,000 |
| mTRADE PARK GATE REVENUE | \$ 250,000 |
| Subtotal | \$ 1,428,535 |
| INTERFUND TRANSFERS | |
| TRANSFER-CEMETERY T/A | \$ 20,000 |
| TRANSFER WAT/SEW-GEN | \$ 800,000 |
| TRANSFER-REIMB ELEC | \$ 32,175 |
| TRANSFERS-2%-OPD Downtown Unit | \$ 500,000 |
| TAX EQUIVALENT-E/D | \$ 965,000 |
| TRANSFER-RSVP | \$ 20,000 |
| TRANSFER-\$30M TRUST PROCEEDS | \$ 1,034,500 |
| TRANSFER-PARKING DIV. REIM. | \$ 457,391 |
| TRANSFERS- T & A FUNDS | \$ 497,000 |
| TRANSFERS IN | \$ - |
| PROCEED FROM LONG TERM DEBT | \$ - |
| Subtotal | \$ 4,326,066 |
| GRAND TOTAL FOR REVENUES | \$ 34,420,566 |
| Beginning Cash Used | \$ 7,996,390 |
| Total | \$ 42,416,956 |

2021-2022 Budget
General Fund

2021-2022 Budgeted Figures
as of October 1, 2021

| Departments | Personnel Services | Supplies | Other Svcs. | Capital Outlay | Debt Service | Transfers & Other Charges | Total |
|--------------------------|-----------------------|---------------------|---------------------|---------------------|-------------------|------------------------------|----------------------|
| Legislative | \$ 173,708 | \$ 6,500 | \$ 16,000 | \$ 6,000 | \$ - | \$ - | \$ 202,208 |
| Judicial | \$ 377,848 | \$ 78,500 | \$ 165,700 | \$ 3,000 | \$ - | \$ - | \$ 625,048 |
| Executive | \$ 189,029 | \$ 2,500 | \$ 10,700 | \$ - | \$ - | \$ - | \$ 202,229 |
| Elections | \$ - | \$ - | \$ 10,000 | \$ - | \$ - | \$ - | \$ 10,000 |
| Financial Administration | \$ 476,984 | \$ 87,000 | \$ 206,400 | \$ 14,000 | \$ - | \$ - | \$ 784,384 |
| Human Resources | \$ 275,706 | \$ 40,500 | \$ 85,500 | \$ 2,500 | \$ - | \$ - | \$ 404,206 |
| Law | \$ - | \$ - | \$ 500,000 | \$ - | \$ - | \$ - | \$ 500,000 |
| Buildings & Grounds | \$ 1,288,027 | \$ 451,460 | \$ 18,540 | \$ 98,400 | \$ - | \$ - | \$ 1,856,427 |
| General Government | \$ 1,095,954 | \$ 226,500 | \$ 1,549,548 | \$ 130,000 | \$ 355,000 | \$ 400,000 | \$ 3,757,002 |
| Community Promotions | \$ - | \$ 50,000 | \$ 173,400 | \$ - | \$ - | \$ - | \$ 223,400 |
| Parking Division | \$ 225,191 | \$ 30,300 | \$ 138,000 | \$ 63,900 | \$ - | \$ - | \$ 457,391 |
| Police Dept. | \$ 7,640,782 | \$ 620,280 | \$ 823,101 | \$ 685,201 | \$ 105,000 | \$ - | \$ 9,874,364 |
| Fire Dept. | \$ 5,622,752 | \$ 227,490 | \$ 150,290 | \$ 116,588 | \$ 250,704 | \$ - | \$ 6,367,824 |
| Emergency Mgmt. | \$ 87,045 | \$ 31,200 | \$ 48,900 | \$ 29,901 | \$ - | \$ - | \$ 197,046 |
| Weed & Grass Control | \$ 311,122 | \$ 16,500 | \$ 35,000 | \$ 15,000 | \$ - | \$ - | \$ 377,622 |
| Cemetery Maint. | \$ 226,465 | \$ 11,500 | \$ 5,500 | \$ 15,000 | \$ - | \$ - | \$ 258,465 |
| Parks & Recreation | \$ 1,177,317 | \$ 74,100 | \$ 284,500 | \$ 192,500 | \$ - | \$ - | \$ 1,728,417 |
| Swimming Pool | \$ 63,880 | \$ 76,500 | \$ 27,000 | \$ - | \$ - | \$ - | \$ 167,380 |
| RSVP | \$ 188,788 | \$ 11,600 | \$ 33,900 | \$ 1,500 | \$ - | \$ - | \$ 235,788 |
| mTrade Park | \$ 690,409 | \$ 570,450 | \$ 363,500 | \$ 104,437 | \$ - | \$ 116,666 | \$ 1,845,462 |
| Library | \$ - | \$ - | \$ 347,000 | \$ - | \$ - | \$ - | \$ 347,000 |
| City Garage | \$ 600,818 | \$ 498,550 | \$ 28,500 | \$ 188,800 | \$ - | \$ - | \$ 1,316,668 |
| Animal Resource Center | \$ 394,730 | \$ 191,000 | \$ 179,500 | \$ 12,000 | \$ - | \$ - | \$ 777,230 |
| TOTALS | \$ 21,106,555 | \$ 3,302,430 | \$ 5,200,479 | \$ 1,678,727 | \$ 710,704 | \$ 516,666 | \$ 32,515,561 |

ENVIRONMENTAL SVCS

| | 2021-2022 Projected Revenues | 2020-2021 YTD @ 9/22/2021 Totals |
|--------------------------------|------------------------------------|--|
| Penalties & Interest | \$ 31,500 | \$ - |
| Reimb.-Transfer Station | \$ 80,000 | \$ - |
| Sanitation Charges | \$ 4,836,563 | \$ - |
| Waste Disposal | \$ 25,000 | \$ - |
| Miscellaneous | \$ 100,000 | \$ - |
| Income from Recycling | \$ 125,000 | \$ - |
| Grandtotal for Revenues | \$ 5,198,063 | \$ - |
| Beginning Cash Used | \$ 540,547 | |
| Total | \$ 5,738,610 | |

**2021-2022 Budget
ENVIRONMENTAL SVCS**

**2021-2022 Budgeted Figures
as of October 1, 2021**

| Departments | Personnel Services | Supplies | Other Svcs. | Capital Outlay | Debt Service | Total |
|--------------------|-------------------------------|-------------------|---------------------|---------------------------|-------------------------|---------------------|
| Sanitation-Admin. | \$ 360,443 | \$ 318,000 | \$ 62,000 | \$ 575,000 | \$ 562,000 | \$ 1,877,443 |
| Street Cleaning | \$ 235,551 | \$ 4,500 | \$ - | \$ 2,000 | \$ - | \$ 242,051 |
| Waste Collection | \$ 700,663 | \$ 145,500 | \$ 130,000 | \$ - | \$ - | \$ 976,163 |
| Waste Disposal | \$ 256,658 | \$ 53,000 | \$ 902,000 | \$ - | \$ - | \$ 1,211,658 |
| Rubbish Collection | \$ 592,851 | \$ 95,500 | \$ 25,000 | \$ - | \$ - | \$ 713,351 |
| Recycling | \$ 386,444 | \$ 68,000 | \$ 61,500 | \$ 202,000 | \$ - | \$ 717,944 |
| Totals | \$ 2,532,610 | \$ 684,500 | \$ 1,180,500 | \$ 779,000 | \$ 562,000 | \$ 5,738,610 |

DEVELOPMENT SERVICES

| | 2021-2022 Projected Revenues | 2020-2021 YTD @ 9/22-2021 Totals |
|--------------------------------|------------------------------------|--|
| Transfers In | \$ 38,800 | \$ - |
| Grandtotal for Revenues | \$ 38,800 | \$ - |
| Beginning Cash Used | \$ 9,862,595 | |
| Total | \$ 9,901,395 | |

**2021-2022 Budget
ENVIRONMENTAL SVCS**

**2021-2022 Budgeted Figures
as of October 1, 2021**

| <u>Departments</u> | Personnel Services | Supplies | Other Svcs. | Capital Outlay | Transfers Out | Total |
|---------------------|-----------------------|---------------------|---------------------|---------------------|-------------------|---------------------|
| Administration | \$ 190,605 | \$ 17,255 | \$ 2,820 | \$ 7,800 | \$ - | \$ 218,480 |
| Engineering | \$ 533,894 | \$ 33,500 | \$ 29,900 | \$ 17,000 | \$ - | \$ 614,294 |
| Planning Department | \$ 387,866 | \$ 94,500 | \$ 44,500 | \$ 57,500 | \$ - | \$ 584,366 |
| Building Department | \$ 324,534 | \$ 22,800 | \$ 29,300 | \$ 53,008 | \$ - | \$ 429,642 |
| Street Department | \$ 774,196 | \$ 1,803,800 | \$ 1,000,400 | \$ 3,686,147 | \$ 790,070 | \$ 8,054,613 |
| Totals | \$ 2,211,095 | \$ 1,971,855 | \$ 1,106,920 | \$ 3,821,455 | \$ 790,070 | \$ 9,901,395 |

Water & Sewer Revenue

| | 2021-2022 Projected Revenues | 2020-2021 YTD @ 9/22/2021 Totals |
|--------------------------------|------------------------------------|--|
| UTILITY SERVICES | | |
| Water Sales | \$ 5,225,000 | \$ - |
| Service Connections | \$ 315,000 | \$ - |
| Sewer Charges | \$ 4,975,000 | \$ - |
| Interest Income | \$ 20,000 | \$ - |
| Miscellaneous | \$ 2,275,000 | \$ - |
| Penalties & Service Charges | \$ 65,000 | \$ - |
| Grandtotal for Revenues | \$ 12,875,000 | \$ - |
| Beginning Cash | \$ 4,787,065 | |
| Total | \$ 17,662,065 | |

**2021-2022 Budget
Water & Sewer**

| Departments | 2021-2022 Budgeted Figures as of October 1, 2021 | | | | | | |
|-----------------------------|---|---------------------|---------------------|---------------------|---------------------|------------------------------|----------------------|
| | Personnel Services | Supplies | Other Svcs. | Capital Outlay | Debt Service | Transfers & Other Charges | Total |
| Admin. & General | \$ 426,500 | \$ 37,000 | \$ 108,500 | \$ 61,000 | \$ 2,737,550 | \$ 800,000 | \$ 4,170,550 |
| Finance & Customer | \$ - | \$ - | \$ 750,000 | \$ - | \$ - | \$ - | \$ 750,000 |
| Transmission & Distribution | \$ 490,500 | \$ 446,000 | \$ 162,250 | \$ 3,141,342 | \$ - | \$ - | \$ 4,240,092 |
| Treatment & Purification | \$ 837,500 | \$ 412,000 | \$ 538,400 | \$ 1,686,000 | \$ - | \$ - | \$ 3,473,900 |
| Source of Supply | \$ 179,500 | \$ 334,500 | \$ 586,250 | \$ 2,445,000 | \$ - | \$ - | \$ 3,545,250 |
| Sanitary Sewer Lines | \$ 304,250 | \$ 111,000 | \$ 46,200 | \$ 596,000 | \$ - | \$ - | \$ 1,057,450 |
| \$12.4M Revenue Bonds-2019 | \$ - | \$ - | \$ - | \$ 424,823 | \$ - | \$ - | \$ 424,823 |
| Totals | \$ 2,238,250 | \$ 1,340,500 | \$ 2,191,600 | \$ 8,354,165 | \$ 2,737,550 | \$ 800,000 | \$ 17,662,065 |

2021-2022 Budget
Other Funds

2021-2022 Budgeted Figures
as of October 1, 2021

| Fund Name | Revenue | Personnel | Supplies | Other Svcs. | Capital Outlay | Debt Service | Transfers Out | Expenses Total |
|---|-------------------------|------------------------|------------------------|------------------------|-------------------------|------------------------|------------------------|-------------------------|
| 015 BMH-NIMS Sale Proceeds/Comm. Health F | \$ 25,000 | \$ - | \$ - | \$ 25,000 | \$ - | \$ - | \$ - | \$ 25,000 |
| 100 MDJ Unit Fund | \$ 471,000 | \$ 427,583 | \$ 44,000 | \$ 88,200 | \$ 3,500 | \$ - | \$ - | \$ 561,283 |
| 105 Fed. Seized Funds-US Marshalls | \$ 10,000 | \$ - | \$ - | \$ 5,000 | \$ 15,000 | \$ - | \$ - | \$ 20,000 |
| 110 Metro Narcotics-Seized Funds | \$ 10,638 | \$ - | \$ - | \$ - | \$ 10,638 | \$ - | \$ - | \$ 10,638 |
| 230 2009 GO Bonds | \$ 388,975 | \$ - | \$ - | \$ - | \$ - | \$ 347,075 | \$ - | \$ 347,075 |
| 240 2012 GO Bonds | \$ 444,631 | \$ - | \$ - | \$ - | \$ - | \$ 438,361 | \$ - | \$ 438,361 |
| 245 CNT Commons Spec. Asseem.-2014 | \$ 128,662 | \$ - | \$ - | \$ - | \$ - | \$ 128,662 | \$ - | \$ 128,662 |
| 250 2015 GO Refl. 04 & 07 | \$ 656,319 | \$ - | \$ - | \$ - | \$ - | \$ 646,569 | \$ - | \$ 646,569 |
| 250 2015 GO Refl. 04 & 07 | \$ 509,300 | \$ - | \$ - | \$ - | \$ - | \$ 501,800 | \$ - | \$ 501,800 |
| 260 2017B \$7.5M GO Bond | \$ 507,500 | \$ - | \$ - | \$ - | \$ - | \$ 500,050 | \$ - | \$ 500,050 |
| 265 2018A \$2.7M GO Bond | \$ 182,845 | \$ - | \$ - | \$ - | \$ - | \$ 179,845 | \$ - | \$ 179,845 |
| 270 2018B \$9.95M GO Bond | \$ 889,050 | \$ - | \$ - | \$ - | \$ - | \$ 689,050 | \$ - | \$ 689,050 |
| 275 2018C \$1.060M GO Bond | \$ 129,125 | \$ - | \$ - | \$ - | \$ - | \$ 129,125 | \$ - | \$ 129,125 |
| 280 2019 \$4M TIF Bonds | \$ 401,050 | \$ - | \$ - | \$ - | \$ - | \$ 401,050 | \$ - | \$ 401,050 |
| 602 Cemetery Trust Funds | \$ 20,000 | \$ - | \$ 20,000 | \$ 5,000 | \$ - | \$ - | \$ 20,000 | \$ 45,000 |
| 610 DARE Funds | \$ 20,000 | \$ - | \$ 20,500 | \$ 8,500 | \$ 7,000 | \$ - | \$ - | \$ 36,000 |
| 611 Tourism Tax | \$ 440,000 | \$ - | \$ - | \$ 440,000 | \$ - | \$ - | \$ - | \$ 440,000 |
| 613 Homeland Security Grant Funds | \$ 10,000 | \$ 15,006 | \$ 7,800 | \$ 1,500 | \$ - | \$ - | \$ - | \$ 24,106 |
| 618 Homeland Security Grant Funds | \$ 10,000 | \$ - | \$ - | \$ 35,000 | \$ - | \$ - | \$ - | \$ 35,000 |
| 619 Trust & Agency-Misc. | \$ 228,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 485,000 | \$ 46,000 |
| 620 Forestry Grant Funds | \$ 20,000 | \$ - | \$ - | \$ 46,000 | \$ - | \$ - | \$ - | \$ 46,000 |
| 622 Woodlawn Park Pool | \$ 35,000 | \$ - | \$ - | \$ - | \$ 40,000 | \$ - | \$ - | \$ 40,000 |
| 623 Crime Prevention Funds | \$ 5,000 | \$ - | \$ 1,500 | \$ 1,200 | \$ - | \$ - | \$ - | \$ 2,700 |
| 625 Adm fee- court dept | \$ 30,000 | \$ - | \$ - | \$ 71,000 | \$ - | \$ - | \$ - | \$ 71,000 |
| 628 Tennis Sponsorships | \$ 25,000 | \$ - | \$ - | \$ 15,000 | \$ 10,000 | \$ - | \$ - | \$ 25,000 |
| 631 Mounted Patrol | \$ 5,000 | \$ - | \$ 2,000 | \$ - | \$ - | \$ - | \$ - | \$ 2,000 |
| 632 OPD DUI Grant-405D funds | \$ 581,449 | \$ 286,785 | \$ 123,240 | \$ 254,143 | \$ - | \$ - | \$ - | \$ 581,449 |
| 633 OPD Alcohol Grant 154 Funds | \$ 123,240 | \$ 114,748 | \$ 2,889 | \$ 5,603 | \$ - | \$ - | \$ - | \$ 123,240 |
| 634 Fire Prevention/Smoke Detector Fund | \$ 3,000 | \$ - | \$ 2,889 | \$ 3,000 | \$ - | \$ - | \$ - | \$ 3,000 |
| 635 OPD Traffic Services Grant 402 Funds | \$ 14,599 | \$ 14,599 | \$ - | \$ - | \$ 600,000 | \$ - | \$ - | \$ 600,000 |
| 639 Infrastructure/Maintenance-MIMA | \$ 800,000 | \$ - | \$ 250,000 | \$ - | \$ - | \$ - | \$ - | \$ 850,000 |
| 640 REDAW. Oxford Loop Extn. Proj. | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,767,590 | \$ 1,767,590 |
| 642 REDAW. Sisk Ave. Extn. Proj. | \$ - | \$ - | \$ - | \$ - | \$ 500,000 | \$ - | \$ 106,510 | \$ 500,000 |
| 646 Oxford Square Park Project-SB2971 | \$ 500,000 | \$ - | \$ - | \$ - | \$ 500,000 | \$ - | \$ - | \$ 500,000 |
| 647 Intersection Improvements Escrow | \$ 6,433,577 | \$ - | \$ - | \$ - | \$ 9,279,103 | \$ - | \$ - | \$ 9,279,103 |
| 648 Capital Project-SB3048 | \$ 11,510 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 394 | \$ 394 |
| 649 Riverside Maintenance Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 650 New OFD Commons Station Project | \$ 300,000 | \$ - | \$ - | \$ - | \$ 468,271 | \$ - | \$ - | \$ 468,271 |
| 653 O.U.T-Oxford Transit Grant Funds | \$ 5,185,662 | \$ 2,640,928 | \$ 728,340 | \$ 543,000 | \$ 1,273,394 | \$ - | \$ - | \$ 5,185,662 |
| 662 Pool Escrow | \$ - | \$ - | \$ - | \$ - | \$ 500,000 | \$ - | \$ - | \$ 500,000 |
| 667 C.G. Grant/Archives & History | \$ 7,500 | \$ - | \$ - | \$ 7,500 | \$ - | \$ - | \$ - | \$ 7,500 |
| 670 Unemployment Comp | \$ 400,000 | \$ 45,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 45,000 |
| 675 North Lamar Park Project | \$ - | \$ - | \$ 5,000 | \$ 10,000 | \$ - | \$ - | \$ - | \$ 15,000 |
| 677 American Rescue Plan-ARP Funds | \$ 3,456,828 | \$ - | \$ - | \$ - | \$ 6,913,667 | \$ - | \$ - | \$ 6,913,667 |
| 679 RSVF 5310 Grant-County Transit | \$ 57,084 | \$ 57,084 | \$ 800 | \$ 3,000 | \$ 7,000 | \$ - | \$ 12,000 | \$ 6,913,667 |
| 681 Medical Reserve Corp. Funds | \$ - | \$ - | \$ 7,000 | \$ - | \$ - | \$ - | \$ - | \$ 7,000 |
| TBD OEP-Phlebotomy Grant | \$ 40,000 | \$ - | \$ - | \$ 40,000 | \$ - | \$ - | \$ - | \$ 40,000 |
| 686 TIF Escrow-The Lamar | \$ 11,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 687 TIF Escrow-Oxford Farms | \$ 10,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 689 \$30M Trust Proceeds Revord. | \$ 1,081,224 | \$ - | \$ 30,000 | \$ - | \$ 210,000 | \$ - | \$ - | \$ 1,478,644 |
| 691 EMSOF Grant | \$ 15,800 | \$ - | \$ 15,800 | \$ - | \$ - | \$ - | \$ - | \$ 15,800 |
| 694 Tree Escrow Fund | \$ 25,000 | \$ - | \$ - | \$ 110,000 | \$ - | \$ - | \$ - | \$ 110,000 |
| 696 Historic Homes Fund | \$ 193,887 | \$ 17,000 | \$ 14,834 | \$ 57,900 | \$ 65,383 | \$ - | \$ 38,800 | \$ 193,887 |
| 726 Conference Center | \$ 1,218,639 | \$ 497,661 | \$ 273,400 | \$ 462,930 | \$ 623,331 | \$ - | \$ - | \$ 1,397,342 |
| 727 2% Food & Beverage Funds | \$ 3,446,240 | \$ - | \$ - | \$ 3,277,255 | \$ 165,000 | \$ - | \$ 274,144 | \$ 4,176,399 |
| 729 Parking Division Revenue | \$ 983,288 | \$ - | \$ 50,000 | \$ - | \$ - | \$ - | \$ 1,190,346 | \$ 1,240,346 |
| TOTALS | \$ 30,529,732.00 | \$ 4,116,394.00 | \$ 1,513,994.00 | \$ 5,573,751.00 | \$ 20,691,247.00 | \$ 3,961,607.00 | \$ 5,133,428.42 | \$ 41,698,410.42 |

ORDINANCE NO. 2021- __

AN ORDINANCE AMENDING SECTION 2-25 OF THE CODE OF ORDINANCES OF THE CITY OF OXFORD, THE MAYOR AND BOARD OF ALDERMEN – COMPENSATION

BE IT ORDINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI:

SECTION I. Chapter 2 Section 2 shall be amended as follows:

Sec. 2-25. - Same—Compensation.

- (a) The compensation of all officers and employees of the city appointed by the mayor and board of aldermen shall be as prescribed by the mayor and board of aldermen from time to time.
- (b) The annual salary of the Mayor and each alderman shall be set as a line item in the annual budget of the City of Oxford by a motion and majority vote.
- (c) In addition to the requirement to (b) above and at least one year prior to the election of a new administration, the mayor and board of aldermen shall meet in open session to consider the appropriate level of construction compensation for the next administration.
- (d) During any consideration for change of any compensation under section (b) or (c) above, the mayor and board shall take into consideration pay rate increases for other city employees, the consumer price index, compensation paid to elected officials in comparable communities, and any other factor the board and mayor consider pertinent. This subsection does not impose any obligation upon the board and mayor other than to review, at least once every four years, the level of compensation paid to elected officials.

SECTION II. Repealing Clause. All ordinances or parts of ordinances in conflict herewith shall be, and the same are hereby, repealed.

SECTION III. Effective Date. This ordinance shall take effect and be in force as provided by law.

The above Ordinance, having been first reduced to writing and read and considered, section by section at a public meeting by the governing authorities of the City of Oxford, Mississippi, on motion of Alderman _____, seconded by Alderman _____, and the roll being called, the same adopted by the following votes:

Alderman Addy _____
Alderman Huelse _____
Alderman Hyneman _____
Alderman Howell-Atkinson _____
Alderman Taylor _____
Alderman Bailey _____
Alderman Morgan _____

Whereupon, the ordinance having received a majority of the affirmative votes, the Mayor declared that the Ordinance had been passed and adopted on this the __ day of _____, 2021.

City of Oxford, Mississippi

By: _____

Robyn Tannehill, Mayor

Attest:

Ashley Atkinson, City Clerk



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Oxford Police Department

Date: September 7, 2021

Re: Request for Extended Work Hours for Striping

Southern General Contractors, LLC has requested permission to work on Sundays to complete striping of crosswalks on various City streets. This is the third request that Staff has presented to the Board but the work has not been completed due to weather conflicts. Staff is now requesting consideration of permission for any Sunday that OPD determines is appropriate. If permission is granted, Staff will coordinate with OPD to ensure there are no conflicts with planned events in Oxford. Work will be completed by 10 AM and the contractor will ensure there are no conflicts with church services in the area. This work is part of a city-wide effort to refresh traffic markings and improve safety for all users.

Staff recommends approval of the request for Southern General Contractors, LLC to work on Sundays to complete striping on various City streets pending approval by Oxford Police Department each week.



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities

Date: September 7, 2021

Re: Consider Change Order Number 1 for contract time on Slack Road Lift Station Improvement project

Staff requests consideration of Change Order Number 1 for eighty-four (84) days of additional contract time for the Slack Road Lift Station Improvement project. The contract was awarded March 16, 2021 and the equipment was ordered on April 12, 2021 according to documents provided by the contractor. The equipment was shipped on July 21, 2021. The Project Engineer has estimated that the standard production and delivery time would have been around 21 days, which amounts to 63 days of delay for the production and delivery. This is consistent with delays experienced on other construction projects and in increasing numbers when our own Street Department has ordered supplies. There has also been a delay in the installation of the necessary electrical which accounts for an additional 3 weeks of time. The contractor has requested and the Project Engineer has recommended the addition of 84 days of contract time which revises the substantial completion date to October 18, 2021.

Staff recommends that the Board approve Change Order Number 1 with Brocato Construction Co. Inc. for 84 days additional days of contract time on the Slack Road Lift Station Improvement project.

DRAFT AIA® Document G701™ - 2017

Change Order

PROJECT: (Name and address)
Slack Road Lift Station Removal and Replacement

CONTRACT INFORMATION:
Contract For: Slack Road Lift Station Removal and Replacement
Date: 4-14-2021

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 9-02-2021

OWNER: (Name and address)
The City of Oxford
107 Courthouse Square
Oxford, MS 38655
(662) 232-2306

ARCHITECT: (Name and address)
Precision Engineering Corporation
276 CR 101
Oxford, MS 38655

CONTRACTOR: (Name and address)
Brocato Construction, Inc.
P.O. Box 627
1847 Brewer Rd.
Batesville, MS 38606

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be increased by Eighty four (84) days.
The new date of Substantial Completion will be 10-18-21

| | |
|----|------------|
| \$ | 108,526.95 |
| \$ | 0.00 |
| \$ | 108,526.95 |
| \$ | 0.00 |
| \$ | 108,526.95 |

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Precision Engineering Corporation

ARCHITECT (Firm name)

Brocato Construction, Inc.

CONTRACTOR (Firm name)

City of Oxford

OWNER (Firm name)

SIGNATURE

Paul Koshenina, President

PRINTED NAME AND TITLE

DATE

SIGNATURE

Chris Brocato, President

PRINTED NAME AND TITLE

DATE

SIGNATURE

Reanna Mayoral, City Engineer

PRINTED NAME AND TITLE

DATE



Brocato Construction Co., Inc.

- Utility Construction
- Road Boring
- Heavy Equipment
- Pipe Line Construction

Chris Brocato, President
P.O. Box 627
Batesville, MS 38606

Office: 662-563-4473
Fax: 662-563-4750
brocatoconst@att.net

September 1, 2021

City of Oxford
Slack Road Lift Station -
Removal & Replacement

Re: Change Order

Due to COVID -19 and other circumstances beyond our control, we are asking for additional time. Production and delivery of the wet well took a lot longer than normal and there was a delay on getting the 3 phase electrical hooked-up. We apologize for the inconvenience and hope to have this project completed as early as possible.

Sincerely,

Chris Brocato
President

CTB/lmh



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities

Date: September 7, 2021

Re: Change Order Number 7-- Highway 314 Sewer Project

Staff requests consideration of Change Order number 7 for the Highway 314 Lift Station Improvements and Davidson Creek Sewer Extension project in the amount of \$69,450.34. The change order adjusts final quantities but is primarily related to the extensive dewatering required on the project. A summary is attached that lists all items and adjustments. Staff requests consideration of partnering with the contractor in the amount of 1/3 of the additional dewatering costs encountered on the project beyond what was estimated. The project engineer has provided a letter of recommendation in addition to the contractor's letter of request. The impact of rainfall on this project has been a topic of discussion multiple times. Since the project began in 2018, there have been five (5) disaster declarations and an additional 2 local flood events that did not meet the requirements for a disaster declaration but had tremendous impacts in our area. A summary of the rainfall since 2015 compared to the "normal" rainfall amounts is included with this memo. This summary shows that we were experiencing below normal rainfall in the two years leading up to the start of work (2016, 2017). The project was let in July 2018, which is around the time when this period of historic rainfall began in Oxford. In 2019 when the majority of the work was scheduled to occur, we received 17.9" of rainfall above the "normal" amount. In 2020, 15.3" above normal. To date, we are 10.2" above normal in 2022. Staff feels that the below normal rainfall leading up to the start of work may have been reflective in the lower groundwater observed when the test pits were dug and observed by both the prime contractor and the dewatering contractor in early 2018. While it is the contractor's responsibility and risk when bidding a project including all of the unknowns, Staff feels consideration should be given to partner with the contractor given the documented extraordinary circumstances of this project. The contractor has also noted several portions of contract language that he feels supports his request.

Staff recommends approval of Change Order number 7 with Eubanks Construction in the amount of \$69,450.34.

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

276 County Road 101
Oxford, MS 38655
Phone 662-234-8539
Fax 662-234-8639
oxford@pecorpms.com



Land Planning/Subdivisions
Road and Bridge Design
Utility System Design
Materials Testing

511 Moss Hill Drive
New Albany, MS 38652
Phone 662-534-6205
Fax 662-534-6801
newalbany@pecorpms.com

September 1, 2021

Mrs. Reanna Mayoral, P.E.
City Engineer
City of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: Change Order No. 7
Hwy 314 Lift Station Improvements & Davidson Creek Sewer Extension

Dear Reanna,

Attached is a copy of AIA Document G701 – Change Order No. 7. The total Contract Sum has been altered by Change Order No. 7, and we are recommending approval of an increase of **\$69,450.34** for a new Contract Sum of **\$3,377,995.84**. The increase requested by Change Order No. 7 is a result of poor working conditions specifically related to excessive groundwater encountered during construction and the increased effort required to dewater these areas to make completion of the project possible. Change Order No. 7 also adjusts final quantities to close out the project.

We have had extensive discussions with your office, Eubank Construction, our geotechnical engineers and our on site inspectors and have reviewed the request for additional payment for this dewatering effort (please see attached). While it is very difficult to quantify the appropriate cost to approve for this effort, our opinion is that a project of this nature is a partnership between the Owner and Contractor and, based on our discussions and the information available we believe it is fair to approve payment for a portion of the increased cost documented by Eubank.

It is worth noting that we, with Oxford Engineering Dept. assistance, have reviewed historical rainfall data for the last several years and it is apparent that rainfall for at least two years leading up to the advertisement and award of this project was at or below historic averages but during the nearly two years of construction effort, rainfall was significantly higher in the range of 20 inches above historical yearly averages.

During the bid process, subsurface boring data was provided to the bidders and test pits were dug to allow firsthand observation of the groundwater conditions. It was made very clear that groundwater would be a significant challenge for this project and every effort was made to provide information to make that clear. Any contractor accepts financial risk with a project and some construction sites are more prone to risk than others. While we believe Eubank and their dewatering subcontractors must bear responsibility for a portion of these claimed expenses, we also believe it is fair to recommend the Owner contribute as a partner in the project and the process.

VISIT US AT:
WWW.PECORPMS.COM

Geotechnical Engineering
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276 County Road 101
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newalbany@pecorpms.com

Our recommendation is to approve payment of one-third of the requested additional expenses as provided by Eubank. This would equate to a contract increase of \$74,075.27 related to the dewatering effort. With other miscellaneous deductions to the contract this results in a total contract increase of \$69,450.34.

Please let me know if you have any questions or need any additional information.

Sincerely,

Paul Koshenina, P.E.
President/CEO
Precision Engineering Corporation

VISIT US AT:
WWW.PECORPMS.COM

CHANGE ORDER SUMMARY
ISSUED - 9/2/21
FOR
HWY 314 LIFT STATION IMPROVEMENTS
AND DAVIDSON CREEK SEWER EXTENSION
CITY OF OXFORD, MISSISSIPPI

| ITEM NO | DESCRIPTION OF ITEM | QUANTITIES APPROVED BY CO#6 | FINAL QUANTITIES | UNIT | UNIT PRICE | CO#6 CONTRACT TOTAL | FINAL COST (PAYMENT #26) | NET INCREASE TO CONTRACT | NET DECREASE TO CONTRACT |
|---------|---|-----------------------------|------------------|------------|--------------|---------------------|--------------------------|--------------------------|--------------------------|
| 1 | MOBILIZATION | 1.0 | 1.00 | L.S. | \$105,000.00 | \$105,000.00 | \$105,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 2 | TRAFFIC CONTROL | 1.0 | 1.00 | LS | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 3 | TRENCH SAFETY (>5' DEPTH) | 1.0 | 1.00 | LS | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 4 | SELECT BACKFILL (MISC. LOCATIONS) | 4345.00 | 3875.00 | C.Y. (LVM) | \$18.00 | \$78,210.00 | \$69,750.00 | \$0.00 | (\$8,460.00) |
| FOR | | | | | | | | | |
| 5 | BEDDING MATERIAL | 3680.34 | 3640.75 | C.Y. | \$50.00 | \$184,017.00 | \$182,037.50 | \$0.00 | (\$1,979.50) |
| FOR | | | | | | | | | |
| 6 | EROSION CONTROL | 1.00 | 1.00 | L.S. | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 7 | CLEARING OF TREES IN SEWER EASEMENTS | 1.00 | 1.00 | L.S. | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 8 | BENNETT #1 LIFT STATION DEMO / TEMP. BY PASS | 1.00 | 1.00 | L.S. | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 9 | BENNETT #2 LIFT STATION DEMO / TEMP. BY PASS | 1.00 | 1.00 | L.S. | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 10 | FNC LIFT STATION / EXISTING FNC LIFT STATION DEMO / TEMP. BY PASS | 1.00 | 1.00 | L.S. | \$315,000.00 | \$315,000.00 | \$315,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 11 | PROPOSED 48" DIA. SEWER MANHOLE (0'-6') | 44.00 | 44.00 | EA. | \$2,600.00 | \$114,400.00 | \$114,400.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 12 | PROPOSED 48" DIA. SEWER MANHOLE (>6') | 272.75 | 265.45 | V.F. | \$150.00 | \$40,912.50 | \$39,817.50 | \$0.00 | (\$1,095.00) |
| FOR | | | | | | | | | |
| 13 | TIE TO EXISTING SMH | 5.00 | 5.00 | EA. | \$2,000.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 14 | AIR RELEASE VALVES | 4.00 | 4.00 | EA. | \$4,000.00 | \$16,000.00 | \$16,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 15 | 14" C900 DR25 (CL165) FORCE MAIN (OPEN CUT) | 12978.00 | 12892.00 | L.F. | \$30.00 | \$389,340.00 | \$386,760.00 | \$0.00 | (\$2,580.00) |
| FOR | | | | | | | | | |
| 16 | 10" SDR 26 PVC GRAVITY MAIN | 217.42 | 217.00 | L.F. | \$48.00 | \$10,436.00 | \$10,416.00 | \$0.00 | (\$20.00) |
| FOR | | | | | | | | | |
| 17 | 18" SDR 26 PVC GRAVITY MAIN (OPEN CUT) (0'-6') | 3800.00 | 3800.00 | L.F. | \$90.00 | \$342,000.00 | \$342,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 18 | 18" SDR 26 PVC GRAVITY MAIN (OPEN CUT) (6'-10') | 2376.00 | 2376.00 | L.F. | \$98.00 | \$232,848.00 | \$232,848.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |

PREPARED BY:
PRECISION ENGINEERING CORP.

CHANGE ORDER SUMMARY
ISSUED - 9/2/21
FOR
HWY 314 LIFT STATION IMPROVEMENTS
AND DAVIDSON CREEK SEWER EXTENSION
CITY OF OXFORD, MISSISSIPPI

| ITEM NO | DESCRIPTION OF ITEM | QUANTITIES APPROVED BY CO#6 | FINAL QUANTITIES | UNIT | UNIT PRICE | CO#6 CONTRACT TOTAL | DOLLAR AMOUNT ALLOWED TO DATE | NET INCREASE TO CONTRACT | NET DECREASE TO CONTRACT |
|---------|--|-----------------------------|------------------|------|-------------|-------------------------------|-------------------------------|--------------------------|--------------------------|
| 19 | 18" SDR 26 PVC GRAVITY MAIN (OPEN CUT) (10'-14') | 2515.0 | 2515.0 | L.F. | \$110.00 | \$276,650.00 | \$276,650.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 20 | 18" SDR 26 PVC GRAVITY MAIN (OPEN CUT) (14'-16') | 1222.0 | 1222.0 | L.F. | \$150.00 | \$183,300.00 | \$183,300.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 21 | 18" SDR 26 PVC GRAVITY MAIN (OPEN CUT) (>16') | 376.0 | 376.0 | L.F. | \$180.00 | \$67,680.00 | \$67,680.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 22 | DUCTILE IRON MECHANICAL JOINT FITTINGS | 4941.0 | 4964.0 | LBS. | \$6.00 | \$29,646.00 | \$29,784.00 | \$138.00 | \$0.00 |
| FOR | | | | | | | | | |
| 23 | 14" DR 11 HDPE (FUSED JOINT HDPE) (UNCASED BORE) | 2128.0 | 2128.0 | L.F. | \$140.00 | \$297,920.00 | \$297,920.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 24 | 18" DR 17 HDPE (FUSED JOINT HDPE) (UNCASED BORE) | 880.0 | 880.0 | L.F. | \$280.00 | \$246,400.00 | \$246,400.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 25 | 10" DR 17 HDPE (FUSED JOINT HDPE) (UNCASED BORE) | 287.0 | 287.0 | L.F. | \$215.00 | \$61,705.00 | \$61,705.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 26 | 18" STEEL CASING PIPE (BITUMINOUS COATING) | 290.0 | 290.0 | L.F. | \$110.00 | \$31,900.00 | \$31,900.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 27 | 24" STEEL CASING PIPE (BITUMINOUS COATING) | 170.0 | 170.0 | L.F. | \$138.00 | \$23,460.00 | \$23,460.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 28 | 12" HDPE N12 STORM DRAIN REPLACEMENT | 0.0 | 0.0 | L.F. | \$15.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 29 | 18" HDPE N12 STORM DRAIN REPLACEMENT | 0.0 | 0.0 | L.F. | \$20.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 30 | 24" HDPE N12 STORM DRAIN REPLACEMENT | 0.0 | 0.0 | L.F. | \$30.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 31 | PAVEMENT REMOVAL (ASPHALT) | 114.0 | 146.0 | S.Y. | \$10.00 | \$1,140.00 | \$1,460.00 | \$320.00 | \$0.00 |
| FOR | | | | | | | | | |
| 32 | PAVEMENT REPLACEMENT (2" ASPHALT - BASE MIX) | 702.0 | 536.0 | S.Y. | \$20.00 | \$14,040.00 | \$10,720.00 | \$0.00 | (\$3,320.00) |
| FOR | | | | | | | | | |
| 33 | CRUSHED LIMESTONE BASE | 171.12 | 171.12 | TONS | \$50.00 | \$8,556.00 | \$8,556.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 34 | CLAY GRAVEL | 0.0 | 0.0 | C.Y. | \$45.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| 35 | SOLID SOD | 0 | 150 | S.Y. | \$4.00 | \$0.00 | \$600.00 | \$600.00 | \$0.00 |
| FOR | | | | | | | | | |
| 36 | SEED & MULCH | 10.22 | 11.22 | ACRE | \$3,000.00 | \$30,660.00 | \$33,660.00 | \$3,000.00 | \$0.00 |
| FOR | | | | | | | | | |
| *37 | REMOVE TREES ALONG HWY 314 (APPROX. 250 LF) | 1.0 | 1.0 | L.S. | \$17,325.00 | \$17,325.00 | \$17,325.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| *38 | CONNECT 10" GSL TO MH A-7-1 | 1.0 | 1.0 | L.S. | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| *39 | CONNECT EXISTING GRAVITY SWR TO NEW MH A-8 | 1.0 | 1.0 | L.S. | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$0.00 | \$0.00 |
| FOR | | | | | | | | | |
| *40 | SEALED MANHOLE RING AND COVER | 0.0 | 1.0 | L.S. | \$5,606.16 | \$0.00 | \$5,606.16 | \$5,606.16 | \$0.00 |
| FOR | | | | | | | | | |
| *41 | RAISE NEW MANHOLE TOP ELEVATIONS | 0.0 | 1.0 | L.S. | \$3,165.41 | \$0.00 | \$3,165.41 | \$3,165.41 | \$0.00 |
| FOR | | | | | | | | | |
| *42 | EXTRA COST FOR DEWATERING | 0.0 | 1.0 | L.S. | \$74,075.27 | \$0.00 | \$74,075.27 | \$74,075.27 | \$0.00 |
| FOR | | | | | | | | | |
| | | | | | | CURRENT CONTRACT TOTAL | FINAL CONTRACT TOTAL | | |
| | | | | | | \$3,308,545.50 | \$3,377,995.84 | \$86,904.84 | -\$17,454.50 |

TOTAL ADJUSTMENT: \$69,450.34

PREPARED BY:
PRECISION ENGINEERING CORP.

Oxford, MS Normal and Monthly Rainfall Totals (Inches) January 2015 - July 2021

| Month | Normal | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|------------|--------|------|------|------|------|------|------|------|
| January | 4.8 | 3.6 | 4.0 | 5.1 | 5.7 | 5.6 | 8.6 | 4.3 |
| February | 5.3 | 5.4 | 4.3 | 3.1 | 16.9 | 16.6 | 10.5 | 5.1 |
| March | 5.0 | 7.2 | 11.3 | 3.7 | 6.9 | 3.0 | 8.3 | 8.2 |
| April | 5.4 | 8.5 | 7.7 | 4.7 | 7.2 | 9.1 | 5.9 | 2.5 |
| May | 6.0 | 5.7 | 3.0 | 5.1 | 2.5 | 6.7 | 4.5 | 3.7 |
| June | 4.8 | 7.7 | 3.8 | 6.4 | 7.1 | 7.2 | 10.7 | 16.0 |
| July | 4.2 | 8.1 | 5.0 | 3.1 | 4.1 | 6.0 | 4.0 | 5.8 |
| August | 3.6 | 5.6 | 2.5 | 5.4 | 4.8 | 2.4 | 4.6 | |
| September | 3.7 | 0.1 | 0.3 | 3.8 | 5.1 | 0.1 | 4.1 | |
| October | 4.6 | 2.6 | 2.7 | 2.2 | 2.4 | 7.2 | 3.6 | |
| November | 5.0 | 5.6 | 4.4 | 1.5 | 5.9 | 3.2 | 1.5 | |
| December | 6.7 | 10.4 | 4.1 | 7.2 | 8.6 | 7.4 | 4.7 | |
| Total | 59.2 | 70.5 | 53.0 | 51.3 | 77.1 | 74.5 | 71.0 | 45.7 |
| Difference | | 11.3 | -6.2 | -7.9 | 17.9 | 15.3 | 11.8 | 10.2 |

Monthly Data from NOAA

Normal from NOAA 30 Year Normal Data (1991-2010)



September 1, 2021

Mr. Paul Koskenina
Precision Engineering Corporation
276 CR 101
Oxford, MS 38655

Project: Highway 314 Lift Station Improvements and Davidson Creek Sewer Extension
Oxford, MS

Re: Claim for Extension of Time and Additional Cost

Dear Mr. Koshenina:

I wanted to write you and give you an update on this project. I also wanted to present a claim for additional time and cost to be added to our contract due to the unforeseen circumstances related to the extra dewatering we have had to do to get this job complete.

As of today, we have the gravity sewer line bore installed under Hwy 314 between MH A-7-1 and MH A-8. Manhole A-7-1 has been installed. We should be installing the gravity sewer line bore under West Oxford Loop next week. We will then lack approx. 300' of open cut gravity sewer line to connect to the line we already have installed and complete the gravity sewer line. Once this is complete, we will connect the 14" forcemain with a bore under West Oxford Loop and then we will be ready to start up the pump station to complete the project.

Our main delay on this project has been dealing with the ground water around West Oxford Loop and Hwy 314 intersection. We are making a claim for additional time and cost according to **AIA Document A201 General Conditions of the Contract for Construction 2007 Edition, Section 3.7.4 Concealed or Unknown Conditions**. This section in the General Conditions reads as follows:

"If the contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknow physical conditions or an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the contractor shall promptly provide notice to the Owner and Architect before conditions are disturbed and in no event later than 21 days after the first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of or time required for, performance of any part of Work,



will recommend an equitable adjustment in the Contract Sum or Contract Time or both.”

We believe the groundwater that we have encountered in this area fits both criteria for a claim under Section 3.7.4. The amount of groundwater that we have encountered was not present at the time the project was awarded. We have soil boring and dug test holes before the bid to get an idea of what we would be dealing with. The amount of groundwater we have encountered on this project was a subsurface unknown physical condition. The amount of groundwater found was not ordinary or generally recognized as inherent in this construction activity.

During the construction of this project, we have employed two separate dewatering companies with many years of experience. Both companies have indicated that this is not normal groundwater conditions. Both companies tried to dewater the site near the original MH A-8. Both companies were unsuccessful in controlling the water. The banks of the pit were caving in and we were concerned that an adjacent storm drain pipe and the edge of the road would cave off in the hole. Water was boiling into the bottom of the pit. Every scoop of dirt we dug out, was immediately replaced with more dirt caving into the hole. This hole was not safe for us to continue at this location. At this point, we decided to move to another location on the west side of West Oxford Loop. We encountered the same conditions and had to employ other professionals from one of the companies we were working with. I have attached a letter from both companies expressing their thoughts on the amount of groundwater we encountered.

I have calculated the amount of money we have spent in unsuccessfully dealing with the dewatering operations. I have compared the cost we had in the original bid to what we have actually spent. Under normal conditions, we would have had the money to pay for all the dewatering required. I have also calculated the extra dewatering cost it has taken to get the water where we can control it and complete this project. See attached breakdown of cost and time required to deal with this extraordinary amount of groundwater.

The COVID-19 Pandemic has also hampered our work on this project. We have had one of our main superintendents that was working on this job go home because he has a preexisting condition that makes him high risk if he were to get the virus. With schools being closed we have had other employees that have to take off work to help with childcare. We have had employees that have had symptoms of the virus or been around family that have tested positive for the virus and have taken off work until they have been cleared to come back to work. Our material suppliers on every job have been having difficulty getting some material because of manufacturing shutdowns. Delivery on material has been slowed due to the reduction of employees and company closings. All of these factors are cutting into our workforce and material deliveries and causing delays on all of our projects.

We are making an additional claim for an Extension of Time based on to **AIA Document A201 General Conditions of the Contract for Construction 2007 Edition, Section 8.3.1 and 8.3.3 Delays and Extensions of Time** which reads as follows:



EXTRA COST FOR DEWATERING:

| | |
|--|----------------------------|
| Labor: Crew Time – 58 Working Days | \$ 125,396.00 |
| Material: Xylem Dewatering Solution | \$ 23,862.14 |
| United Rentals | \$ 61,629.85 |
| Huggins Oil – Fuel for Pumps | <u>\$ 11,453.83</u> |
| TOTAL EXTRA COST | \$ 222,341.82 |

EXTENSION OF TIME:

| | |
|--------------------------------|---------------------------------|
| Dewatering: | 81 Calendar Days |
| COVID-19 Pandemic | <u>104 Calendar Days</u> |
| TOTAL EXTENSION OF TIME | 185 Calendar Days |



Section 8.3.1 “If the Contractor is delayed at any time in the commencement or progress of the work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the work; or by fire, natural disasters, unavoidable casualties beyond the Contractor’s control; or by delay authorized by the Owner pending mediate and arbitration; or by other causes that the Architect may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.”

Section 8.3.3 “No delay, interference, hinderance or disruption, from whatever source or cause, in the progress of the Contractor’s Work shall be a basis for an extension of time and/or additional compensation, unless the delay, interference, hinderance or disruption (1) is without the fault and not the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affect the overall completion of the Work as reflected on the critical path of the Contractor’s updated and accepted construction schedule.”

We believe that the current national pandemic falls within the description listed in Section 8.3.1 and Section 8.3.3. The pandemic is unavoidable beyond the Contract’s control and it is without the fault and not the responsibility of the Contractor and it directly affects the overall completion of the work.

I am requesting an additional 185 calendar days be added to our contract to give us time to complete the project. We feel the extra time is needed due to delays with unusual and extraordinary amount of groundwater and the COVID-19 Pandemic. I am also requesting an additional \$222,341.82 be added to our contract to cover the unforeseen conditions related to the extraordinary amount of groundwater we have encountered.

Please feel free to contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Alan Thompson". The signature is written in a cursive, flowing style.

Alan Thompson, P.E., Project Manager
Eubank Construction Co., Inc.

SURPLUS PROPERTY LICENSE

THIS LICENSE (“License”) is made and entered into as of _____, 2021 (the “Effective Date”), by and between the City of Oxford, Mississippi, a municipality of the State of Mississippi, (the “City” or “Licensor”) and Oxford Burger Company, LLC, (“Oxford Burger Company” or “Licensee”).

WITNESSETH:

WHEREAS, the City owns sidewalks throughout the City of Oxford including the downtown business district surrounding and adjacent to the Courthouse Square in Oxford, Lafayette County, Mississippi and specifically the surplus sidewalk area adjacent to Licensee’s business along Jackson Avenue as shown on the survey attached as Exhibit “A” and more particularly described in the legal description attached as Exhibit “B” (the “Property”); and

WHEREAS, the City has recently extended the sidewalk along a portion of Jackson Avenue to improve the pedestrian walkway and to increase the area available for public use; and

WHEREAS, the City of Oxford has the power to license real property owned by it, and make such order respecting the same as may be deemed conducive to the best interest of the City, pursuant to Miss. Code Ann. § 21-17-1; and

WHEREAS, the City finds that it is in the best interests of the community to license the Property to Licensee for period of one year for valuable consideration, and

WHEREAS, SAID PERMISSION CONTEMPLATED HEREIN IS A MERE LICENSE ONLY AND MAY BE TERMINATED IMMEDIATELY AT THE WILL OF THE CITY FOR ANY REASON.

THEREFORE, for and in consideration of the promises, covenants and agreements contained in this License, the City and Licensee hereby covenant and agree as follows:

ARTICLE I DEMISE, TERM, RENT, AND OTHER PAYMENTS

Section 1.01 Demise and Term. Subject to the terms and conditions stated herein, Licensor shall license the Property unto Licensee, for a term commencing on the Effective Date and expiring exactly one (1) year later unless sooner terminated as provided in this License (the “Term”).

Section 1.02 Payment. Licensee covenants and agrees to pay Licensor as payment hereunder for the license of the Property the amount of \$23.00 per square foot for the square footage indicated on Ex. B of 386.54 s.f. for a total yearly payment of \$8,890.42 to be paid in equal monthly installments of \$740.83 (the “Payment”), due and payable to Licensor on the 1st day of each month during the Term. All Payments shall be paid to Licensor without demand or set-off at the address of Licensor specified in Section 7.03 of this License, or at such other address Licensor may designate.

ARTICLE II
TAXES, ASSESSMENTS, CHARGES, COMPLIANCE WITH LAW, AND LIENS

Section 2.01 Taxes and Other Charges. To the extent applicable, Licensee shall pay and discharge as they become due and before they become delinquent all taxes, assessments, fees or charges related to its use of the Property, including any sales, gross income, rental, business occupation, or other like taxes and assessments, utility payments and charges, garbage and trash collection fees, which are or may, during the Term, be levied, charged, assessed or imposed solely upon or against the Property.

Section 2.02 Compliance with Laws.

(a) Licensor acknowledges that any use of the Property that is unlawful, improper, excessively noisy or offensive, or contrary to any law or any applicable law, regulation, or ordinance in force in Oxford, Mississippi shall be grounds for immediate termination of this License.

(b) Licensee is obligated, at its own expense, to procure the appropriate permits for the operation of its business on the Property including any necessary permits from the Mississippi Department of Revenue and/or Alcoholic Beverage Control for the sale of alcoholic beverages on the Property and a Shared Use Permit from the City of Oxford Planning Department. Licensee shall give prompt notice to Licensor of any violation of any law or requirement of public authority with respect to the Property or the use and occupation thereof by Licensee.

Section 2.03 Liens. Licensee shall not permit any liens to attach to the Property. If any lien or order for the payment of money shall be filed against Licensor or the Property, arising out of Licensee's use or occupation of the Property then Licensee shall immediately cause such lien to be canceled and discharged of record, by bond or otherwise, at the election and expense of Licensee or Licensee may insure over such lien with a title insurance company acceptable to Licensor. Licensee shall, indemnify, hold harmless and defend on behalf of Licensor, at Licensee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Licensee shall pay any damages and discharge any judgment entered thereon. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

ARTICLE III
USE AND SURRENDER OF THE DEMISED PREMISES AND UTILITIES

Section 3.01 Use of the Property. Licensee's use of the Property shall be governed by the Shared Use Permit approved by the City of Oxford Planning Department. The Licensee's use and occupation of the Property is subject to and must comply with all applicable laws and ordinances, including City of Oxford ordinances regarding the service of alcoholic beverages and amplified sound.

Section 3.02 Surrender of Property. It is agreed that at the expiration or earlier termination of this License, Licensee shall remove any personal property, which Licensee has placed on the Property. If Licensee's removal of any items causes damage to the Property, then Licensee shall, within 10 days of the expiration or notice of termination, promptly repair such

damage and shall be solely liable for the costs of such repair. Licensee covenants and agrees, at the expiration or earlier termination of this License, whether by limitation, forfeiture or otherwise, to quit, surrender and deliver to Licensor possession of the Property, free from all personal property of the Licensee, and free from all liens thereon, in good condition and repair, ordinary wear and tear excepted, all of which shall become and remain the property of Licensor. Licensee's obligations to observe or perform this covenant shall survive the expiration or other termination of this License.

Section 3.03 Termination.

NOTWITHSTANDING ANY OTHER TERM OF THIS LICENSE, THIS LICENSE IS IMMEDIATELY TERMINABLE AT ANY TIME FOR ANY REASON AT THE WILL OF THE LICENSOR

(a) The termination by Licensor shall be effective upon 7 days written notice to Licensee. In the event of a termination by Licensor, any obligation that has accrued to Licensee under the operation of this License shall survive the termination.

(b) The Licensee shall only have the right of early termination of this License with the prior approval of the Licensor. Any such request by Licensee shall be submitted in writing to Licensor and approval or disapproval of the request for early termination is at the discretion of the Licensor.

(c) Whenever this License is terminated, Licensee shall surrender the Property pursuant to Section 3.02 above.

(d) In the event of a termination, Licensee shall pay to Licensor all reasonable costs incurred by Licensor (including court costs and reasonable attorneys' fees and expenses) in: (1) obtaining possession of the Property; (2) removing and storing Licensee's property; (3) repairing, restoring, altering, remodeling, or otherwise putting the Property into the same condition that the Property was in on the effective date of this License.

(e) It is understood that in the event of a breach of any term of this License by Licensee, Licensor may avail itself of all available legal remedies. No remedy herein conferred upon or reserved to Licensor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this License or now or hereafter existing at law or in equity or by statute. No delay or omission by Licensor to exercise any right or power that accrued upon any default of Licensee shall impair any such right or power or shall be construed to be a waiver thereof, and any such right and power may be exercised by Licensor at any time, from time to time and as often as may be deemed expedient.

Section 3.04 Excess Payments. In the event this License is terminated by the Licensor, any excess amounts paid to the Licensor pursuant to Section 1.02 Payment shall be prorated as of the date of termination and refunded to the Licensee.

ARTICLE IV
IMPROVEMENTS, REPAIRS, MAINTENANCE AND INSPECTIONS

Section 4.01 Construction of Improvements. No improvements may be made to the Property unless they are approved in advance by the City of Oxford Planning Department as part of the Shared Use Permitting process.

Section 4.02 Maintenance and Repair of Property. Except as noted below, Licensee shall keep and maintain the Property in good order and repair. Any damage to the property caused by Licensee or its invitees, shall be repaired by Licensee at Licensee's sole cost and expense. Licensor shall not be liable to Licensee or Licensee's agents, employees and invitees for any damages resulting from failure to maintain the Property unless such damage is due solely to Licensor's gross negligence or willful misconduct. Notwithstanding the above, Licensee shall ensure that the Property is thoroughly cleaned at the end of each business day or as required to prevent unsightliness and/or odor. All trash and debris, liquids or solids, must be properly disposed of, removed, and cleaned as needed, so that the appearance of the area remains clean and free of odor. All property of every kind which may be on the Property during the term of this License shall be on the Property at the sole risk of Licensee or those claiming under Licensee, and Licensor shall not be liable to Licensee or to any other person for any injury, loss or damage to any such property in or upon the Property, and the entrances, sidewalks and walkways adjoining same, unless due solely to Licensor's gross negligence or willful misconduct.

ARTICLE V
INSURANCE

Section 5.01 Classes of Insurance for Licensee. During the Term of this License, Licensee shall keep the Property insured against the following risks and hazards, with coverage in amounts not less than those specified as follows:

- (a) Special form property insurance insuring Licensee's furniture, fixtures, equipment, and other personal property, in an amount equal to the full replacement cost;
- (b) Comprehensive general public liability insurance against claims relating to or occurring on or about the Property and its respective appurtenances and improvements, including personal injury, death and property damage, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries to or death of one person and Two Million Dollars (\$2,000,000.00) on account of bodily injuries or death of more than one person as the result of any one accident or occurrence. All such general public liability insurance shall name Licensor as an additional insured and may be furnished under a "primary" policy and an "umbrella" policy, provided that it is primary insurance and not excess over, or contributory with, insurance in force for Licensor.

Section 5.02 Requirements. The insurance required by Section 5.01 above shall: (i) be written in the name of Licensee with respect to general liability policies, with Licensor named as additional insured and (ii) be written by one or more responsible insurance companies authorized to do business in Mississippi and reasonably acceptable to Licensor. Licensee shall give thirty (30) days' prior written notice to Licensor of any proposed cancellation of any of its insurance

policies. Licensee shall be solely responsible for the payment of any insurance premiums, and Licensor (or Licensor's designee) shall not be required to pay any premium for such insurance. Licensee shall deliver to Licensor, upon request, a certificate of insurance on all policies secured by Licensee in compliance with its obligations hereunder.

ARTICLE VI
ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 6.01 Assignment, Subletting and Mortgaging. Licensee shall not (i) sublicense the Property, or any part thereof, nor (ii) assign this License or any interest therein, nor (iii) grant concessions or licenses or other rights for the occupancy or use of the Property, or any part thereof, nor (iv) encumber, mortgage, hypothecate or grant any interest in this License or in Licensee's estate, nor (v) transfer any interest in this License or Licensee's estate in the Property.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Waiver. Failure of either party to insist upon the strict performance of any term, condition or covenant to be performed pursuant to this License or to exercise any option, right, power or remedy contained in this License shall not be deemed nor construed as a waiver of such performance or relinquishment of such right now or subsequent thereto. No waiver of any terms or provisions hereof shall be valid unless such waiver is in writing.

Section 7.02 Severability. Each and every covenant and agreement contained in this License shall be, for any and all purposes hereof, construed as separate and independent from all other covenants and agreements contained herein. All rights, powers and remedies provided herein shall be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this License valid and enforceable. If any term, provision or covenant of this License or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this License or the application of such term, provision or covenant to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 7.03 Notices, Demands and Other Instruments. All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the terms of this License shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, (ii) two business days after deposit in the United States Mail, certified mail return receipt requested, or (iii) when delivered by a nationally recognized overnight courier service, addressed to each party hereto as follows:

Licensor: City of Oxford, Mississippi
 Attn: Ashley Atkinson
 107 Courthouse Square
 Oxford, MS 38655

With a copy to: MAYO MALLETTE PLLC
 Attn: Pope Mallette

P.O. Box 1456
Oxford, MS 38655

Licensee: Oxford Burger Company, LLC
Attn: Patrick McNulty/Chris Stephenson
902 Jackson Avenue East
Oxford, MS 38655

or at such other address in the United States as Licensor or Licensee may from time to time designate in writing and deliver to the other party.

Section 7.04 Successors and Assigns. Each and every covenant, term, condition and obligation contained in this License shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives, successors and assigns of Licensor and Licensee. Whenever reference to the parties hereto is made in this License, such reference shall be deemed to include the legal representatives, successors and assigns of Licensor and Licensee as if in each case expressed. The term “**Person**” when used in this License shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

Section 7.05 Headings. The headings to the various sections of this License have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this License.

Section 7.06 Counterparts. This License may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 7.07 Applicable Law. This License shall be construed under and enforced in accordance with the laws of the State of Mississippi.

Section 7.08 All Genders and Numbers Included. Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this License, it shall equally apply to, extend to and include the other.

Section 7.09 Time of the Essence. It is specifically agreed that the timely payment of each and every installment of Rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this License.

Section 7.10 Prohibition on Recording License. Neither party shall at any time record a copy of this License or memorandum of License without Licensor’s consent.

Section 7.11 Amendment or Modification. This License contains the entire agreement of the parties, and no amendment or modification of this License shall be valid or binding unless expressed in writing and executed by the parties hereto in writing in the same manner as the execution of this License.

Section 7.12 Indemnification. Licensee shall indemnify, defend, keep, save, and hold harmless Licensor from any and all damages and liability for anything and everything whatsoever

arising from or out of the occupancy by or under Licensee, Licensee's agents or servants, any user and/or renter to whom Licensee allows access to the Property pursuant to this License, and from any loss or damage arising from any fault or negligence by Licensee or any failure on Licensee's part to comply with any of the covenants, terms, and conditions in this License.

Section 7.13 Forum Selection. To the full extent permitted by Law, Licensor and Licensee agree the federal and state courts located in Oxford, Mississippi shall have exclusive jurisdiction over any matter relating to or arising from this License and the parties' rights and obligations under this License

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed as of the day and year first above written.

LICENSEE:

Oxford Burger Company, LLC

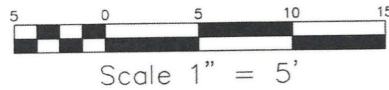
LICENSOR:

City of Oxford, Mississippi

By: _____
Patrick McNulty
Chris Stephenson

By: _____
Robyn Tannehill, Mayor

EXHIBIT A (CONT'D)
AREA C



STATE PLANE COORDINATE SYSTEM:

Bearings: Grid
Zone: MS East
Datum: NAD 83 (2011)
S.F. at P.O.B. = 0.99999925
Converg. at P.O.B. = -0°23'16.79"

COORDINATES ESTABLISHED FROM
CORS STATION M50X, OXFORD, MS
N=1770206.108
E=773290.955

NOTES:

- This survey was prepared without the benefit of a title search by the client or owner.
- This Property is subject to all City of Oxford rules and regulations.
- This property is subject to all road and utility easements and right-of-way of record. Recorded or Unrecorded.
- This Property is a Class "A" survey as set forth in Appendix "A" of the Standards of Practice for Surveying in the State of Mississippi.
- This Property does not lie in a flood hazard area according to the Flood Insurance Rate Map No. 28071C0257C, Panel No. 257, Effective date November 26, 2010.
- This survey meets the conditions of closure and accuracy for Condition "A" as set forth in Appendix "B" of the Standards of Practice for Surveying in the State of Mississippi.
- Bearings Established: GPS Observation (Grid)
- All of the survey calls are either deed calls, plat calls or measured calls established by this survey.
- Date of field survey: 8-10-21.

STATE PLANE COORDINATE SYSTEM:

Bearings: Grid
Zone: MS East
Datum: NAD 83 (2011)
S.F. at P.O.B. = 0.99999925
Converg. at P.O.B. = -0°23'16.79"

DESCRIPTION: A 420.37 square feet, more or less parcel of land located in the Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West; said parcel also known as a portion of East Jackson Avenue Right-of-Way as shown on the official map of the City of Oxford on file in the Office of the Chancery Clerk, The City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

Beginning at a P.K. nail set (N=1771233.1487, E=776834.1780), located 4,334.05 feet South of and 3,502.59 feet West of a 1/2" rebar in concrete monument (N=1775567.2010, E=780336.7580), marking the Northeast Corner of Section 21, Township 8 South, Range 3 West; run thence S 79°59'38" E for a distance of 5.14 feet along said North line to a P.K. nail set; run thence N 10°48'56" E for a distance of 8.68 feet along said North line to a P.K. nail set; run thence S 79°48'36" E for a distance of 24.06 feet along said North line to a P.K. nail set; run thence S 10°11'24" W for a distance of 15.97 feet along said East line and leaving said North line to a P.K. nail set; run thence N 79°30'50" W for a distance of 29.28 feet along said South line and leaving said East line to a P.K. nail set; run thence N 10°00'22" E for a distance of 7.12 feet along said West line and leaving said South line to the Point of Beginning of the herein described parcel of land, said parcel containing 420.37 square feet, more or less.

AREA C.4

STATE PLANE COORDINATE SYSTEM:

Bearings: Grid
Zone: MS East
Datum: NAD 83 (2011)
S.F. at P.O.B. = 0.99999925
Converg. at P.O.B. = -0°23'16.79"

DESCRIPTION: A 47.42 square feet, more or less parcel of land located in the Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West; said parcel also known as a portion of East Jackson Avenue Right-of-Way as shown on the official map of the City of Oxford on file in the Office of the Chancery Clerk, The City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

Beginning at a P.K. nail set (N=1771233.1487, E=776834.1780), located 4,334.05 feet South of and 3,502.59 feet West of a 1/2" rebar in concrete monument (N=1775567.2010, E=780336.7580), marking the Northeast Corner of Section 21, Township 8 South, Range 3 West; run thence S 10°00'22" W for a distance of 7.12 feet along said East line to a P.K. nail set; run thence N 79°52'26" W for a distance of 6.68 feet along said South line and leaving said East line to a P.K. nail set; run thence N 10°13'17" E for a distance of 7.10 feet along said West line and leaving said South line to a P.K. nail set; run thence S 79°59'38" E for a distance of 6.67 feet along said North line and leaving said West line to the Point of Beginning of the herein described parcel of land, said parcel containing 47.42 square feet, more or less.

AREA C.2

STATE PLANE COORDINATE SYSTEM:

Bearings: Grid
Zone: MS East
Datum: NAD 83 (2011)
S.F. at P.O.B. = 0.99999922
Converg. at P.O.B. = -0°23'16.42"

DESCRIPTION: A 386.54 square feet, more or less parcel of land located in the Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West; said parcel also known as a portion of East Jackson Avenue Right-of-Way as shown on the official map of the City of Oxford on file in the Office of the Chancery Clerk, The City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

Beginning at a P.K. nail set (N=1771232.2197, E=776888.5005), located 4,334.98 feet South of and 3,448.98 feet West of a 1/2" rebar in concrete monument (N=1775567.2010, E=780336.7580), marking the Northeast Corner of Section 21, Township 8 South, Range 3 West; run thence S 10°11'24" W for a distance of 15.80 feet along said East line and leaving said North line to a P.K. nail set; run thence N 80°12'43" W for a distance of 24.34 feet along said South line and leaving said East line to a P.K. nail set; run thence N 10°11'24" E for a distance of 15.97 feet along said West line and leaving said South to a P.K. nail set; run thence S 79°48'36" E for a distance of 24.34 feet along said North line and leaving said West line to the Point of Beginning of the herein described parcel of land, said parcel containing 386.54 square feet, more or less.

SURVEYORS CERTIFICATION:

This is to certify that I, the undersigned, a licensed surveyor in the State of Mississippi have completed a survey of the premises as described and delineated hereon for the purpose of accurately describing the same and that this plat represents said premises as surveyed on the ground by me or under my direct supervision and is true and accurate to the best of my knowledge.

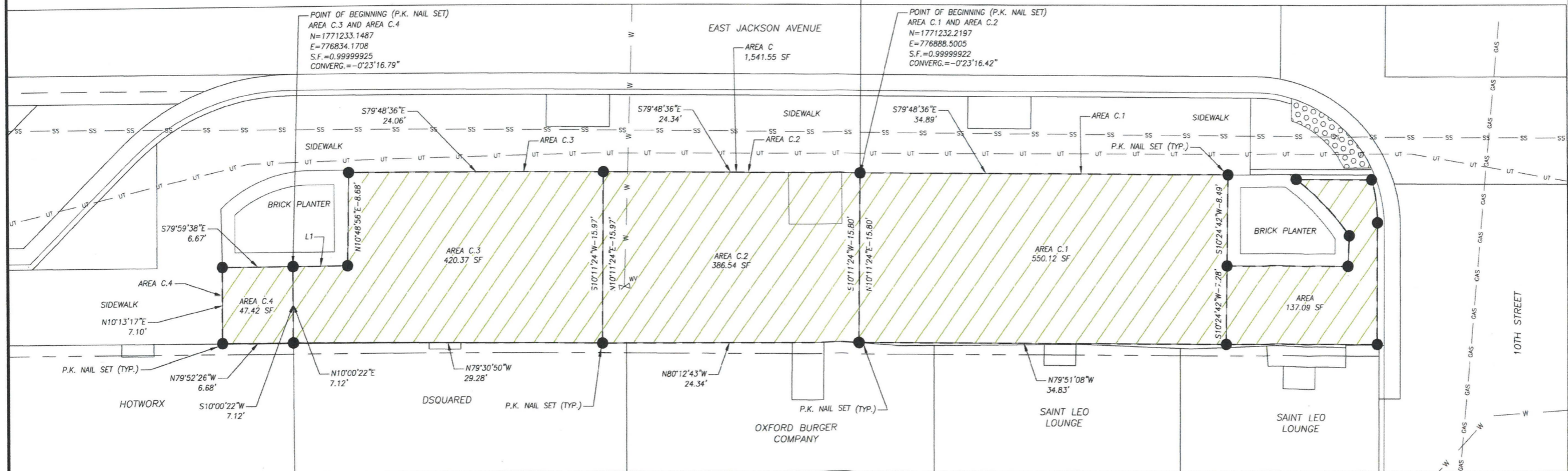
Jimmy E. Catt, Jr.
Jimmy E. Catt, Jr. PS#28159
Date: 8-20-21



| LINE NO. | LENGTH | DIRECTION |
|----------|--------|-------------|
| L1 | 5.14' | S79°59'38"E |

SYMBOL AND LINE LEGEND

- TMH TELEPHONE MANHOLE
- UT — TELEPHONE (UNDERGROUND)
- ⊞ WATER METER
- ⊞ WATER VALVE
- W — DOMESTIC WATER
- SS — SANITARY SEWER
- P.K. NAIL SET
- ▨ SURPLUS AREA
AREA C = 1,541.54 SF



OWNERSHIP OF DOCUMENTS

THIS DOCUMENT AND THE IDEAS AND DESIGN INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICES IS THE PROPERTY OF ELLIOTT & BRITT ENGINEERING, P.A. AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF ELLIOTT & BRITT ENGINEERING, P.A.

REVISION

LEASE AGREEMENT SURVEY FOR:
**EAST JACKSON AVENUE
OUTDOOR LEASES**
CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI

DRAWN: G B A
CHECKED: K W M
ENGINEER: K W M
DATE: August 18, 2021
JOB NUMBER: S121-058

**ELLIOTT & BRITT
ENGINEERING, P.A.**
OXFORD - BATESVILLE - NEW ALBANY - HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

SHEET TITLE:
**PARCEL AREA C
LEASE MAP**

SHEET NUMBER:
3

AREA C.2

STATE PLANE COORDINATE SYSTEM:

Bearings: Grid

Zone: MS East

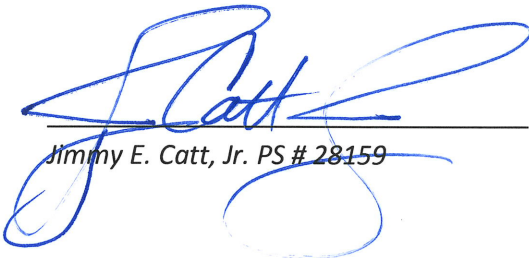
Datum: NAD 83 (2011)

S.F. at P.O.B.= 0.99999922

Converg. at P.O.B.: -0°23'16.42"

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Jimmy E. Catt, Jr. PS # 28159



8-18-21
Date:



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Alderman
From: Bart Robinson, PE
CC: Mark Levy, Reanna Mayoral, Hollis Green, Ben Requet
Date: September 7, 2021
Re: Discuss fixtures for businesses on licensed surplus property

A business on East Jackson Avenue is proposing to attach umbrellas and/or rails through the brick and concrete base and to use electric power for heating/lighting within their licensed space. The current Shared Space Guidelines do not allow for penetration of the brick/concrete base within the area. Staff's decision to prohibit permanent attachment was to reduce cuts and points of entry for water. After conversations with multiple business owners, architects, and contractors, the preferred method is to drill through the base to attach the rail/umbrella. Owners understand that any damage caused by their improvement will be their responsibility to repair. Allowing such attachment will require an amendment to the previously adopted Shared Space Guidelines.

The surplus property license, governed by the Shared Space Permit, does not prohibit the attachment of umbrellas or railing, but clearly states that "If Licensee's removal of any items cause damage to the Property, then Licensee shall, within 10 days of the expiration or notice of termination, promptly repair such damage and shall be solely liable for the costs of such repair".

Staff is seeking direction from the Board regarding the following:

- Attachment of fixtures through brick and concrete
- Electric power for fixtures
- Source of electric power for fixtures



**City of Oxford
Board of Aldermen
Special Meeting
September 16, 2021, 2:00 pm - 4:00 pm
City Hall Courtroom**

DOCUMENTS

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AGENDA

City of Oxford
Board of Aldermen
Special Meeting
Thursday, September 16, 2021, 2:00 pm - 4:00 pm
City Hall Courtroom



Notice that certain aldermen will be included in the meeting via teleconference, subject to the City of Oxford Code of Ordinances, Section 2-82.

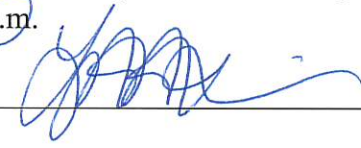
- Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a SPECIAL MEETING to be held on **September 16, 2021 at 2:00pm**, for the transaction of important business. The meeting will be held in the Courtroom of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

1. Call to order.
2. Adopt the agenda for the meeting.
3. Adopt the FY2021-2022 Budget for two funds. (Ashley Atkinson)
4. Consider an executive session.
5. Adjourn.


If you need special assistance related to a disability, please contact the ADA Coordinator or visit the office at: 107 Courthouse Square, Oxford, MS 38655. (662) 232-2453 (Voice) or (662) 232-2300 (Voice/TTY)

Robyn Tannehill
ROBYN TANNEHILL, MAYOR

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Riek Addy of the foregoing meeting on 9/13/2021 at 1:00 a.m./p.m.



I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Mark Huelse of the foregoing meeting on 9/13/2021 at 1:00 a.m./p.m.



I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Brian Hyneman of the foregoing meeting on 9/13/2021 at 1:00 a.m./p.m.




I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Kesha Howell-Atkinson of the foregoing meeting on 9/13/2021 at 1:00 a.m./p.m.



I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Preston Taylor of the foregoing meeting on 9/13/2021 at 1:00 a.m./p.m.



I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Jason Bailey of the foregoing meeting on 9/13/2021 at 1:00 a.m./p.m.



I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman John Morgan of the foregoing meeting on 9/13/2021 at 1:00pm a.m./p.m.



MINUTES

City of Oxford
Board of Aldermen
Special Meeting
Thursday, September 16, 2021, 2:00 pm - 4:00 pm
City Hall Courtroom



- Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a SPECIAL MEETING to be held on **September 16, 2021 at 2:00pm**, for the transaction of important business. The meeting will be held in the Courtroom of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

1. Call to order.

The Special Meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 2:00pm on Thursday, September 16, 2021, in the courtroom of Oxford City Hall when and where the following were present:

Robyn Tannehill, Mayor
Rick Addy, Alderman Ward I
Mark Huelse, Alderman Ward II
Brian Hyneman, Alderman Ward III
Keshia Howell-Atkinson, Alderman Ward IV-via Microsoft Teams
Preston Taylor, Alderman Ward V
Jason Bailey, Alderman Ward VI
John Morgan, Alderman At Large-via Microsoft Teams

Ashley Atkinson, City Clerk
Bart Robinson, Chief Operating Officer
Braxton Tullos-HR Director
Pope Mallette, Of Counsel

2. Adopt the agenda for the meeting.

It was moved by Alderman Huelse, seconded by Alderman Bailey to adopt the agenda for the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Adopt the FY2021-2022 Budget for two funds. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Huelse to adopt the FY 2021-2022 budget for funds 671 and 673, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4. Consider an executive session.

It was moved by Alderman Addy, seconded by Alderman Bailey to consider an executive session for a matter of potential litigation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Hyneman to enter into an executive session for a matter of potential litigation regarding a former employee. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

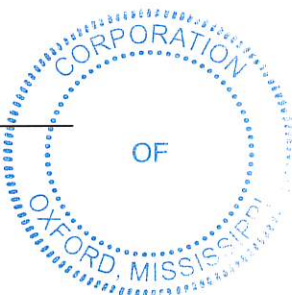
It was moved by Alderman Huelse, seconded by Alderman Addy to return to regular session. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Adjourn.

It was moved by Alderman Huelse, seconded by Alderman Addy to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.


Robyn Tannehill, Mayor


Ashley Atkinson, City Clerk



2021-2022 Budget
Other Funds

2021-2022 Budgeted Figures
as of October 1, 2021

| Fund Name | Revenue | Personnel Services | Supplies | Other Svcs. | Capital Outlay | Debt Service | Transfers Out | Expenses Total |
|----------------------------|-----------|--------------------|-----------|-------------|----------------|--------------|---------------|----------------|
| 671 RSVF Federal Grant | \$ 75,000 | \$ 19,377 | \$ 40,663 | \$ 7,578 | \$ 7,382 | \$ - | \$ - | \$ 75,000 |
| 673 RSVF Non-Federal Grant | \$ - | \$ - | \$ 3,000 | \$ - | \$ - | \$ - | \$ - | \$ 3,000 |