



**City of Oxford
Board of Aldermen
Regular Meeting
July 18, 2023, 5:00 pm - 7:00 pm
City Hall Courtroom**

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MINUTES

City of Oxford
Board of Aldermen
Regular Meeting
Tuesday, July 18, 2023, 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 Pro-Tem Bailey at 5:00pm on Tuesday, July 18, 2023 in the courtroom of Oxford City Hall when and where the following were present:

Robyn Tannehill, Mayor-absent
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-absent
Ashley Atkinson- City Clerk
Bart Robinson- Chief Operating Officer-absent
Reanna Mayoral- City Engineer
Ben Requet- Director of Planning-absent
Jeff McCutchen- Police Chief
Sheridan Maiden-Deputy Police Chief-absent
Braxton Tullos- Human Resources Director
Joey Gardner- Fire Chief
Shane Fortner-Emergency Management Director-absent
Seth Gaines- Director of Oxford Park Commission
Mike Young- Asst. Director of Oxford Park Commission-absent
Marlee Carpenter- Stronger Together Director
Rob Neely- General Manager of Oxford Utilities-absent
Lynwood Jones- Superintendent of City Shop-absent
Amberlyn Liles- Environmental Services Director-absent
Greg Pinion- Buildings & Grounds Superintendent
Kara Giles- Executive Assistant to the Mayor
Hollis Green- Director of Development Services
John Crawley- Asst. City Engineer-absent
Brad Freeman- mTrade Park Director-absent
Clay Brownlee- mTrade Park Assistant Director-absent
Michael Temple- IT Department
Chris Simmons- IT Director
Mark Levy- General Government
Laurie Steele-HR Department-absent

2. Adopt the agenda for the meeting.

It was moved by Alderman Hyneman, seconded by Alderman Addy to adopt the agenda for the meeting with the addition of items 10, 11, 13, 18, and 7c(viii) and the deletion of items 15 & 7c(vi). All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

3. Mayor's Report

4. Authorize the approval of the minutes of the Regular Meeting on July 5, 2023. (Ashley Atkinson)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Addy to approve the minutes of the Regular Meeting on July 5, 2023. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

5. Request permission to approve the amended minutes of the Regular Board Meeting on January 17, 2023 to correct information related to surplus property. (Ashley Atkinson)

It was moved by Alderman Hyneman, seconded by Alderman Addy to approve the amended minutes of the Regular Board Meeting in January 17, 2023 to correct information related to surplus property. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

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

It was moved by Alderman Morgan, seconded by Alderman Howell-Atkinson to approve the accounts for all City departments including a claims docket showing General Fund claims

numbered 126888-127048 and ACHs 195-198, Water & Sewer claims numbered 38247-38278 and ACHs 138-139, Trust & Agency claims numbered 42736-42786 and ACHs 99-101, Metro Narcotics claims numbered 8204-8208 and ACHs 68-69, Bond & Interest claims numbered 6524-6525, HB1353 claims numbered 7015-7016, and OPC Activity Claims numbered 1580-1602, and totaling \$1,813,770.38. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

7. Consider the consent agenda:

It was moved by Alderman Addy, seconded by Alderman Taylor to approve the following consent agenda. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

a. Fixed Assets Management:

- i. Request permission to declare a Hach DR/890 Colorimeter with SN 000390010322 and asset tag 4024 surplus in the Oxford Utilities-Water & Sewer Department and authorize its disposal. (Rob Neely)

b. Grants:

- i. Request approval to apply for the Volunteer and Civic Engagement Project Grant from Volunteer Mississippi in an amount between \$1,500.00-\$10,000.00. (Marlee Carpenter)
- ii. Request permission to accept a Firehouse Subs Public Safety Foundation Grant in the amount of \$6,523.00 for the purchase of tourniquets and holders. (Shane Fortner)

c. Human Resources:

- i. Request permission to hire Daniel Ross as a Full-Time Grounds Worker in the Buildings & Grounds Department, with an annual salary of \$35,221.06. (Braxton Tullos)
- ii. Request permission to approve the resignation of Jaquez Berry in the Oxford Police Department, effective July 14, 2023. (Braxton Tullos)
- iii. Request permission to approve a voluntary demotion for Julie Bergeron in the Oxford Police Department, from Full-Time Communications Officer to Part-Time with an hourly rate of \$12.00. (Braxton Tullos)
- iv. Request permission to approve a position change and stipend for Marcus Wilson in the Oxford Police Department, for being named Assistant Lead School Resource Officer. The stipend is \$96.15 per pay period and is reimbursed by the Oxford School District. (Braxton Tullos)
- v. Request permission to promote Hayden Moore and Mattie Ahmed to Lead Concession Stand Worker in the mTrade Park Department, each with an hourly rate of \$11.25. (Braxton Tullos)
- vi. Request permission to hire a Part-Time employee in the Animal Resource Center. (Braxton Tullos)

This item was removed from the agenda.
- vii. Request permission to approve Anna Higgins, Ava Horton, Lauren Tousignant, Merin Povall, Christopher Joyner, Addison Hawkins, Gracie Saucier, Alaina Hansen, Nadia Pajon, Cody Vaughn, Caroline Crisler, Lauren Holbrook, Anne Hankins, Christine Horn, Dave Garvey, Ashley Jones-Bodie, Brianna Taylor, Shelia Baker, Maggie Maxie, Bud Ray, Madison Guiles, Maysen Brokaw, Haojing Quian, Kimberly Buonaiuto, Devin Murray, Shawn Gilliland, and Sophia Cacciola as unpaid volunteers for the Oxford Animal Resource Center. (Kelli Briscoe)
- viii. Request permission to approve a step raise for Development Services employee, Megan Baker, for the completion of the Zoning Certification exam. Her new annual salary will be \$45,709.93, effective July 27, 2023. (Braxton Tullos)

d. 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 donations for the benefit of the Oxford Animal Resource Center. (Kelli Briscoe)

e. Travel Requests:

- i. Request permission for an employee to attend the Itawamba County Non-Profit and Volunteer Expo on August 17, 2023 at no cost to the City. (Marlee Carpenter)
- ii. Request permission for an employee to attend Countering Mobile Violence on September 25-28, 2023 in Cullman, AL at an estimated cost of \$534.00. (Jeff McCutchen)
- iii. Request permission for an employee to attend the NRTCC Conference 2023 on September 24-29, 2023 in New Orleans, LA at an estimated cost of \$1,783.00. (Jeff McCutchen)
- iv. Request permission for an employee to attend the Playground Safety Inspector Certification Course and Exam in Hoover, AL on August 28-30, 2023 at an estimated cost of \$1,500.00. (Seth Gaines)

8. Adopt a proclamation for the retirement of Oxford Police Department K-9, Frankie. (Jeff McCutchen)

It was moved by Alderman Addy, seconded by Alderman Huelse to adopt a Proclamation for the retirement of Oxford Police Department K-9, Frankie. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

9. Request permission to approve an intent resolution for a General Obligation Note in an amount not to exceed \$2,300,000.00, for the purchase of equipment and other purposes and to authorize the Mayor to sign an engagement letter with Butler Snow for same. (Sue Fairbank)

Alderman Morgan recused himself and left the meeting.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve an intent resolution for a General Obligation Note in an amount not to exceed \$2,300,000.00, for the purchase of equipment and other purposes and to authorize the Mayor to sign an engagement letter with Butler Snow for same. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

10. Consider a request from ICM to have the football field lights at Oxford High School on until midnight to allow for work on the field.

Alderman Morgan returned to the meeting.

After a brief discussion, it was moved by Alderman Addy, seconded by Alderman Huelse to approve a request from ICM to have the football field lights on until 10:00pm each night thru July 31, 2023 (including Sundays) to complete work on the turf at the Oxford High School football field. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

11. Appoint a member to the City of Oxford Municipal Reserve & Trust Committee.

It was moved by Alderman Addy, seconded by Alderman Morgan to appoint Ann Langley to the City of Oxford Municipal Reserve & Trust Committee. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

12. Request permission to approve and authorize the Mayor to sign an Auction Agreement with JMWood Auction Company, Inc. for the sale of equipment for the Environmental Services Department. (Amberlyn Liles/Ashley Atkinson)

It was moved by Alderman Morgan, seconded by Alderman Huelse to approve and authorize the Mayor to sign an Auction Agreement with JMWood Auction Company, Inc. for the sale of equipment in the Environmental Services Department. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

13. Request permission to hire FC & E Engineering for modification to the Solid Waste Management Plan and Solid Waste Permit Application for proposed expansion and evaluation of site location for the proposed new Class I Facility. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to hire FC & E Engineering for modification to the Solid Waste Management Plan and Solid Waste Permit Application for proposed expansion and evaluation of site location for the proposed new Class I Facility. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

14. Request permission to approve a Preliminary and Final Plat for Case #2980, by Fred Graves, LLC, for "Belk Boulevard Business Park", located at 1654 Belk Boulevard, being further identified as PPIN 24253. (Robert Baxter)

It was moved by Alderman Huelse, seconded by Alderman Morgan to approve, with conditions as noted, a Preliminary and Final Plat for Case #2980, by Fred Graves, LLC, for "Belk Boulevard Business Park", located at 1654 Belk Boulevard, being further identified as PPIN 24253. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

15. Consider a joint resolution and agreement with the Lafayette County Board of Supervisors for on-call transportation services to be provided by Oxford-University Transit. (Mark Levy)

This item was removed from the agenda.

16. Consider quarterly bids received for particular materials on July 11, 2023. (Reanna Mayoral)

It was moved by Alderman Addy, seconded by Alderman Taylor to approve quarterly bids received for particular materials on July 11, 2023. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

17. Consider a request for extended work hours, short term sidewalk and street closure on Van Buren Avenue and South 11th Street for work at The Library Bar & Grill. (Reanna Mayoral)

It was moved by Alderman Morgan, seconded by Alderman Addy to approve a request for extended work hours, short-term sidewalk and street closure on Van Buren Avenue and South 11th Street for work at The Library Bar & Grill. This approval includes Sundays and encroachment onto sidewalks to accommodate scaffolding. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

18. Consider a request to temporarily close one block of Buchanan Avenue between South 11th Street and South Lamar during regular work hours for the construction of a pedestrian refuge on South Lamar. (Reanna Mayoral)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to temporarily close one block of Buchanan Avenue between South 11th Street and South Lamar during regular work hours for the construction of a pedestrian refuge on South Lamar. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

19. Consider an executive session.

It was moved by Alderman Addy, seconded by Alderman Huelse to consider an executive session for property ownership matters. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Huelse to enter into an executive session for property ownership matters related to a ditch in the Country Club subdivision, a roadway in the Commons, and a historic property. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

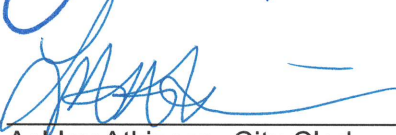
It was moved by Alderman Bailey, seconded by Alderman Huelse to return to regular session. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

20. Adjourn.

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



Jason Bailey, Mayor Pro-Tem



Ashley Atkinson, City Clerk





Jeff McCutchen

Chief of Police

jmccutchen@oxfordpolice.net

Sheridan Maiden

Deputy Chief of Police

smaiden@oxfordpolice.net

Kayla Martin

Executive Assistant to the

Chief of Police

kmartin@oxfordpolice.net

Memo to Amend BOA minutes:

We are requesting to amend the minutes for the 1/17/2023 BOA meeting, item #'s 6a, iv and 9 to update the serial number, and model of the weapon that was declared surplus and then purchased by retiring OPD Capt. Alan Ivy. We inadvertently listed an incorrect serial number and model on the surplus form.

The correct serial number and model for the service weapon purchased by Capt. Ivy is BGZE443, model 19.

Thank you,

Kayla Martin

Executive Assistant to the Chief of Police

Oxford Police Department

715 Molly Barr Rd.

Oxford, MS 38655

Phone: (662) 232-2400

Fax: (662) 232-2314

MINUTES

City of Oxford
Board of Aldermen
Regular Meeting
Tuesday, January 17, 2023, 5:00 pm - 7:00 pm
City Hall Courtroom



A. Signed, approved minutes.

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, January 17, 2023 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-via Microsoft Teams
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-absent
Sheridan Maiden-Deputy Police Chief
Braxton Tullos- Human Resources Director
Joey Gardner- Fire Chief
Shane Fortner-Emergency Management Director-absent
Seth Gaines- Director of Oxford Park Commission
Mike Young- Asst. Director of Oxford Park Commission-absent
Marlee Carpenter- Stronger Together Director
Rob Neely- General Manager of Oxford Utilities
Lynwood Jones- Superintendent of City Shop
Amberlyn Liles- Environmental Services Director
Greg Pinion- Buildings & Grounds Superintendent
Kara Giles- Executive Assistant to the Mayor
Hollis Green- Director of Development Services
John Crawley- Asst. City Engineer-absent
Brad Freeman- mTrade Park Director
Clay Brownlee- mTrade Park Assistant Director-absent
Michael Temple- IT Department
Chris Simmons- IT Director
Mark Levy- General Government
Laurie Steele-HR Department-absent

2. Adopt the agenda for the meeting.

It was moved by Alderman Addy, seconded by Alderman Taylor to adopt the agenda with the addition of items 6b(viii-x) and the deletion of items 28 and 30. 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 January 3, 2023. (Ashley Atkinson)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve the minutes of the Regular Meeting on January 3, 2023. 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 Addy to approve the accounts for all City departments including a claims docket showing General Fund claims numbered 124435-124619 & ACH 131-140, Water & Sewer claims numbered 37816-37857 & ACH 111-112, Trust & Agency claims numbered 41864-41904 & ACH 64-67, Metro Narcotics claims numbered 8136-8141 & ACH 43-44, HB1353 claim numbered 7004, and Bond & Interest claim numbered 6517, and totaling \$1,029,972.28. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

It was moved by Alderman Hyneman, 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. Request permission to declare a Dell computer monitor with SN CN-01WV0272872-63EAUYYI-A00, asset tag #1054, and service tag #GWK6282 surplus in the Development Services-Building Department and authorize its disposal. (Jonathan Mizell)
- ii. Request permission to declare a 2004 GMC Sierra with VIN 1GTEC14V54Z323809 and asset tag 2549 surplus in the Municipal Shop Department and authorize its disposal. (Lynwood Jones)
- iii. Request permission to declare a Stepmill 7000 stairmaster with SN 20000050822011 and asset tag 1568 surplus in the Oxford Fire Department and authorize its disposal. (Joey Gardner)
- iv. Request permission to declare a Glock G19 with SN BGZE443 surplus in the Oxford Police Department and authorize its disposal. (Jeff McCutchen)

b. Human Resources:

- i. Request permission to hire Kristi Carwile as a Full-Time Communications Officer in the Oxford Police Department, with an annual salary of \$35,077.71. (Braxton Tullos)
- ii. Request permission to accept the retirement of Alan Ivy in the Oxford Police Department, effective January 31, 2023. (Braxton Tullos)
- iii. Request permission to promote Graham Davis from Seasonal Laborer to time-limited Automated Collection Coordinator in the Environmental Services Department, with an hourly rate of \$16.00. (Braxton Tullos)
- iv. Request permission to hire Dquarius Henry, Rickey Brooks, Jerry Morton, and Rodney Bridges as Seasonal Laborers, each with an hourly rate of \$14.00 and to hire Carlos Barnes and Terrence Carter as Part-Time Drivers, each with an hourly rate of \$16.000 in the Environmental Services Department. (Braxton Tullos)
- v. Request permission to hire Brandon Washington as an Apprentice Lineman in the Oxford Utilities-Electric Division with an annual salary of \$45,219.20. (Braxton Tullos)
- vi. Request permission to promote Kathirina McKinney to Lead Kennel Attendant in the Oxford Animal Resource Center, with a new annual salary of \$35,360.00. (Braxton Tullos)
- vii. Request permission for Bayley Herring, John Hafley, Jr., Max Brinkley, and Maggie Kuchta to serve as unpaid interns at the Oxford Police Department during the Spring Semester. (Jeff McCutchen)
- viii. Request permission to accept the voluntary demotion of Will Carter in the Oxford Fire Department, his hourly rate will be \$20.00. (Braxton Tullos)
- ix. Request permission to approve a promotion for Glen Mooney, to Lift Station Tech II in the Oxford Utilities-Water & Sewer Division; his new salary will be \$50,856.00. (Braxton Tullos)
- x. Request permission to hire Stephanie Thomas as a Part-Time Vet Tech in the Animal Resource Center, with an hourly rate of \$13.00. (Braxton Tullos)
- xi. Request permission to approve Girl Scout Troup #13271 and Heather Hollins as unpaid volunteers for the Oxford Animal Resource Center. (Kelli Briscoe)

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 donations for the benefit of the Oxford Animal Resource Center. (Kelli Briscoe)

d. Travel Requests:

- i. Request permission for one Deputy City Clerk to attend the Spring 2023 Certified Municipal Clerks Program on April 12- 14, 2023, in Oxford, MS, at an estimated cost of \$200.00. (Ashley Atkinson)
- ii. Request permission to send an employee to the 2023 Keep Mississippi/Alabama Beautiful Conference in Birmingham, AL on January 26-27, 2023 at an estimated cost of \$219.53. (Amberlyn Liles)
- iii. Request permission for an employee to attend the MS-AL Twin States Conference in Gulf Shores, AL on April 20-22, 2023 at an estimated cost of \$1,464.42. (Bart Robinson)
- iv. Request permission for an engineer to attend TVPPA Engineering and Operations planning meeting on January 26, 2023 in Chattanooga, TN at an estimated cost of

\$160.00. (Rob Neely)

- v. Request permission for an employee to attend the Wastewater Operator Workshop on January 23-25, 2023 in Pearl, MS at an estimated cost of \$630.00. (Rob Neely)
- vi. Request permission for an employee to attend the Wastewater Short Course and Exam on February 27-March 3, 2023 in Richland, MS at an estimated cost of \$1,467.00. (Rob Neely)
- vii. Request permission for three employees to attend AAIR Training on January 30-31, 2023 in Oxford at no cost to the City. (Jeff McCutchen)
- viii. Request permission for two employees to attend AAIR Training on February 1-2, 2023 in Oxford at no cost to the City. (Jeff McCutchen)
- ix. Request permission for two employees to attend AAIR Training on February 20-21, 2023 in Oxford at no cost to the City. (Jeff McCutchen)
- x. Request permission for an employee to attend AAIR Training on February 22-23, 2023 in Oxford at no cost to the City. (Jeff McCutchen)
- xi. Request permission for an employee to attend Instructor Development training on July 10-14, 2023 in Oxford at an estimated cost of \$400.00 (registration fee only). (Jeff McCutchen)
- xii. Request permission for two employees to attend Interoperability Table Top Exercise Training on January 17, 2023 in Brandon, MS at no cost to the City. (Jeff McCutchen)
- xiii. Request permission for an employee to attend a Glock Armorer Course on April 25, 2022 in Oxford at an estimated cost of \$250.00 (registration fee only). (Jeff McCutchen)
- xiv. Request permission for an employee to attend SWAT Instructor Development on February 27-March 10, 2023 in Southaven, MS at no cost to the City. (Jeff McCutchen)
- xv. Request permission for an employee to attend Traffic Stop Investigation training on March 14, 2023 in Oxford, MS at no cost to the City. (Jeff McCutchen)
- xvi. Request permission to approve the Mayor, Aldermen, Department Heads (and/or their designee), and the City Attorney to attend the 2023 MML Annual Conference on June 26-28, 2023. (Ashley Atkinson)
- xvii. Request permission to approve travel for two employees in the Animal Resource Center on January 27-28, 2023 for transports to Louisville, KY and Rochester, NY. The estimated cost is \$2,034.16. (Kelli Briscoe)

7. Recognition of Oxford Fire Department Training Officer, Jesse G. Clock. (Joey Gardner)

The Board recognized Oxford Fire Department Training Officer, Jesse Clock, for completing the U.S. Fire Administration's National Fire Academy Managing Officer Program. The Board thanked Jesse for his dedication to the department and to the City.

8. Adopt a Retirement Resolution for Oxford Police Department Employee, Alan Ivy. (Jeff McCutchen)

It was moved by Alderman Addy, seconded by Alderman Huelse to adopt a Retirement Resolution for Oxford Police Department Employee, Alan Ivy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Request permission for retired officer, Alan Ivy, to purchase his service weapon for \$1.00, as allowed by state statute. (Jeff McCutchen)

It was moved by Alderman Addy, seconded by Alderman Hyneman to allow retired officer, Alan Ivy, to purchase his service weapon, a Glock G19 with Serial #: BGZE443, for \$1.00, as allowed by State statute. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Announce upcoming vacancy on school board.

11. Request permission to submit the FY 2023-2024 5311 Grant for the Oxford-University Transit System and the 5310 Grant for the City/County Transit that is due on February 9, 2023. (Donna Zampella)

It was moved by Alderman Morgan, seconded by Alderman Huelse to submit the FY 2023-2024 5311 Grant for the Oxford-University Transit System and the 5310 Grant for the City/County Transit that is due on February 9, 2023. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Request permission to approve a Parade/Assembly Permit for the 2023 Double Decker Arts Festival. (Kinney Ferris)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a Parade/Assembly Permit for the 2023 Double Decker Arts Festival on April 28-29, 2023. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Consider a proposal for probation services for the Oxford Municipal Court. (Nickie Denley)

It was moved by Alderman Morgan, seconded by Alderman Howell-Atkinson to approve a proposal for probation services from MS Probation Services, LLC for the Oxford Municipal Court. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Consider a Resolution of the Mayor and Board of Aldermen requesting that the Alcoholic Beverage Control Commission extend the hours for alcohol service for Super Bowl LVII on Sunday, February 12, 2023. (Jeff McCutchen)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a Resolution of the Mayor and Board of Aldermen requesting that the Alcoholic Beverage Control Commission extend the hours for alcohol service for Super Bowl LVII on Sunday, February 12, 2023. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to approve a Parade/Assembly Permit for the Destination Car Show on Saturday, May 20, 2023 from 4:00am-3:00pm. (Jeff McCutchen)

It was moved by Alderman Addy, seconded by Alderman Morgan to approve a Parade/Assembly Permit for the Destination Car Show on Saturday, May 20, 2023 from 4:00am-3:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Request permission to apply for the Assistance to Firefighters Grant (AFG) for a new turnout extractor and dryer, in the amount of \$25,593.00 with a 10% match. (Joey Gardner)

It was moved by Alderman Morgan, seconded by Alderman Addy to apply for the Assistance to Firefighters Grant (AFG) for a new turnout extractor and dryer, in the amount of \$25,593.00 with a 10% match. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Request permission for multiple apprentice linemen to attend the TVPPA Apprentice Lineman training labs in 2023 (on multiple dates) at an estimated cost of \$10,526.25. (Rob Neely)

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to allow multiple apprentice linemen to attend the TVPPA Apprentice Lineman training labs in 2023 (on multiple dates) at an estimated cost of \$10,526.25. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Request permission to advertise for a reverse auction for a backhoe for the Oxford Utilities-Water & Sewer Division. (Rob Neely)

It was moved by Alderman Hyneman, seconded by Alderman Addy to advertise for a reverse auction for a backhoe for the Oxford Utilities-Water & Sewer Division. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission to accept and authorize the Mayor to sign an MOU with MDEQ for a \$48,000.00 grant for electric vehicle fast chargers. (Rob Neely)

It was moved by Alderman Addy, seconded by Alderman Huelse to authorize the Mayor to sign an MOU with MDEQ for a \$48,000.00 grant for electric vehicle fast chargers. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Consider a request from the Oxford-Lafayette County Heritage Foundation for the use of the storage area in the Burns Belfry Auxiliary Building. (Kate Kenwright)

It was moved by Alderman Addy, seconded by Alderman Taylor to approve a request from the Oxford-Lafayette County Heritage Foundation for the use of the storage area in the Burns Belfry Auxiliary Building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Request permission to apply for the EPA Solid Waste Infrastructure Recycling (SWIFR) Grant in an amount between \$500,000.00-\$4,000,000.00. (Amberlyn Liles)

It was moved by Alderman Addy, seconded by Alderman Hyneman to apply for the EPA Solid Waste Infrastructure Recycling (SWIFR) Grant in an amount between \$500,000.00-\$400,000,000.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Request permission to apply for the Keep America Beautiful Cigarette Litter Prevention Program Grant in the amount of \$20,000.00. (Amberlyn Liles)

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to apply for the Keep American Beautiful Cigarette Litter Prevention Program Grant in the amount of \$20,000.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission to apply for the Keep America Beautiful Cigarette Litter Stand Grant for the purchase of 100 stands. (Amberlyn Liles)

It was moved by Alderman Hyneman, seconded by Alderman Morgan to apply for the Keep America Beautiful Cigarette Litter Stand Grant for the purchase of 100 stands. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Request permission to apply for the Keep America Beautiful Martin Luther King, Jr. Community and Neighborhood Building Grant in the amount of \$10,000.00. (Amberlyn Liles)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Addy to apply for the Keep America Beautiful Martin Luther King, Jr. Community and Neighborhood Building Grant in the amount of \$10,000.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Request permission to apply for the Keep America Beautiful Litter Kits Grant. (Amberlyn Liles)
- It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to apply for the Keep America Beautiful Litter Kits Grant. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
26. Consider an MOU with Congressman Trent Kelly for the use of office space in City Hall. (Mark Levy)
- It was moved by Alderman Morgan, seconded by Alderman Addy to approve an MOU with Congressman Trent Kelly for the use of office space in City Hall. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
27. Consider bids received for the renovation of the Oxford Conference Center. (Mark Levy)
- It was moved by Alderman Addy, seconded by Alderman Huelse to approve the bids received and award the contract for the renovation of the Oxford Conference Center to J. P. Corp General Contractors in the amount of \$795,000.00; and to amend the Conference Center budget as needed from the 2% Food & Beverage fund. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
28. Consider clarification for design fees from McCarty Architects for the Oxford Conference Center Renovation Project. (Mark Levy)
- This item was removed from the agenda.
29. Request permission to accept a letter from Julie Markle of Weir, Boerner, & Allin (WBA) for the final completion of Oxford Fire Department Station #2. (Mark Levy)
- It was moved by Alderman Huelse, seconded by Alderman Addy to accept a letter from Julie Markle of Weir, Boerner, and Allin (WBA) for the final completion of Oxford Fire Department Station #2. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
30. Consider a Resolution of the Mayor and Board of Aldermen in support of legislation authorizing the City of Oxford Municipal Separate School District's Board of Trustees to Consist of Seven (7) Members.
- This item was removed from the agenda.
- Aldermen Addy and Howell-Atkinson recused and left the meeting at this time.
31. First reading of an Ordinance to allow appointed members of the Oxford Municipal School District Board of Trustees to reside anywhere within the Oxford Municipal School District Territory.
- The Mayor discussed the proposed changes in this ordinance. The second reading and public hearing on this proposed ordinance will be at the next meeting.
32. Consider a request from Oxford Cycling to adopt a portion of George G. "Pat" Patterson Parkway. (Mark Levy)
- Aldermen Addy and Howell-Atkinson returned to the meeting.
- It was moved by Alderman Morgan, seconded by Alderman Addy to approve a request from Oxford Cycling to adopt a portion of George G. "Pat" Patterson Parkway. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
33. Consider the bids received for the Punkin Water Meter Replacement Project. (Reanna Mayoral)
- It was moved by Alderman Addy, seconded by Alderman Hyneman to accept the bids and approve a contract with Baird Contracting Company in the amount of \$100,740.00 for the installation of water meters for the Punkin Water Meter Replacement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
34. Consider Amendment #1 to the Professional Services Agreement with Waggoner Engineering for services related to the West Jackson Avenue Pedestrian Improvement Project. (Reanna Mayoral)
- It was moved by Alderman Morgan, seconded by Alderman Taylor to approve Amendment #1 to the Professional Services Agreement with Waggoner Engineering for services related to the West Jackson Avenue Pedestrian Improvement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
35. Consider approval of the sub-award agreement with the MS Department of Environmental Quality for the receipt of the MCWI Grant for the Wastewater Treatment Plant Flow Equalization Basin Project. (Reanna Mayoral)
- It was moved by Alderman Morgan, seconded by Alderman Addy to approve the sub-award agreement with the MS Department of Environmental Quality for the receipt of the MCWI Grant for the Wastewater Treatment Plant Flow Equalization Basin Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
36. Consider approval of the sub-award agreement with the MS Department of Environmental Quality for the receipt of the MCWI Grant for the Anderson Road-Goose Creek Surge Vessel Project. (Reanna Mayoral)

It was moved by Alderman Addy, seconded by Alderman Taylor to approve the sub-award agreement with the MS Department of Environmental Quality for the receipt of the MCWI Grant for the Anderson Road-Goose Creek Surge Vessel Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

37. Consider approval of the sub-award agreement with the MS Department of Environmental Quality for the receipt of the MCWI Grant for the Highway 314 Sewer Project. (Reanna Mayoral)

It was moved by Alderman Addy, seconded by Alderman Morgan to approve the sub-award agreement with the MS Department of Environmental Quality for the receipt of the MCWI Grant for the Highway 314 Sewer Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

38. Request permission to advertise for the Oxford Regional Water Supply "592" Project. (Reanna Mayoral)

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to advertise for the Oxford Regional Water Supply "592" Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

39. Consider an executive session.

It was moved by Alderman Addy, seconded by Alderman Hyneman to consider an executive session for issues related to personnel, potential litigation, and property ownership. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Morgan, seconded by Alderman Huelse to enter into an executive session for personnel issues in the Financial Administration and Animal Resource departments, a matter of potential litigation related to the IRS, a matter of property ownership on Van Buren Avenue, a matter of property ownership near the cemetery, and a matter of property ownership related to ROW for an upcoming project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

The City Clerk left the meeting at this time.

It was moved by Alderman Addy, seconded by Alderman Morgan to return to regular session.

It was moved by Alderman Morgan, seconded by Alderman Huelse to establish just compensation for the three parcels of property, using values as provided in the preceding executive session. These three properties will be for right-of-way for the upcoming University Avenue & Highway 7 Intersection Improvement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

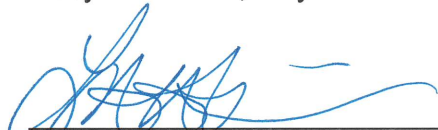
It was moved by Alderman Addy, seconded by Alderman Hyneman to terminate the employment of Cassandra Dougan in the Animal Resource Center Department for violation of City Policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

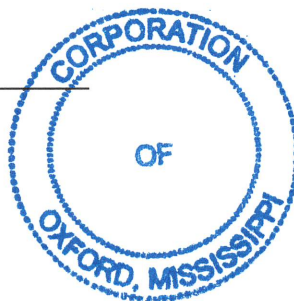
It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to promote Financial Administration employee, Jessi Tolleson, to Comptroller, with a new annual salary of \$85,000.00. This is an exempt position and will take effect on the next payroll cycle. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

40. Recess to meet at 1:00pm on Monday, January 23, 2023.

It was moved by Alderman Morgan, seconded by Alderman Addy to recess the meeting until 1:00pm on Monday, January 23, 2023. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.


Robyn Tannehill, Mayor


Ashley Atkinson, City Clerk



2. Request permission to declare equipment surplus at Oxford Utilities and authorize its disposal. (Rob Neely)

Please see attached surplus form for item description, which belongs to the Water Division. This item is a Chlorine Laboratory Probe which needs to be replaced. We plan to dispose of the old probe since it no longer is usable.



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 SURPLUSED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.

Date of Request: July 12, 2023
Department that owns Fixed Asset: Public Utilities - Wastewater Treatment Plant
Fixed Asset Tag Number (If item is not tagged, please put N/A): 04024
Physical Location of Asset: Oxford POTW

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

Make	Model	Year
VIN / Serial Number		Color

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

Description of Tool (including brand): <u>Hach DR/890 Colorimeter</u>	
<u>000390010322</u>	<u>Black</u>
Serial Number (if none, write N/A)	Color

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

Meter will not work. It can not be repaired.

Name of Person Submitting Surplus Request: Perry Lee Rogers

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

6/29/2023-7/13/2023

TO BE APPROVED: 7/18/2023

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
204335-000205	JIMMY G WILSON	1756 JEFFERSON AVENUE #109	-\$38.34	-\$50.98	INSIDE
225545-105072	LATISHA L HILLIARD	209 SAND HILL DRIVE	-\$134.19	-\$178.42	INSIDE
000982-107806	COLBERT JONES	322 HIGHWAY 7 S	-\$537.87	-\$668.35	INSIDE
226061-041856	BARRY SAVAGE	410 BRITTANY DRIVE	-\$112.54	\$149.62	INSIDE
204306-005829	LEIGH ANNE CARPENTER	423 N 16TH STREET UNIT 103	-\$34.79	-\$46.26	INSIDE
204295-012745	KARA ROSAMOND	423 N 16TH STREET UNIT 112	-\$21.30	-\$28.32	INSIDE
203931-012545	CODY DIMBERG	209 SISK AVENUE	-\$28.76	-\$76.46	OUTSIDE
203268-000023	SHERRY FOX	231 BIRCH TREE LOOP	-\$16.07	-\$36.10	OUTSIDE
201182-010824	MICHAEL HENRY	704 FAULKNER WOODS PLACE	X	-\$265.74	POOL
209262-027250	MALLORIE PERCELL	13 COUNTY ROAD 1026	-\$73.54	X	WT ONLY
TOTAL:			-\$997.40	-\$1,201.01	



MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC: Ashley Atkinson
Date: July 18, 2023
Re: Authorize the approval of donations

The Oxford Animal Resource Center requests approval from the Mayor and Board of Aldermen to accept the following donations.

- Hollywood Feed- \$131.33

I recommend approval



MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC:
Date: July 19, 2023
Re: Authorize the approval of donations

The Oxford Animal Resource Center requests approval from the Mayor and Board of Aldermen to accept the following donations.

- Hollywood Feed- \$131.33
- Anonymous- \$50.00
- Kannika Thamutuk- \$50.00

I recommend approval



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: 7/18/23

Department that owns Fixed Asset: OPD

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

Physical Location of Asset: _____

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

_____ \	_____ \	_____
Make	Model	Year
_____ \		_____
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:
K9 German Shepard, Frankie. Frankie is being retired due to health and age.

Name of Person Submitting Surplus Request: Kayla Martin

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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

RESOLUTION

Whereas, Frankie has diligently served his handler, Officer William Hollowell, and the Oxford Police Department for over eight years; and

Whereas, Frankie began his service in 2015, he became certified in narcotics detection and obedience and apprehension with two nationally recognized associations, NNDA and AWD, with his training he assisted the Oxford Police Department, Lafayette County Metro Narcotics Unit, Lafayette County Sherriff's Department, and other surrounding law enforcement agencies; and

Whereas, Frankie has had over a dozen successful tracking's that have led to felony apprehensions in four counties, he has helped seize money from criminal organizations, tracked a wanted convict that escaped from prison, has assisted in taking dozens of stolen guns and an estimated 1,500 pounds of illegal drugs off of the streets while assisting on vehicle stops; and

Whereas, Frankie has made a mark on the City of Oxford Police Department and the entire Oxford community with his dedicated service that will be remembered for years to come.

Therefore, be it resolved

That the Mayor and Board of Aldermen of the City of Oxford express their sincere appreciation and gratitude to

K-9 Frankie

for his work on behalf of the Oxford Police Department
and the City of Oxford.

Be it further resolved, that a copy of this resolution be spread upon the minutes of the City of Oxford and that a copy of the same be presented to Officer Will Hollowell, on this 18th day of July, 2023.

Mayor Robyn Tannehill

Alderman Mark Huelse Alderman Preston Taylor
Alderman Kesha Howell-Atkinson Alderman Brian Hyneman
Alderman Jason Bailey Alderman John Morgan Alderman Rick Addy

There came on for consideration the matter of the sale and issuance of a general obligation note 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 DECLARING THE NECESSITY FOR THE SALE AND ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY IN A PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION THREE HUNDRED THOUSAND DOLLARS (\$2,300,000) FOR THE PURPOSE OF RAISING MONEY TO PAY THE COSTS OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS AND PURCHASING MACHINERY AND EQUIPMENT WHICH HAS AN EXPECTED USEFUL LIFE IN EXCESS OF TEN YEARS; AUTHORIZING THE PUBLICATION OF A NOTICE OF NOTE SALE IN CONNECTION WITH SAID NOTE AND THE PREPARATION AND DISTRIBUTION OF INFORMATION AND MATERIALS RELATED TO THE SALE AND ISSUANCE OF SAID NOTE; 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") are authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "City Act"), to issue general obligation bonds to raise money for the purposes set forth therein, including, but not limited to, repairing, improving, adorning and equipping municipal buildings and purchasing machinery and equipment which has an expected useful life in excess of ten (10) years and weighing in excess of twelve thousand (12,000) pounds; and

WHEREAS, pursuant to Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (the "Note Act," and collectively with the City Act, the "Act"), the Governing Body, acting for and on behalf of the City, is authorized to issue negotiable notes of the City for any purpose for which the Governing Body is otherwise authorized to issue bonds, notes or certificates of indebtedness including those set forth in the City Act; and

WHEREAS, it is necessary and desirable and in the public interest to issue a general obligation note of the City in an aggregate principal amount not to exceed Two Million Three Hundred Thousand Dollars (\$2,300,000) in accordance with the Act to raise money for the purpose of paying the costs of repairing, improving, adorning and equipping municipal buildings and purchasing machinery and equipment which has an expected useful life in excess of ten (10) years and weighing in excess of twelve thousand (12,000) pounds (the "Project"); and

WHEREAS, the Project is in accordance with the provisions of the Act; and

WHEREAS, the Governing Body is authorized pursuant to the Act to provide funding for the Project through the issuance of a general obligation note of the City secured by a pledge of the full faith, credit and resources of the City; and

WHEREAS, the Note Act limits the aggregate amount of debt outstanding under the Note Act at any one time to the greater of Two Hundred Fifty Thousand and No/100ths Dollars

(\$250,000) or one percent (1%) of the assessed value of all taxable property within the City according to the last completed assessment for taxation; and

WHEREAS, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is Five Hundred Seven Million Five Hundred Eighty-Eight Thousand Five Hundred Seventy-Seven Dollars (\$507,588,577), and

WHEREAS, one percent (1%) of the assessed value of all taxable property located within the City is Five Million Seventy-Five Thousand Eight Hundred Eighty-Five Dollars (\$5,075,885); and

WHEREAS, the City presently has Two Million Seven Hundred Thousand Dollars (\$2,700,000) in outstanding indebtedness under the Note Act; and

WHEREAS, the issuance of the Note (as hereinafter defined) under the Act for the purpose of funding the Project will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City including those set forth in Section 21-33-303 of the City Act; and

WHEREAS, in connection with the Project, the City expects to incur expenses for which the City will advance internal funds; and

WHEREAS, the City desires to be able to reimburse itself for all or a portion of such expenses of the Project from the proceeds of such general obligation note; and

WHEREAS, it would be in the best interest of the City for the Governing Body to issue a general obligation note of the City pursuant to the Act to provide funding for the Project; and

WHEREAS, the Governing Body is authorized and empowered by the Act to issue a general obligation note of the City for the purposes as hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

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. Pursuant to the Act, the Governing Body, acting for and on behalf of the City, does hereby find and determine that the sale and issuance of a general obligation note of the City in a principal amount not to exceed Two Million Three Hundred Thousand Dollars (\$2,300,000) (the "Note") is necessary and advisable and conforms to the Act, and does hereby declare its intention to sell and issue the Note.

SECTION 2. The Note is to be issued for the purpose of financing the Project and paying certain costs incident to the sale and issuance of the Note, all as authorized by the Act.

SECTION 3. The Note is to be issued pursuant to the Act and this and subsequent resolutions of the Governing Body. The Note shall be a general obligation of the City, and the full faith, credit and resources of the City will be irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the

geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax shall be irrevocably pledged for the payment of the principal of and interest on the Note as the same shall mature and accrue.

SECTION 4. The City shall offer the Note for sale subject to the provisions of Section 12 hereof, the date, time and terms of sale to be as set forth in the "Notice of Note Sale" relating to the Note, which Notice of Note Sale and "Proposal for Purchase" shall be in substantially the forms attached hereto as Exhibit A.

SECTION 5. The Note shall be dated as of its delivery; shall bear interest from said date at the rate of interest specified in the proposal submitted by the successful bidder for the Note in accordance with the Notice of Note Sale, but not to exceed eleven percent (11%) per annum, payable on February 1 and August 1 of each year, commencing February 1, 2024; and principal and interest shall be payable in equal installments over a period of five (5) years, with principal payable on August 1 of each year, commencing August 1, 2024. The Note shall mature on August 1, 2028.

The Note shall be issued in registered form in a single denomination of not to exceed Two Million Three Hundred Thousand Dollars (\$2,300,000) and shall be numbered R-1. The Note will be subject to redemption prior to maturity at the option of the City, either in whole or in part in inverse order of maturity, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than five (5) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent (as hereinafter defined).

The principal of the Note shall be payable by the City, acting by and through the City Clerk, or by a bank or banks to be designated by the City (the "Paying and Transfer Agent") in lawful monies of the United States of America as the same shall become due. Interest will be payable by check or draft drawn upon the City or the Paying and Transfer Agent, as applicable, made payable to the registered owner named in and mailed to the address of the registered owner as it shall appear on the registration books of the City kept and maintained by the Paying and Transfer Agent.

SECTION 6. The City hereby declares its official intent to reimburse itself from the proceeds of the Note for any expenses incurred with respect to the Project within sixty (60) days prior to the date hereof and any expenses incurred subsequent to the date hereof. This resolution is intended as a declaration of official intent under Treasury Regulation Section 1.150 2. The

Note will not exceed the aggregate principal amount of Two Million Three Hundred Thousand Dollars (\$2,300,000).

SECTION 7. Butler Snow LLP, Ridgeland, Mississippi is hereby selected to serve as Special Counsel to the City ("Special Counsel") in connection with the sale and issuance of the Note. The terms of employment for Special Counsel are set forth in the engagement letter (the "Engagement Letter") attached hereto as Exhibit B. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The form of the Engagement Letter and the execution thereof by the Mayor of the City (the "Mayor") is hereby approved and authorized.

SECTION 8. Mayo Mallette PLLC, Oxford, Mississippi, is hereby selected to serve as counsel to the City ("City Counsel") in connection with the sale and issuance of the Note.

SECTION 9. Government Consultants, Inc., Madison, Mississippi, is hereby selected to serve as Independent Registered Municipal Advisor to the City (the "Municipal Advisor") in connection with the sale and issuance of the Note. The Mayor, acting for and on behalf of the City, is hereby authorized and directed to execute and deliver the Independent Registered Municipal Advisor disclosure letter of the Municipal Advisor attached hereto as Exhibit C.

SECTION 10. Special Counsel is hereby authorized and directed to cause the Notice of Note Sale to be published at least one (1) time, which shall not be less than ten (10) days prior to the date of the sale of the Note, in *The Oxford Eagle*, Oxford, Mississippi, a newspaper having general circulation in the City.

SECTION 11. The Mayor, Special Counsel and the Municipal Advisor are hereby authorized and directed to cause to be prepared, distributed and furnished to prospective bidders for the Note, and to other interested persons, such materials and information concerning the City as may be convenient to the public sale of the Note.

SECTION 12. The Mayor is hereby authorized and directed to make all final determinations necessary in connection with (a) the publication of the Notice of Note Sale, including the date of sale, the dated date of the Note, the maturity schedule relating to the Note, the final aggregate principal amount of the Note, the redemption terms of the Note and any other terms thereof, and (b) the Proposal for Purchase; provided, however, that such determinations shall be subject to ratification by the Governing Body.

SECTION 13. Special Counsel shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice of Note Sale for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date for the receipt of proposals for the purchase of the Note.

SECTION 14. 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: _____
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 of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 18th day of July, 2023.

(SEAL)

CITY OF OXFORD MISSISSIPPI

By: _____
Mayor

Attest:

City Clerk

80786941.v1

EXHIBIT A

NOTICE OF NOTE SALE

**\$2,300,000
CITY OF OXFORD, MISSISSIPPI
GENERAL OBLIGATION NOTE, SERIES 2023**

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen (the "Governing Body") of the City of Oxford, Mississippi (the "City") will receive sealed bids in the Office of the City Clerk in the City Hall of the City located at 107 Courthouse Square in the City until the hour of 3:30 p.m. on August 15, 2023, for the purchase at not less than par of \$2,300,000 City of Oxford, Mississippi General Obligation Note, Series 2023 (the "Note"), at which time said bids will be publicly opened by the City Clerk and read for the purchase of the Note.

The Note will be dated and bear interest from the date of its delivery; will be delivered in the denomination of \$2,300,000; will be numbered R-1; will be issued in registered form; and will bear interest, payable on February 1 and August 1 of each year commencing on February 1, 2024, at the rate of interest specified in the proposal submitted by the successful bidder in accordance with this Notice of Note Sale. Interest will be payable by check or draft of either the City, acting by and through the City Clerk, or a bank or banks to be named by the City (the "Paying and Transfer Agent") made payable to the registered owner of the Note named in and mailed to the address appearing on the registration books of the City kept and maintained by the Paying and Transfer Agent.

Principal of the Note will be payable by the Paying and Transfer Agent on August 1 in the following years and amounts:

Year	Principal Amount
2024	\$460,000
2025	460,000
2026	460,000
2027	460,000
2028	460,000

The Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part in inverse order of maturity, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than five (5) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

The Note will be issued pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "City Act"), and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (the "Note Act" and together with the City Act, the "Act"). The Note is being issued to raise money for the

purpose of paying the costs of repairing, improving, adorning and equipping municipal buildings and purchasing machinery and equipment which has an expected useful life in excess of ten (10) years and weighing in excess of twelve thousand (12,000) pounds, and paying certain costs incident to the sale and issuance of the Note.

The Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall respectively mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax shall be irrevocably pledged for the payment of the principal of and interest on the Note as the same shall mature and accrue.

The Note is to be sold at par and is to be awarded to the bidder complying with the terms hereof and offering to purchase the Note at the lowest rate of interest to the City. The Note shall bear only one rate of interest as specified in the proposal which it will bear from its date to its stated maturity date of August 1, 2028. The rate of interest on the Note shall not exceed eleven percent (11%) per annum. Bidders must acknowledge in their respective proposals that, contemporaneously with or prior to delivery of the Note, the City shall receive from the successful bidder a document in form and substance satisfactory to the City to the effect that:

- (a) the successful bidder is purchasing the Note for its own account for the purpose of investment and not with a view towards distribution or resale;
- (b) the bidder has knowledge and experience in financial matters, and it is capable of evaluating the merits and risks of purchasing the Note;
- (c) the bidder has read and fully understands the resolutions under which the Note is issued;
- (d) the bidder has had an opportunity to obtain and has received from the City all of the information, documents and materials which it regards as necessary to evaluate the merits and risks of its purchase of the Note;
- (e) the bidder recognizes that Butler Snow LLP ("Special Counsel") is not responsible for any information contained in or omitted from materials regarding the City and the Note and acknowledges that it does not look to Special Counsel to obtain such information on its behalf; and

(f) while it has no present intention to resell or otherwise dispose of all or any part of the Note purchased by it, the bidder assumes responsibility for disclosing all material information in compliance with all applicable federal and state security laws in the event of its resale of the Note.

All proposals must be enclosed in a sealed envelope and should be addressed to the Governing Body, at their offices located at City Hall, 107 Courthouse Square, Oxford, Mississippi 38655 attention: Ashley Atkinson, City Clerk, City of Oxford and worded on the outside, in substance, "Proposal for City of Oxford, Mississippi General Obligation Note, Series 2023". **ALL PROPOSALS MUST BE UNCONDITIONAL.**

The Governing Body reserves the right to reject any or all proposals as well as the right to waive any irregularity or informality in any proposal. All proposals shall be submitted on a Proposal for Purchase which may be obtained from Ashley Atkinson, City Clerk, City of Oxford, 107 Courthouse Square, Oxford, Mississippi 38655 telephone: (662)232-2312, or from the City's financial advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman.

In the opinion of Special Counsel, assuming compliance by the City with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Note is excluded from gross income for federal income tax purposes. Furthermore, interest on the Note is not a separate tax preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code")) for the purpose of computing the alternative minimum tax imposed on corporations. Special Counsel will express no other opinion regarding other federal tax consequences resulting from the ownership, receipt or accrual of interest on or disposition of the Note. In addition, Special Counsel is further of the opinion that under and pursuant to the Act, the Note and interest thereon are exempt from all income taxes imposed by the State of Mississippi.

[The Note is being issued as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.]

The final approving opinion of Special Counsel relating to the validity and tax exemption of the Note, together with a non-litigation certificate of the City dated the date of delivery of the Note, and a transcript of the proceedings relating to the Note will be delivered to the successful bidder without charge.

The successful bidder will be given at least seven (7) business days advance notice of the proposed date of delivery of the Note when that date has been tentatively determined. The Note will be delivered in Oxford, Mississippi or such other place as the Governing Body shall designate and payment therefor shall be made in federal or other immediately available funds.

The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Note if the Note to be delivered by the City in accordance with the preceding paragraph is not tendered for delivery within sixty (60) days from the date of sale thereof. The City shall have the right, at its option, to cancel its agreement to sell the Note if within five (5)

days after the tender of the Note for delivery the successful bidder shall not have accepted delivery of and paid for the Note.

Further information may be obtained from Ashley Atkinson, City Clerk, City of Oxford, 107 Courthouse Square, Oxford, Mississippi 38655 telephone: (662) 232-2312, or from the City's financial advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601) 982-0005, attention: Mr. Steve Pittman.

DATED: July 18, 2023

CITY OF OXFORD, MISSISSIPPI

By /s/ Ashley Atkinson
City Clerk

PROPOSAL FOR PURCHASE
\$2,300,000
CITY OF OXFORD, MISSISSIPPI
GENERAL OBLIGATION NOTE, SERIES 2023

August 15, 2023

Mayor and Board of Aldermen
City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Ladies and Gentlemen:

For Two Million Three Hundred Thousand Dollars (\$2,300,000) principal amount City of Oxford, Mississippi General Obligation Note, Series 2023 (the "Note") of the City of Oxford, Mississippi (the "City"), dated as of its delivery, and bearing interest at the rate specified below, we will pay you the aggregate par value thereof. The principal of the Note will be payable in the amounts and in the years set forth in the Notice of Note Sale relating to the Note dated July 18, 2023 (the "Notice of Note Sale").

The Note shall bear interest at the rate of _____ percent per annum. This proposal is subject to all the terms and conditions of the Notice of Note Sale which notice by this reference thereto is hereby made a part hereof. We hereby acknowledge that we will fully comply with the terms and requirements of the Notice of Note Sale.

This proposal is for immediate acceptance.

Bidder _____

By _____

[Print Name]

[Signature]

Title _____

Address _____

Telephone Number _____

(Note: No addition to or alteration in this proposal is to be made, and any erasure may cause a rejection of this proposal. Proposals must be filed with the Mayor and Board of Aldermen of the City of Oxford, Mississippi in the Office of the City Clerk in the City Hall located at 107 Courthouse Square, Oxford, Mississippi 38655 attention: Ashley Atkinson, City Clerk, sealed and worded on the outside, in substance, "Proposal for City of Oxford, Mississippi General Obligation Note, Series 2023", before 3:30 o'clock p.m., Mississippi time, on August 15, 2023.

ACCEPTANCE

The above proposal accepted by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, this the 15th day of August, 2023.

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

Attest:

City Clerk

EXHIBIT B

ENGAGEMENT LETTER OF BUTLER SNOW LLP

EXHIBIT C

IRMA LETTER OF GOVERNMENT CONSULTANTS, INC.



July 18, 2023

Mayor and Board of Aldermen
City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Not to Exceed \$2,300,000 City of Oxford, Mississippi General Obligation Note,
Series 2023 (the "Note")

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as special counsel to the City of Oxford, Mississippi (the "City"), in connection with the issuance of the above-referenced Note. We understand that the Note is being issued for the purpose of paying the costs of making certain capital improvements in the City, purchasing certain heavy duty equipment for the City and paying certain costs incident to the sale and issuance of the Note, all as authorized by Sections 21-33-301, Mississippi Code of 1972, as amended and supplemented, and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (together, the "Act"), and will be secured by the full faith and credit of the City as authorized by the Act.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Opinion") regarding the validity and binding effect of the Note, the source of payment and security for the Note, and the excludability of interest on the Note from gross income for federal and State of Mississippi (the "State") income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Note and coordinate the authorization and execution of such documents;
3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Note;
4. Review legal issues relating to the structure of the issue;
5. Pursue validation proceedings under State law, if required; and

*Post Office Box 6010
Ridgeland, MS 39158-6010*

*T 601.948.5711
F 601.985.4500
www.butlersnow.com*

*Suite 1400
1020 Highland Colony Park
Ridgeland, Mississippi 39157*

BUTLER SNOW LLP

6. Prepare and review the notice of sale pertaining to the competitive sale of the Note.

Our Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Note. The Opinion will be based on facts and laws existing as of its date. In rendering our Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Note. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Note and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Note, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that such official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Drafting State constitutional or legislative amendments;

(c) Pursuing test cases or other litigation, such as contested validation proceedings;

(d) Making an investigation or expressing any view as to the creditworthiness of the City or the Note;

(e) Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Note or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(f) Representing the City in IRS examinations or inquiries, or SEC investigations;

(g) Giving and/or providing any financial advice or recommendations concerning the issuance of the Note as mandated by SEC rules; or

(h) Addressing any other matters not specifically set forth above that is not required to render our Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City has been engaged by the City to assist with the issuance of the Note, particularly as to the authorization, execution and delivery of documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as special counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Note. Nevertheless, subsequent to Closing, we will prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Note.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Note. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Note so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Note. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Our fees for the duties we will undertake pursuant to this engagement letter and the responsibilities we will assume in connection therewith, will be negotiated with the City based upon our understanding of the terms, structure, size and schedule of the financing represented by the Note and the time we anticipate devoting to the financing.

If the financing is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

Regardless of the above, we reserve the right that our fee may vary: (a) if the principal amount of the Note actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise, which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

BUTLER SNOW LLP

By: 
Sue H. Fairbank

Accepted and Approved:

CITY OF OXFORD, MISSISSIPPI

BY: _____
Mayor

Dated: _____

Authorized by resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, dated July 18, 2023.



GOVERNMENT
CONSULTANTS

GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

July 18, 2023

Mayor and Board of Aldermen
City of Oxford, Mississippi
107 Courthouse Square
Oxford, Mississippi 38655

Re: City of Oxford, Mississippi
Not of Exceed \$2,300,000 City of Oxford, Mississippi General Obligation Note, Series 2023 (the
“Note”)
Engagement Letter (the “Letter”)

Dear Mayor and Board of Aldermen,

We are writing to provide certain disclosures to you as representative of the City of Oxford, Mississippi (the “Issuer”) as required by the Securities and Exchange Commission (“SEC”) and Municipal Securities Rulemaking Board (“MSRB”). Government Consultants, Inc. (“GCI” or the “Municipal Advisor”) is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to you relative to the issuance of the above referenced Note.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to you. This is different than an underwriter, if any, who only has an obligation to deal fairly with you. The underwriter, if any, has financial and other interests that differ from yours, unlike the Municipal Advisor who has no financial or other interests that differ from your own.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential note or debt issuance.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine which course of action best suits your interests. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives related to the Note.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to you. In accordance with MSRB Rule G-42, GCI will follow its fiduciary duty, that includes the duty of loyalty and the duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in your best interest. There are no other known material conflict(s) of interest at the time of engagement.

If any new or additional material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the you.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the issuance of the Note and is based, in part, on the size of the notes. We will negotiate with you as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to you and provide unbiased and independent advice as required by the MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

GCI recommends potential clients to undertake its own evaluation of GCI's regulatory history, professional qualifications, and other material issues. Such information, whether material or not, must be reported on Form MA and/or MA-I filed with the SEC. There are no recent changes made on any Form MA or Form MA-I, which are available and can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Notes

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require that these payments be made no matter what budget restraints may be encountered. Your failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer other debts at market rate levels.

Please be aware of the following basic aspects of the Note:

Fixed rate debt is an interest-bearing obligation that contains rates specified at closing and will not change while the note is outstanding. Maturity dates are fixed at the time of the closing and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate note is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation debt is an obligation to which your full faith and credit is pledged to pay principal and interest. This pledge is in the form of a millage, without limitation, to be collected within your jurisdiction in order to provide for the timely payment of general obligation debt. If needed, you promise to collect the taxes and repay the debt to which this obligation is pledged.

Additionally, the Note will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the note issue, how you use any facilities constructed with the proceeds of the note issue and other restrictions throughout the term of the Note.

It is recommended that you consult with note counsel on such tax matters related to the issuance of the Note.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as your appointed municipal advisor and ends upon the closing and delivery of the Note. The Engagement may be terminated with or without cause by either party. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on in the space provided below. If you are not authorized to execute this Letter, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Government Consultants, Inc.

BY:  _____
Steve Pittman

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature

Robyn Tannehill, Mayor, City of Oxford, Mississippi
Authorized Representative's Name

Environmental Services
Superintendent

359
oxfordms.net
1, 2023



<https://share.icloud.com/photos/002xVYmFiWxMuaMwaQS2LoVVg>

CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	MILES/HRS	CONDITION	REPAIRS REQUIRED	AUCTION RANGES
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Exhibit B
 City of Oxford, Environmental Services
 Amberlyn Liles, Superintendent
 717 Molly Barr Rd
 Oxford, MS 38655
 Phone: 662-232-2359
 E mail: amberlyn@oxfordms.net
 Auction: Sept 19 -21, 2023



<https://share.icloud.com/photos/002xYmFWwMuaMwaQ5ZLoVvg>

EQPT #	CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	MILES/HRS	CONDITION	REPAIRS REQUIRED	AUCTION RANGES
414	GARBAGE / SANITATION TRUCK	2014	MACK	MRU613	1M2AV04C4EM010861	T/A, Mack engine, Allison A/T, 46K rears, 20K front, 28 yrd Heil front loader body, 11R22.5 rear tires, 425/65R22.5 front tires	130,502 / 14,242	fair, minor damage on interior, broken plastic around trans control, no major exterior damage, bent rear step	clean-up, tires must be >50% in all positions, clean/repaint cab, repair broken cab shifter housing	\$42,750.00 - \$47,250.00
442	GARBAGE / SANITATION TRUCK	2019	AUTOCAR	XPEDITOR	5VCACLUF0KC227334	T/A, 350 hp Cummins ISX12, Allison 4500 A/T, 46K rears, 20K front, 28 yrd Heil Half/Pack front loader body, 11R22.5 rear tires, 315/80R22.5 front tires	73,382 / 8,399	very good, cracked windshield, broken FL turn signal	clean-up, tires must be >50% in all positions, fix FL turn signal, replace broken glass, <u>repair Left front door/Cab</u>	\$117,500.00 - \$127,500.00
402	GARBAGE / SANITATION TRUCK	2019	FREIGHTLINER	M2	1FVHCYFE1KHKG7146	T/A, 350 hp Cummins L9, Allison A/T, 46K rears, 20K front, 27 yrd Heil DuraPack 5000 rear loader body, (1) tipper, 11R22.5 rear tires, 315/80R22.5 front tires	30,423 / 3,881	very good	clean-up, tires must be >50% in all positions	\$68,000.00 - \$78,000.00
441	GARBAGE / SANITATION TRUCK	2019	FREIGHTLINER	M2	1FVHCYFEXKHKG7145	T/A, 350 hp Cummins L9, Allison A/T, 46K rears, 20K front, 27 yrd Heil DuraPack 5000 rear loader body, (2) tipper, 11R22.5 rear tires, 315/80R22.5 front tires	45,302 / 6,673	very good, slight rip in seat	clean-up, tires must be >50% in all positions, repair torn seat.	\$68,000.00 - \$78,000.00
430	GRAPPLE TRUCK	2016	FREIGHTLINER		1FVACXCY3GHGU4181	S/A, 350 hp Cummins L9, Allison A/T, 33,000 lb. GVWR, PAC-MAC KBF20H-HJ grapple,	105,615	fair, ripped seat, front bumper damage	clean-up, tires must be >50% in all positions, repair torn seat, replace front bumper	2,500.00 - \$42,500.00

Total Gross Guarantee:	\$ 332,500.00
Commission Rate:	7%
Sale Date:	June 13-15, 2023

Customer Initial _____
 JMW Initial _____
 JMW Initial _____

THIS DOCUMENT IS CONFIDENTIAL; IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC. REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC. UNAUTHORIZED USE IS STRICTLY PROHIBITED.

ATTENTION: All repairs must be performed on the equipment as set forth in this report. If any of the above listed repairs are not performed or minimum requirements not met J.M. Wood Auction Co., Inc will have the repairs completed and deducted from seller's proceeds. ALL EQUIPMENT MUST BE IN THE SAME OR BETTER WORKING CONDITION, AS WHEN THIS CONDITION REPORT/APPRaisal WAS DONE. Should any of the foregoing conditions not be met, the equipment will be subject to reappraisal and/or reevaluation by an agent of J.M. Wood Auction Company, Inc.

CONDITIONS OF TRUCK GUARANTEE

1. Vehicles must be in road-worthy condition, including engine (example; water in the oil or excessive blow-by not acceptable).
2. Body damage on cab or body is not accepted. Broken glass not accepted, any factory-installed equipment must be in working condition (radio, air conditioner, lights, dump body tarps, etc.). All units must crank by the key.
3. Tires must have sound casing, average 50% remaining tread with original rubber in all positions. Each Truck must have matched tread on rear axles.
4. Trucks must be delivered with clear and acceptable titles at time of sell.
5. Dump Body and Flat Body all hoist working properly, no hydraulic leaks, PTO working properly, sidewalls and floors in saleable condition (no bends, pits, or breaks).

CONDITIONS OF MOTOR GRADER GUARANTEE

1. Tires must be 50% or better.
4. No broken glass accepted.
5. Drawbar ball must be tight.
6. Moldboard - Wear strips must be tight and cutting edges must be 75% or better.

Customer Initial _____

Date _____

JMW Initial _____

Date _____



Memorandum

To: Mayor and Board of Alderman
From: Robert Baxter, AICP; Senior Planner
Date: July 18, 2023
RE: Request approval for Preliminary and Final Plat Approval for Case #2980, Fred Graves, LLC, for 'Belk Boulevard Business Park', for property located at 1654 Belk Boulevard (PPIN #24253)

The subject property is a +/- 1.37-acre site located at the southwest corner of Belk and Highway 7. The property is zoned Urban Corridor (UCO). The property was previously approved, and is currently being developed with, a gas station and associated convenience store with an additional commercial space on the northwest of the property. The applicant is returning to request Preliminary and Final Plat approval for a subdivision of the parcel that would split the gas station from the other commercial building.

The resultant lots would be +/- 0.555 acres and +/- 0.814 acres. Both lots meet frontage width requirements and if the buildings are constructed according to the approved site plan, those would meet the build-to and setback requirements for the UCO district.

Engineering provided comments in the attached Staff Report.

At the July 10, 2023 Planning Commission meeting, the Planning Commission unanimously recommended approval of the request for Preliminary and Final Plat Approval for 'Belk Boulevard Office Park' with the conditions that are listed in the staff report.

Recommendation: Staff recommends approval of the requested Preliminary and Final Plat approval for 'Belk Boulevard Business Park' with the following conditions:

1. Stamped recorded copy of the covenants shall be provided to the Planning Department. (Planning)
2. Approval is for the plan as submitted. (Planning)
3. As-built construction plans are provided as part of the record for the final plat. (Engineering)



OXFORD

PLANNING
DEPARTMENT

Case 2980

To: Oxford Planning Commission
From: Robert Baxter, AICP; Senior Planner
Date: July 10, 2023

Applicant: Fred Graves, LLC (Fred Graves)
Owner: Same
Request: Preliminary and Final Plat for 'Belk Boulevard Business Park'
Location: 1654 Belk Boulevard (PPIN #24253)
Zoning: (UCO) Urban Corridor District

Surrounding Zoning:

All: (UCO) Urban Corridor District

Case History: [Case #2609](#) – Site Plan Approval – March 2020

Planning Comments: The subject property is a +/- 1.37-acre site located at the southwest corner of Belk and Highway 7. The property is zoned Urban Corridor (UCO). The property was previously approved, and is currently being developed with, a gas station and associated convenience store with an additional commercial space on the northwest of the property. The applicant is returning to request Preliminary and Final Plat approval for a subdivision of the parcel that would split the gas station from the other commercial building.

The resultant lots would be +/- 0.555 acres and +/- 0.814 acres. Both lots meet frontage width requirements and if the buildings are constructed according to the approved site plan, those would meet the build-to and setback requirements for the UCO district.

Staff has received draft covenants and mutual access, cross parking and common space agreements.

Engineering Comments: The proposed plat divides property that was part of a previously approved site plan (Case 2609). As-built construction plans are requested as there appear to have been some small changes in the site. The plat indicates that pipes within the right-of-way

belong to the City, but these are on MDOT right-of-way and the plat language will require amendment. MDOT also required the widening of Belk Boulevard as part of the site plan approval process. The proposed division of the lot is through the stormwater detention system. The appropriate ownership, or percentage ownership, and maintenance responsibility of each lot owner must be reflected on the plat. Staff has previously suggested the following language, or some appropriate variation thereof, in such instances:

AN OWNER'S INTEREST IN THE STORMWATER MANAGEMENT FACILITIES SHALL NOT BE SEVERED FROM THEIR INTEREST IN THEIR LOT.

IN THE EVENT THAT THE OWNERS DO NOT PROPERLY PERFORM MAINTENANCE ON THE STORMWATER MANAGEMENT FACILITY THE CITY OF OXFORD SHALL RETAIN THE RIGHT TO PERFORM MAINTENANCE AND REPAIRS TO THE STORMWATER MANAGEMENT FACILITY. THE COST OF ANY SUCH MAINTENANCE AND REPAIRS WILL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNERS AND MAY BE ADDED AS A LIEN ON THEIR TAX BILL.

The proper denotation of stormwater management ownership and maintenance must be included on the plat prior to the request for Final Plat being considered by the Board. Due to the proposed split ownership of the detention system, staff requests that the stormwater certification be submitted prior to the final plat being signed by City officials.

Recommendation: Staff recommends approval of the requested Preliminary and Final Plat approval for 'Belk Boulevard Business Park' with the following conditions:

1. Approval of the Preliminary and Final Plat for 'Belk Boulevard Business Park' by the Mayor and Board of Aldermen. (Planning)
2. Stamped recorded copy of the covenants shall be provided to the Planning Department. (Planning)
3. Approval is for the plan as submitted. (Planning)
4. As-built construction plans are provided as part of the record for the final plat. (Engineering)
5. Prior to the Board of Alderman hearing the case for Final Plat, all necessary comments regarding stormwater detention ownership and maintenance must be added to the plat. (Engineering)

6. Prior to plat being signed, Stormwater certification must be received and accepted. (Engineering)

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

1776 North Lamar Boulevard
Oxford, MS 38655
oxford@pecorpms.com



Land Planning/Subdivisions
Road and Bridge Design
Utility System Design
Materials Testing

Phone 662-234-8539
Fax 662-234-8639
www.pecorpms.com

April 28, 2023

Mr. Ben Requet, AICP
Director of Planning
City of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: Subdivision – Preliminary Plat
Subdivision – Final Plat
Belk Boulevard Business Park
Belk Boulevard & Mississippi Highway 7
Oxford, MS

Dear Ben,

On behalf of our client, Fred Graves, we are making application for Subdivision – Preliminary and Final Plat for Belk Boulevard Business Park. This project was previously approved as Rascals under separate application.

Belk Boulevard Business Park is located at the SW corner of the intersection of Belk Drive and Mississippi Highway 7. The property is approximately 1.37 acres and is being subdivided into a 0.555 acre lot (Lot 1) and a 0.814 acre lot (Lot 2).

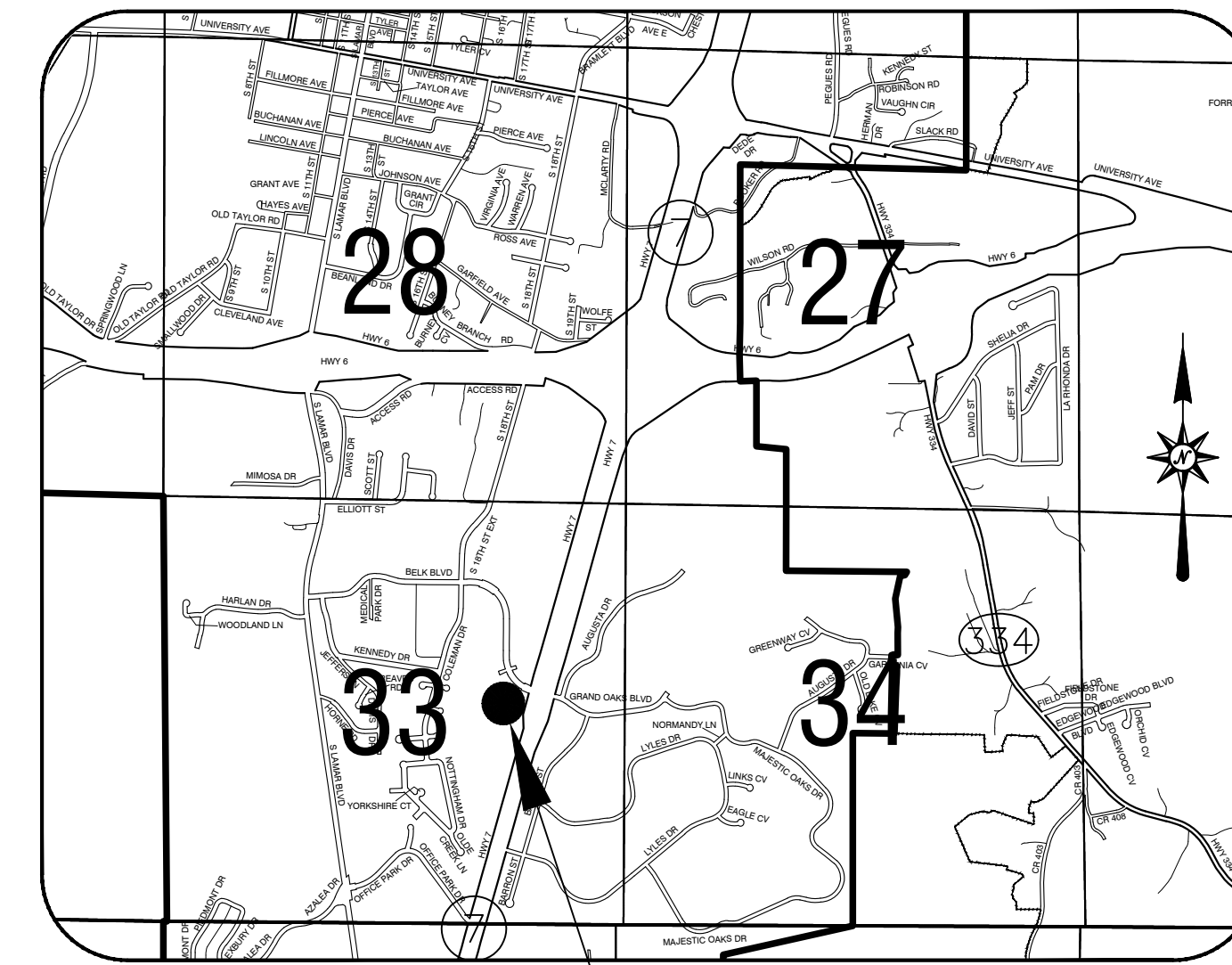
The Rascals Convenience Store is nearing completing on Lot 2 and all required infrastructure is in place to serve lot 2 including domestic & fire water, sanitary sewer, storm drainage and circulation drives/parking. The subsurface detention system is also complete and serves both Lots 1 & 2.

This application includes applicable easements and subdivision covenants that define how various site components/infrastructure are shared and responsibilities for future maintenance.

Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Paul Koshenina, P.E.
President/CEO
Precision Engineering Corporation



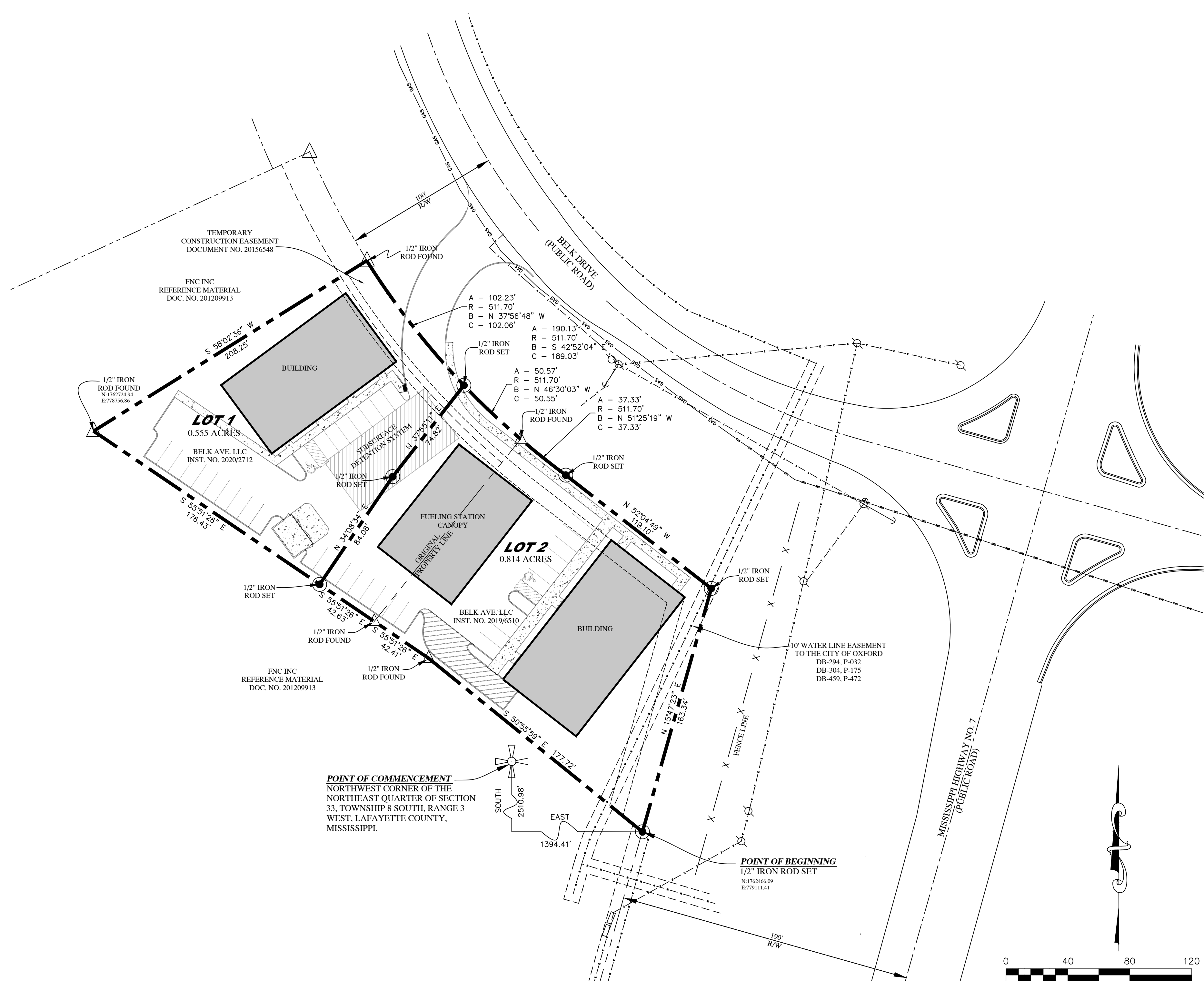
PROJECT LOCATION
VICINITY MAP



PHONE: (662) 234-8539
FAX: (662) 234-8639
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
ADDRESS: 1776 N. LAMAR OXFORD, MS 38655

REVISIONS:

NO.	DATE	REVISIONS	BY:



LEGEND

- These standard symbols may be found in the drawing.
- — — — — PROPERTY LINES
 - - - - - ADJOINING PROPERTY LINES
 - - - - - EASEMENT LINES
 - - - - - SETBACK LINES
 - - - - - EDGE OF PAVEMENT
 - - - - - CENTERLINE OF ROAD
 - - - - - ELECTRIC LINES
 - - - - - GAS LINES
 - - - - - FENCE LINES
 - - - - - DITCH LINE
 - - - - - FIBER OPTIC LINES
 - - - - - SEWER LINES
 - - - - - WATER LINES
 - POWER POLE
 - △ PROPERTY CORNER MONUMENT FOUND

~SURVEYOR'S CERTIFICATE~
I do hereby certify that this conforms to the minimum requirements as set forth by the State Board for a Class "B" Survey and that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for surveying in the State of Mississippi to the best of my knowledge, information, and belief.
JONATHAN E. ADAMS MS PS-2879 DATE

~DESCRIPTION OF SURVEY~
The following description is based on the Mississippi East State Plane Coordinate System grid North as determined by GPS observations with a convergence of (-0° 23'00") and a scale factor of 0.999998172 calculated at the Point Of Beginning.
A parcel of land located in the Northeast Quarter of Section 33, Township 8 South, Range 3 West, in the City of Oxford, Lafayette County, Mississippi and containing 1.369 Acres. This property described in more detail as follows:
Commencing at the Northwest corner of the Northeast Quarter of Section 33, Township 8 South, Range 3 West, Lafayette County, Mississippi. Run thence due South a distance of 2510.98 feet to a point; Thence due East a distance of 1394.41 feet to a 1/2" iron rod set on the Western Right-of-way line of Mississippi Highway No. 7 at the POINT OF BEGINNING. Said point being further defined by Mississippi East State Plane Coordinates of N: 1762466.09 & E: 779111.41;
From said Point of Beginning, run North 15 Degrees 47 Minutes 23 Seconds East along said Right-of-Way line a distance of 163.34 feet to a 1/2" iron rod set; Thence North 52 Degrees 04 Minutes 49 Seconds West leaving said Right-of-Way line and along the Southern Right-of-Way line of Belk Drive a distance of 119.10 feet to a 1/2" iron rod set; Thence continue along said Right-of-Way line with a curve turning to the right having an arc length of 190.13 feet, a radius of 511.70 feet, a chord bearing of North 42 Degrees 52 Minutes 04 Seconds West, and a chord length of 189.03 feet, to a 1/2" iron rod found; Thence South 58 Degrees 02 Minutes 36 Seconds West leaving said Right-of-Way line a distance of 208.25 feet to a 1/2" iron rod found (N:1762724.94 E:778756.86); Thence South 55 Degrees 51 Minutes 26 Seconds East a distance of 261.47 feet to a 1/2" iron rod found; Thence South 50 Degrees 55 Minutes 59 Seconds East a distance of 177.72 feet back to the Point of Beginning.

~SURVEYORS NOTES~
1. This Property has a land use classification of Class "B" as defined in Appendix "A" and the boundary survey meets the Minimum Quality Requirements for Condition "B" as defined in Appendix "B" of the "MISSISSIPPI STANDARDS OF PRACTICE FOR SURVEYING".
2. All Bearings Are Based On Mississippi East State Plane Coordinate System Grid North As Determined By GPS Observations With A Convergence Of (-0° 23' 00") And A Scale Factor Of 0.999998172 Calculated At The Point Of Beginning.
3. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on below station
GGC Real Time Network
CORS - This is a GPS Continuously Operating Reference Station
Designation - Oxford Cors ARP
CORS ID - MS0X
PID - DK6714
Lat - 34° 21' 50.93047"
Lon - 89° 31' 56.51638"
4. Date Of Field Survey: April 2023.
5. This Property is Zoned (UCO) Urban Corridor District, Setbacks For This Zone Are As Follows: Front Build to Line (min./max.) = 15/25' Side = 0' Rear = 25'
6. This survey is subject to any easements recorded or unrecorded, shown or not shown on this Plat.
7. The underground utility locations shown hereon have been prepared, in part, on the basis of information compiled and furnished by others, the surveyor will not be responsible for any error or omissions which have been incorporated into this document as a result, the surveyor does certify that the utilities are shown as accurate as possible base on the information provided to Precision Engineering Corporation.
8. Adjoining property owners shown hereon were obtained from Tri State Consulting Services Inc. as shown at the time of survey and may or may not be up to date.
9. According to Federal Emergency Management Agency Flood Insurance Rate Map No.2807(C0259C) dated November 26, 2010, portions of the surveyed property is located within Zone "X".

FINAL PLAT FOR
BELK BOULEVARD BUSINESS PARK
NE ¼ OF SEC. 33, T-8-S, R-3-W, IN THE CITY OF OXFORD,
LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY: J. ADAMS, PS	DATE: 04-25-2023
CHECKED BY: J. ADAMS, P.S.	SCALE: 1"=40'
DRAWING NO.: 19147	

ALL ENGINEERING DRAWINGS ARE IN CONFIDENCE AND DISSEMINATION MAY NOT BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED.
PAGE NO.:
1.0

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-SURVEYOR'S CERTIFICATE-

I CERTIFY THAT THE WITHIN PLAT OF BELK BOULEVARD BUSINESS PARK, IN LAFAYETTE COUNTY, MISSISSIPPI, IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION AND THAT I SIGNED AND DELIVERED IT AS MY OWN ACT AND DEED.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20____.

JONATHAN E. ADAMS
MISSISSIPPI PS. #2879

**-CITY OF OXFORD-
-STATE OF MISSISSIPPI-**

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD PLANNING COMMISSION, THIS THE _____ DAY OF _____, 20____.

JR RIGBY, CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

-CITY ENGINEER'S CERTIFICATE-

I CERTIFY THAT BELK BOULEVARD BUSINESS PARK HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR THE BELK BOULEVARD BUSINESS PARK:

1. ALL IMPROVEMENTS HAVE BEEN INSTALLED BY THE SUB-DIVIDER IN ACCORDANCE WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE BOARD OF ALDERMEN, GIVING APPROVAL OF THE PRELIMINARY PLAT, AND ACCEPTING MAINTENANCE OF UTILITIES AND STREETS.
2. A BOND, OR CERTIFIED CHECK HAS BEEN POSTED BY THE SUB-DIVIDER WHICH IS AVAILABLE TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

AS OF THIS THE _____ DAY OF _____, 20____.

REANNA MAYORAL, PE
CITY ENGINEER, CITY OF OXFORD

**-CITY OF OXFORD-
-COUNTY OF LAFAYETTE-
-STATE OF MISSISSIPPI-**

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD, BOARD OF ALDERMEN, THIS THE _____ DAY OF _____, 20____.

ROBYN TANNEHILL
MAYOR, CITY OF OXFORD

-ENGINEER'S CERTIFICATE-

I CERTIFY THAT BELK BOULEVARD BUSINESS PARK IS IN CONFORMANCE WITH THE DESIGN REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND SPECIFIC CONDITIONS IMPOSED ON THIS DEVELOPMENT, AND TAKES INTO ACCOUNT ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20____.

PAUL KOSHENINA
MISSISSIPPI PE #14912

-RESTRICTIVE COVENANTS-

RECORDED IN INSTRUMENT NUMBER _____ OF THE LAND RECORDS IN THE CHANCERY CLERK'S OFFICE OF LAFAYETTE COUNTY, MISSISSIPPI.

-OWNER'S CERTIFICATE-

WE, BELK AVE. LLC AS OWNER OF THE TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT WE DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED, AS SHOWN ON THE ATTACHED PLAT FOR BELK BOULEVARD BUSINESS PARK. THERE ARE NO STREETS TO BE DEDICATED. PROPERTY IS SUBJECT TO THE REGULATIONS OF AND APPROVAL BY THE BOARD OF SUPERVISORS OF LAFAYETTE COUNTY. UTILITY EASEMENTS ARE ALSO DEDICATED TO THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION. SUCH SUBDIVISION AND DEDICATION IS THE OWNER'S OWN ACT AND DEED OF THEIR OWN FREE WILL.

WITNESS MY HAND AND SIGNATURE

**-ACKNOWLEDGEMENT-
-COUNTY OF LAFAYETTE-
-STATE OF MISSISSIPPI-**

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, AMANULLAH DEVIL MANAGER OF, BELK AVENUE, LLC, WHO ACKNOWLEDGED THAT HE/SHE AS OWNER OF THE PROPERTY DESCRIBED HEREON, AND AS ITS ACT AND DEED HE/SHE SIGNED, EXECUTED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ OF _____, 20____.

AMANULLAH DEVIL MANAGER
BELK AVENUE, LLC
OWNER

NOTARY PUBLIC

**-COUNTY OF LAFAYETTE-
-STATE OF MISSISSIPPI-**

I, SHERRY WALL, CHANCERY CLERK IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK ON THE _____ DAY OF _____, 20____, AND WAS DULY RECORDED IN PLAT CABINET _____, SLIDE _____.

WITNESS MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____, 20____.

SHERRY WALL
CHANCERY CLERK



PHONE: (662) 234-8539 EMAIL: OXFORD@PECORPMS.COM ADDRESS: 1776 N. LAMAR
FAX: (662) 234-8639 PECORPMS.COM OXFORD, MS 38655

REVISIONS:

NO.:	DATE:	REVISIONS:	BY:

**CERTIFICATE SHEET
FOR
BELK BOULEVARD BUSINESS PARK
NE ¼ OF SEC. 33, T-8-S, R-3-W, IN THE CITY OF OXFORD,
LAFAYETTE COUNTY, MISSISSIPPI**

DRAWN BY: J. ADAMS, PS	DATE: 04-25-2023
CHECKED BY: J. ADAMS, P.S.	SCALE: 1"=40'
DRAWING NO.:	19147

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OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE

Date: July 18, 2023

Re: Consider joint resolution and agreement with Lafayette County Board of Supervisors for on-call transportation services by the Oxford-University Transit.

The enclosed joint resolution and agreement for on-call transportation services is up for bi-annual renewal. The original resolution and agreement adoption date back to June of 2011. The two modifications to the previous contract are the changing of the legal entity from RSVP to Oxford University Transit and updating the dates. The Lafayette County Supervisors approved the enclosed agreement at a recessed meeting on June 30th 2023.

Staff recommends the Board authorize the Mayor to sign the joint resolution and enter into the agreement with the Lafayette County Board of Supervisors and the Oxford University Transit for services until March 31, 2025.

Enclosure (1)

AGREEMENT BETWEEN LAFAYETTE COUNTY, MISSISSIPPI AND THE CITY OF
OXFORD, MISSISSIPPI REGARDING OPERATION OF AN ON-CALL PUBLIC
TRANSPORTATION SERVICE BY THE OXFORD UNIVERSITY TRANSIT

WHEREAS, Congress enacted 49 U.S.C. §5310 providing federal capital assistance to local governmental entities and private non-profit groups in meeting the transportation needs of the elderly and persons with disabilities by way of a formula grant program to be administered by each participating state; and

WHEREAS, the expressed purpose and goals of said enactment within the Federal Transit Act, being 49 U.S.C. §5310, are to enhance access to healthcare, shopping, education, recreation, public services and employment by the elderly and persons with disabilities when transportation services provided are unavailable, insufficient or inappropriate to meeting their needs; and

WHEREAS, the State of Mississippi, by and through- the Mississippi Transportation Commission, acting for and on behalf of the Mississippi Department of Transportation, Public Transit Division, has chosen to participate in said public transportation program by the adoption of a state management plan and incorporated the Section 5310 funds within the statewide transportation improvement program and has previous]y announced the availability of funds for said programs and purposes within the State of Mississippi; and

WHEREAS, the City of Oxford is a municipal government, was incorporated in 1837 and presently is composed of a Mayor and seven Board of Alderman who make policy decisions in accordance with procedures and responsibilities set out in State law which provides on call transportation services within the City of Oxford and the Lafayette County community; and

WHEREAS, the City of Oxford, Mississippi and Lafayette County, Mississippi have heretofore agreed to enter into an agreement whereby the Oxford University Transit, for and on behalf of the City of Oxford and Lafayette County, Mississippi, will apply for federal grant funds available through the Mississippi Department of Transportation received through 49 U.S.C. §5310 (Elderly and Disabled Transportation Projects) for the purpose of procuring vehicles to be used in providing transportation services for elderly, disabled and other persons in need of transportation services, provided that the City of Oxford and Lafayette County, Mississippi further agrees to defray all costs associated with the provision of such services to residents within the Lafayette County community, as set forth herein; and

WHEREAS, the Oxford University Transit desire to enter into an agreement with the City of Oxford and Lafayette County, Mississippi for the purpose of coordinating their mutual efforts towards the establishment, development and operation of an on-call transportation service for the elderly, disabled and others residing within the Lafayette County community, the cost of said service to be defrayed by the City of Oxford and Lafayette County, Mississippi, including personnel, maintenance and all other costs associated with said service which is to be administered by the Oxford University Transit as provided herein; and

WHEREAS, the Board of Supervisors of Lafayette County, Mississippi finds that it is in the best interests of the citizens of Lafayette County to enter into this agreement in order to best effectuate the creation, development and operation of an on-call transportation service for the elderly, disabled and others residing within the Lafayette County community.

NOW, THEREFORE, Lafayette County, Mississippi and the City of Oxford, Mississippi agree as follows:

I. PURPOSE AND STATUTORY AUTHORITIES

The authority for this agreement is derived from Miss. Code Ann. §19-3-41(9) which authorizes the Board of Supervisors of any county to perform and exercise any duty, responsibility or function and to "enter into agreements and contracts,'1 "provide and deliver any services or assistance" and to "receive, expend and administer any grants ... in accordance with and as may be authorized by any federal law, rule or regulation creating_, establishing or providing for any program, activity or service."

The purpose of this agreement is to provide for and facilitate the establishment of an on-call transportation service within Lafayette County, Mississippi for the benefit of the elderly, disabled and others in need of such services.

II. FINANCING

It is agreed that the Oxford University Transit will make all requisite grant applications for and on behalf of the City of Oxford and Lafayette County, Mississippi (who both will be designated as the grant applicants) requesting Section 5310 grant funds to defray the cost of transportation vans. It is further agreed that Oxford University Transit will pay all costs associated with the provision of said transportation service, including the cost of compensating assigned employees who will provide driver services at a rate of compensation and on a full or a part time basis as agreed by the parties hereto. It is further agreed that Oxford University Transit will pay all maintenance, costs, insurance costs and any other costs associated with the provision of said transportation services. Finally, Lafayette County, Mississippi agrees to reimburse the Oxford University Transit for all administrative services provided in aid of said transportation services.

III. COORDINATION OF TRANSPORTATION SERVICES

A City of Oxford/City/County Transit

It is agreed that Oxford University Transit, and more, specifically the management team, will administer all Section 5310 grant funds received pursuant to this agreement. It is further agreed that the Oxford University Transit will provide administrative services as necessary to provide on-call transportation services for all eligible Lafayette County residents including: (1) receipt of all calls and requests for transportation services by Lafayette County eligible residents, (2) hiring of drivers, (3) arranging the delivery of requested services and(4) scheduling and supervising all necessary personnel. Oxford University Transit will send an itemized invoice on a monthly basis to Lafayette County for all program costs.

B. Lafayette County Responsibilities

It is understood that all drivers will be employed by the Oxford University Transit. Lafayette County will provide all necessary vehicle maintenance and insurance and will defray all Section 5310 program costs, including payroll costs for drivers hired by Oxford University Transit and all additional administrative services.

IV. REAL AND PERSONAL PROPERTY

Title to all personal property procured pursuant to this agreement, including the vans purchased with the Section 5310 grant funds, will be vested in the City of Oxford, Mississippi. It is agreed and contemplated that one van will be equipped with a handicap lift.

V. TERM OF AGREEMENT

This agreement shall be deemed executed on March 31, 2023, and shall expire on March 31, 2025. This agreement shall renew automatically for each subsequent year unless the governing body of Lafayette County, Mississippi and/or the City of Oxford determine to terminate this agreement upon written notice providing for such termination on or before 30 days prior to the expiration of this agreement. The parties agree to jointly review program costs and revisit the terms of this agreement on a periodic basis for the purpose of considering modifications to the agreement and cost containment.

IN WITNESS HEREOF, I, MIKE ROBERTS, President of the Lafayette County, Mississippi Board of Supervisors, do hereby set and subscribe my signature to the above and foregoing Interlocal Agreement, fully ascribing to the terms thereof for and on behalf of Lafayette County, Mississippi.

WITNESS MY SIGNATURE, this _____ day of July 2023.

Lafayette County Board of Supervisors

IN WITNESS HEREOF, I, ROBYN TANNEHILL, Mayor of the City of Oxford, Mississippi, do hereby set and subscribe my signature to the above and foregoing Agreement, fully ascribing to the terms thereof for and on behalf of the City of Oxford.

WITNESS MY SIGNATURE, this _____ day of July 2023.

City of Oxford, Mississippi



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman
From: Reanna Mayoral, P.E., City Engineer
CC: Rob Neely, P.E., Oxford Utilities
Date: July 18, 2023
Re: Accept Quarterly Material Bids Received July 11, 2023

Quarterly material bids for particular supplies were received on Tuesday, July 11, 2023. These bids include Water and Wastewater Treatment Chemicals and Water Supplies due to supply chain issues and the unwillingness of suppliers to provide quotes beyond three (3) months. The quarterly bids are effective through September 30, 2023.

Tabulated bids are attached. The bid for Univar Kent Online for chemicals was rejected because they did not submit on the required bid form.

Staff recommends acceptance of the quarterly material bids for water and wastewater treatment chemicals and water supplies as noted on the bid summary.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
WATER AND WASTEWATER TREATMENT CHEMICAL					
BID GOOD UNTIL 9/30/2023					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	150 LB. CHORLINE GAS CYLINDERS	EACH	\$186.00	BRENTTAG MID SOUTH	270-860-3145
2	1 TON CHORLINE GAS CYLINDERS	EACH	\$1,849.00	BRENTTAG MID SOUTH	270-860-3145
3	SODIUM FLUORIDE	LBS.	\$2.21	BRENTTAG MID SOUTH	270-860-3145
4	1 TON SULFUR DIOXIDE GAS CYLINDERS	LBS.	\$1,804.00	BRENTTAG MID SOUTH	270-860-3145
5	SULFUR DIOXIDE GAS 150LB CYLINDERS	EACH	\$ 225.00	DPC INDUSTRIES	713-907-9647
6	HYDRATED LIME	LBS.	0.235	TR INTERNATIONAL	206-357-5811
7	Aqua-Mag	GAL	\$ 19.85	WOFFORD	662-983-8157
8	HYDROFLUOROSILICIC ACID	GAL	.45/lb	BRENTTAG MID SOUTH	270-860-3145

WATER SUPPLIES

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
BID GOOD UNTIL 9/30/2023					
1	WATER METERS Note: All meters quoted by HD Supply Waterworks are Master Meter				
a	BOTTOM LOAD MULTI-JET MASTER METER 5/8" X 3/4" (U.S. GALLONS)	EACH	87.00	SOUTHERN PIPE	662-393-1922
b	BOTTOM LOAD MULTI-JET MASTER METER 1" (U.S. GALLONS)	EACH	181.50	SOUTHERN PIPE	662-393-1922
c	BOTTOM LOAD MULTI-JET MASTERMETER 1-1/2" (U.S. GALLONS)	EACH	401.00	SOUTHERN PIPE	662-393-1922
d	BOTTOM LOAD MULTI-JET MASTERMETER 2" (U.S. GALLONS)	EACH	641.00	SOUTHERN PIPE	662-393-1922
e	5/8" X 3/4" MASTER METER WATER METER DIALOG 3G-DS	EACH	245.00	SOUTHERN PIPE	662-393-1922
f	1 MASTERMETER WATER METER WITH TRANSCEIVER, DIALOG 3G-DS	EACH	340.00	SOUTHERN PIPE	662-393-1922
g	1 1/2" MASTERMETER WATER METER WITH TRANSCEIVER, DIALOG 3G-DS	EACH	570.00	SOUTHERN PIPE	662-393-1922
h	2" MASTERMETER WATER METER WITH TRANSCEIVER, DALOG 3G-DS	EACH	837.00	SOUTHERN PIPE	662-393-1922
i	3" OCTAVE MASTER METER	EACH	1,967.00	SOUTHERN PIPE	662-393-1922
j	4" OCTAVE MASTER METER	EACH	2,718.00	SOUTHERN PIPE	662-393-1922
k	6" OCTAVE MASTER METER	EACH	4,493.00	SOUTHERN PIPE	662-393-1922
l	8" OCTAVE MASTER METER	EACH	5,366.00	SOUTHERN PIPE	662-393-1922
m	5/8 X 3/4 BLMJ METER, LEAD FREE BODY W/ bronze BOTTOM INTERPERTE REGISTER WITH LANDIS GYR PROTOCOL USG B12-A31-A14-0101A-1	EACH	245.00	SOUTHERN PIPE	662-393-1922
n	1" BLMJ METER LEAD FREE W/ bronze BOTTOM INTERPRETER REGISTER W/LANDIS GYR PROTOCOL USG B16-A31-A14-0101A-1	EACH	340.00	SOUTHERN PIPE	662-393-1922
o	1-1/2 THREADED MJ (MS) METER, LEAD FREE BODY W/ INTERPRETER REGISTER W/LANDIS GYR PROTOCOL USG M22-A00-A14-0101A-1	EACH	570.00	SOUTHERN PIPE	662-393-1922
p	2 THREADED MJ (MS) METER, LEAD FREE BODY W/ INTEPRETER REGISTER W/LANDIS GYR PROTOCOL USG M24-A00-A14-0101A-1	EACH	837.00	SOUTHERN PIPE	662-393-1922
q	3" TURBINE METER, LEAD FREE W/INERPRETER REGISTER W/LANDIS GYR PROTOCOL USG T32-A1-A14-0101A-1	EACH	1,528.00	SOUTHERN PIPE	662-393-1922
r	4" TURBINE METER, LEAD FREE BODY W/INTERPRETER REGISTER W/LANDIS GYR PROTOCOL USG T33-A1-A14-0101A-1	EACH	2,050.00	SOUTHERN PIPE	662-393-1922
s	6" TURBINE METER, LEAD FREE BODY W/INTERPRETER REGISTER W/LANDIS GYR PROTOCOL USG T34-A1-A14-0101A-1	EACH	3,165.00	SOUTHERN PIPE	662-393-1922
t	8" TURBINE METER W/LEAD FREE BODY W/INTERPRETER REGISTER W/LANDIS GYR PROTOCOL USG T35-A1-A14-0101A-1	EACH	4,722.00	SOUTHERN PIPE	662-393-1922
u	10" TURBINE METER, CAST IRON BODY, W/INTERPRETER REGISTER W/LANDIS GYR PROTOCOL USG W36-E1-A14-0101A-1	EACH	4,726.00	SOUTHERN PIPE	662-393-1922
2	COORPORATION STOPS				
a	FORD CORPORATION STOP -3/4" FB 1000-3G- ALL GRIP COMPRESSION	EACH	54.34	CENTRAL PIPE	800-844-7700
b	FORD CORPORATION STOP - 1" FB 1000 4G - ALL GRIP COMPRESSION	EACH	71.45	CENTRAL PIPE	800-844-7700
c	FORD CORPORATION STOP IP - IP - 1-1/2" BALL VALVE FB 500-6	EACH	146.95	CENTRAL PIPE	800-844-7700
d	FORD CORPORATION STOP IP X IP - 2" BALL VALVE FB 500-7	EACH	250.63	CENTRAL PIPE	800-844-7700
3	CURB STOPS				
a	FORD CURB STOPS - 3/4" B41-333GW BALL VALVE - ALL GRIP COMPRESSION X FEMALE IP THREAD	EACH	\$49.31	CENTRAL PIPE	800-844-7700
b	FORD CURB STOPS-IP X IP -- 3/4" BALL VALVE B11-333W	EACH	\$60.15	CENTRAL PIPE	800-844-7700
c	FORD CURB STOPS--1" B41-344GW BALL VALVE-ALL GRIP COMPRESSION X FEMALE IP THRE	EACH	\$87.88	CENTRAL PIPE	800-844-7700
d	FORD CURB STOPS- 1" BALL VALVE B11-444W	EACH	\$92.20	CENTRAL PIPE	800-844-7700
e	FORD CURB STOPS IP X IP - 1 1/2" BALL VALVE B11-666W	EACH	\$186.31	CENTRAL PIPE	800-844-7700
f	FORD CURB STOPS- 1 1/2" BALL VALVE B41-666GW	EACH	\$220.82	CENTRAL PIPE	800-844-7700
g	FORD CURB STOPS- IP X IP - 2" BALL VALVE B11-777W	EACH	\$271.39	CENTRAL PIPE	800-844-7700
h	FORD CURB STOPS- 2"- B41-777GWBALL VALVE-CTS X FIP	EACH	\$306.09	CENTRAL PIPE	800-844-7700
4	METER COUPLINGS				
a	FORD METER COUPLING 3/4"	EACH	\$ 10.93	CENTRAL PIPE SUPPLY	800-844-7700
b	FORD METER COUPLING 1"	EACH	\$ 16.85	CENTRAL PIPE SUPPLY	800-844-7700
c	FORD METER COUPLING 1-1/2"	EACH	\$ 46.64	CENTRAL PIPE SUPPLY	800-844-7700
d	FORD METER COUPLING 2"	EACH	\$ 64.95	CENTRAL PIPE SUPPLY	800-844-7700
e	FORD METER COUPLING BUSHING 1-1/2" - BB1M-66	EACH	\$ 41.27	CENTRAL PIPE SUPPLY	800-844-7700
f	FORD METER COUPLING BUSHING 2" - BB1M -77	EACH	\$ 59.75	CENTRAL PIPE SUPPLY	800-844-7700

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
5	ALL BRASS SHALL BE ALL COMPRESSION ALL GRIP STYLE				
a	FORD MALE ADAPTER -3/4" C84-33G COMPRESSION-ALL GRIP	EACH	\$ 16.83	CENTRAL PIPE SUPPLY	800-844-7700
b	FORD FEMALE ADAPTER-3/4" C14-33G COMPRESSION-ALL GRIP	EACH	\$ 17.71	CENTRAL PIPE SUPPLY	800-844-7700
c	FORD MALE ADAPTER -1" C84-44G COMPRESSION-ALL GRIP	EACH	\$ 19.93	CENTRAL PIPE SUPPLY	800-844-7700
d	FORD FEMALE ADAPTER-1" C14-44G COMPRESSION-ALL GRIP	EACH	\$ 24.03	CENTRAL PIPE SUPPLY	800-844-7700
e	FORD MALE ADAPTER- 1 1/2" COMPRESSION ALL GRIP C84-66	EACH	\$ 54.35	CENTRAL PIPE SUPPLY	800-844-7700
f	FORD FEMALE ADAPTER 1 1/2" COMPRESSION ALL GRIP C14-66G	EACH	\$ 69.52	CENTRAL PIPE SUPPLY	800-844-7700
g	FORD MALE ADAPTER 2 " COMPRESSION- ALL GRIP C84-77G	EACH	\$ 82.78	CENTRAL PIPE SUPPLY	800-844-7700
h	FORD FEMALE ADAPTER- 2" COMPRESSION- ALL GRIP C14-77G	EACH	\$ 53.32	SOUTHERN PIPE	662-393-1922
i	U-BRANCH - 14" SPACING - U48-43G, 1" CTS X 3/4" MIP	EACH	\$ 83.56	CENTRAL PIPE SUPPLY	800-844-7700
j	U-BRANCH - 14" SPACING - U18-44, 1" FIP X 1" MIP	EACH	\$ 79.19	CENTRAL PIPE SUPPLY	800-844-7700
6	COUPLINGS				
a	GALVANIZED DRESSER COUPLING - 3/4" COMPRESSION STYLE 65	EACH	\$ 18.00	CENTRAL PIPE SUPPLY	800-844-7700
b	FORD BRASS FOR COPPER DRESSER COUPLING - 3/4" COMPRESSION ALL GRIP G44-33G	EACH	\$ 20.39	CENTRAL PIPE SUPPLY	800-844-7700
c	GALVANIZED DRESSER COUPLING - 1" COMPRESSION STYLE 65	EACH	\$ 21.72	CENTRAL PIPE SUPPLY	800-844-7700
d	1" FORD BRASS CTS COUPLING - C44-44G	EACH	\$ 23.34	CENTRAL PIPE SUPPLY	800-844-7700
e	GALVANIZED DRESSER COUPLING - 1-1/2" COMPRESSION, STYLE 65	EACH	\$ 34.91	CENTRAL PIPE SUPPLY	800-844-7700
f	FORD BRASS FOR COPPER DRESSER COUPLING - 1-1/2" COMPRESSION ALL GRIP C44-66G	EACH	\$ 78.10	CENTRAL PIPE SUPPLY	800-844-7700
g	GALVANIZED DRESSER COUPLING - 2" COMPRESSION , STYLE 65	EACH	\$ 45.12	CENTRAL PIPE SUPPLY	800-844-7700
h	FORD BRASS FOR COPPER DRESSER COUPLING - 2" COMPRESSION - ALL GRIP C44 -77G	EACH	\$ 105.43	CENTRAL PIPE SUPPLY	800-844-7700
7	SERVICE SADDLES				
a	4" X 3/4" DOUBLE STRAP SADDLE, CC THREAD STYLE 202B	EACH	\$98.21	CENTRAL PIPE SUPPLY	800-844-7700
b	4" X 1" DOUBLE STRAP SADDLE, CC THREAD	EACH	\$98.21	CENTRAL PIPE SUPPLY	800-844-7700
c	4" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$114.53	CENTRAL PIPE SUPPLY	800-844-7700
d	4" X 2" DOUBLE STRAP SADDLE, IP THREAD	EACH	\$124.69	CENTRAL PIPE SUPPLY	800-844-7700
e	6" X 3/4" DOUBLE STRAP SADDLE, CC THREAD	EACH	\$115.69	CENTRAL PIPE SUPPLY	800-844-7700
f	6" X 1" DOUBLE STRAP SADDLE , CC THREAD	EACH	\$115.69	CENTRAL PIPE SUPPLY	800-844-7700
g	6" X 1-1/2" DOUBLE STRAP SADDLE, IP THREAD	EACH	\$132.26	CENTRAL PIPE SUPPLY	800-844-7700
h	6" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$145.32	CENTRAL PIPE SUPPLY	800-844-7700
i	8" X 3/4" DOUBLE STRAP SADDLE, CC THREAD	EACH	\$143.19	CENTRAL PIPE SUPPLY	800-844-7700
j	8" X 1" DOUBLE STRAP SADDLE , CC THREAD	EACH	\$143.19	CENTRAL PIPE SUPPLY	800-844-7700
k	8" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$150.75	CENTRAL PIPE SUPPLY	800-844-7700
l	8" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$164.10	CENTRAL PIPE SUPPLY	800-844-7700
m	10" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$194.80	CENTRAL PIPE SUPPLY	800-844-7700
n	10" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	\$209.22	CENTRAL PIPE SUPPLY	800-844-7700
o	12" X 1-1/2" DOUBLE STRAP SADDLE, IP THREAD	EACH	\$234.14	CENTRAL PIPE SUPPLY	800-844-7700
p	12" X 2" DOUBLE STRAP SADDLE, IP THREAD	EACH	\$238.36	CENTRAL PIPE SUPPLY	800-844-7700
q	(Left Blank Intentionally)				
r	(Left Blank Intentionally)				
s	(Left Blank Intentionally)				
t	(Left Blank Intentionally)				
8	COUPLINGS				
a	STEEL BOLTED COUPLINGS - 2" X 12" LONG, PVC	EACH	\$64.00	SOUTHERN PIPE	662-393-1922
b	STEEL BOLTED COUPLINGS - 3" X 12" LONG, PVC	EACH	\$115.00	SOUTHERN PIPE	662-393-1922
c	STEEL BOLTED COUPLINGS - 4" X 12" LONG PVC DR21	EACH	\$133.26	CENTRAL PIPE SUPPLY	800-844-7700
d	STEEL BOLTED COUPLINGS - 6" X 12" LONG PVC DR21	EACH	\$245.13	CENTRAL PIPE SUPPLY	800-844-7700
e	STEEL BOLTED COUPLINGS - 8" X 12" LONG PVC DR 21	EACH	\$348.31	CENTRAL PIPE SUPPLY	800-844-7700
f	STEEL BOLTED COUPLINGS - 10" X 12" LONG PVC DR 21	EACH	\$329.62	COBURNS SUPPLY	662-269-2862
g	STEEL BOLTED COUPLINGS - 12" X 12" LONG PVC DR 21	EACH	\$527.15	CENTRAL PIPE SUPPLY	800-844-7700
9	FULL CIRCLE CLAMPS FORD ONLY (FOR USE WITH DUCTILE IRON PIPE) NOTE: ALL VALVES AND DUCTILE IRON FITTINGS TO BE DOMESTIC				
a	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 2" X 12" LONG	EACH	\$76.85	CENTRAL PIPE SUPPLY	800-844-7700
b	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 4" X 12" LONG	EACH	\$101.93	CENTRAL PIPE SUPPLY	800-844-7700
c	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 6" X 12" LONG	EACH	\$108.67	CENTRAL PIPE SUPPLY	800-844-7700
d	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 8" X 12" LONG	EACH	\$119.92	CENTRAL PIPE SUPPLY	800-844-7700
e	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 10" X 12" LONG	EACH	\$164.40	CENTRAL PIPE SUPPLY	800-844-7700
f	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 12" X 12" LONG	EACH	\$175.05	CENTRAL PIPE SUPPLY	800-844-7700
g	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 16" X 12" LONG	EACH	\$276.21	CENTRAL PIPE SUPPLY	800-844-7700

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
10	SOLID SLEEVES DOMESTIC FITTINGS ONLY				
a	SOLID SLEEVES - 4" (4" X 12" LONG WITH ACCESSORIES)	EACH	\$57.20	COBURNS SUPPLY	662-269-2862
b	SOLID SLEEVES - 6" (6" X 12" LONG WITH ACCESSORIES)	EACH	\$95.82	COBURNS SUPPLY	662-269-2862
c	SOLID SLEEVES - 8" (8" X 12" LONG WITH ACCESSORIES)	EACH	\$154.00	COBURNS SUPPLY	662-269-2862
d	SOLID SLEEVES - 10" (10" X 12" LONG WITH ACCESSORIES)	EACH	\$184.31	COBURNS SUPPLY	662-269-2862
e	SOLID SLEEVES - 12" (12" X 12" LONG WITH ACCESSORIES)	EACH	\$247.87	COBURNS SUPPLY	662-269-2862
f	SOLID SLEEVES - 16" (16" X 12" LONG WITH ACCESSORIES)	EACH	\$473.73	COBURNS SUPPLY	662-269-2862
11	DUCTILE IRON FITTINGS				
a	DUCTILE IRON 90 WITH ACCESSORIES - 3"	EACH	\$59.64	COBURNS SUPPLY	662-269-2862
b	DUCTILE IRON 90 WITH ACCESSORIES - 4"	EACH	\$64.53	COBURNS SUPPLY	662-269-2862
c	DUCTILE IRON 90 WITH ACCESSORIES - 6"	EACH	\$105.60	COBURNS SUPPLY	662-269-2862
d	DUCTILE IRON 90 WITH ACCESSORIES - 8"	EACH	\$152.53	COBURNS SUPPLY	662-269-2862
e	DUCTILE IRON 90 WITH ACCESSORIES - 10"	EACH	\$241.51	COBURNS SUPPLY	662-269-2862
f	DUCTILE IRON 90 WITH ACCESSORIES - 12"	EACH	\$325.11	COBURNS SUPPLY	662-269-2862
g	DUCTILE IRON 90 WITH ACCESSORIES - 16"	EACH	\$997.00	SOUTHERN PIPE	662-393-1922
h	DUCTILE IRON 45 WITH ACCESSORIES - 3"	EACH	\$53.78	COBURNS SUPPLY	662-269-2862
i	DUCTILE IRON 45 WITH ACCESSORIES - 4"	EACH	\$53.78	COBURNS SUPPLY	662-269-2862
j	DUCTILE IRON 45 WITH ACCESSORIES - 6"	EACH	\$85.86	COBURNS SUPPLY	662-269-2862
k	DUCTILE IRON 45 WITH ACCESSORIES - 8"	EACH	\$124.67	COBURNS SUPPLY	662-269-2862
l	DUCTILE IRON 45 WITH ACCESSORIES - 10"	EACH	\$179.91	COBURNS SUPPLY	662-269-2862
m	DUCTILE IRON 45 WITH ACCESSORIES - 12"	EACH	\$268.89	COBURNS SUPPLY	662-269-2862
n	DUCTILE IRON 45 WITH ACCESSORIES - 16"	EACH	\$526.04	COBURNS SUPPLY	662-269-2862
o	DUCTILE IRON TEE WITH ACCESSORIES- 3"	EACH	\$79.69	COBURNS SUPPLY	662-269-2862
p	DUCTILE IRON TEE WITH ACCESSORIES- 4"	EACH	\$84.58	COBURNS SUPPLY	662-269-2862
q	DUCTILE IRON TEE WITH ACCESSORIES - 6"	EACH	\$151.56	COBURNS SUPPLY	662-269-2862
r	DUCTILE IRON TEE WITH ACCESSORIES - 8"	EACH	\$226.84	COBURNS SUPPLY	662-269-2862
s	DUCTILE IRON TEE WITH ACCESSORIES - 10"	EACH	\$323.64	COBURNS SUPPLY	662-269-2862
t	DUCTILE IRON TEE WITH ACCESSORIES - 12"	EACH	\$451.73	COBURNS SUPPLY	662-269-2862
u	DUCTILE IRON TEE WITH ACCESSORIES - 16"	EACH	\$1,031.07	COBURNS SUPPLY	662-269-2862
v	DUCTILE IRON REDUCER WITH ACCESSORIES - 4" X 3"	EACH	\$55.73	COBURNS SUPPLY	662-269-2862
w	DUCTILE IRON REDUCER WITH ACCESSORIES - 6" X 4"	EACH	\$61.60	COBURNS SUPPLY	662-269-2862
x	DUCTILE IRON REDUCER WITH ACCESSORIES - 8" X 4"	EACH	\$83.60	COBURNS SUPPLY	662-269-2862
y	DUCTILE IRON REDUCER WITH ACCESSORIES - 8" X 6"	EACH	\$89.47	COBURNS SUPPLY	662-269-2862
z	DUCTILE IRON REDUCER WITH ACCESSORIES - 10" X 8"	EACH	\$126.13	COBURNS SUPPLY	662-269-2862
aa	DUCTILE IRON REDUCER WITH ACCESSORIES - 12" X 10"	EACH	\$171.11	COBURNS SUPPLY	662-269-2862
bb	DUCTILE IRON CAP WITH ACCESSORIES - 4"	EACH	\$24.44	COBURNS SUPPLY	662-269-2862
cc	DUCTILE IRON CAP WITH ACCESSORIES - 6"	EACH	\$43.02	COBURNS SUPPLY	662-269-2862
dd	DUCTILE IRON CAP WITH ACCESSORIES - 8"	EACH	\$70.40	COBURNS SUPPLY	662-269-2862
ee	DUCTILE IRON CAP WITH ACCESSORIES - 10"	EACH	\$88.00	COBURNS SUPPLY	662-269-2862
ff	DUCTILE IRON CAP WITH ACCESSORIES - 12"	EACH	\$131.51	COBURNS SUPPLY	662-269-2862
gg	DUCTILE IRON CAP WITH ACCESSORIES - 16"	EACH	\$264.00	COBURNS SUPPLY	662-269-2862
hh	DUCTILE IRON PLUG WITH ACCESSORIES - 4"	EACH	\$30.31	COBURNS SUPPLY	662-269-2862
ii	DUCTILE IRON PLUG WITH ACCESSORIES - 6"	EACH	\$56.71	COBURNS SUPPLY	662-269-2862
jj	DUCTILE IRON PLUG WITH ACCESSORIES - 8"	EACH	\$83.00	SOUTHERN PIPE	662-393-1922
kk	DUCTILE IRON PLUG WITH ACCESSORIES - 10"	EACH	\$145.00	SOUTHERN PIPE	662-393-1922
ll	DUCTILE IRON PLUG WITH ACCESSORIES - 12"	EACH	\$143.73	COBURNS SUPPLY	662-269-2862
mm	DUCTILE IRON PLUG WITH ACCESSORIES - 16"	EACH	\$378.00	SOUTHERN PIPE	662-393-1922



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Chief Jeff McCutchen, OPD
Johnathan Mizell, Building Official
Kate Kellum, Planning Department

Date: July 18, 2023

Re: Request for extended work hours and permission to block a portion of the sidewalk on Van Buren and South 11th Street

Corey Alger, on behalf of The Library Sports Bar, is requesting permission to block a portion of the sidewalk on one side of Van Buren between South 10th and South 11th and to block a portion of the roadway on South 11th between Van Buren and East Jackson. Access to adjacent businesses will remain open. The work is anticipated to be completed on Sunday, July 23rd (South 11th Street) and Monday, July 24th (Van Buren). The encroachments on the sidewalk and street are to install scaffolding necessary while performing work on the exterior finish of the building. The Building Department may require additional measures related to work above or near pedestrians. The sidewalk will remain open with approximately 5'-6' available for pedestrians.

The request for extended hours is for work proposed on Sunday, July 23rd adjacent to South 11th Street. Scaffolding will be placed within the striped shoulder area adjacent to the building. It is anticipated that the roadway will remain open. The request for extended work hours on Sunday is to avoid interference with delivery traffic during the week.

A Certificate of Appropriateness for the work is still required and is independent of any approvals granted by the Board of Alderman to perform work within the right-of-way or work extended hours.

Staff requests that any permissions granted include permission for the Engineering, Building and Oxford Police departments to coordinate the timing of the work in the event of rain or other delays.

Should the Board choose to approve the request for an encroachment into the sidewalk on Van Buren and a portion of South 11th and for work during extended hours, Staff requests approval also be granted for Engineering, Building, and Police Department to approve the dates for such work.





**City of Oxford
Board of Aldermen
Regular Meeting
August 1, 2023, 5:00 pm - 7:00 pm
City Hall Courtroom**

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MINUTES

City of Oxford
Board of Aldermen
Regular Meeting
Tuesday, August 1, 2023, 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 1, 2023 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-via Microsoft Teams
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
Sheridan Maiden-Deputy Police Chief
Braxton Tullos- Human Resources Director
Joey Gardner- Fire Chief
Shane Fortner-Emergency Management Director
Seth Gaines- Director of Oxford Park Commission
Mike Young- Asst. Director of Oxford Park Commission-absent
Marlee Carpenter- Stronger Together Director
Rob Neely- General Manager of Oxford Utilities
Lynwood Jones- Superintendent of City Shop-absent
Amberlyn Liles- Environmental Services Director
Greg Pinion- Buildings & Grounds Superintendent
Kara Giles- Executive Assistant to the Mayor
Hollis Green- Director of Development Services
John Crawley- Asst. City Engineer-absent
Brad Freeman- mTrade Park Director-absent
Clay Brownlee- mTrade Park Assistant Director-absent
Michael Temple- IT Department
Chris Simmons- IT Director
Mark Levy- General Government
Laurie Steele-HR Department-absent

2. Adopt the agenda for the meeting.

It was moved by Alderman Hyneman, Addy to adopt the agenda for the meeting with the deletion of item 6b(iv) and the addition of items 6e(xii) and 14. 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 July 10, 2023, the Recess Meeting on July 11, 2023, and the Regular Meeting on July 18, 2023. (Ashley Atkinson)

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve the minutes of the Recess Meeting on July 10, 2023, the Recess Meeting on July 11, 2023, and the Regular Meeting on July 18, 2023. 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 Howell-Atkinson to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 127075-127219 and ACHs 199-201, Trust & Agency claims numbered 42807-42856 & ACHs 102-104, Water & Sewer claims numbered 38280-38319 & ACHs 140-142, Metro Narcotics claims numbered 8209-8213 and ACHs 70-71, and OPC Activity claims numbered 1619-1637, and totaling \$1,819,844.84. 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 Hyneman 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 an Amana washing machine with asset tag 2131 surplus in the Oxford Fire Department and authorize its disposal. (Joey Gardner)

b. Grants:

- i. Request permission to accept a grant from the MS Office of Highway Safety for the 405D Alcohol and Drug Impaired Driving Fund (Training Coordination) for FY2324, in the amount of \$505,758.33. (Jeff McCutchen)
- ii. Request permission to accept a grant from the MS Office of Highway Safety for the 405D Alcohol and Drug Impaired Driving Fund (Enforcement) for FY2324, in the amount of \$161,436.16. (Jeff McCutchen)
- iii. Request permission to accept a grant from the MS Office of Highway Safety for 402 Police Traffic Services for FY2324, in the amount of \$21,911.54. (Jeff McCutchen)
- iv. Request Permission to apply for grant funds through the US Department of Transportation for a Rural and Tribal Assistance Pilot Program Grant with no match required. (Reanna Mayoral)

This item was removed from the agenda.

c. Human Resources:

- i. Request permission to promote Archer Murphy to Lead Concession Stand in the mTrade Park Department, with a new hourly rate of \$11.25. (Braxton Tullos)
- ii. Request permission to approve Maxwell Binkley as an unpaid volunteer for the Oxford Police Department. (Braxton Tullos)
- iii. Request permission to accept the resignation of Ava Gossett in the Municipal Court Department, effective July 26, 2023. (Braxton Tullos)
- iv. Request permission to accept the resignation of Richard Rodgers in the Oxford Fire Department, effective July 20, 2023. (Braxton Tullos)
- v. Request permission to approve Hunter Ray, Emma Lovegrove, and Shelbie Spain as unpaid interns for the Oxford Police Department. (Braxton Tullos)
- vi. Request permission to hire Ronald Taylor as a Firefighter/EMT with an annual salary of \$50,401.71, Kenton Collier as a Firefighter/Paramedic with an annual salary of \$58,401.71, Jamie Shaw as a Firefighter with an annual salary of \$45,784.90, Brandon Dockendorf as a Firefighter with an annual salary of \$45,784.90, and Brayden Magee as a Firefighter/EMT with an annual salary of \$50,401.71 in the Oxford Fire Department. (Braxton Tullos)
- vii. Request permission to approve unpaid volunteers for the Oxford Animal Resource Center. (Kelli Briscoe)

There were no volunteers to approve.

d. 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 donations for the benefit of the Oxford Animal Resource Center. (Kelli Briscoe)

e. Travel Requests:

- i. Request permission for an employee to attend the Certified MS Purchasing Agent training in Jackson, MS on August 29-31, 2023 at an estimated cost of \$400.00. (Ashley Atkinson)
- ii. Request permission to allow two employees to attend the 2023 Fall Certified Municipal Clerk Program in Oxford on September 27-29, 2023 at the cost of \$400.00. (Ashley Atkinson)
- iii. Request permission for two employees to attend the Annual Leadership Conference on August 15-18, 2023 in Natchez, MS at an estimated cost of \$2,345.63. (Donna Zampella)
- iv. Request permission for an employee to attend The Internet Investigations and Intelligence training on September 12-13, 2023 in Oxford at no cost to the City. (Jeff McCutchen)
- v. Request permission for an employee to attend Countering Mobile Violence on September 25-28, 2023 in Cullman, AL at an estimated cost of \$534.00. (Jeff McCutchen)
- vi. Request permission for an employee to attend the Elder Law Conference on August 4, 2023 in Oxford at no cost to the City. (Jeff McCutchen)

- vii. Request permission for five employees to attend ERASE training on August 21-23, 2023 in Oxford at no cost to the City. (Jeff McCutchen)
- viii. Request permission for an employee to attend an ESRI meeting in Hernando, MS on August 8, 2023 at no cost to the City. (Hollis Green)
- ix. Request permission for an employee to attend the MS SCAUG Conference in Pearl, MS on August 9, 2023 at no cost to the City. (Hollis Green)
- x. Request permission for an employee to attend a GIS Class in Hernando, MS on August 16-17, 2023 at no cost to the City. (Hollis Green)
- xi. Request permission for two employees to attend the MsRWA Wastewater Certification Short Course in Biloxi, MS on October 16-20, 2023 at an estimated cost of \$2,197.00. (Rob Neely)
- xii. Request permission for an employee to attend Basic Animal Control Officer Certificate Training in Clarksville, TN on August 21-24, 2024 at an estimated cost of \$1,600.00. (Kelli Briscoe)

7. Request permission to accept the FY2024 budget for the Oxford Separate School District. (Allison Wally)

Aldermen Addy and Howell-Atkinson recused themselves and left the meeting.

It was moved by Alderman Morgan, seconded by Alderman Huelse to accept the FY2024 budget for the Oxford Separate School District, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. Appoint members to multiple commissions.

Aldermen Addy and Howell-Atkinson returned to the meeting.

It was moved by Alderman Addy, seconded by Alderman Morgan to reappoint Stuart Povall to the Courthouse Square Historic Preservation Commission, to reappoint David Spragins to the Planning Commission, to appoint Erin Smith to the Planning Commission, to reappoint Virginia Lueckenback and Joli Nichols to the Historic Preservation Commission, to reappoint Alonzo Hilliard, Marilyn Barnes, and Laura Martin to the Affordable Housing Commission, to reappoint Don Feitel to the Pathways Commission, and to appoint David Rubenstein to the Pathways Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Request permission to approve a Parade/Assembly Permit for Wayne Andrews to host a Second Line on Friday, August 25, 2023 from 5:30pm-6:30pm. (Jeff McCutchen)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Morgan to approve a Parade/Assembly Permit for Wayne Andrews to host a Second Line on Friday, August 25, 2023 from 5:30pm-6:00pm, with a modification to the originally submitted route. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Request permission for the Mayor to sign an MOU with MDOT for the use of ALPR systems on right-of-way areas. (Jeff McCutchen)

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve and authorize the Mayor to sign an MOU with MDOT for the use of ALPR systems on right-of-way areas. This agreement includes Hwy 7 North and Hwy 7 South. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Request permission to approve a list of budget amendments & re-allocations for FY2223. (Ashley Atkinson)

It was moved by Alderman Hyneman, seconded by Alderman Addy to approve a list of budget amendments and re-allocations for FY2223. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Request permission to approve and authorize the Mayor to sign an MOU with the MS Department of Finance and Administration for the receipt of \$4,000,000.00 from HB603-Section 28(bc) for the repair and renovation of the Oxford Enterprise Center, future home of the Oxford Police Department. (Ashley Atkinson)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve and authorize the Mayor to sign an MOU with the MS Department of Finance and Administration for the receipt of \$4,000,000.00 from HB603-Section 28(bc) for the repair and renovation of the Oxford Enterprise Center, future home of the Oxford Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Request permission to approve and authorize the Mayor to sign an MOU with the MS Department of Finance and Administration for the receipt of \$1,000,000.00 from HB603-Section 28(in) for the construction at the Oxford Enterprise Center, future home of the Oxford Police Department. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve and authorize the Mayor to sign an MOU with the MS Department of Finance and Administration for the receipt of \$1,000,000.00 from HB603-Section 28(in) for the repair and renovation of the Oxford Enterprise

Center, future home of the Oxford Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Consider Change Order #2 from JP Corp General Contractors for the Oxford Conference Center and to accept maintenance of the building. (Mark Levy)

It was moved by Alderman Bailey, seconded by Alderman Morgan to approve Change Order #2, in the amount of \$7,253.00, from JP Corp Contractors for the Oxford Conference Center and to accept maintenance of the building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to reject the bids received for the new HVAC at the Oxford Orthopedic Indoor Practice Facility at mTrade Park and re-advertise for bids. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Hyneman to reject the bids received for the new HVAC at the Oxford Orthopedic Indoor Practice Facility at mTrade Park and re-advertise for bids. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

After a brief discussion, it was moved by Alderman Morgan, seconded by Alderman Huelse to get quotes for a replacement coil for the system as a temporary fix and to amend the budget as necessary. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Consider a request from St. Leo to amend their Outdoor Dining License to add 83.04 square feet. (Mark Levy)

It was moved by Alderman Bailey, seconded by Alderman Morgan to approve a request from St. Leo to amend their Outdoor Dining License to add 83.04 square feet to their designated area. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Consider a request for a revocable license for landscaping at Merion Subdivision on F.D. "Buddy" East Parkway. (Reanna Mayoral)

It was moved by Alderman Morgan, seconded by Alderman Addy to approve a request for a revocable license for landscaping at Merion Subdivision on F. D. "Buddy" East Parkway. The property owner shall be responsible for maintenance of said landscaping. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Consider Bids received for the Punkin Water Booster Station Project. (Reanna Mayoral)

After some discussion, the Board made the finding that it was in the public's best interest to accept the single bid received, even though it exceeds the engineering estimate and budgeted funds. Other companies had the opportunity to bid and the price received is appropriate, therefore, it was moved by Alderman Bailey, seconded by Alderman Huelse to accept the bid from Cleveland Construction, in the amount of \$845,389.00, for the Punkin Water Booster Station Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Consider Bids received for the Punkin Water System Main Extension Project. (Reanna Mayoral)

After some discussion, the Board made the finding that it was in the public's best interest to accept the bids received, even though the lowest and best bid exceeds the engineering estimate and budgeted funds. Therefore, it was moved by Alderman Morgan, seconded by Alderman Huelse to accept the bid from Eubank Construction, in the amount of \$924,124.10, for the Punkin Water System Extension Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Consider Change Order Number 4 to decrease costs for the Brittany Woods Water Project in the amount of \$33,351.80. (Reanna Mayoral)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve Change Order #4, in the amount of (\$33,351.80) for the Brittany Woods Water Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Consider Change Order Number 5 for the Brittany Woods Water Project in the amount of \$5,840.32. (Reanna Mayoral)

It was moved by Alderman Addy, seconded by Alderman Bailey to approve Change Order #5, in the amount of \$5,840.32, for the Brittany Woods Water Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Request permission to modify the MCWI Application or Sub-Award Agreement for the Anderson Road—Goose Creek Surge Vessel Project. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Huelse to modify the MCWI Application or Sub-Award Agreement for the Anderson Road-Goose Creek Surge Vessel Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission to modify the MCWI Application or Sub-Award Agreement for the mTrade Test Wells Project. (Reanna Mayoral)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Bailey to modify the MCWI Application or Sub-Award Agreement for the mTrade Test Wells Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Request permission to modify the MCWI Application or Sub-Award Agreement for the Highway 7 Water Line Project. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Huelse to modify the MCWI Application or Sub-Award Agreement for the Highway 7 Water Line Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Request permission to modify the MCWI Application or Sub-Award Agreement for the Highway 314 Sewer Line Project. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to modify the MCWI Application or Sub-Award Agreement for the Highway 314 Sewer Line Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Request permission to modify the MCWI Application or Sub-Award Agreement for the Goose Creek Stormwater Infrastructure Project. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Huelse to modify the MCWI Application or Sub-Award Agreement for the Goose Creek Stormwater Infrastructure Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Request permission to modify the MCWI Application or Sub-Award Agreement for the Wastewater Treatment Plant Flow Equalization Project. (Reanna Mayoral)

It was moved by Alderman Bailey, seconded by Alderman Bailey, seconded by Alderman Morgan to modify the MCWI Application or Sub-Award Agreement for the Wastewater Treatment Plant Flow Equalization Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

28. Request permission to modify the MCWI Application or Sub-Award Agreement for the mTrade Water Plant Project. (Reanna Mayoral)

It was moved by Alderman Addy, seconded by Alderman Huelse to modify the MCWI Application or Sub-Award Agreement for the mTrade Water Plant Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to consider an executive session for a matter related to property ownership 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 Hyneman to enter into an executive session for a matter related to property ownership in the Country Club Subdivision, a matter of potential litigation related to a lease, a matter of potential litigation related to building construction on Jackson Avenue, and a matter of potential litigation regarding a road near South Lamar. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Morgan, seconded by Alderman Addy to allow Lafayette County to use Martin Luther King Jr. Drive as a construction lay down area for the upcoming construction of the addition to the Lafayette County Detention Center. The road will be divided into 11 foot lanes with the eastern most lane being enclosed by barriers and fencing within the perimeter of said lane, along with tapers on each end to allow for proper line of sight for drivers entering the street, along with maintaining all required safety measures (flashers, signage, etc) and to coordinate with the City Engineer for any changes or modifications to this plan. This approval is valid for a year and will be re-evaluated at that time. 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.

30. Adjourn.

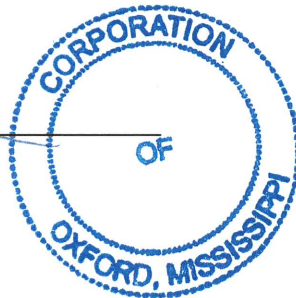
It was moved by Alderman Hyneman, seconded by Alderman Addy to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.



Robyn Tannehill, Mayor



Ashley Atkinson, City Clerk





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 SURPLUSED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.**

Date of Request: 7/20/23

Department that owns Fixed Asset: Oxford Fire

Fixed Asset Tag Number (If item is not tagged, please put N/A): 2131

Physical Location of Asset: OFD Station 4

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

Amana Washing Machine

Make	Model	Year
VIN / Serial Number		Color

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

Description of Tool (including brand): Amana Top Load Washing Machine

CX0826756

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

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

Name of Person Submitting Surplus Request: J. Gardner

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.
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: 7/20/23

Department that owns Fixed Asset: Oxford Fire

Fixed Asset Tag Number (If item is not tagged, please put N/A): 3999

Physical Location of Asset: OFD Station 2

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

HotPoint

Make	Model	Year
<u>HTW240ASK6WS</u>		
VIN / Serial Number	Color	

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

Description of Tool (including brand): Hot Point Top Load Washing Machine

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

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

Name of Person Submitting Surplus Request: J. Gardner

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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

FY24 MOHS PI&E GRANT AGREEMENT
MS Office of Highway Safety
 152 Watford Parkway
 Canton, MS 39046
 Phone: (601) 391-4900

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, 2023
	3. Subgrant Number: M5TR-2024-MD-22-51
	4. Grant Identifier (Funding Source & Year): 405D Alcohol and Drug Impaired Driving FY24
	5. Beginning and Ending Dates: October 1, 2023 – September 30, 2024
	6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method

7. CFDA # - 20.616	8. UEI # - C6FVY2CCKGH6	9. Congressional District: 01
10. A:FAIN #: 69A3752230000405DMSM 69A3752330000405DMSM	11.A: Initial Federal Award Date: 12/15/2021- 11/30/2022	11.C: Additional Federal Award Date:
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: ___ Yes <u> X </u> No Continuation Grant: <u> X </u> Yes No

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%	
(1) Personal Services-Salary	\$231,568.48	(1) Federal	\$505,758.33			
(2) Personal Services-Fringe	\$60,902.52	(2) State				
(3) Contractual Services	\$38,871.00	(3) Local				
(4) Travel	\$136,275.04	(4) Other				
(5) Equipment	\$0.00	Total:	\$505,758.33			
(6) Commodities	\$8,894.19	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:				
(7) Indirect Costs	\$29,247.10	Number of Grants: 3	405D	405D	402PT	TOTAL
TOTAL	\$505,758.33	TOTAL:	\$505,758.33	\$161,436.16	\$21,911.54	\$689,106.03

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

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 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 _____
(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) _____ 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**

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

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**

July 26, 2023

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

Project Number: **M5TR-2024-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/Oxford Training Grant Agreement for the Fiscal Year 2024. Your agency has been approved for 405D Alcohol and Drug Impaired Driving funding, in the amount of **\$505,758.33** pending final review and approval by NHTSA in the FY24 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 FY24 grant activities begin October 1, 2023 and must be concluded by September 30, 2024. In addition, the FY24 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2024.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY24. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2023.** 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. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures
8. Enclose a copy of your agency's **Leave policy** (policy should include personal, vacation, sick, holiday, and military leave)

Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

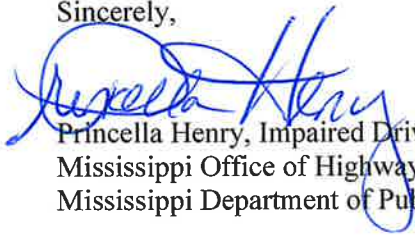
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2023–September 30, 2024)

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
152 Watford Parkway Drive
Canton, Mississippi 39046

Please feel free to contact me at 601.391-4912 or PHenry@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Princesa Henry, Impaired Driving Division Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

FY24 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.

FY24 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 FY24 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 reduction in the number of statewide alcohol related fatalities from 162 in 2020 to 157 by the end of 2024.

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 66 in 2020 to 64 by the end of 2024.

Performance Measures:

Train 165 law enforcement officers in SFST in FY24.

Train 60 law enforcement officers in ARIDE in FY24.

Train 10 law enforcement officer in DRE from in FY24.

Train 12 SFST Instructors in FY24.

Strategies:

Conduct a minimum of 11 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 7 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 state or out of state 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 a 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.

FY24 MOHS TASKS BY QUARTERS

Agency Name: City of Oxford / Oxford Police Department

PROJECTION TASKS 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.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

- Train officers during quarter in SFST to reach goal of 165 for FY2024.
- Train SFST Instructors during quarter to reach goal of 12 for FY2024.
- Train officers during quarter in ARIDE to reach goal of 60 for FY2024.
- Train officers during quarter in DRE to reach goal of 10 for FY2024.

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 1st Quarter: \$126,439.58

FY24 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.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Train officers during quarter in SFST to reach goal of 165 for FY2024.

Train SFST Instructors during quarter to reach goal of 12 for FY2024.

Train officers during quarter in ARIDE to reach goal of 60 for FY2024.

Train officers during quarter in DRE to reach goal of 10 for FY2024.

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 2nd Quarter: \$126,439.58

FY24 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 **165** for FY2024.

Train SFST Instructors during quarter to reach goal of **12** for FY2024.

Train officers during quarter in ARIDE to reach goal of **60** for FY2024.

Train officers during quarter in DRE to reach goal of **10** for FY2024.

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: \$126,439.58

FY24 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 165 for FY2024.

Train SFST Instructors during quarter to reach goal of 12 for FY2024.

Train officers during quarter in ARIDE to reach goal of 60 for FY2024.

Train officers during quarter in DRE to reach goal of 10 for FY2024.

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: \$126,439.59

FY24 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department				
2. Subgrant Number: M5TR-2024-MD-22-51	3. Grant ID: 405D Alcohol and Drug Impaired Driving	4. Beginning: October 1, 2023	5. Ending: September 30, 2024	
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	Full-Time Trainer @ approx. \$32.02 x approx. 2080 hours = \$66,601.60 Full-Time Trainer @ approx. \$32.02 x @ approx. 2080 hours = \$66,601.60 Part-Time Grant Administrator @ approx. \$33.77 x approx. 988 hours = \$33,364.76 Part-Time Trainer @ approx. \$33.77 x approx. 988 hours = \$33,364.76 Part-Time Training Coordinator @ approx. 32.02 @ approx 988 hours = \$31,635.76 Total Salaries = \$231,568.48	\$231,568.48		\$231,568.48
Personal Services-Fringe FICA: 7.65% Retirement: 17.4% (October 2023 – June 2024) Retirement: 22.4% (July 2024 – September 2024)	Full Time Trainer FICA @ \$66,601.60 x 7.65% = \$5,095.02 <u>October 1, 2023 - June 30, 2024</u> Retirement @ \$49,951.17 x 17.40% = \$8,691.50 <u>July 1, 2024 - September 30, 2024</u> Retirement @ 16,650.43 x 22.40% = \$3,729.70 Full Time Trainer FICA @ \$66,601.60 x 7.65% = \$5,095.02	\$60,902.52		\$60,902.52

	<p><u>October 1, 2023 - June 30, 2024</u> Retirement $\\$49,951.17 \times 17.40\% = \\$8,691.50$</p> <p><u>July 1, 2024 - September 30, 2024</u> Retirement @ $16,650.43 \times 22.40\% = \\$3,729.70$</p> <p><u>Part Time Grant Administrator</u> FICA @ $\\$33,364.76 \times 7.65\% = \\$2,552.40$</p> <p><u>October 1, 2023 - June 30, 2024</u> Retirement @ $\\$25,023.60 \times 17.40\% = \\$4,354.11$</p> <p><u>July 1, 2024 - September 30, 2024</u> Retirement @ $\\$8,341.16 \times 22.40\% = \\$1,868.42$</p> <p><u>Part Time Trainer</u> FICA @ $\\$33,364.76 \times 7.65\% = \\$2,552.40$</p> <p><u>October 1, 2023 - June 30, 2024</u> Retirement @ $\\$25,023.60 \times 17.40\% = \\$4,354.11$</p> <p><u>July 1, 2024 - September 30, 2024</u> Retirement @ $\\$8,341.16 \times 22.40\% = \\$1,868.42$</p> <p><u>Part Time Training Coordinator</u> FICA @ $\\$31,635.76 \times 7.65\% = \\$2,420.14$</p> <p><u>October 1, 2023 - June 30, 2024</u> Retirement @ $\\$23,726.76 \times 17.40\% = \\$4,128.46$</p> <p><u>July 1, 2024 - September 30, 2024</u> Retirement @ $\\$7,909.00 \times 22.40\% = \\$1,771.62$</p> <p>Total Fringe = \$60,902.52</p>		
Contractual Services	<p><u>Wireless Internet</u> @ approx. $\\$245.00 \times 12$ months = \$2,940.00</p> <p><u>Shipping and Handling Fees</u> @ approx. $\\$75.00 \times 12$ months = \$900.00</p> <p><u>Postage</u> @ approx. $\\$10.50 \times 12$ months: \$126.00</p>		\$38,871.00

	<p><u>Training Space/Meeting Rooms</u> SFST Classes: @ approx. \$300/day x approx. 3 days @ approx. 4 classes = \$3,600.00</p> <p>SFST Instructor School: @ approx. \$300 per day (2 rooms @ approx. \$150/each) x 5 days = \$1,500.00</p> <p>ARIDE Classes: @ approx. \$300/day x approx. 2 days/class x at least 2 classes = \$1,200.00</p> <p>DRE Class training space: @ approx. \$250/day x approx. 9 days/class at least 2 class = \$4,500.00</p> <p>DRE Field Certification training space: \$3,000.00/day for 2 days = \$6,000.00</p> <p>DRE Final Knowledge Exam training space: @ approx. \$300/day x @ approx. 2 days/class x @ at least 1 class = \$600.00</p> <p>DRE Required Continuation Education Class training space: @ approx. \$500 per day x approx. 1 day x at least 1 class = \$500.00</p> <p>Total Training Space Meeting Room = \$17,900.00</p> <p><u>Printing Manuals, Handouts, and Tests</u> SFST Classes Printing: approx. 20 manual/handouts/test sets x 12 classes x \$35.00 (cost per manual/handouts/test set) = \$8,400.00</p> <p>SFST Instructor School Printing for Participant materials: approx. 16 participant manual/handouts/test sets x 1 class x \$30.00 (cost per manual/handouts/test set) = \$480.00</p> <p>SFST Instructor School Printing for Instructor materials: @ approx. 15 instructor manual/handouts/test sets x 1 class x \$35 (cost per manual/handouts/test set) = \$525.00</p> <p>SFST Instructor manuals for revised curriculum</p>		
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<p>Printing/Duplicating: @ approx. 100 manuals X \$30 (cost per manual) = \$3,000.00</p> <p>ARIDE Classes Printing for Participant materials: approx. 9 manual/handouts/test sets x 7 classes x \$35 (cost per manual/handouts/test set) = \$2,205.00</p> <p>ARIDE Instructor manuals for revised curriculum Printing: approx. 15 manual/handouts/test sets x \$30 (cost per manual/handouts/test set) = \$450.00</p> <p>DRE Pre-School, Student manuals Printing: approx. 12 manual/handouts/test sets x 1 class x \$20 (cost per manual/handouts/test set) = \$240.00</p> <p>DRE Pre-School, Instructor manuals Printing: approx. 5 manual/handouts/test sets x 1 class x \$20.00 (cost per manual/handout/test set) = \$100.00</p> <p>DRE School, Student manuals Printing: @ approx. 12 student manuals x 1 class x \$45 (cost per manual/handouts/test set) = \$540.00</p> <p>DRE School, Instructor manuals Printing: approx. 5 instructor manuals x 1 class x \$45 (cost per manual/handouts/test set) = \$225.00</p> <p>DRE Continuing Education Class Printing: approx. 20 manual/handouts/test set x 1 class x \$25.00 (cost per manual/handouts/test set) = \$500.00</p> <p>DRE Instructor Development Course Printing: approx. 2 Instructor manuals x 1 class x \$25.00 (cost per manual/handout/test set) = \$50.00</p> <p>DRE Instructor Development Course Printing: approx. 2 student manuals x 1 class x \$25.00 (cost per manual/handout/test set) = \$50.00</p>								
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	<p>DRE Final Knowledge Exam, Student testing booklets Printing: approx. 12 student tests x 1 class x \$20 (cost per test set) = \$240.00</p> <p>Total Printing = \$17,005.00</p> <p>Contractual Services Total: \$38,871.00</p> <p><u>In-State Staff Travel for approximately 11 SFST Classes:</u> Mileage @ approx 450 miles x approx. \$0.655 per mile = \$294.75 x approx. 11 classes x approx. 3 instructors (for travel to class and between class/lodging) = \$9,726.75</p> <p>Lodging @ approx. \$100 per night x 3 nights x approx 11 classes x approx. 3 instructors = \$9,900.00</p> <p>Meals: @ approx. \$46 per day x 4 days = \$184.00 x approximately 11 classes x approximately 3 instructors = \$6,072.00</p> <p>Meal gratuity: \$6,072.00 x 20% = \$1,214.40</p> <p>In State Staff Travel Total: \$26,913.15</p> <p><u>In-State Trainings/Conferences: Sheriffs, Chiefs, Prosecutors, Judges Conferences, and Law Enforcement Trainings/Conferences/DUI Forum</u> Mileage: approx. 475 miles x @ approx.\$0.655 per mile = \$311.13 x approx. 2 conferences/trainings x approx. 4 instructors (for travel to class and between class/lodging) = \$2,489.04</p> <p>Lodging: @approx. \$125.00 per night x approx. 3 nights x @ approx. 2 classes x @ approx. 4 instructors = \$3,000.00</p> <p>Meals: @ approx. \$46 per day x 4 days = \$184.00 x @ approx. 2 conferences/trainings x approx. 4 instructors = \$1,472.00 Meal gratuity: \$1,472.00 x 20% = \$294.40</p> <p>Total In-State Trainings/Conferences: \$7,255.44</p>	
		<p>\$136,275.04</p>
		<p>\$136,275.04</p>

In-State SFST Instructor School

Mileage: @ approx. 400 miles x @ approx. \$0.655 per mile = \$262.00 x @ approx. 8 people (for travel to class and between class/lodging) = **\$2,096.00**

Lodging: @ approx. \$100 per night x 4 nights x approx. 15 rooms (student/instructors) = **\$6,000.00**

Meals: @ approx. @ approx. \$46 per day x 5 days = \$230.00 x @ approx. 8 people = **\$1,840.00**

Meal gratuity: \$1,840.00 x 20% = **\$368.00**

Total In-State SFST Instructor School = \$10,304.00

In-State Staff Travel for approximately 7 ARIDE Classes

Mileage for travel to class and between class/lodging @ approx. 400 miles x @ approx. \$0.655 per mile = \$262.00 x approx. 7 classes x approx. 3 instructors = **\$5,502.00**

Lodging for Instructors: @ approx. \$100 per night x 2 nights x @ approx. 7 classes x @ approx. 3 instructors = **\$4,200.00**

Meals for Instructors: @ approx. \$46 per day x 3 days = \$138.00 x approximately 7 classes x approximately 3 instructors = **\$2,898.00**

Meal gratuity: \$2898.00 x 20% = **\$579.60**

Total In State Travel ARIDE Classes = \$13,179.60

Meetings

Mileage for 1 task force meeting with MOHS per quarter: @ approx. 250 miles round trip x approx. 3 trips = 750 miles x @ approx. \$0.655 per mile = **\$491.25**

Total MOHS Meetings = \$491.25

In State DRE School for approximately 12 students and approximately 12 DRE Instructors/Instructor Candidates

Mileage for travel to class and between class/lodging @ approximately 400 miles x @ approx. 2 trips (2 week school) x @ approximately \$.655 per mile \$524.00 x 10 people = **\$5,240.00**

Lodging approx. \$100 per night x 9 nights approx. 18 rooms (approx. 12 instructor/8 student rooms/instructor candidate/staff rooms) = **\$16,200.00**

Meals: @ approx. \$46 per day x 11 days = \$506.00 x 18 people = **\$9,108.00**

Gratuity: \$9,108.00 x 20% = **\$1,821.60**

In State DRE School Total = \$32,369.60

Out-of-State DRE Field Certification for approximately 12 DRE Students and Approximately 12 Instructors/Instructor Candidates/Staff

Mileage: approx. 600 miles x @ approx. \$.655 per mile = \$393.00 x approx. 16 vehicles = **\$6,288.00**

Lodging: approx. 12 students, approx. 12 instructors/instructor candidates/staff (approx. 12 student rooms and approx. 12 instructors/instructor candidates/staff rooms = approx. 12 rooms) @ approx. \$150.00 per night X 4 nights x 12 rooms = **\$7,200.00**

Lodging Tax and Fees: = \$7,200.00 x 14.25% = **\$1,026.00**

Meals: @ approx. \$51 per day x 5 days = \$255.00 x @ approx. 20 people (approx. 16 students and approx. 12 instructors/instructor candidates/staff) = **\$5,100.00**

Meal gratuity: \$5,100.00 x 20% = **\$1,020.00**

Parking charges/taxes/fees: @ approx. \$18.00 x 4 nights x @

approx. 16 vehicles = **\$1,152.00**

Total Out-of-State DRE Field Certification: \$21,786.00

In-State DRE Final Knowledge Exam

Mileage for travel to class @ approx. 300 miles x @ approx. \$0.655 per mile = \$196.50 x @ approx. 15 people = **\$2,947.50**

Lodging: @ approx. \$100.00 X 1 night x @ approx. 15 instructors/instructor candidates/staff (approx. 8 student rooms and approx. 12 instructors/instructor candidates/staff rooms = approx. 20 rooms) = **\$1,500.00**

Meals: @ approx. \$46 per day x 2 days = \$92.00 x approx. 15 people (@ approx. 8 students and @ approx. 2 instructors/instructor candidates/staff) = **\$1,380.00**

Meal gratuity: \$1,380.00x 20% = **\$276.00**

Total DRE Final Knowledge Exam: \$6,103.50

DRE Continuing Education Class for IACP-CEUs

Mileage for 5 instructors/instructor candidates/staff for travel to class and between class/lodging @ approx. 400 miles x @ approx. \$0.655 per mile = \$262.00 x approx. 5 people = **\$1,310.00**

Lodging: @ approx. \$100.00 per night x 1 night x approx. 5 instructor/instructor candidate/staff = **\$500.00**

Meals: @ approx. \$46 per day x 2 days = \$92.00 x approx. 5 people = **\$460.00**

Meal gratuity: \$460.00 x 20% = **\$92.00**

DRE Continuing Education Class Total = \$2,362.00

IACP Impaired Driving Conference on Drugs, Alcohol, and Impaired Driving

Registration: \$800.00 X 3 people = **\$2,400.00**

Lodging @ approx. \$275/night x 4 nights = \$1,100.00 x 3 people = **\$3,300.00**

Lodging taxes and fees @ \$75.00 per night/per room = \$75 x 4 nights x 3 rooms = **\$900.00**

Airfare: \$500.00 X 3 people = **\$1,500.00**

Meals: @ \$56/day x 5 days = \$280.00 X 3 people = **\$840.00**

Meal Gratuity: \$840.00 x 20% gratuity = **\$168.00**

Baggage fees: \$70.00 x 3 people = **\$210.00**

Ground Transportation: \$150.00 x 3 people = **\$450.00**

Mileage from Oxford to Local/In-State Airport: @ approx. 300 miles x @ approx. \$0.655/mile = \$196.50 x 3 people = **\$589.50**

Parking: \$100.00 x 3 people = **\$300.00**

Hotel maid service tips x @ approx.\$5.00 per night x 4 nights x 3 rooms = **\$60.00**

Baggage handling, tips, etc @ approx.\$2.00 x 2 bags x 2 handling x 3 people : **\$24.00**

Total IACP Impaired Driving Conference = \$10,741.50

IACP Regional DRE State Coordinators Meeting

Lodging: @ approx.. \$275/night x 3 nights x 2 meetings = **\$1,650.00**

Lodging taxes and fees @ \$75/per night/per room: \$75.00 x 3 nights

	<p>x 2 meetings = \$450.00</p> <p>Airfare: \$500 x 2 meetings = \$1,000.00</p> <p>Meals @ \$56/day x 4 days x 2 meetings = \$448.00</p> <p>Meal Gratuity: \$448.00 x 20% gratuity = \$89.60</p> <p>Baggage fees: \$70 x 1 person x 2 meetings = \$140.00</p> <p>Ground Transportation: \$150.00 per meeting x 2 meetings x 1 person = \$300.00</p> <p>Mileage from Oxford to Local/In-State Airport: @ approximately 340 miles x @ approx. \$0.655/mile x 2 meetings = \$220.70 x 2 = \$445.40</p> <p>Parking: \$100.00 x 2 meetings = \$200.00</p> <p>Hotel maid service tips @ approx. \$5.00 per night x 3 nights x 2 meetings = \$30.00</p> <p>Baggage handling, tips, etc. @ approx. \$2.00 x 2 bags x 2 handling x 2 trips = \$16.00</p> <p>Total IACP Regional DRE State Coordinators Meeting: \$4,769.00</p> <p>Total Travel = \$136,275.04</p>		
Commodities	<p>Office Supplies/Classroom/Instructor School Materials: 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,</p>		\$8,894.19
			\$8,894.19

<p>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 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, etc. = \$4,724.19</p> <p>Total Office Supplies: \$4,724.19</p> <p><u>DRE Kits Required for DRE Class</u> 12 DRE Kits @ \$250.00/each = \$3,000.00</p> <p><u>Urine Screening Kits for DRE Class</u> 50 Urine Testing kits: x @ approx. \$4.50 per kit = \$225.00</p> <p><u>Oral Fluid Screening Cartridges for DRE Class</u> Oral Fluid Testing cartridges: 1 box of 25 cartridges @ \$685.00/box = \$685.00</p> <p><u>For Training: Mouthpieces for PBTs for SFST and DRE Class</u> 1000 x @ approx. \$0.26 each = \$260.00</p> <p>Total Commodity = \$8,894.19 (\$292,471.00 x (10% de minimis rate) = \$29,247.10</p>			
<p>Indirect Costs</p>			<p>\$29,247.10</p>
<p>TOTALS</p>			<p>\$505,758.33</p>

<p>TOTALS</p>	<p>\$505,758.33</p>
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Mississippi Office of Highway Safety

FY24 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 Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- 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.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.

- 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
 - Table
 - Shelving
 - Coat Rack
 - Bookcase
 - Filing Cabinet
 - Floor Covering
 - Office Planter
 - Portable Partition
 - Picture, Wall Clock
 - Draperies and Hardware
 - 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.

Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement 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

FY24 MOHS GRANT AGREEMENT

MS Office of Highway Safety

152 Watford Parkway

Canton, MS 39046

Phone: (601) 391-4900

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, 2023 3. Subgrant Number: M5HVE-2024-MD-22-51 4. Grant Identifier (Funding Source & Year): 405D Alcohol and Drug Impaired Driving FY24 5. Beginning and Ending Dates: October 1, 2023 – September 30, 2024 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method				
7. CFDA # - 20.616		8. UEI # - C6FVY2CCKGH6		9. Congressional District: 1		
10. A: FAIN #: 69A3752230000405DMSM 69A3752330000405DMSM		11.A: Initial Federal Award Date: 12/15/2021 11/30/2022		11.C: Additional Federal Award Date:		
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Continuation Grant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
13. The following funds are obligated:						
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH		D. RATIO%
(1) Personal Services-Salary	\$153,362.56	(1) Federal	\$161,436.16			
(2) Personal Services-Fringe	\$0.00	(2) State				
(3) Contractual Services	\$80.00	(3) Local				
(4) Travel	\$6,803.60	(4) Other				
(5) Equipment	\$0.00	Total:	\$161,436.16			
(6) Commodities	\$1,190.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:				
(7) Indirect Costs	\$0.00	Number of Grants: 2		405D	402PT	405D Training
TOTAL	\$161,436.16	TOTAL:	\$161,436.16	\$21,911.54	\$505,758.33	\$689,106.03
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 _____			8/1/2023			
Name: Helen Porter Title: Office Director, MS Office of Highway Safety			Signature Mayor's signature in blue ink Date _____ Name: Robyn Tannehill Title: Mayor, City of Oxford			

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 _____
(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) _____ 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**

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

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**

July 26 , 2023

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

Project Number: **M5HVE-2024-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 City of Oxford/ Oxford Police Department Grant Agreement for the Fiscal Year 2024. Your agency has been approved for 405D Alcohol and Drug Impaired Driving funding, in the amount of **\$161,436.16**, pending final review and approval by NHTSA in the FY24 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 FY24 grant activities begin October 1, 2023 and must be concluded by September 30, 2024. In addition, the FY24 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2024.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY24. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2023.** 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. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures

Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

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, 2023–September 30, 2024)

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
152 Watford Parkway Drive
Canton, Mississippi 39046

Please feel free to contact me at 601.391.4912 or PHenry@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Princesa Henry, Impaired Driving Division Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

FY24 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 FY24.

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 and full-time, travel, contractual service 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.

FY24 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 FY24 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 alcohol related fatalities from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of alcohol related injuries from 1 in 2020 to 1 by the end of 2024.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of drug related fatalities from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of drug related injuries from 14 in 2020 to 14 by the end of 2024.

Performance Measures:

Issue **310** grant funded DUI Arrest in FY24.

Issue **44** grant funded DUI Other (Drug) Arrest in FY24.

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

FY24 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 78 DUI Arrest during quarter, to reach a goal of 310 for FY2024.</p> <p>Issue a minimum of 11 DUI Other (Drug) Arrest during quarter, to reach a goal of 44 for FY2024.</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> 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 presentation.</p>
<p>Projected Expenditures for 1st Quarter: \$40,359.04</p>

FY24 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.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

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

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

Issue a minimum of **77** DUI Arrest during quarter, to reach a goal of **310** for FY2024.

Issue a minimum of **11** DUI Other (Drug) Arrest during quarter, to reach a goal of **44** for FY2024.

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 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 presentation.

Projected Expenditures for 2nd Quarter: \$40,359.04

FY24 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 <u>7</u> checkpoints during quarter.</p> <p>Conduct not less than <u>4</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>77</u> DUI Arrest during quarter, to reach a goal of <u>310</u> for FY2024.</p> <p>Issue a minimum of <u>11</u> DUI Other (Drug) Arrest during quarter, to reach a goal of <u>44</u> for FY2024.</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> 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 presentation.</p>
<p>Projected Expenditures for 3rd Quarter: \$40,359.04</p>

FY24MOHS 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 **78** DUI Arrest during quarter, to reach a goal of **310** for FY2024.

Issue a minimum of **11** DUI Other (Drug) Arrest during quarter, to reach a goal of **44** for FY2024.

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 presentation.

Projected Expenditures for 4th Quarter: \$40,359.04

FY24 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department			
2. Subgrant Number: M5HVE-2024-MD-22-51	3. Grant ID: 405D Alcohol and Drug Impaired Driving	4. Beginning: October 1, 2023	5. Ending: September 30, 2024
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. \$29.81 per hour X @ approx. 2080 hrs = \$62,004.80 Individual Officer @ approx. \$29.81 per hour X @ approx. 2080 hrs = \$62,004.80 Officers over-time or regular time above and beyond normal work hours @ approx. \$46.22 per hour X @ approx. 600 hrs = \$27,732.00 Grant Coordinator @ approx. \$33.77 per hour X @ approx. 48 hrs = \$1,620.96 Total Salaries = \$153,362.56	\$153,362.56	\$153,362.56
Contractual Services	Shipping Cost = \$80.00 Total Contractual = \$80.00	\$80.00	\$80.00
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 (Oxford-\$51.00, Southaven-\$51.00, Starkville-\$51.00)	<u>In-State Highway Safety Training: STORM Conference</u> Meals: @ approximately \$46.00 per day x 4 days = \$184.00 \$184.00 x 20% meal gratuity = \$36.80 \$220.80 x 2 people = \$441.60 In-State STORM Conference Total = \$441.60	\$6,803.60	\$6,803.60

<p>Itemized receipts are required on all In-state travel</p> <p>Mileage Rate 01/01/2023: \$0.655</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>Ground Transportation: Fares, fees. And surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) from airport to hotel and from hotel to airport.</p>	<p><u>Out of State Highway Safety Training: IACP Impaired Driving Conference on Drugs, Alcohol and Impaired Driving</u></p> <p>Registration: \$800.00 x 2 people = \$1,600.00</p> <p>Lodging @ approximately \$275.00 per night x 4 nights = \$1,100.00 x 2 people = \$2,200.00</p> <p>Lodging taxes and fees @ \$75.00 per night x 4 nights = \$300.00 x 2 people = \$600.00</p> <p>Airfare: \$500.00 x 2 people = \$1,000.00</p> <p>Ground Transportation: \$75.00 x 2 people = \$150.00</p> <p>Meals: \$56.00 per day x 5 days = \$280.00 x 2 = \$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>Bellman/baggage/maid tips, Msc fees = \$20.00 x 2 people = \$40.00</p> <p>Out-of-State IACP Impaired Driving Conference Total = \$6,362.00</p> <p>Total Travel = \$6,803.60</p>			
<p>Commodities</p>	<p>Alco Sensors FST Instrument (PBT) - 2 @ approx. \$470.00 each = \$940.00</p> <p>Mouthpiece Alco Sensors FST Instrument (PBT) - 1000 @ approx. \$0.25 = \$250.00</p> <p>Total Commodities = \$1,190.00</p>	<p>\$1,190.00</p>		<p>\$1,190.00</p>

TOTALS	\$161,436.16		\$161,436.16
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Mississippi Office of Highway Safety

FY24 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 Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
 - D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the
- FY24 MOHS Grant Agreement

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

FY24 MOHS Grant Agreement

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.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.

- 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
- Table
- Shelving
- Coat Rack
- Bookcase
- Filing Cabinet
- Floor Covering
- Office Planter
- Portable Partition
- Picture, Wall Clock
- Draperies and Hardware
- 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.

Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement 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

FY24 MOHS GRANT AGREEMENT

MS Office of Highway Safety

152 Watford Parkway

Canton, MS 39046

Phone: (601) 391-4900

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, 2023	
		3. Subgrant Number: PT-2024-PT-22-51	
		4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY24	
		5. Beginning and Ending Dates: October 1, 2023 – September 30, 2024	
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method	
7. CFDA # - 20.600		8. UEI # - C6FVY2CCKGH6	
9. Congressional District: 1			
10. A: FAIN #: 69A37520300004020MS0 69A37521300004020MS0 69A37522300004020MS0		11.A: Initial Federal Award Date: 02/03/2020 11/10/2020 12/15/2021	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:	
		12. Research and Development Grant: <u> </u> Yes <u> X </u> No Continuation Grant: <u> X </u> Yes <u> </u> No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
C. MATCH		D. RATIO%	
(1) Personal Services-Salary	\$21,911.54	(1) Federal	\$21,911.54
(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:	\$21,911.54
(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 Training	TOTAL
TOTAL	\$21,911.54	TOTAL:	\$21,911.54 \$161,436.16 \$505,758.33 \$689,106.03
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:	
		8/1/2023	
Signature	Date	Signature	Date
Name: Helen Porter Title: Office Director, MS Office of Highway Safety		Name: Robyn Tannehill Title: Mayor, City of Oxford	

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) **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 _____
(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 _____
(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) _____ 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**

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

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**

July 19, 2023

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

Project Number: PT-2024-PT-22-51
Funding Source and Title: 402 Police Traffic Services FY24

Dear Mayor Tannehill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Oxford Police Department Grant Agreement for the Fiscal Year 2024. Your agency has been approved for 402 Police Traffic Services funding, in the amount of **\$21,911.54**, pending final review and approval by NHTSA in the FY24 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 FY24 grant activities begin October 1, 2023 and must be concluded by September 30, 2024. In addition, the FY24 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2024.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY24. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2023.** 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. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures
8. Enclose a copy of your agency's **Leave policy** (policy should include personal, vacation, sick, holiday, and military leave)

Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

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, 2023–September 30, 2024)

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
152 Watford Parkway Drive
Canton, Mississippi 39046

Please feel free to contact me at 601-391-4924 or lmccree@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Leslie Travis, Division Director
Occupant Protection/Police Traffic Services
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

FY24 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 FY24.

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.

FY24 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 FY24 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 2020 to 0 by the end of 2024.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of unbelted injuries from 4 in 2020 to 4 by the end of 2024.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of speed fatalities from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency of **Oxford Police Department** will reduce the number of speed injuries from 27 in 2020 to 25 by the end of 2024.

Performance Measures:

Issue **130** grant funded Seatbelt citations in FY24.

Maintain the number of grant funded Child Restraint citations from 5 in FY22 to 5 in FY24.

Issue **165** grant funded Speed citations in FY24.

Strategies:

Overtime Enforcement

8 Checkpoints

20 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

FY24 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>2</u> checkpoints during quarter.</p> <p>Conduct not less than <u>5</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>32</u> Seat Belt citations during quarter, to reach a goal of <u>130</u> for FY2024.</p> <p>Issue a minimum of <u>1</u> Child Restraint citations during quarter, to reach a goal of <u>5</u> for FY2024.</p> <p>Issue a minimum of <u>41</u> Speed citations during quarter, to reach a goal of <u>165</u> for FY2024.</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> 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 presentation.</p>
<p>Projected Expenditures for 1st Quarter: \$5,477.88</p>

FY24 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.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than **2** checkpoints during quarter.

Conduct not less than **5** saturation patrols during quarter.

Issue a minimum of **32** Seat Belt citations during quarter, to reach a goal of **130** for FY2024.

Issue a minimum of **1** Child Restraint citations during quarter, to reach a goal of **5** for FY2024.

Issue a minimum of **41** Speed citations during quarter, to reach a goal of **165** for FY2024.

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 New Year’s blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: \$5,477.88

FY24 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 2 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 33 Seat Belt citations during quarter, to reach a goal of 130 for FY2024.

Issue a minimum of 2 Child Restraint citations during quarter, to reach a goal of 5 for FY2024.

Issue a minimum of 42 Speed citations during quarter, to reach a goal of 165 for FY2024.

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 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 presentation.

Projected Expenditures for 3rd Quarter: \$5,477.89

FY24MOHS 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 **2** checkpoints during quarter.

Conduct not less than **5** saturation patrols during quarter.

Issue a minimum of **33** Seat Belt citations during quarter, to reach a goal of **130** for FY2024.

Issue a minimum of **1** Child Restraint citations during quarter, to reach a goal of **5** for FY2024.

Issue a minimum of **41** Speed citations during quarter, to reach a goal of **165** for FY2024.

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 Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 4th Quarter: \$5,477.89

FY24 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department				
2. Subgrant Number: PT-2024-PT-22-51		3. Grant ID: 402 Police Traffic Services		4. Beginning: October 1, 2023
5. Ending: September 30, 2024				
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	<p>Officers over-time or regular time above and beyond normal work hours @ approx. \$46.22 per hour X @ approx. 439 hrs = \$20,290.58</p> <p>Grant Coordinator over-time or regular time above and beyond normal work hours @ approx. \$33.77 per hour X @ approx. 48 hrs = \$1,620.96</p> <p>Total Salaries = \$21,911.54</p>	\$21,911.54		\$21,911.54

TOTALS	\$21,911.54		\$21,911.54
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Mississippi Office of Highway Safety

FY24 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 Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
 - D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the
- FY24 MOHS Grant Agreement

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

FY24 MOHS Grant Agreement

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.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.

- 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
 - Table
 - Shelving
 - Coat Rack
 - Bookcase
 - Filing Cabinet
 - Floor Covering
 - Office Planter
 - Portable Partition
 - Picture, Wall Clock
 - Draperies and Hardware
 - 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.

Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement 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



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Shane Fortner, Director of Emergency Management

Date: August 1, 2023

Re: Application for US Department of Transportation funds from the Rural and Tribal Assistance Pilot Program Grant for a signal at Park and Bramlett

Staff requests permission to apply for grant funding from the United States Department of Transportation Rural and Tribal Assistance Pilot Program. Director of Emergency Management Shane Fortner identified the grant opportunity and Staff has reviewed the application requirements. The grant provides a maximum of \$320,000 for FY 2022 and \$360,000 for FY 2023 with no match required. Funds are available for technical, financial, and legal support for a number of projects including Public Transportation Projects and Surface Transportation costs that improve a government owned facility.

Staff has identified the installation of a traffic signal at the intersection of Park and Bramlett as an applicable project and requests permission to advertise for grant funds for this project. The traffic signal will be in normal operation during peak hours which are currently associated with school traffic. The signal will be placed in flash mode at other times. Staff has previously considered the construction of a roundabout at this intersection but there is not adequate right-of-way to provide acceptable space for school buses.

Your permission to proceed with this application and the necessary paperwork is hereby requested. It is anticipated that any grant funds provided will be in the form of a reimbursement and the project would therefore be paid from the Trust and Agency Street Improvement Capital Program fund.

Staff requests approval to apply for a grant from the US DOT Rural and Tribal Assistance Pilot Program for the Park-Bramlett Signalization Project with permission granted to the Mayor to sign all necessary paperwork.

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

7/14/2023-7/26/2023

TO BE APPROVED: 8/1/2023

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
202874-026389	ROBERT L SMITH II	1080 AUGUSTA DRIVE	-\$33.37	-\$44.37	INSIDE
004879-043106	CADE WILKINSON	401 RUTHIE COVE	-\$116.80	-\$155.29	INSIDE
225360-024697	PAT HAWKINS	110 COUNTY ROAD 102	-\$217.20	-\$243.96	INSIDE
224411-122239	TISH BEVILL	207 SALEM ROAD	-\$46.86	-\$62.30	INSIDE
225479-015377	SHANNA FLASCHKA	760 SHADY OAKS CIRCLE	X	-\$50.03	POOL
209090-108909	CHAD WOOTTEN	3302 OLD SARDIS ROAD	-\$183.54	X	WT ONLY
207812-033051	SCOTT MACKENZIE	400 THOMAS STREET	X	-\$84.02	POOL
207432-107211	STEVE MCDAVID	521 N 11TH STREET	-\$42.96	-\$57.11	INSIDE
207222-009392	JOHN L MAXCY	207 CULLEN ROAD	-\$11.72	-\$15.58	INSIDE
001259-043193	MARGARET LARA	305 SHUMARD COVE	-\$77.04	-\$102.42	INSIDE
208320-035561	ASAZAH JOHNSON	39 PRIVATE ROAD 3151 APT. 1	-\$32.31	-\$42.95	INSIDE
TOTAL:			-\$761.80	-\$858.03	

2. **Request permission for 2 WWTP employees to attend the MsRWA Wastewater Certification Short Course in Biloxi, MS October 16-20, 2023. (\$2,197.00) (Rob Neely)**

Oxford Utilities requests permission to send three Wastewater Treatment plant employees, Matthew McCachren and Wes Sneed to a wastewater short course sponsored by Mississippi Rural Water Association. This training and certification is required for their jobs and included in the FY24 budget. Employees are planning to take a city vehicle, if available. If unavailable, the additional cost to take a vehicle is estimated to be \$425.

Matthew McCachren

Registration	\$295.00
Hotel	\$550.00
Meals	<u>\$276.00</u>
Total:	\$1,121.00

Wes Sneed

Registration	\$250.00
Hotel	\$550.00
Meals	<u>\$276.00</u>
Total:	\$1,076.00

TOTAL **\$2,197.00**

School District: Oxford School District

District No: 3620

2023 - 2024 AD VALOREM TAX REQUEST WORKSHEET

BASE CALCULATION: *Note: The district is allowed to choose any of the three previously completed fiscal years in determining the base. A fiscal year is defined as beginning October 1 and ending September 30, per Section 37-57-107, Mississippi Code Annotated (1972).*

	Ad Valorem Taxes Collected: October 1, 2022, through <u>June 30</u> , 2023.	\$ 30,629,262.13
	Anticipated Ad valorem taxes to be Collected: <u>July 1</u> , 2023 through September 30, 2023.	\$ 1,694,935.06
	Homestead Reimbursement (2022-2023)	\$ 299,325.00
ADD	Ad Valorem Tax Reduction Funds (2022-2023)	\$
ADD	Ad Valorem Tax Escrow (2021-2022)	\$
ADD	Ad Valorem Tax Shortfall Notes (2022-2023)	\$
LESS	Ad Valorem Tax Escrow (2022-2023)	\$
TOTAL BASE		\$ 32,623,522.19
PLUS	<u>1.25</u> % increase	\$ 164,285.00
PLUS	New Programs [Amount allowed under 37-57-104. This is the amount of the increase in local contribution over the prior year that shall be requested outside of the 4-7% limitation.]	\$ 649,090.89
PLUS	Estimated Ad Valorem Tax on New Property	\$
TOTAL AD VALOREM TAX NEEDS		\$ 33,436,898.08
LESS	Ad Valorem Tax Escrow (2022-2023)	\$
NET AD VALOREM TAX REQUEST FOR OPERATIONS (§37-57-104 thru 107)		\$ 33,436,898.08

BOARD APPROVED

JUL 31 2023

OXFORD SCHOOL DISTRICT

AD VALOREM TAX REQUESTED FOR DEBT SERVICE (<i>List & cite code authority</i>)		
	General Obligation Bonds Series 2013 (Refunding). 31-27-1	\$ 690,021.88
	General Obligation Bonds Series 2011/2017 refi. 31-27-1	2,218,150.00
	General Obligation Bonds Series 2018. 37-59-101	2,675,850.00
	Three Mill / 10-20 Year Notes 2011 37-59-107	\$ 236,122.10
	Three Mill / 10-20 Year Notes 2013 37-59-107	333,000.00
	Three Mill / 10-20 Year Notes 2022 37-59-107	261,181.52
	Shortfall	\$
	Voc. Tech.	\$
OTHER AD VALOREM TAX REQUESTS (<i>List and cite code authority</i>)		
		\$
		\$

NOTE: Proper communication between you and your levying authority is essential. Communicate to your levying authority that your district is requesting this amount in total and the total should be allocated as noted above. There should be no doubt that Homestead Reimbursement is to be considered by the levying authority in its calculation of the levies and not a concern of the school district at this point.


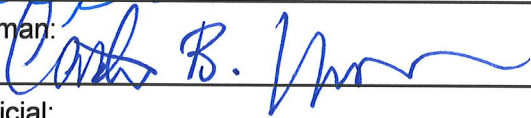
Please submit to the Office of School Financial Services via SharePoint. Place in the appropriate fiscal year folder for Annual Forms by October 1st.

BUDGET CERTIFICATION

Date: 08/01/23

To: State Superintendent of Education

This is to certify that the FY 20²⁴ budget of estimated revenues and expenditures for the support, maintenance and operation of this school district has been filed with the tax levying authority as required by Section 37-61-9, Mississippi Code of 1972 (Ann.), as amended.

Name of District: Oxford School District	District No.: 3620
Date budget filed with taxing authority: 08/01/23	
Signature of Superintendent: 	
Signature of School Board Chairman: 	
Signature of Taxing Authority Official: _____	
Title of Taxing Authority Official: _____	

Please submit to the Office of School Financial Services via SharePoint. Place in the appropriate fiscal year folder for Annual Forms prior to August 15th.

OXFORD SCHOOL DISTRICT
SDA Legal Current Combined Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023

Amended Date Approved: _____

	Governmental Fund Types					Proprietary Fund Types			Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service		
Revenues									
Local Sources	35,749,902.27	552,852.94	0.00	6,415,595.50	0.00	0.00	0.00	42,718,350.71	
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
State Sources	27,454,349.09	2,181,297.43	0.00	0.00	0.00	0.00	0.00	29,635,646.52	
Federal Sources	167,900.00	7,009,406.74	0.00	0.00	0.00	0.00	0.00	7,177,306.74	
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total Revenues	63,372,151.36	9,743,557.11	0.00	6,415,595.50	0.00	0.00	0.00	79,531,303.97	
Expenditures									
Instruction	32,092,322.82	6,880,100.02	0.00	0.00	0.00	0.00	0.00	38,972,422.84	
Support Services	26,717,975.42	1,658,647.94	0.00	0.00	0.00	0.00	0.00	28,376,623.36	
Noninstructional Services	18,047.37	2,766,410.85	0.00	0.00	0.00	0.00	0.00	2,784,458.22	
Sixteenth Section	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Facilities Acquisition and Construction	9,272,200.54	132,689.16	3,475,735.73	0.00	0.00	0.00	0.00	12,880,625.43	
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Principal	3,431,707.09	0.00	0.00	4,630,000.00	0.00	0.00	0.00	8,061,707.09	
Interest	254,825.84	0.00	0.00	1,923,039.98	0.00	0.00	0.00	2,177,865.82	
Other	3,000.00	0.00	0.00	10,750.00	0.00	0.00	0.00	13,750.00	
Total Expenditures	71,790,079.08	11,437,847.97	3,475,735.73	6,563,789.98	0.00	0.00	0.00	93,267,452.76	
Excess(Deficiency) of Revenues Over Expenditures	(8,417,927.72)	(1,694,290.86)	(3,475,735.73)	(148,194.48)	0.00	0.00	0.00	(13,736,148.79)	

OXFORD SCHOOL DISTRICT
SDA Legal Current Combined Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
 Amended Date Approved: _____

	Governmental Fund Types				Proprietary Fund Types			Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service	
Other Financing Sources (Uses)								
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	648,890.00	0.00	0.00	0.00	0.00	648,890.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	1,262,500.00	0.00	0.00	0.00	0.00	0.00	0.00	1,262,500.00
Indirect Costs	100,381.65	0.00	0.00	0.00	0.00	0.00	0.00	100,381.65
Other Transfers In	6,438,042.65	1,574,912.59	2,543,730.77	148,048.00	0.00	0.00	0.00	10,704,734.01
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	100,381.65	0.00	0.00	0.00	0.00	0.00	100,381.65
Other Transfers Out	10,388,289.01	316,445.00	0.00	0.00	0.00	0.00	0.00	10,704,734.01
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	200,000.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources (Uses)	(2,587,364.71)	1,158,035.94	3,192,620.77	(51,952.00)	0.00	0.00	0.00	1,711,390.00
Net Change in Fund Balances	(11,005,292.43)	(536,204.92)	(283,114.96)	(200,146.48)	0.00	0.00	0.00	(12,024,758.79)

OXFORD SCHOOL DISTRICT
SDA Legal Current Combined Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
 Amended Date Approved: _____

	Governmental Fund Types				Proprietary Fund Types			Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service	
Fund Balances / Retained Earnings								
July 1, 2023	38,254,054.17	1,223,565.74	416,173.43	6,654,097.94	0.00	0.00	0.00	46,547,891.28
Prior Period Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	38,254,054.17	1,223,565.74	416,173.43	6,654,097.94	0.00	0.00	0.00	46,547,891.28
Increase(Decrease) in Reserve for Inventory	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
June 30, 2024	27,248,761.74	687,360.82	133,058.47	6,453,951.46	0.00	0.00	0.00	34,523,132.49

The above Original Combined Budget Report has been approved by the school board as noted in our board minutes dated 7/31/2023

Board President: Carter B. Myers (signature)
 Date: _____
Carter Myers (printed name)

Board Secretary: Dennis Tosh, III (signature)
 Date: 7/31/23
Dennis Tosh, III (printed name)



OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
 Amended Date Approved: _____

General Fund Type	1120-DISTRICT MAINTENANCE	1130-SPECIAL EDUCATION FUND	1145-AT RISK	1150-OECC ACTIVITY FUND	1151-ACTIVITY FUNDS
Page 1					
Revenues					
Local Sources	33,984,530.66	0.00	0.00	25,038.82	108,954.48
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	27,334,349.09	60,000.00	0.00	0.00	0.00
Federal Sources	160,400.00	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	61,479,279.75	60,000.00	0.00	25,038.82	108,954.48
Expenditures					
Instruction	26,283,619.24	3,672,411.97	0.00	29,038.82	123,954.48
Support Services	24,660,958.36	777,630.68	0.00	0.00	0.00
Noninstructional Services	18,047.37	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	11,704.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	3,431,707.09	0.00	0.00	0.00	0.00
Interest	254,825.84	0.00	0.00	0.00	0.00
Other	3,000.00	0.00	0.00	0.00	0.00
Total Expenditures	54,663,861.90	4,450,042.65	0.00	29,038.82	123,954.48
Excess(Deficiency) of Revenues Over Expenditures	6,815,417.85	(4,390,042.65)	0.00	(4,000.00)	(15,000.00)

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
 Amended Date Approved: _____

General Fund Type

	1120-DISTRICT MAINTENANCE	1130-SPECIAL EDUCATION FUND	1145-AT RISK	1150-OECC ACTIVITY FUND	1151-ACTIVITY FUNDS
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	215,000.00	0.00	0.00	0.00	0.00
Indirect Costs	100,381.65	0.00	0.00	0.00	0.00
Other Transfers In	0.00	4,390,042.65	0.00	4,000.00	15,000.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	7,844,558.24	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	(7,529,176.59)	4,390,042.65	0.00	4,000.00	15,000.00
Net Change in Fund Balances	(713,758.74)	0.00	0.00	0.00	0.00
Fund Balances / Retained Earnings					
July 1, 2023	22,892,350.36	0.00	0.00	29,038.82	123,954.48
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	22,892,350.36	0.00	0.00	29,038.82	123,954.48
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	22,178,591.62	0.00	0.00	29,038.82	123,954.48

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023

Amended Date Approved: _____

General Fund Type

	1152-CENTRAL ELEM. ACTIVITY FUND	1153-DELLA DAVIDSON ELEM ACTIVITY FUND	1154-OIS ACTIVITY FUND	1155-OMS ACTIVITY FUND	1156-OHS ACTIVITY FUND
Revenues					
Local Sources	65,525.66	110,713.92	45,545.77	206,114.69	292,930.43
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	65,525.66	110,713.92	45,545.77	206,114.69	292,930.43
Expenditures					
Instruction	80,525.66	120,713.92	49,545.77	206,114.69	292,930.43
Support Services	0.00	0.00	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	80,525.66	120,713.92	49,545.77	206,114.69	292,930.43
Excess(Deficiency) of Revenues Over Expenditures	(15,000.00)	(10,000.00)	(4,000.00)	0.00	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
 Amended Date Approved: _____

General Fund Type

Other Financing Sources(Uses)	1152-CENTRAL ELEM. ACTIVITY FUND	1153-DELLA DAVIDSON ELEM ACTIVITY FUND	1154-OIS ACTIVITY FUND	1155-OMS ACTIVITY FUND	1156-OHS ACTIVITY FUND
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	15,000.00	10,000.00	4,000.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	15,000.00	10,000.00	4,000.00	0.00	0.00
Net Change in Fund Balances	0.00	0.00	0.00	0.00	0.00
Fund Balances / Retained Earnings					
July 1, 2023	80,525.66	101,198.02	49,545.77	206,114.69	292,980.43
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	80,525.66	101,198.02	49,545.77	206,114.69	292,980.43
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	80,525.66	101,198.02	49,545.77	206,114.69	292,980.43

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General Fund Type

	1157-ATHLETICS ACTIVIY FUND	1320-OMS Club Funds	1321-OHS Club Funds	1901-REPAIRS & CAPITAL IMPROVEMENT	1902-AFTER SCHOOL PROGRAM
Revenues					
Local Sources	303,160.71	8,754.50	86,632.63	512,000.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	60,000.00	0.00
Federal Sources	0.00	0.00	0.00	7,500.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	303,160.71	8,754.50	86,632.63	579,500.00	0.00
Expenditures					
Instruction	303,160.71	8,754.50	86,632.63	834,920.00	0.00
Support Services	0.00	0.00	0.00	1,279,386.38	0.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	9,260,496.54	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	303,160.71	8,754.50	86,632.63	11,374,802.92	0.00
Excess(Deficiency) of Revenues Over Expenditures	0.00	0.00	0.00	(10,795,302.92)	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
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 Amended Date Approved: _____

General Fund Type

Other Financing Sources(Uses)	1157-ATHLETICS ACTIVIY FUND	1320-OMS Club Funds	1321-OHS Club Funds	1901-REPAIRS & CAPITAL IMPROVEMENT	1902-AFTER SCHOOL PROGRAM
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	1,047,500.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	2,000,000.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	2,543,730.77	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	503,769.23	0.00
Net Change in Fund Balances	0.00	0.00	0.00	(10,291,533.69)	0.00
Fund Balances / Retained Earnings					
July 1, 2023	303,789.57	8,634.50	86,311.63	14,079,610.24	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	303,789.57	8,634.50	86,311.63	14,079,610.24	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	303,789.57	8,634.50	86,311.63	3,788,076.55	0.00

OXFORD SCHOOL DISTRICT
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Original Date Approved: 07/31/2023
 Amended Date Approved: _____

General Fund Type

	1920-EEF Instructional Supplies District	Combining Totals
Revenues		
Local Sources	0.00	35,749,902.27
Intermediate Sources	0.00	0.00
State Sources	0.00	27,454,349.09
Federal Sources	0.00	167,900.00
Sixteenth Section Sources	0.00	0.00
Total Revenues	0.00	63,372,151.36
Expenditures		
Instruction	0.00	32,092,322.82
Support Services	0.00	26,717,975.42
Noninstructional Services	0.00	18,047.37
Sixteenth Section	0.00	0.00
Facilities Acquisition and Construction	0.00	9,272,200.54
Debt Service	0.00	0.00
Principal	0.00	3,431,707.09
Interest	0.00	254,825.84
Other	0.00	3,000.00
Total Expenditures	0.00	71,790,079.08
Excess(Deficiency) of Revenues Over Expenditures	0.00	(8,417,927.72)

OXFORD SCHOOL DISTRICT
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Original Date Approved: 07/31/2023
 Amended Date Approved: _____

General Fund Type

	1920-EEF Instructional Supplies District	Combining Totals
Other Financing Sources(Uses)		
Proceeds of General Obligation Bonds	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00
Proceeds of Loan(s)	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00
Insurance Loss Recoveries	0.00	0.00
Sale of Transportation Equipment	0.00	0.00
Sale of Other Property	0.00	1,262,500.00
Indirect Costs	0.00	100,381.65
Other Transfers In	0.00	6,438,042.65
Payments to Escrow Agent	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00
Other Transfers Out	0.00	10,388,289.01
Payment to Refunded Bond Escrow Agent	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00
Premium on Debt Issuance	0.00	0.00
Total Other Financing Sources(Uses)	0.00	(2,587,364.71)
Net Change in Fund Balances	0.00	(11,005,292.43)
Fund Balances / Retained Earnings		
July 1, 2023	0.00	38,254,054.17
Prior period adjustments	0.00	0.00
July 1, 2023 as restated	0.00	38,254,054.17
Increase(Decrease) in reserve for inventory	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00
June 30, 2024	0.00	27,248,761.74

OXFORD SCHOOL DISTRICT

SDA Legal Current Combining Budget Report

For the year ending June 30, 2024

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Special Revenue Fund Type

	2020-SCHOOL RECOGNITION	2090-EXTENDED SCHOOL YEAR	2110-CHILD NUTRITION PROGRAM	2126-SUMMER FEEDING PROGRAM	2129-SUMMER FEEDING 2019
Revenues					
Local Sources	0.00	0.00	552,502.94	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	26,608.52	15,000.00	0.00	0.00
Federal Sources	0.00	0.00	1,988,451.09	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	26,608.52	2,555,954.03	0.00	0.00
Expenditures					
Instruction	0.00	8,640.00	0.00	0.00	0.00
Support Services	0.00	0.00	282,839.15	0.00	0.00
Noninstructional Services	0.00	0.00	2,735,034.50	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	8,640.00	3,017,873.65	0.00	0.00
Excess(Deficiency) of Revenues Over Expenditures	0.00	17,968.52	(461,919.62)	0.00	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original X Date Approved: 07/31/2023
 Amended _ Date Approved: _____

Special Revenue Fund Type

	2020-SCHOOL RECOGNITION	2090-EXTENDED SCHOOL YEAR	2110-CHILD NUTRITION PROGRAM	2126-SUMMER FEEDING PROGRAM	2129-SUMMER FEEDING 2019
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	90,000.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	(90,000.00)	0.00	0.00
Net Change in Fund Balances	0.00	17,968.52	(551,919.62)	0.00	0.00
Fund Balances / Retained Earnings					
July 1, 2023	0.00	28,880.92	1,062,105.76	0.00	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	0.00	28,880.92	1,062,105.76	0.00	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	0.00	46,849.44	510,186.14	0.00	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
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Special Revenue Fund Type

	2130-SUMMER FEEDING 2020	2131-SUMMER FEEDING 2021	2132-SUMMER FEEDING 2022	2133-SUMMER FEEDING 2023	2211-TITLE I
Revenues					
Local Sources	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	37,500.00	942,460.03
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	37,500.00	942,460.03
Expenditures					
Instruction	0.00	0.00	0.00	0.00	1,100,942.66
Support Services	0.00	0.00	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	15,332.36	15,993.99
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	15,332.36	1,116,936.65
Excess(Deficiency) of Revenues Over Expenditures	0.00	0.00	0.00	22,167.64	(174,476.62)

OXFORD SCHOOL DISTRICT
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Special Revenue Fund Type	2130-SUMMER FEEDING 2020	2131-SUMMER FEEDING 2021	2132-SUMMER FEEDING 2022	2133-SUMMER FEEDING 2023	2211-TITLE I
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	174,477.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.38
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	0.00	174,476.62
Net Change in Fund Balances	0.00	0.00	0.00	22,167.64	0.00
Fund Balances / Retained Earnings					
July 1, 2023	0.00	0.00	0.00	18,629.33	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	0.00	0.00	0.00	18,629.33	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	0.00	0.00	0.00	40,796.97	0.00

OXFORD SCHOOL DISTRICT

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Special Revenue Fund Type

	2213-SCHOOL IMPROVEMENT PLAN	2290-CONSOLIDATED ADMINISTRATIVE COST FUND	2311-TITLE VI RURAL & LOW INCOME	2410-EEF - BUILDINGS & BUSES	2511-TITLE II IMPR. TEACHER QUALITY
Revenues					
Local Sources	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	141,968.00	0.00
Federal Sources	222,970.44	0.00	0.00	0.00	174,725.19
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	222,970.44	0.00	0.00	141,968.00	174,725.19
Expenditures					
Instruction	126,540.38	0.00	0.00	0.00	0.00
Support Services	96,430.06	0.00	0.00	0.00	212.47
Noninstructional Services	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	222,970.44	0.00	0.00	0.00	212.47
Excess(Deficiency) of Revenues Over Expenditures	0.00	0.00	0.00	141,968.00	174,512.72

OXFORD SCHOOL DISTRICT
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Special Revenue Fund Type

Other Financing Sources(Uses)	2213-SCHOOL IMPROVEMENT PLAN	2290-CONSOLIDATED ADMINISTRATIVE COST FUND	2311-TITLE VI RURAL & LOW INCOME	2410-EEF - BUILDINGS & BUSES	2511-TITLE II IMPR. TEACHER QUALITY
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	35.72
Other Transfers Out	0.00	0.00	0.00	141,968.00	174,477.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	(141,968.00)	(174,512.72)
Net Change in Fund Balances	0.00	0.00	0.00	0.00	0.00
Fund Balances / Retained Earnings					
July 1, 2023	0.00	0.00	0.00	0.00	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	0.00	0.00	0.00	0.00	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	0.00	0.00	0.00	0.00	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
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Original Date Approved: 07/31/2023

Amended Date Approved: _____

Special Revenue Fund Type

	2560-TITLE III LEP	2590-ESSER FUNDS - CARES ACT	2592-EQUITY IN DISTANCE LEARNING	2594-ESSER II	2597-CTE ESSER GRANT
Revenues					
Local Sources	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00
Federal Sources	111,182.00	0.00	0.00	21,595.42	19,485.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	111,182.00	0.00	0.00	21,595.42	19,485.00
Expenditures					
Instruction	111,181.36	0.00	0.00	0.01	19,485.00
Support Services	0.64	0.00	0.00	21,468.32	0.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	111,182.00	0.00	0.00	21,468.33	19,485.00
Excess(Deficiency) of Revenues Over Expenditures	0.00	0.00	0.00	127.09	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
 Amended Date Approved: _____

Special Revenue Fund Type

	2560-TITLE III LEP	2590-ESSER FUNDS - CARES ACT	2592-EQUITY IN DISTANCE LEARNING	2594-ESSER II	2597-CTE ESSER GRANT
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	127.09	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	(127.09)	0.00
Net Change in Fund Balances	0.00	0.00	0.00	0.00	0.00
Fund Balances / Retained Earnings					
July 1, 2023	0.00	0.00	0.00	0.00	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	0.00	0.00	0.00	0.00	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	0.00	0.00	0.00	0.00	0.00

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Special Revenue Fund Type

	2598-ESSER III	2599-ARP IDEA PART B	2600-ARP PRESCHOOL	2610-EHA, PART B	2620-EHA, PRESCHOOL
Revenues					
Local Sources	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00
Federal Sources	2,031,936.13	96.78	1,937.81	1,381,091.41	33,544.29
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	2,031,936.13	96.78	1,937.81	1,381,091.41	33,544.29
Expenditures					
Instruction	1,218,898.17	96.78	0.00	860,712.64	18,623.67
Support Services	680,348.80	0.00	1,937.81	510,310.47	14,720.48
Noninstructional Services	0.00	0.00	0.00	50.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	132,689.16	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	2,031,936.13	96.78	1,937.81	1,371,073.11	33,344.15
Excess(Deficiency) of Revenues Over Expenditures	0.00	0.00	0.00	10,018.30	200.14

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
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Special Revenue Fund Type

	2598-ESSER III	2599-ARP IDEA PART B	2600-ARP PRESCHOOL	2610-EHA, PART B	2620-EHA, PRESCHOOL
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	10,018.30	200.14
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	(10,018.30)	(200.14)
Net Change in Fund Balances	0.00	0.00	0.00	0.00	0.00
Fund Balances / Retained Earnings					
July 1, 2023	0.00	0.00	0.00	0.00	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	0.00	0.00	0.00	0.00	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	0.00	0.00	0.00	0.00	0.00

OXFORD SCHOOL DISTRICT

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Special Revenue Fund Type

	2711-VOCATIONAL EDUCATION BASIC FD	2811-IV-A SAFE & DRUG FREE SCHOOLS & COMMUNITIES	2814-HOMELESS CHILDREN & YOUTH	2820-UNEMPLOYMENT COMPENSATION FUND	2901-EDUCATOR IN RESIDENCE
Revenues					
Local Sources	250.00	0.00	0.00	100.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	510,489.41	0.00	0.00	0.00	0.00
Federal Sources	28,155.08	14,276.07	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	538,894.49	14,276.07	0.00	100.00	0.00
Expenditures					
Instruction	1,931,483.34	14,243.05	0.00	0.00	0.00
Support Services	0.00	33.00	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	1,931,483.34	14,276.05	0.00	0.00	0.00
Excess(Deficiency) of Revenues Over Expenditures	(1,392,588.85)	0.02	0.00	100.00	0.00

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 Amended Date Approved: _____

Special Revenue Fund Type

Other Financing Sources(Uses)	2711-VOCATIONAL EDUCATION BASIC FD	2811-IV-A SAFE & DR JG FREE SCHOOLS & COMMUNITIES	2814-HOMELESS CHILDREN & YOUTH	2820-UNEMPLOYMENT COMPENSATION FUND	2901-EDUCATOR IN RESIDENCE
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	1,392,588.85	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.02	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	1,392,588.85	(0.02)	0.00	0.00	0.00
Net Change in Fund Balances	0.00	0.00	0.00	100.00	0.00
Fund Balances / Retained Earnings					
July 1, 2023	0.00	0.00	0.00	89,428.27	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	0.00	0.00	0.00	89,428.27	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	0.00	0.00	0.00	89,528.27	0.00

OXFORD SCHOOL DISTRICT
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 Amended Date Approved: _____

Special Revenue Fund Type

	2902-POSITIVE BEHAVIOR SPECIALIST	2905-NURSE INTERVENTION	2906-GOOD FOOD FOR OXFORD	2908-TRANSITION SPECIALIST	2909-FARM TO SCHOOL PLANNING GRANT
Revenues					
Local Sources	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	42,500.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	42,500.00	0.00	0.00	0.00
Expenditures					
Instruction	0.00	0.00	19,521.46	0.00	0.00
Support Services	0.00	50,346.74	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	50,346.74	19,521.46	0.00	0.00
Excess(Deficiency) of Revenues Over Expenditures	0.00	(7,846.74)	(19,521.46)	0.00	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
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Original Date Approved: 07/31/2023
 Amended Date Approved: _____

Special Revenue Fund Type	2902-POSITIVE BEHAVIOR SPECIALIST	2905-NURSE INTERVENTION	2906-GOOD FOOD FOR OXFORD	2908-TRANSITION SPECIALIST	2909-FARM TO SCHOOL PLANNING GRANT
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	7,846.74	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	7,846.74	0.00	0.00	0.00
Net Change in Fund Balances	0.00	0.00	(19,521.46)	0.00	0.00
Fund Balances / Retained Earnings					
July 1, 2023	0.00	0.00	19,521.46	0.00	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	0.00	0.00	19,521.46	0.00	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	0.00	0.00	0.00	0.00	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
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Original Date Approved: 07/31/2023
 Amended Date Approved: _____

Special Revenue Fund Type

	2910-LOU EARLY LITERACY COLLABORATIVE	2911-CTE AG GRANT	2912-K8 STEM INITIATIVE CTE GRANT	2913-CTE HEALTH SCIENCES GRANT	2914-BATTELLE GRANT
Revenues					
Local Sources	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	1,278,677.67	0.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	1,278,677.67	0.00	0.00	0.00	0.00
Expenditures					
Instruction	1,278,677.67	0.00	0.00	0.00	5,000.00
Support Services	0.00	0.00	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	1,278,677.67	0.00	0.00	0.00	5,000.00
Excess(Deficiency) of Revenues Over Expenditures	0.00	0.00	0.00	0.00	(5,000.00)

OXFORD SCHOOL DISTRICT
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Special Revenue Fund Type

Other Financing Sources(Uses)	2910-LOU EARLY LITERACY COLLABORATIVE	2911-CTE A3 GRANT	2912-K8 STEM INITIATIVE CTE GRANT	2913-CTE HEALTH SCIENCES GRANT	2914-BATTELLE GRANT
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	0.00	0.00
Net Change in Fund Balances	0.00	0.00	0.00	0.00	(5,000.00)
Fund Balances / Retained Earnings					
July 1, 2023	0.00	0.00	0.00	0.00	5,000.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	0.00	0.00	0.00	0.00	5,000.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	0.00	0.00	0.00	0.00	0.00

OXFORD SCHOOL DISTRICT
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Special Revenue Fund Type

	2915-MDES WORK-BASED LEARNING	2916-PROJECT SEARCH	Combining Totals
Revenues			
Local Sources	0.00	0.00	552,852.94
Intermediate Sources	0.00	0.00	0.00
State Sources	84,000.00	82,053.83	2,181,297.43
Federal Sources	0.00	0.00	7,009,406.74
Sixteenth Section Sources	0.00	0.00	0.00
Total Revenues	84,000.00	82,053.83	9,743,557.11
Expenditures			
Instruction	84,000.00	82,053.83	6,880,100.02
Support Services	0.00	0.00	1,658,647.94
Noninstructional Services	0.00	0.00	2,766,410.85
Sixteenth Section	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	132,689.16
Debt Service	0.00	0.00	0.00
Principal	0.00	0.00	0.00
Interest	0.00	0.00	0.00
Other	0.00	0.00	0.00
Total Expenditures	84,000.00	82,053.83	11,437,847.97
Excess(Deficiency) of Revenues Over Expenditures	0.00	0.00	(1,694,290.86)

OXFORD SCHOOL DISTRICT
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Special Revenue Fund Type	2915-MDES WORK-BASED LEARNING	2916-PROJECT SEARCH	Combining Totals
Other Financing Sources(Uses)			
Proceeds of General Obligation Bonds	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00
Other Transfers In	0.00	0.00	1,574,912.59
Payments to Escrow Agent	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	100,381.65
Other Transfers Out	0.00	0.00	316,445.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	1,158,085.94
Net Change in Fund Balances	0.00	0.00	(536,204.92)
Fund Balances / Retained Earnings			
July 1, 2023	0.00	0.00	1,223,565.74
Prior period adjustments	0.00	0.00	0.00
July 1, 2023 as restated	0.00	0.00	1,223,565.74
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00
June 30, 2024	0.00	0.00	687,360.82

OXFORD SCHOOL DISTRICT

SDA Legal Current Combining Budget Report

For the year ending June 30, 2024

Original Date Approved: 07/31/2023

Amended Date Approved: _____

Capital Project Fund Type

	3024-2022 QSCB BUILDING PROJECT FUND	3026-2018 BUILDING PROJECT FUND	3027-2018 EQUIPMENT LEASE PURCHASE	3028-2020 CTE BUILDING	3029-ESCO PROJECT 2022
Revenues					
Local Sources	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	0.00	0.00
Expenditures					
Instruction	0.00	0.00	0.00	0.00	0.00
Support Services	0.00	0.00	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	2,512,066.54	31,664.23	0.00	0.00	283,114.96
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	2,512,066.54	31,664.23	0.00	0.00	283,114.96
Excess(Deficiency) of Revenues Over Expenditures	(2,512,066.54)	(31,664.23)	0.00	0.00	(283,114.96)

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023

Amended Date Approved: _____

Capital Project Fund Type

Other Financing Sources(Uses)	3024-2022 QSCB BUILDING PROJECT FUND	3026-2018 BUILDING PROJECT FUND	3027-2018 EQUIPMENT LEASE PURCHASE	3028-2020 CTE BUILDING	3029-ESCO PROJECT 2022
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	2,512,066.54	31,664.23	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	2,512,066.54	31,664.23	0.00	0.00	0.00
Net Change in Fund Balances	0.00	0.00	0.00	0.00	(283,114.96)
Fund Balances / Retained Earnings					
July 1, 2023	1.12	0.00	0.00	0.00	416,172.31
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	1.12	0.00	0.00	0.00	416,172.31
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	1.12	0.00	0.00	0.00	133,057.35

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
 Amended Date Approved: _____

Capital Project Fund Type

	3462-EDUCATION FACILITIES REVOLVING LOAN FUND	Combining Totals
Revenues		
Local Sources	0.00	0.00
Intermediate Sources	0.00	0.00
State Sources	0.00	0.00
Federal Sources	0.00	0.00
Sixteenth Section Sources	0.00	0.00
Total Revenues	0.00	0.00
Expenditures		
Instruction	0.00	0.00
Support Services	0.00	0.00
Noninstructional Services	0.00	0.00
Sixteenth Section	0.00	0.00
Facilities Acquisition and Construction	648,890.00	3,475,735.73
Debt Service	0.00	0.00
Principal	0.00	0.00
Interest	0.00	0.00
Other	0.00	0.00
Total Expenditures	648,890.00	3,475,735.73
Excess(Deficiency) of Revenues Over Expenditures	(648,890.00)	(3,475,735.73)

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
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Original Date Approved: 07/31/2023
 Amended Date Approved: _____

Capital Project Fund Type	3462-EDUCATION FACILITIES REVOLVING LOAN FUND	Combining Totals
Other Financing Sources(Uses)		
Proceeds of General Obligation Bonds	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00
Proceeds of Loan(s)	648,890.00	648,890.00
Inception of Capital Lease(s)	0.00	0.00
Insurance Loss Recoveries	0.00	0.00
Sale of Transportation Equipment	0.00	0.00
Sale of Other Property	0.00	0.00
Indirect Costs	0.00	0.00
Other Transfers In	0.00	2,543,730.77
Payments to Escrow Agent	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00
Other Transfers Out	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00
Premium on Debt Issuance	0.00	0.00
Total Other Financing Sources(Uses)	648,890.00	3,192,620.77
Net Change in Fund Balances	0.00	(285,114.96)
Fund Balances / Retained Earnings		
July 1, 2023	0.00	416,173.43
Prior period adjustments	0.00	0.00
July 1, 2023 as restated	0.00	416,173.43
Increase(Decrease) in reserve for inventory	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00
June 30, 2024	0.00	133,058.47

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
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Debt Service Fund Type

	4023-QSCB DEBT RETIREMENT 2011	4024-THREE MILL NOTES SERIES 2012	4025-QSCB DEBT RETIREMENT 2013	4026-THREE MILL NOTE 2022	4030-GO BONDS SERIES 2018
Revenues					
Local Sources	236,222.10	0.00	333,020.00	261,681.52	2,676,100.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	236,222.10	0.00	333,020.00	261,681.52	2,676,100.00
Expenditures					
Instruction	0.00	0.00	0.00	0.00	0.00
Support Services	0.00	0.00	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	333,000.00	402,000.00	1,620,000.00
Interest	36,122.10	0.00	0.00	197,896.00	1,055,850.00
Other	1,500.00	0.00	1,250.00	2,500.00	2,000.00
Total Expenditures	37,622.10	0.00	334,250.00	602,396.00	2,677,850.00
Excess(Deficiency) of Revenues Over Expenditures	198,600.00	0.00	(1,230.00)	(340,714.48)	(1,750.00)

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
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Original Date Approved: 07/31/2023
 Amended Date Approved: _____

Debt Service Fund Type

	4023-QSCB DEBT RETIREMENT 2011	4024-THREE MILL NOTES SERIES 2012	4025-QSCB DEBT RETIREMENT 2013	4026-THREE MILL NOTE 2022	4030-GO BONDS SERIES 2018
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	1,230.00	141,968.00	1,750.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	200,000.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	(200,000.00)	0.00	1,230.00	141,968.00	1,750.00
Net Change in Fund Balances	(1,400.00)	0.00	0.00	(198,746.48)	0.00
Fund Balances / Retained Earnings					
July 1, 2023	40,991.68	3,308.53	0.00	340,458.64	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	40,991.68	3,308.53	0.00	340,458.64	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	39,591.68	3,308.53	0.00	141,712.16	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

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 Amended Date Approved: _____

Debt Service Fund Type

	4031- REFUNDING BONDS SERIES 2013	4038- REFUNDING BONDS SERIES 2009	4039-DEBT RETIREMENT 2011 ISSUE	4041-MAEP RETIREMENT FUND	4092-2011 QSCB RETIREMENT FUND
Revenues					
Local Sources	690,121.88	0.00	2,218,450.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	690,121.88	0.00	2,218,450.00	0.00	0.00
Expenditures					
Instruction	0.00	0.00	0.00	0.00	0.00
Support Services	0.00	0.00	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	665,000.00	0.00	1,610,000.00	0.00	0.00
Interest	25,021.88	0.00	608,150.00	0.00	0.00
Other	1,000.00	0.00	2,500.00	0.00	0.00
Total Expenditures	691,021.88	0.00	2,220,650.00	0.00	0.00
Excess(Deficiency) of Revenues Over Expenditures	(900.00)	0.00	(2,200.00)	0.00	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
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Original Date Approved: 07/31/2023
 Amended Date Approved: _____

Debt Service Fund Type

	4031- REFUNDING BONDS SERIES 2013	4038- REFUNDING BONDS SERIES 2009	4039-DEBT RETIREMENT 2011 ISSUE	4041-MAEP RETIREMENT FUND	4092-2011 QSCB RETIREMENT FUND
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	900.00	0.00	2,200.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	900.00	0.00	2,200.00	0.00	0.00
Net Change in Fund Balances	0.00	0.00	0.00	0.00	0.00
Fund Balances / Retained Earnings					
July 1, 2023	211,246.48	0.00	420,518.38	0.00	2,371,822.27
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	211,246.48	0.00	420,518.38	0.00	2,371,822.27
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00
June 30, 2024	211,246.48	0.00	420,518.38	0.00	2,371,822.27

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
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Original Date Approved: 07/31/2023
 Amended Date Approved: _____

Debt Service Fund Type

	4093-2013 QSCB RETIREMENT FUND	Combining Totals
Revenues		
Local Sources	0.00	6,415,595.50
Intermediate Sources	0.00	0.00
State Sources	0.00	0.00
Federal Sources	0.00	0.00
Sixteenth Section Sources	0.00	0.00
Total Revenues	0.00	6,415,595.50
Expenditures		
Instruction	0.00	0.00
Support Services	0.00	0.00
Noninstructional Services	0.00	0.00
Sixteenth Section	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00
Debt Service	0.00	0.00
Principal	0.00	4,630,000.00
Interest	0.00	1,923,039.98
Other	0.00	10,750.00
Total Expenditures	0.00	6,563,789.98
Excess(Deficiency) of Revenues Over Expenditures	0.00	(148,194.48)

OXFORD SCHOOL DISTRICT
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Debt Service Fund Type

	4093-2013 QSCB RETIREMENT FUND	Combining Totals
Other Financing Sources(Uses)		
Proceeds of General Obligation Bonds	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00
Proceeds of Loan(s)	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00
Insurance Loss Recoveries	0.00	0.00
Sale of Transportation Equipment	0.00	0.00
Sale of Other Property	0.00	0.00
Indirect Costs	0.00	0.00
Other Transfers In	0.00	148,048.00
Payments to Escrow Agent	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00
Other Transfers Out	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	200,000.00
Miscellaneous Other Financing Uses	0.00	0.00
Premium on Debt Issuance	0.00	0.00
Total Other Financing Sources(Uses)	0.00	(51,952.00)
Net Change in Fund Balances	0.00	(200,146.48)
Fund Balances / Retained Earnings		
July 1, 2023	3,265,751.96	6,654,097.94
Prior period adjustments	0.00	0.00
July 1, 2023 as restated	3,265,751.96	6,654,097.94
Increase(Decrease) in reserve for inventory	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00
June 30, 2024	3,265,751.96	6,453,951.46

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
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Enterprise Fund Type

	Combining Totals		
Revenues			
Local Sources	0.00		
Intermediate Sources	0.00		
State Sources	0.00		
Federal Sources	0.00		
Sixteenth Section Sources	0.00		
Total Revenues	0.00		
Expenditures			
Instruction	0.00		
Support Services	0.00		
Noninstructional Services	0.00		
Sixteenth Section	0.00		
Facilities Acquisition and Construction	0.00		
Debt Service	0.00		
Principal	0.00		
Interest	0.00		
Other	0.00		
Total Expenditures	0.00		
Excess(Deficiency) of Revenues Over Expenditures	0.00		

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Enterprise Fund Type

	Combining Totals
Other Financing Sources(Uses)	
Proceeds of General Obligation Bonds	0.00
Proceeds of Refunding Bonds	0.00
Proceeds of Loan(s)	0.00
Inception of Capital Lease(s)	0.00
Insurance Loss Recoveries	0.00
Sale of Transportation Equipment	0.00
Sale of Other Property	0.00
Indirect Costs	0.00
Other Transfers In	0.00
Payments to Escrow Agent	0.00
Miscellaneous Other Financing Sources	0.00
Indirect Costs Transfers Out	0.00
Other Transfers Out	0.00
Payment to Refunded Bond Escrow Agent	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00
Miscellaneous Other Financing Uses	0.00
Premium on Debt Issuance	0.00
Total Other Financing Sources(Uses)	0.00
Net Change in Fund Balances	0.00
Fund Balances / Retained Earnings	
July 1, 2023	0.00
Prior period adjustments	0.00
July 1, 2023 as restated	0.00
Increase(Decrease) in reserve for inventory	0.00
Residual equity transfer In(Out)	0.00
June 30, 2024	0.00

OXFORD SCHOOL DISTRICT
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Internal Service Fund Type

	Combining Totals
Revenues	
Local Sources	0.00
Intermediate Sources	0.00
State Sources	0.00
Federal Sources	0.00
Sixteenth Section Sources	0.00
Total Revenues	0.00
Expenditures	
Instruction	0.00
Support Services	0.00
Noninstructional Services	0.00
Sixteenth Section	0.00
Facilities Acquisition and Construction	0.00
Debt Service	0.00
Principal	0.00
Interest	0.00
Other	0.00
Total Expenditures	0.00
Excess(Deficiency) of Revenues Over Expenditures	0.00

OXFORD SCHOOL DISTRICT
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Internal Service Fund Type

	Combining Totals
Other Financing Sources(Uses)	
Proceeds of General Obligation Bonds	0.00
Proceeds of Refunding Bonds	0.00
Proceeds of Loan(s)	0.00
Inception of Capital Lease(s)	0.00
Insurance Loss Recoveries	0.00
Sale of Transportation Equipment	0.00
Sale of Other Property	0.00
Indirect Costs	0.00
Other Transfers In	0.00
Payments to Escrow Agent	0.00
Miscellaneous Other Financing Sources	0.00
Indirect Costs Transfers Out	0.00
Other Transfers Out	0.00
Payment to Refunded Bond Escrow Agent	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00
Miscellaneous Other Financing Uses	0.00
Premium on Debt Issuance	0.00
Total Other Financing Sources(Uses)	0.00
Net Change in Fund Balances	0.00
Fund Balances / Retained Earnings	
July 1, 2023	0.00
Prior period adjustments	0.00
July 1, 2023 as restated	0.00
Increase(Decrease) in reserve for inventory	0.00
Residual equity transfer In(Out)	0.00
June 30, 2024	0.00

OXFORD SCHOOL DISTRICT
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Permanent Fund Type

	7291-M. S. PULLEN MATH TRUST FUND	Combining Totals
Revenues		
Local Sources	0.00	0.00
Intermediate Sources	0.00	0.00
State Sources	0.00	0.00
Federal Sources	0.00	0.00
Sixteenth Section Sources	0.00	0.00
Total Revenues	0.00	0.00
Expenditures		
Instruction	0.00	0.00
Support Services	0.00	0.00
Noninstructional Services	0.00	0.00
Sixteenth Section	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00
Debt Service	0.00	0.00
Principal	0.00	0.00
Interest	0.00	0.00
Other	0.00	0.00
Total Expenditures	0.00	0.00
Excess(Deficiency) of Revenues Over Expenditures	0.00	0.00

OXFORD SCHOOL DISTRICT
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Original Date Approved: 07/31/2023
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Permanent Fund Type	7291-M. S. PULLEN MATH TRUST FUND	Combining Totals
Other Financing Sources(Uses)		
Proceeds of General Obligation Bonds	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00
Proceeds of Loan(s)	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00
Insurance Loss Recoveries	0.00	0.00
Sale of Transportation Equipment	0.00	0.00
Sale of Other Property	0.00	0.00
Indirect Costs	0.00	0.00
Other Transfers In	0.00	0.00
Payments to Escrow Agent	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00
Other Transfers Out	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00
Premium on Debt Issuance	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00
Net Change in Fund Balances	0.00	0.00
Fund Balances / Retained Earnings		
July 1, 2023	0.00	0.00
Prior period adjustments	0.00	0.00
July 1, 2023 as restated	0.00	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00
June 30, 2024	0.00	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
 Amended Date Approved: _____

Fiduciary Fund Type

	Combining Totals
Revenues	
Local Sources	0.00
Intermediate Sources	0.00
State Sources	0.00
Federal Sources	0.00
Sixteenth Section Sources	0.00
Total Revenues	0.00
Expenditures	
Instruction	0.00
Support Services	0.00
Noninstructional Services	0.00
Sixteenth Section	0.00
Facilities Acquisition and Construction	0.00
Debt Service	0.00
Principal	0.00
Interest	0.00
Other	0.00
Total Expenditures	0.00
Excess(Deficiency) of Revenues Over Expenditures	0.00

OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original X Date Approved: 07/31/2023
 Amended _ Date Approved: _____

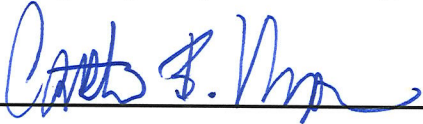
Fiduciary Fund Type

	Combining Totals
Other Financing Sources(Uses)	
Proceeds of General Obligation Bonds	0.00
Proceeds of Refunding Bonds	0.00
Proceeds of Loan(s)	0.00
Inception of Capital Lease(s)	0.00
Insurance Loss Recoveries	0.00
Sale of Transportation Equipment	0.00
Sale of Other Property	0.00
Indirect Costs	0.00
Other Transfers In	0.00
Payments to Escrow Agent	0.00
Miscellaneous Other Financing Sources	0.00
Indirect Costs Transfers Out	0.00
Other Transfers Out	0.00
Payment to Refunded Bond Escrow Agent	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00
Miscellaneous Other Financing Uses	0.00
Premium on Debt Issuance	0.00
Total Other Financing Sources(Uses)	0.00
Net Change in Fund Balances	0.00
Fund Balances / Retained Earnings	
July 1, 2023	0.00
Prior period adjustments	0.00
July 1, 2023 as restated	0.00
Increase(Decrease) in reserve for inventory	0.00
Residual equity transfer In(Out)	0.00
June 30, 2024	0.00


OXFORD SCHOOL DISTRICT
SDA Legal Current Combining Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
Amended Date Approved: _____

The above Original Combining Budget Report has been approved by the school board as noted in our board minutes dated 7/31/2023

Board President:  (signature)
Carter Myers (printed name)

Date: 7/31/23

Board Secretary:  (signature)
Dennis Tosh, III (printed name)

Date: 7/31/23



OXFORD POLICE DEPARTMENT

Chief of Police
Joseph B. East

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: Wayne Andrews

Address: 130 Leighton Rd, Oxford, MS 38655

Telephone: 662-236-6429/ 901-237-9091

Name of Organization: Yoknapatawpha Arts Council

Address: 413 South 14th Street Oxford, MS 38655

Telephone: 662-236-6429 / 901-237-9091

Organization Director: Wayne Andrews

Telephone: 662-236-6429

On Site Contact Person: Wayne Andrews

Name: 901-237-9091

Telephone:

Requested Date(s): Friday, August 25, 2023

Requested Time(s): 5:30p.m. -6:00p.m.

Requested Location(s): 400 North Lamar, Oxford, MS 38655 (The Lyric)

Type of Event: Second Line

Designation of any Public Facilities and / or Equipment to be utilized:

Detailed Route Information, Start to Finish:

Assemble inside the Graduate Hotel , exit onto Lamar - march down Lamar to Square turning onto Van Buren to South 14th Street - turning onto South 14th Street ending at Powerhouse Community Arts Center. This is a group of 150 based on last year with a band hosting an ending event to Hoka Days festival with concert inside Powerhouse

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.: People only - 100

Number of expected Spectators:

Assembly Point and time of Participants: The Lyric (inside)

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Plan to have banner at front of event : Hoka Days Community Arts Celebration

Special Detail Instructions:

	7/22/27	
Applicant	Date	Time

Permit Approved By:

Chief of Police	Date	Time

Copies To:

- Mayor
- City Attorney
- Fire Chief
- City Engineer
- Other

Attachments:

PAYMENT DATE
07/24/2023
COLLECTION STATION
Station 1

City of Oxford
City Clerk's Office
107 Courthouse Square
Oxford, MS 38655

BATCH NO.
2023-00000920
RECEIPT NO.
2023-00004138
CASHIER
Daphanie Vaughn

RECEIVED FROM
WAYNE ANDREWS

DESCRIPTION
PUBLIC ASSEMBLY FRIDAY AUGUST 25, 2023

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																									
0FD	Oxford Police Dept. Fees 001-001-01 CASH GENERAL FUND \$25.00 001-000-305 INCOME FROM POLICE DEPT FEES \$25.00	\$25.00																									
<p>Payments:</p>	<table border="1"> <thead> <tr> <th data-bbox="475 646 540 674">Type</th> <th data-bbox="605 646 670 674">Detail</th> <th data-bbox="1044 646 1125 674">Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="475 674 540 701">Charge</td> <td data-bbox="605 674 1027 751">Credit Card Type: Credit Card Number: xxxx Authorization Code:</td> <td data-bbox="1060 674 1125 701">\$25.00</td> </tr> <tr> <td colspan="2" data-bbox="743 800 1133 993"> <table border="1"> <tbody> <tr><td>Total Cash</td><td>\$0.00</td></tr> <tr><td>Total Check</td><td>\$0.00</td></tr> <tr><td>Total Charge</td><td>\$25.00</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> </tbody> </table> </td> <td></td> </tr> </tbody> </table>	Type	Detail	Amount	Charge	Credit Card Type: Credit Card Number: xxxx Authorization Code:	\$25.00	<table border="1"> <tbody> <tr><td>Total Cash</td><td>\$0.00</td></tr> <tr><td>Total Check</td><td>\$0.00</td></tr> <tr><td>Total Charge</td><td>\$25.00</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> </tbody> </table>		Total Cash	\$0.00	Total Check	\$0.00	Total Charge	\$25.00	Total Wire	\$0.00	Total Other	\$0.00	Total Remitted	\$25.00	Change	\$0.00	Total Received	\$25.00		
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		Total Amount: \$25.00																									

Customer Copy

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND**

**_____ of _____, MISSISSIPPI
(List the Municipal, County, or State Agency)**

This Memorandum of Understanding ("Agreement") is made and entered into by and between the Mississippi Transportation Commission ("COMMISSION"), a body corporate of the State of Mississippi, acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), and the (_____) ("Local Agency"), effective as of the date of latest execution below.

WITNESSTH:

WHEREAS, the COMMISSION, through MDOT, is charged with the construction and maintenance of the State Highway System; and

WHEREAS, pursuant to Section 65-1-8 of the Miss. Code Ann. (1972), the COMMISSION is further charged with making proper and reasonable rules and regulations for the removal of any form of obstruction from the public rights-of-way, and reserves the authority to remove any and all unauthorized obstructions from said rights-of-way; and

WHEREAS, the Local Agency is a duly-elected or appointed governmental organization for the above-named jurisdiction and is responsible for the placement and maintenance of **Automatic License Plate Readers (ALPR)** or other permanently mounted law enforcement devices including but not limited to those provided through the Department of Homeland Security; and

WHEREAS, the Local Agency is desirous of placing a ALPR on MDOT rights-of-way and agrees to assume all responsibility for the safety of its employees and/or agents working within said rights-of-way; and

WHEREAS, the COMMISSION is a body corporate under the laws of the State of Mississippi, and is authorized to enter into this Agreement under the provisions of Section 65-1-8 of the Miss. Code Ann. (1972), and the Local Agency and the COMMISSION desire to set forth more fully the understandings of the parties by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the stated premises and of the mutual promises contained herein, the Local Agency and COMMISSION do agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. THE LOCAL AGENCY:

1. Provide MDOT through the District Office with all required permit documents that include but are not limited to the following:
 - a. Provide MDOT with half-scale plans signed by a licensed professional Engineer in the State of Mississippi depicting all aspects of the ALPR hardware proposed for installation including a separate electrical power source and separate cabinet installation;
 - b. Provide MDOT with a Traffic Control Plan as well as administer the placement of all temporary traffic control devices in accordance with Part 6 of the Manual On Uniform Traffic Control Devices (MUTCD) that are necessary for the work within the right of way necessary for the installation, repair, or removal of the ALPR;
2. Notify the MDOT designee in writing within a minimum of one (1) week prior to installation or removal of an ALPR in order to coordinate MDOT's inspection of the work;

B. THE COMMISSION:

1. Upon notification from the Local Agency of an intended installation of an ALPR, MDOT District personnel, upon consultation with the appropriate MDOT support Divisions, will advise the Local Agency designee as to any safety or operational or roadway infrastructure concerns that may result in required actions to be taken by the Local Agency to mitigate these concerns or the denial of the ALPR at the requested location if the identified concerns cannot be mitigated;
2. Inspect as directed, installation, repair, and removal activities for the ALPR;
3. Verify proper placement of all traffic control devices as soon as practical; and
4. Designate an MDOT employee as the point of contact to receive notifications of installation, repair, or removal activities by the Local Agency.

II. NOTICE AND DESIGNATED AGENTS

The COMMISSION executes its orders and directives through MDOT. All notices and correspondence with the COMMISSION shall be directed to the designated agent shown below. Similarly, all notices and correspondence with the Local Agency shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated

agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this Agreement. The designated agents for the parties are:

COMMISSION:

Telephone:

Facsimile:

Local Agency:

Telephone:

Facsimile:

III. GENERAL PROVISIONS

1. The relationship of the Local Agency to the COMMISSION is that of an independent contractor, and the Local Agency covenants and agrees that it and its employees will neither hold themselves out as, or claim to be, officers or employees of the COMMISSION or MDOT by reason hereof. The Local Agency and its employees and officials will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the COMMISSION or MDOT, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or any form of tax withholding.
2. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act, codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the Local Agency and every contractor or subcontractor employed by the Local Agency shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.
3. The COMMISSION shall not be a party to any contract or subcontract entered into by the Local Agency, other than this Agreement.

4. The ALPR shall remain the sole and exclusive property of the Local Agency. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to the ALPR to the COMMISSION or MDOT or any person or entity not a signatory hereto except as described in this Agreement.

IV. AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties.

V. SEVERABILITY

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or United States of America, to the extent that it is reasonably possibly to do so, the remainder of this Agreement shall remain in full force and effect.

VI. TERMINATION OF AGREEMENT

This Agreement may be immediately terminated upon the written notification by the Executive Director of MDOT to the Local Agency authorized designee.

VII. LIABILITY

The COMMISSION in executing this Agreement shall not be held responsible for any damage, which may be caused or inadvertently done to the ALPR regardless of the source or cause of any such damage. The Local Agency agrees to assume and accepts all responsibility for the safety of the traveling public during installation, removal, and maintenance of the ALPR and/or any and all traffic control devices described under this Agreement.

The Local Agency does hereby covenant and agree to indemnify and hold harmless the COMMISSION and MDOT from and against any claims, actions, suits, causes, or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the Local Agency, or any servants, agents or employees of the Local Agency in the installation, repair, or removal of the ALPR as well as any and all traffic control devices described in the Agreement.

VIII. AUTHORITY TO CONTRACT

The undersigned hereby execute this Memorandum of Understanding and assure that the authority to execute this Agreement has been granted by the appropriate governing bodies.

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 20 __.

THE LOCAL AGENCY

By: _____
(*Insert Title*)

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 20 __.

**MISSISSIPPI TRANSPORTATION
COMMISSION, by and through the duly
authorized Executive Director**

Brad White, Executive Director
Mississippi Department of Transportation
Book _____ Page _____

General Fund Amendments & Reallocations

Revenue

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-000-218	\$ 175,000.00	\$ 185,000.00	\$ 10,000.00	Planning Dept. Income
001-000-221	\$ 800,000.00	\$ 850,000.00	\$ 50,000.00	Franchise Charges
001-000-222	\$ 750,000.00	\$ 825,000.00	\$ 75,000.00	Bldg & Zoning
001-000-250	\$ 30,000.00	\$ 38,000.00	\$ 8,000.00	Municipal Aid
001-000-271	\$ 1,225,000.00	\$ 1,235,000.00	\$ 10,000.00	County Ad Valorem Tax
001-000-277	\$ 30,000.00	\$ 40,000.00	\$ 10,000.00	E Jackson Ave Lease Revenue
001-000-310	\$ 20,000.00	\$ 25,000.00	\$ 5,000.00	Income from ARC-Adoptions
001-000-339	\$ -	\$ 12,000.00	\$ 12,000.00	Donations
001-000-340	\$ 425,000.00	\$ 460,000.00	\$ 35,000.00	Miscellaneous
001-000-341	\$ 350,000.00	\$ 490,000.00	\$ 140,000.00	Interest Earned
001-000-345	\$ 715,000.00	\$ 850,000.00	\$ 135,000.00	Concessions
001-000-386	\$ 800,000.00	\$ 966,380.00	\$ 166,380.00	Tax Equivalent-Elec. Dept.
	<u>\$ 5,320,000.00</u>	<u>\$ 5,976,380.00</u>	<u>\$ 656,380.00</u>	Net Change to Revenue

Expenses

General Government

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-093-850	\$ 495,000.00	\$ 495,200.00	\$ 200.00	
001-093-615	\$ 1,000.00	\$ 800.00	\$ (200.00)	
			<u>\$ -</u>	net change to dept.

Parking Enforcement

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-095-410	\$ 67,802.00	\$ 28,685.00	\$ (39,117.00)	
001-095-420	\$ 104,837.00	\$ 125,000.00	\$ 20,163.00	
001-095-450	\$ 1,250.00	\$ 1,800.00	\$ 550.00	
001-095-535	\$ 4,000.00	\$ 5,500.00	\$ 1,500.00	
001-095-555	\$ 8,000.00	\$ 15,000.00	\$ 7,000.00	
001-095-575	\$ 15,000.00	\$ 20,000.00	\$ 5,000.00	
001-095-630	\$ 26,000.00	\$ 30,000.00	\$ 4,000.00	
001-095-605	\$ 1,000.00	\$ 1,904.00	\$ 904.00	
			<u>\$ -</u>	net change to dept.

Oxford Park Commission

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-300-575	\$ 40,000.00	\$ 65,000.00	\$ 25,000.00	
001-300-720	\$ 50,000.00	\$ 25,000.00	\$ (25,000.00)	
			<u>\$ -</u>	net change to dept.

OPC-Pool

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
001-301-555	\$ 52,000.00	\$ 51,000.00	\$ (1,000.00)
001-301-730	\$ 3,000.00	\$ 4,000.00	\$ 1,000.00

\$ - net change to dept.

City Shop

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
001-500-570	\$ 450,000.00	\$ 650,000.00	\$ 200,000.00

\$ 200,000.00 net change to dept.

Total Increase/Decrease in Revenue	\$ 656,380.00
Total Increase/Decrease in Expenses	\$ 200,000.00
Total	<u>\$ 456,380.00</u>

Environmental Services

Revenue

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
020-000-251	\$ 110,000.00	\$ 125,000.00	\$ 15,000.00	Reimb-Transfer Station
	<u>\$ 110,000.00</u>	<u>\$ 125,000.00</u>	<u>\$ 15,000.00</u>	Net Change to Revenue
			<u>\$ 15,000.00</u>	Total Revenue Adjustment

Environmental Services-Administration

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
020-220-600	\$ 12,000.00	\$ 35,000.00	\$ 23,000.00	
020-220-630	\$ -	\$ 3,000.00	\$ 3,000.00	
020-220-555	\$ 650,000.00	\$ 624,000.00	\$ (26,000.00)	
			<u>\$ -</u>	net change to fund

Environmental Services-Street Cleaning

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
020-221-525	\$ 28,000.00	\$ 27,500.00	\$ (500.00)	
020-221-600	\$ -	\$ 500.00	\$ 500.00	
			<u>\$ -</u>	net change to fund

Environmental Services-Waste Collection

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
020-222-525	\$ 85,000.00	\$ 120,000.00	\$ 35,000.00	
			<u>\$ 35,000.00</u>	net change to fund

Total Increase in Revenue	\$ 15,000.00
Total Increase/Decrease in Expenses	\$ 35,000.00
Total	<u>\$ (20,000.00)</u>

Development Services

Development Services-Administration

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
025-088-500	\$ 3,000.00	\$ 2,000.00	\$ (1,000.00)
025-088-555	\$ 2,000.00	\$ 1,000.00	\$ (1,000.00)
025-088-730	\$ 2,800.00	\$ 4,800.00	\$ 2,000.00

\$ - net change to fund

Development Services-Engineering

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
025-089-500	\$ 5,000.00	\$ 3,500.00	\$ (1,500.00)
025-089-555	\$ 18,000.00	\$ 16,500.00	\$ (1,500.00)
025-089-575	\$ 1,000.00	\$ 500.00	\$ (500.00)
025-089-730	\$ 7,000.00	\$ 10,500.00	\$ 3,500.00

\$ - net change to fund

Total Increase in Revenue	\$ -
Total Increase/Decrease in Expenses	\$ -
Total	\$ -

Other Funds

Metro Narcotics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
100-000-333	\$ 450,000.00	\$ 455,000.00	\$ 5,000.00
100-000-341	\$ 4,000.00	\$ 25,000.00	\$ 21,000.00

\$ 26,000.00 net change to fund

2009 GO Bonds

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
230-000-200	\$ 322,825.00	\$ 312,000.00	\$ (10,825.00)
230-000-341	\$ 40,000.00	\$ 50,825.00	\$ 10,825.00

\$ - net change to fund

Cemetery Trust Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
602-000-393	\$ 55,000.00	\$ 70,000.00	\$ 15,000.00

\$ 15,000.00 net change to fund

DARE Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
610-000-333	\$ 20,000.00	\$ 25,000.00	\$ 5,000.00

*to acct for increased interest rev

\$ 5,000.00 net change to fund

Hotel/Motel Tax-Tourism

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
611-000-346	\$ 525,000.00	\$ 650,000.00	\$ 125,000.00
611-700-645	\$ 525,000.00	\$ 650,000.00	\$ 125,000.00

\$ 250,000.00 net change to fund

Trust & Agency-Misc.

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
619-000-341	\$ 270,000.00	\$ 320,000.00	\$ 50,000.00

\$ 50,000.00 net change to fund

Crime Prevention Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
623-723-555	\$ 1,500.00	\$ 1,400.00	\$ (100.00)
623-723-605	\$ 500.00	\$ 600.00	\$ 100.00

\$ - net change to fund

Administrative Fee-Court

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
625-000-333	\$ 40,000.00	\$ 55,000.00	\$ 15,000.00
625-010-555	\$ -	\$ 3,500.00	\$ 3,500.00
625-010-690	\$ 50,000.00	\$ 46,500.00	\$ (3,500.00)

\$ 15,000.00 net change to fund

Tennis Sponsorships

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
628-300-690	\$ 24,000.00	\$ 10,000.00	\$ (14,000.00)
628-300-720	\$ 126,000.00	\$ 140,000.00	\$ 14,000.00

\$ - net change to fund

Oxford Square Park Project-SB2971

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
646-000-909	\$ 500,000.00	\$ 525,000.00	\$ 25,000.00
646-093-720	\$ 630,000.00	\$ 660,000.00	\$ 30,000.00

\$ 55,000.00 net change to fund

Capital Project-SB3049

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
648-000-341	\$ 7,500.00	\$ 12,000.00	\$ 4,500.00

\$ 4,500.00 net change to fund

ARC Capital Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
661-000-333	\$ 20,000.00	\$ 30,000.00	\$ 10,000.00

\$ 10,000.00 net change to fund

RSVP 5310 Grant-County Transit

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
679-302-420	\$ 68,620.00	\$ 67,620.00	\$ (1,000.00)
679-302-605	\$ 1,200.00	\$ 2,200.00	\$ 1,000.00

\$ - net change to fund

Trust Proceeds-\$30M Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
689-000-333	\$ 1,058,995.00	\$ 1,063,945.00	\$ 4,950.00

\$ 4,950.00 net change to fund

OPD Enterprise Center-HB1353

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
692-000-341	\$ 10,000.00	\$ 12,000.00	\$ 2,000.00

\$ 2,000.00 net change to fund

Tree Escrow

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
694-000-333	\$ 25,000.00	\$ 32,000.00	\$ 7,000.00

\$ 7,000.00 net change to fund

Historic Homes Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
696-000-333	\$ 400.00	\$ 1,200.00	\$ 800.00
696-727-615	\$ 9,500.00	\$ 8,500.00	\$ (1,000.00)
696-727-575	\$ 12,834.00	\$ 13,834.00	\$ 1,000.00

\$ 800.00 net change to fund

Oxford Conference Center

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
726-000-333	\$ 750,000.00	\$ 950,000.00	\$ 200,000.00
726-000-909	\$ 1,256,325.00	\$ 1,064,805.00	\$ (191,520.00)
726-726-550	\$ 225,000.00	\$ 260,000.00	\$ 35,000.00
726-726-720	\$ 789,500.00	\$ 870,000.00	\$ 80,500.00

\$ 123,980.00 net change to fund

2% Food & Beverage

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
727-727-570	\$ 50,000.00	\$ 70,000.00	\$ 20,000.00
727-727-910	\$ 1,376,948.00	\$ 1,356,948.00	\$ (20,000.00)

\$ - net change to fund

Parking Revenue

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
729-000-333	\$ 1,000,000.00	\$ 1,050,000.00	\$ 50,000.00

\$ 50,000.00 net change to fund

OPC-Activity Fund

Expenses

LLO-Computer

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-106-555	\$ 3,717.00	\$ -	\$ (3,717.00)

\$ (3,717.00) net change to fund

LLO-Aquatics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-113-555	\$ 5,717.00	\$ 4,717.00	\$ (1,000.00)
300-113-690	\$ -	\$ 1,000.00	\$ 1,000.00

\$ - net change to fund

YS-Softball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-202-535	\$ -	\$ 5,000.00	\$ 5,000.00
300-205-600	\$ 1,000.00	\$ 5,000.00	\$ 4,000.00

\$ 9,000.00 net change to fund

YS-Basketball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-203-535	\$ -	\$ 9,000.00	\$ 9,000.00
300-203-555	\$ 8,000.00	\$ 5,000.00	\$ (3,000.00)
300-203-600	\$ 7,100.00	\$ 10,000.00	\$ 2,900.00

\$ 8,900.00 net change to fund

YS-Tennis

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-205-555	\$ 1,000.00	\$ 7,000.00	\$ 6,000.00
300-205-600	\$ 15,000.00	\$ 30,000.00	\$ 15,000.00

\$ 21,000.00 net change to fund

YS-Karate

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-206-600	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00

\$ 5,000.00 net change to fund

YS-Chess

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-207-555	\$ 1,000.00	\$ -	\$ (1,000.00)

\$ (1,000.00) net change to fund

YS-Fishing

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-208-555	\$ 7,717.00	\$ 2,000.00	\$ (5,717.00)

\$ (5,717.00) net change to fund

YS-Golf

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-209-555	\$ 7,717.00	\$ 2,000.00	\$ (5,717.00)

\$ (5,717.00) net change to fund

YS-Canoe/Hiking

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-211-555	\$ 7,717.00	\$ 2,000.00	\$ (5,717.00)

\$ (5,717.00) net change to fund

YS-Guitar

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-210-555	\$ 1,000.00	\$ -	\$ (1,000.00)

\$ (1,000.00) net change to fund

YS-Baseball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-213-535	\$ 4,000.00	\$ 20,000.00	\$ 16,000.00
300-213-555	\$ 2,717.00	\$ 5,000.00	\$ 2,283.00
300-213-600	\$ 1,700.00	\$ 15,000.00	\$ 13,300.00

\$ 31,583.00 net change to fund

YS-Intramurals

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-215-555	\$ 7,717.00	\$ -	\$ (7,717.00)

\$ (7,717.00) net change to fund

YS-Social Clubs

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-216-555	\$ 7,717.00	\$ -	\$ (7,717.00)

\$ (7,717.00) net change to fund

YS-Gymnastics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-217-555	\$ 1,000.00	\$ 5,000.00	\$ 4,000.00
300-217-600	\$ 25,000.00	\$ 65,000.00	\$ 40,000.00

\$ 44,000.00 net change to fund

YS-Fencing

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-219-555	\$ 1,000.00	\$ 2,500.00	\$ 1,500.00
300-219-600	\$ 6,717.00	\$ 10,000.00	\$ 3,283.00

\$ 4,783.00 net change to fund

YS-Volleyball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-226-600	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00

\$ 4,000.00 net change to fund

YS-Pickleball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-230-555	\$ 3,717.00	\$ 5,217.00	\$ 1,500.00
300-230-600	\$ 4,000.00	\$ 2,500.00	\$ (1,500.00)

\$ - net change to fund

YS-Dance

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-233-555	\$ 6,804.00	\$ 5,804.00	\$ (1,000.00)
300-233-600	\$ -	\$ 1,000.00	\$ 1,000.00

\$ - net change to fund

YS-Tiny Explorers

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-234-555	\$ 7,717.00	\$ -	\$ (7,717.00)

\$ (7,717.00) net change to fund

YS-Instruct SB

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-236-555	\$ 7,717.00	\$ -	\$ (7,717.00)

\$ (7,717.00) net change to fund

YS-Instruct BKB

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-237-555	\$ 7,717.00	\$ 2,500.00	\$ (5,217.00)
300-237-600	\$ -	\$ 5,217.00	\$ 5,217.00

\$ - net change to fund

YS-Wrestling

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-238-555	\$ 7,717.00	\$ 3,717.00	\$ (4,000.00)
300-238-600	\$ -	\$ 4,000.00	\$ 4,000.00

\$ - net change to fund

YS-Mini-Kickers

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-239-555	\$ 7,717.00	\$ 2,000.00	\$ (5,717.00)
300-239-600	\$ -	\$ 5,717.00	\$ 5,717.00

\$ - net change to fund

YS-Soccer

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-245-535	\$ -	\$ 5,000.00	\$ 5,000.00
300-245-600	\$ 2,000.00	\$ 8,000.00	\$ 6,000.00

\$ 11,000.00 net change to fund

YS-MMO

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-246-555	\$ 7,717.00	\$ 2,000.00	\$ (5,717.00)

\$ (5,717.00) net change to fund

YS-Camps

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-247-585	\$ -	\$ 7,000.00	\$ 7,000.00
300-247-600	\$ -	\$ 5,000.00	\$ 5,000.00
300-247-647	\$ 1,000.00	\$ 5,000.00	\$ 4,000.00

\$ 16,000.00 net change to fund

YS-Lacrosse

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-248-555	\$ 7,717.00	\$ 2,000.00	\$ (5,717.00)

\$ (5,717.00) net change to fund

YS-Ready Golf

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-249-555	\$ 7,717.00	\$ 2,000.00	\$ (5,717.00)

\$ (5,717.00) net change to fund

YS-Mighty Milers

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-250-555	\$ 7,717.00	\$ 2,000.00	\$ (5,717.00)

\$ (5,717.00) net change to fund

YS-Mountain Bike

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-251-555	\$ 7,717.00	\$ 2,000.00	\$ (5,717.00)

\$ (5,717.00) net change to fund

OPC-Activity Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-300-910	\$ -	\$ 1,000,000.00	\$ 1,000,000.00

*this is the transfer for the pool

\$ 1,000,000.00 net change to fund

AS-Fitness

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-331-555	\$ 5,717.00	\$ 2,717.00	\$ (3,000.00)
300-331-600	\$ 2,000.00	\$ 5,000.00	\$ 3,000.00

\$ - net change to fund

AS-Dance

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-333-555	\$ 7,717.00	\$ 2,717.00	\$ (5,000.00)
300-333-600	\$ -	\$ 5,000.00	\$ 5,000.00

\$ - net change to fund

AS-OPC on the Move

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-334-555	\$ 7,717.00	\$ -	\$ (7,717.00)

\$ (7,717.00) net change to fund

AS-Deep Water Aerobics

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-336-555	\$ 7,717.00	\$ 2,717.00	\$ (5,000.00)
300-336-600	\$ -	\$ 5,000.00	\$ 5,000.00

\$ - net change to fund

AS-Sewing

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-335-555	\$ 7,717.00	\$ -	\$ (7,717.00)

\$ (7,717.00) net change to fund

AS-Soccer

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-337-555	\$ 7,717.00	\$ 2,717.00	\$ (5,000.00)
300-337-600	\$ -	\$ 5,000.00	\$ 5,000.00

\$ - net change to fund

AS-Softball

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-338-555	\$ 7,717.00	\$ 2,717.00	\$ (5,000.00)
300-338-600	\$ -	\$ 5,000.00	\$ 5,000.00

\$ - net change to fund

AS-Tennis

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-339-555	\$ 7,717.00	\$ 2,717.00	\$ (5,000.00)
300-339-600	\$ -	\$ 5,000.00	\$ 5,000.00

\$ - net change to fund

SE-Easter

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-403-555	\$ 7,717.00	\$ 2,500.00	\$ (5,217.00)

\$ (5,217.00) net change to fund

SE-Halloween

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-402-555	\$ 7,717.00	\$ 2,500.00	\$ (5,217.00)

\$ (5,217.00) net change to fund

SE-Christmas

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-406-555	\$ 7,717.00	\$ 2,500.00	\$ (5,217.00)

\$ (5,217.00) net change to fund

SE-Pool

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-407-555	\$ 7,717.00	\$ -	\$ (7,717.00)

\$ (7,717.00) net change to fund

SE-Powerwheels Derby

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-413-555	\$ 1,717.00	\$ 500.00	\$ (1,217.00)

\$ (1,217.00) net change to fund

SE-Fit n Fun Adventures

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-412-600	\$ 30,000.00	\$ 40,000.00	\$ 10,000.00
300-412-647	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00

\$ 15,000.00 net change to fund

SE-Other Special Events

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-414-555	\$ -	\$ 2,500.00	\$ 2,500.00

\$ 2,500.00 net change to fund

R-Activity Center

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-562-555	\$ 1,717.00	\$ -	\$ (1,717.00)
300-562-647	\$ 3,000.00	\$ 5,000.00	\$ 2,000.00

\$ 283.00 net change to fund

O-Community Garden

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-651-555	\$ 7,717.00	\$ -	\$ (7,717.00)

\$ (7,717.00) net change to fund

O-Activity Center

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
300-654-555	\$ 7,717.00	\$ -	\$ (7,717.00)

\$ (7,717.00) net change to fund

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Oxford (repair and renovation of building to be used by the Police Department) for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Oxford in paying costs associated with the local project (hereinafter the “Project”) specified in Section 28(bc) of House Bill 603 2023 Regular Legislative Session, Laws of 2023, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed (\$4,000,000.00) (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 28 of House Bill 603, 2023 Regular Legislative Session, authorized expenditures from the 2023 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 28(bc) of House Bill 603, 2023 Regular Legislative Session, Laws of 2023, the Legislature has appropriated funds to the City of Oxford to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2023 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Oxford shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Oxford to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Oxford is subject to the State’s procurement laws; and

WHEREAS, the City of Oxford agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Oxford agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Oxford will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Oxford agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Oxford shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Oxford that the funds on deposit in the 2023 Local Improvements Projects Fund for the City of Oxford (repair and renovation of building to be used by the Police Department) should be disbursed to the City of Oxford and that the City of Oxford shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF OXFORD AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2023 Local Improvements Projects Fund upon written request of the City of Oxford to pay the costs associated with the Project.

Section 2. The City of Oxford certifies and agrees to make every effort to expend all funds received from the 2023 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Oxford to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Oxford agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Oxford is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Oxford agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Oxford agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Oxford shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Oxford agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2023 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Oxford agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Oxford will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Oxford agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Oxford
Attn: Robyn Tannehill, Mayor
107 Courthouse Square
Oxford, Mississippi 38655
Phone: 662-232-2312
Email: aatkinson@oxfordms.net

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF OXFORD

By: _____
Robyn Tannehill, Mayor

Date: _____

EXHIBIT A

The City of Oxford (repair and renovation of building to be used by the Police Department) shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Oxford (construction of a new police station) for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Oxford in paying costs associated with the local project (hereinafter the “Project”) specified in Section 28(in) of House Bill 603 2023 Regular Legislative Session, Laws of 2023, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed (\$1,000,000.00) (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 28 of House Bill 603, 2023 Regular Legislative Session, authorized expenditures from the 2023 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 28(in) of House Bill 603, 2023 Regular Legislative Session, Laws of 2023, the Legislature has appropriated funds to the City of Oxford to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2023 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Oxford shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Oxford to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Oxford is subject to the State’s procurement laws; and

WHEREAS, the City of Oxford agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Oxford agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Oxford will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Oxford agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Oxford shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Oxford that the funds on deposit in the 2023 Local Improvements Projects Fund for the City of Oxford (construction of a new police station) should be disbursed to the City of Oxford and that the City of Oxford shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF OXFORD AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2023 Local Improvements Projects Fund upon written request of the City of Oxford to pay the costs associated with the Project.

Section 2. The City of Oxford certifies and agrees to make every effort to expend all funds received from the 2023 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Oxford to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Oxford agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Oxford is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Oxford agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Oxford agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Oxford shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Oxford agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2023 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Oxford agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Oxford will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Oxford agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Oxford
Attn: Robyn Tannehill, Mayor
107 Courthouse Square
Oxford, Mississippi 38655
Phone: 662-232-2312
Email: aatkinson@oxfordms.net

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF OXFORD

By: _____
Robyn Tannehill, Mayor

Date: _____

EXHIBIT A

The City of Oxford (construction of a new police station) shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.



MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE; Micah Quinn

Date: August 1, 2023

Re: Consider Change Order request #2 from JP Corp General Contractors for various electrical items related to the Oxford Conference Center, accept maintenance of Oxford Conference Center, and release final payment to JP Corp General Contractors, Inc.

JP Corp General Contractors reached substantial completion at the Oxford Conference Center before the June 6th deadline. The building is currently in use, and all of the punch list items are completed. JP Corp is requesting the Board issue final payment and accept maintenance for the Conference Center.

Additionally, JP Corp is requesting a Change Order No. 2 for wiring issues related to the transformers for urinal and toilet sensors and for repairs to wire molding under auditorium chairs. The total addition for both electrical items is \$7,253.63. Both items were unforeseen conditions that are covered by the contingency budget.

Staff recommends approval of Change Order # 2 for the amount of \$7,253.63.



July 25th, 2023

Project: Oxford Conference Center Lighting & Interior Finish Upgrades
Address: 102 Ed Perry Boulevard Oxford, MS 38655
Project No: 2023-02

Mayor and Board of Alderman
107 Courthouse Square
Oxford, MS 38655

Dear Mayor and Board members,

The work performed under the Conference Center Contract, including all punch list items, has been completed as of Monday, July 31st, 2023. As such, we are requesting the Board's consideration of Change Order #2 and, pending that decision, maintenance acceptance and final completion for the project.

Per the terms of the agreement, the one-year warranty started on June 6th, 2023 at substantial completion.

We have thoroughly enjoyed the opportunity to partner with the city of Oxford for this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Josh Parker", is written over a white background.

Josh Parker, Owner

J.P. Corp General Contractors

Document G701

Change Order

PROJECT: <i>(Name and Address)</i> Oxford Conference Center Interior Renovation 102 Ed Perry Boulevard Oxford, MS 38655	CHANGE ORDER NUMBER: 2	OWNER <input checked="" type="checkbox"/>
	DATE: 7/21/2023	ARCHITECT <input checked="" type="checkbox"/>
	ARCHITECT'S PROJECT NO: 2022047 McCarthy Architects	CONTRACTOR <input checked="" type="checkbox"/>
TO CONTRACTOR: <i>(Name and Address)</i> J.P. Corp General Contractors 2411 S. Lamar Blvd. Suite C Oxford, MS 38655	CONTRACT DATE: 1/31/2023	FIELD <input type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER <input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Item #1 - Whitfield Electric - The Existing Urinal and Toilet sensors functioned off of a 120V/6V Transformer. The new Urinal and Toilet Sensors required 120V/24V Transformers. The existing cabling needed to be changed out in order to properly wire up the sensors. \$1,624.38

Item #2 - Whitfield Electric - Disconnecting and reconnecting the wire mold in the Auditorium. \$5,629.25

TOTAL = \$7,253.63

The original <u>Contract Sum</u> was	\$	<u>\$795,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$24,320.20</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$819,320.20</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$7,253.63</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$826,573.83</u>
The Contract Time will be <u>unchanged</u> by <enter days in words> () days		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which 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.

McCarthy Company
ARCHITECT *(Firm name)*
533 W. Main St.
Tupelo, MS 38804
ADDRESS

J.P. Corp General Contractors
CONTRACTOR *(Firm name)*
2411 S. Lamar Blvd,
Suite C, Oxford, MS 38655
ADDRESS

The City of Oxford
OWNER *(Firm name)*
107 Courthouse Square,
Oxford, MS 38655
ADDRESS

BY *(Signature)*

BY *(Signature)*

BY *(Signature)*

Anna Hughes
Typed name

Josh Parker
Typed name

Robyn Tannehill, Mayor
Typed name

DATE

DATE

DATE



OXFORD

GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE; Brad Freeman

Date: August 1, 2023

Re: Permission to reject bid for new HVAC at the Oxford Orthopedic Indoor Practice Facility at mTrade Park and rebid the project.

mTrade Park received one bid from S.M. Lawrence Co. for \$174,000.00 to provide and install three new 15-ton HVAC units at the indoor practice facility.

Staff is requesting permission to reject the single bid, and rebid the project with an increased timeframe.

Enclosure (1)

Bid Tabulation

mTrade Park Oxford Orthopedic Indoor Practice Facility New HVAC

7/21/2023
10:00 AM



	Contractor	Certificate of Responsibility	Bid Bond	Addendum acknowledged	Base Bid	Alternate
1	S.M. Lawrence Company	05734-MC	Fidelity and Deposit Company of Maryland	Yes	\$174,000.00	\$16,400.00
2	Kline Mechancial	06688-MC				
3	Mississippi Mechanical	22002-MC				
4	Tri-Star Mechanical Contractors, Inc	03517-MC				
5	Upchurch Services, LLC	13634-MC				
6	Air and Heat Service Co., Inc.	23117-SC	unresponsive			
7						
8						
9						

AMENDED ST. LEO AREA

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:

OWNERSHIP OF DOCUMENTS

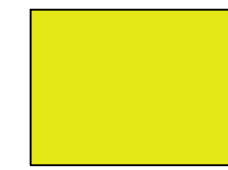
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF ELLIOTT & BRITT ENGINEERING, P.A. AND IS NOT TO BE COPIED, REPRODUCED OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF ELLIOTT & BRITT ENGINEERING, P.A.

REVISION

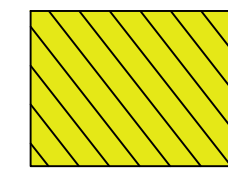
SYMBOL AND LINE LEGEND

- ^{TMH} TELEPHONE MANHOLE
- UT — TELEPHONE (UNDERGROUND)
- ⊞ WATER METER
- ⚡^{WV} WATER VALVE
- W — DOMESTIC WATER
- SS — SANITARY SEWER
- P.K. NAIL
- ▨ SURPLUS AREA

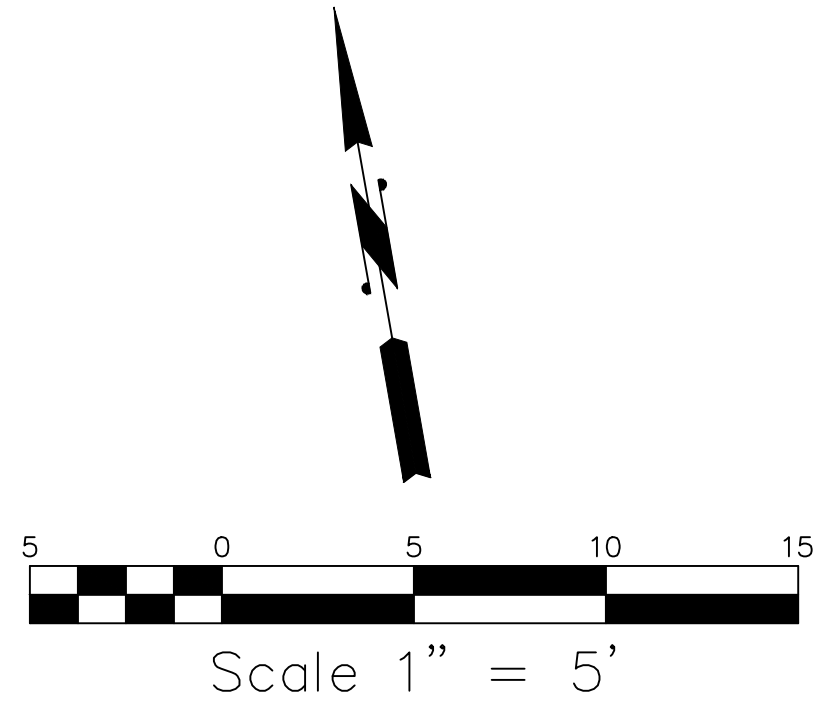
EXHIBIT A (CONT'D)
AREA C



CURRENT AGREEMENT (550.70 SF)



PROPOSED ADDITION (83.04 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.

PARCEL LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	5.14'	S79°59'38"E

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 687.22 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) in the brick paver of Jackson Avenue East; 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 North line to a P.K. nail set; run thence S 79°45'12" E for a distance of 11.52 feet along said North line to a P.K. nail set; run thence N 12°24'03" E for a distance of 2.86 feet along said North line to a P.K. nail set and the beginning of a circular curve to the left; run thence along said circular curve to the left for a distance of 7.33 feet to a P.K. nail set at the end of said curve to the left and on said North line, said circular curve to the left having a chord direction of N 34°04'55" W, a chord length of 7.30 feet and a radius of 22.77 feet; run thence S 79°32'49" E for a distance of 7.19 feet along said North line to a P.K. nail set on said East line and the beginning of a circular curve to the right; run thence along said circular curve to the right for a distance of 4.06 feet to a P.K. nail set washer at the end of said curve to the right and on said East line, said circular curve to the right having a chord direction of S 01°50'47" W, a chord length of 4.04 feet and a radius of 11.92 feet; run thence S 10°00'15" W for a distance of 11.32 feet along said East line to a P.K. nail set; run thence N 79°51'07" W for a distance of 49.20 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 687.22 square feet, more or less.

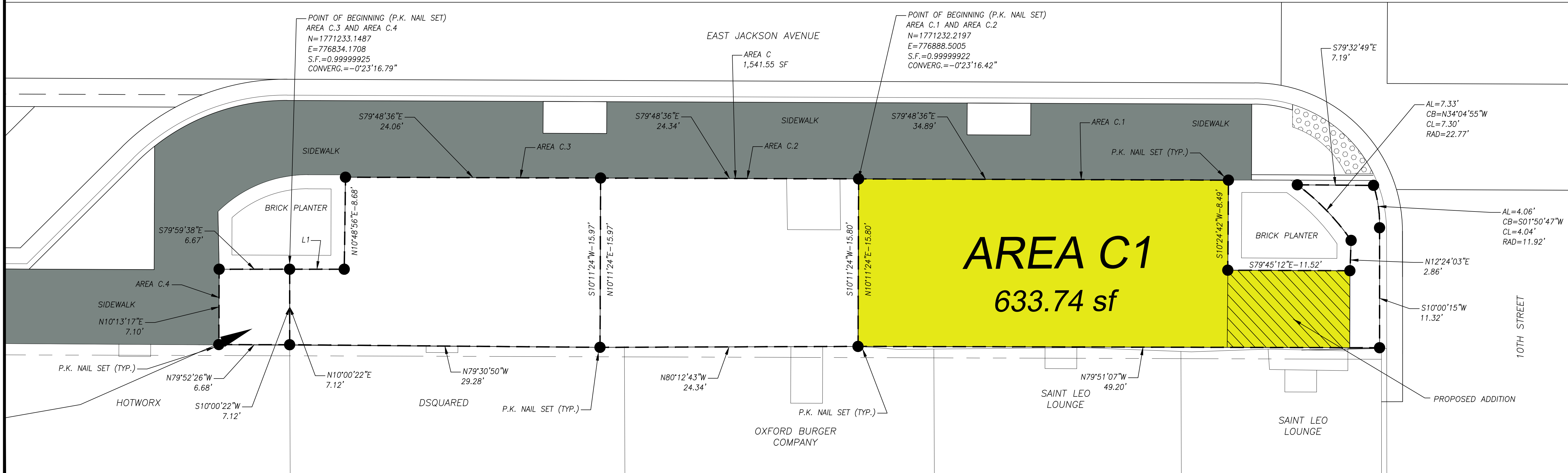
LEASE AGREEMENT SURVEY FOR:
**EAST JACKSON AVENUE
STREETSCAPE IMPROVEMENTS**
CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI

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



SURPLUS PROPERTY LICENSE

THIS LICENSE (“License”) is made and entered into as of (insert new date) _____ (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 until August 1, 2025 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 August 1, 2025 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 (+83.04 s.f. from 550.70 s.f.) 633.74 s.f. for a total yearly payment of \$14,576.02 (from \$12,666.10) to be paid in equal monthly installments of \$1,214.67 (from \$1,055.51) (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: 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'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:

Bunkey, LLC

LICENSOR:

City of Oxford, Mississippi

By: _____
Emily Blount

By: _____
Robyn Tannehill, Mayor



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC:

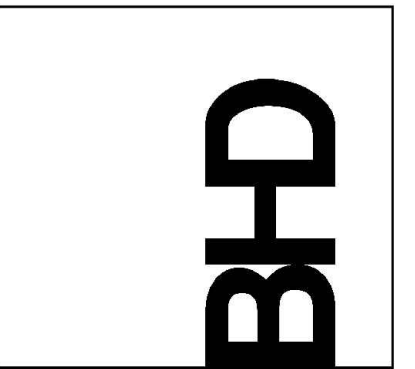
Date: August 1, 2023

Re: Request for revocable license for Landscaping at Merion Subdivision on F.D. "Buddy" East Subdivision

Jeff Williams, on behalf of the developer of Merion Subdivision, requests permission in the form of a revocable license to install landscaping within the right-of-way of F.D. "Buddy" East Parkway. The site is near Highway 334 and the subdivision is located outside of the City limits although access is from a City street.

The attached landscape plans shows the plantings proposed behind the curb and gutter. A sign and fence are shown and will be located outside of the right-of-way. Staff has no objection to the revocable license provided that the plantings do not interfere with the site distance at the intersection of F.D. "Buddy" East Parkway.

Staff recommends that any revocable license granted is contingent on the inclusion of language regarding the owner's obligation to move the encroachment within thirty (30) days notice from the City and notation that it is the responsibility of the party paying for maintenance of the landscaping to ensure that the vegetation is trimmed and maintained so that there are no site distance obstructions.



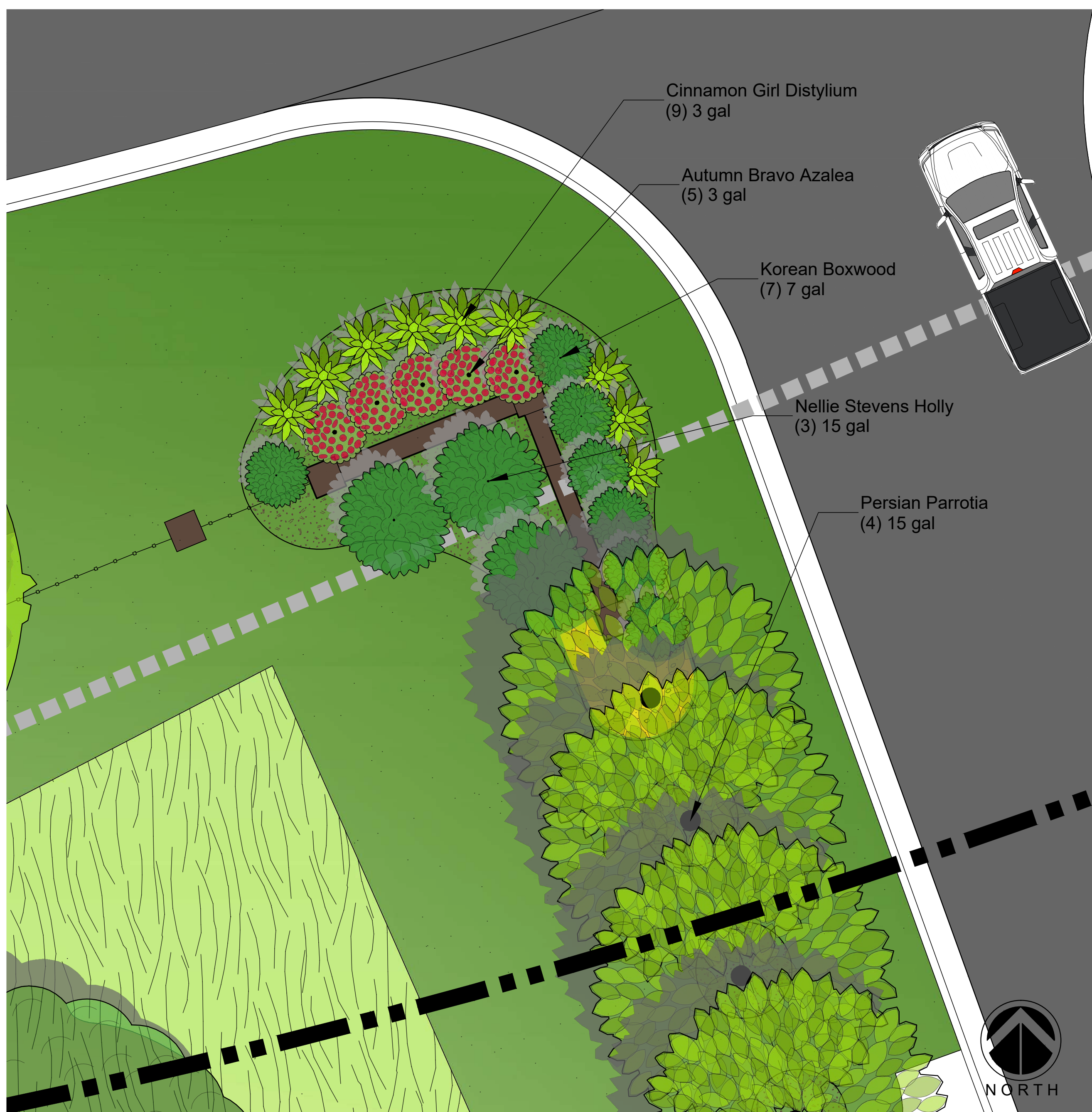
REVISIONS		
NO.	DATE	DESCRIPTION

**MERION SUBDIVISION
MONUMENT SIGNAGE PLAN**
F.D. Buddy East Parkway
Oxford, Mississippi

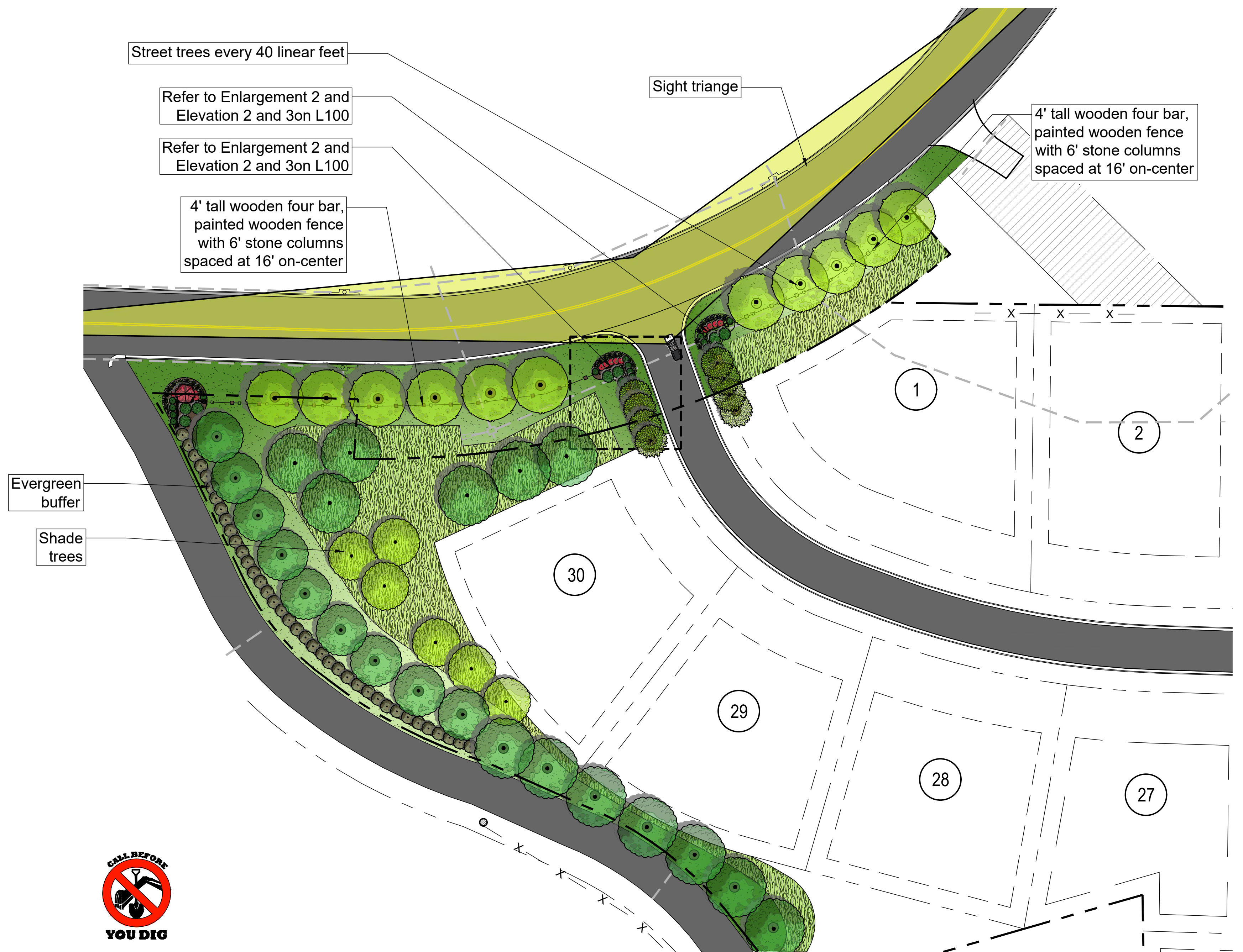
Merion Subdivision Monument Signage FD Buddy East Parkway Oxford, Mississippi	
DRAWN BY:	MRL
CHECKED BY:	MRL
SCALE:	Varies
DATE:	6/10/2023
PROJECT NUMBER:	2022.07

Not for construction

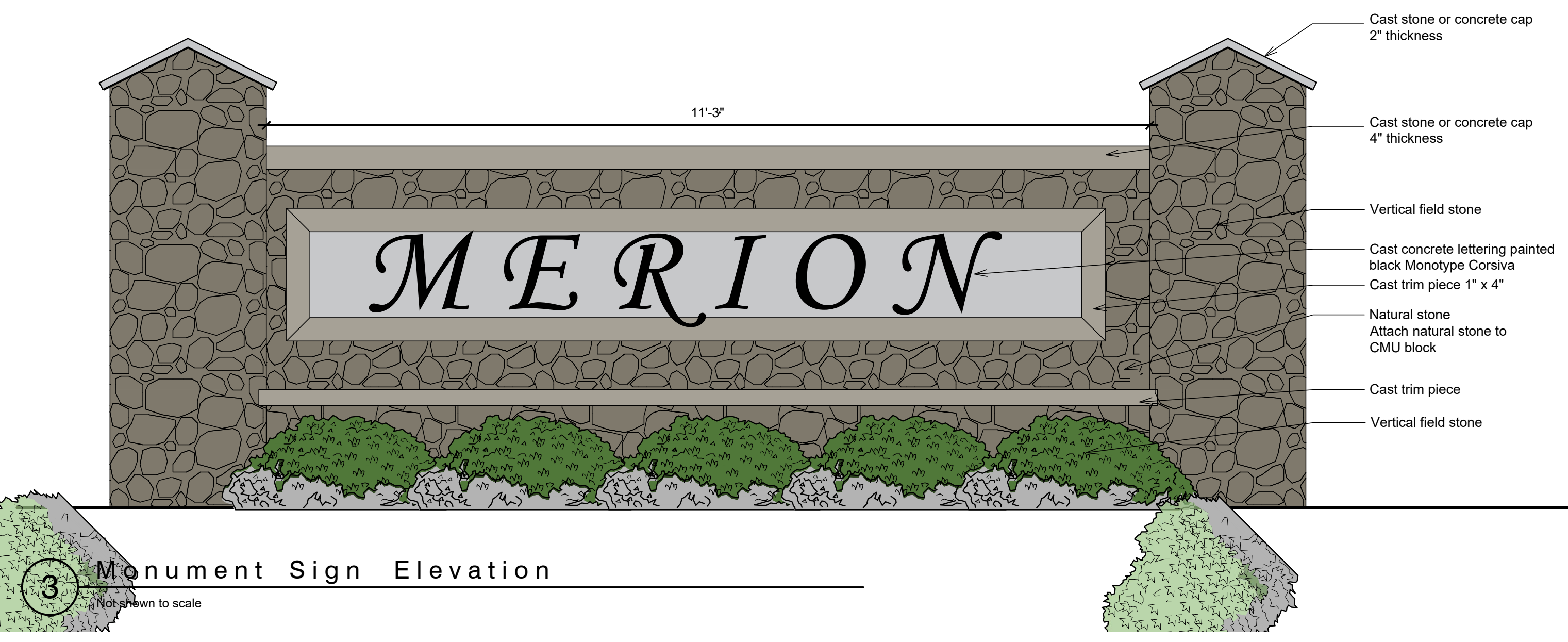
L100
1 of 2



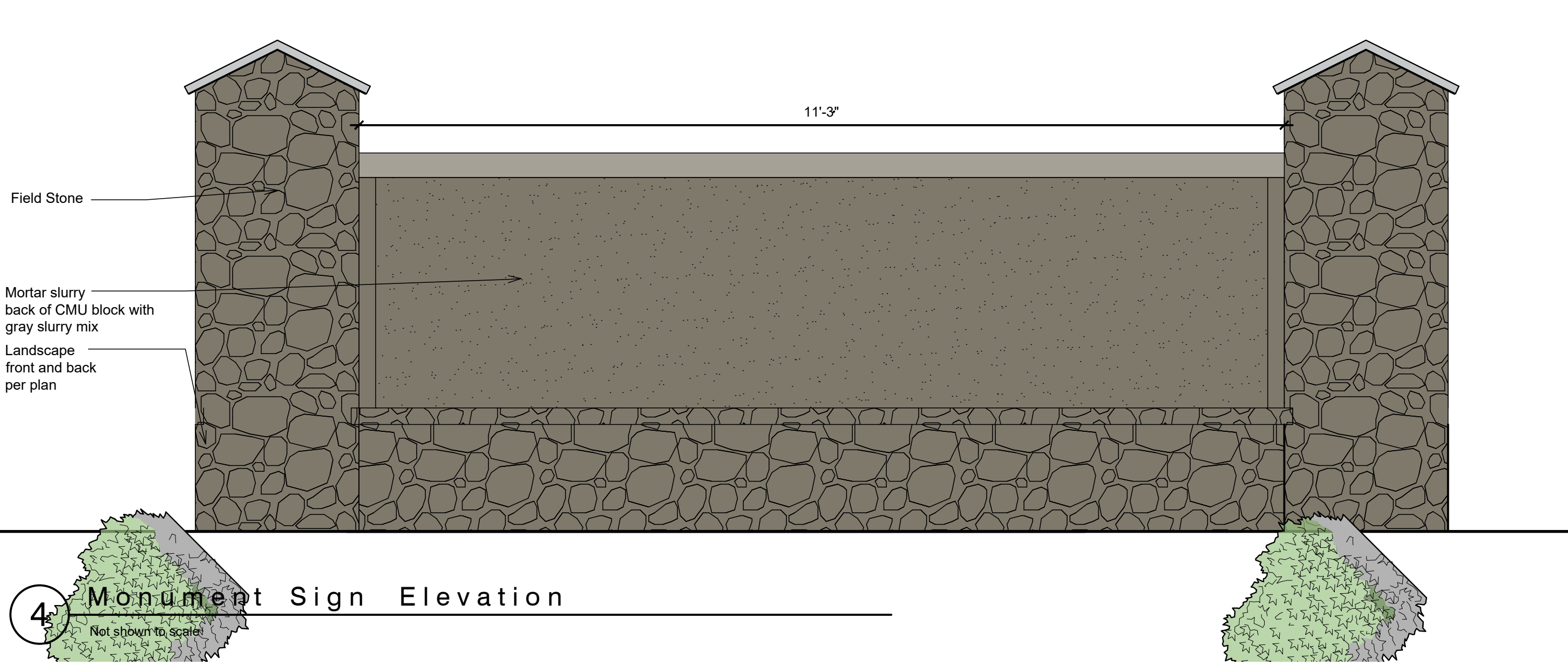
2 Enlarged Sign Plan
1"=5' 0"



1 Monument Sign Plan
1"=40' 0"



3 Monument Sign Elevation
Not shown to scale



4 Monument Sign Elevation
Not shown to scale



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities

Date: August 1, 2023

Re: Consider Bids received for the Punkin Water Booster Station Project

Staff requests consideration of bids received for the Punkin Water Booster Station Project. Only one bid was received on Tuesday, July 25th and the bid tabulation is attached. Cleveland Construction submitted the lowest and best bid in the amount of \$845,389.00. This estimate is approximately 13% over the engineers estimate and exceeds the amount budgeted for the project. In order to award a project when a single bid is received and the cost exceeds the estimate this much, the Board must make a finding that doing so is in the best interest of the public, other prospective bidders had reasonable opportunity to respond and that the price is appropriate. Staff does believe making an award at this time is in the best interest for a number of reasons including the critical state of infrastructure within the existing Punkin Water System and the need to establish a reliable source of water for users of the Punkin system as quickly as possible, the volatile nature of bid and difficulty in estimating following COVID, and the risk of a subsequent bid being higher. The project cost has been discussed with representatives of the Punkin Water system and they have made similar findings and concur with the recommendation to award the bid to Cleveland Construction.

As a reminder, the Punkin Water Connection Project is comprised of several smaller projects including this booster station project. All costs associated with this project will be reimbursed by Punkin Water and will not be the responsibility of current users of the Oxford Water System.

Staff recommends award to Cleveland Construction in the amount of \$845,389.00 for the Punkin Water Booster Station Project upon finding that awarding to a single bidder at a cost exceeding the estimate is in the best interest of the public as noted above.



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities

Date: August 1, 2023

Re: Consider Bids received for the Punkin Water System Water Extension Project

Staff requests consideration of bids received for the Punkin Water System Water Distribution Extension project. Two (2) bids were received on Tuesday, July 25th and the bid tabulation is attached. Eubank Construction Co. submitted the lowest and best bid in the amount of \$924,124.10. This estimate is approximately 15% over the engineers estimate but less than the budgeted amount for the project. A finding from the Board that the award of this project is in the best interest of the public is requested for this project as well. Staff does believe making an award at this time is in the best interest for a number of reasons including the critical state of infrastructure within the existing Punkin Water System and the need to establish a reliable source of water for users of the Punkin system as quickly as possible, the volatile nature of bid and difficulty in estimating following COVID. This project will provide the necessary connection to the City of Oxford water system and will allow the City to provide water to some portions of Punkin prior to the completion of the entire project. The project cost has been discussed with representatives of the Punkin Water system and they have made similar findings and concur with the recommendation to award the bid to Cleveland Construction.

As a reminder, the Punkin Water Connection Project is comprised of several smaller projects including this water distribution line extension. All costs associated with this project will be reimbursed by Punkin Water and will not be the responsibility of current users of the Oxford Water System.

Staff recommends award to Eubank Construction Co in the amount of \$924,124.10 for the Punkin Water System Water Distribution project upon finding that awarding at a cost exceeding the estimate is in the best interest of the public as noted above.



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities

Date: August 1, 2023

Re: Change Order Number 4–Brittany Woods Water Improvement Project

Staff requests consideration of Change Order number 4 for the Brittany Woods Water Improvement Project to decrease the contract price by \$33,351. This change order is to adjust quantities following changes to the construction plans, which were made possible following the approval to extend the water main on the new connector road. The changes had an overall net decrease in project costs.

Staff recommends approval of Change Order number 4 with Eubanks Construction for a contract price decrease in the amount of \$33,351.80 for work associated with changes made to the construction plans related to the extension of a new water line on the new connector road.

CITY OF OXFORD
WATER DISTRIBUTION IMPROVEMENTS
BRITTANY WOODS SUBDIVISION
CHANGE ORDER NO. 4 - **PLAN SHEET CHANGE DETAIL**
JULY 12, 2023

ITEMS FROM HWY 334 TO CANON ROAD

ITEMS ON SHEET 3

Item No.	Item	Quantity	Unit	Unit Price	Addition Amount	Deletion Amount
2	16" Ductile Iron Pipe, CL. 350	40.0	L.F.	\$129.07	0.00	5,162.80
30	Ductile Iron Fittings	96.0	Lbs.	10.00	960.00	0.00
32	16" Set Screw Retainer Gland	4.0	Each	350.00	1,400.00	0.00
*	18" HDPE, DIPS, DR 11' Open-Cut (1 Site)	40.0	L.F.	170.00	\$6,800.00	\$0.00

ITEMS ON SHEET 6

11	16" Drive Bore, No Casing (1 Site)	50.0	L.F.	100.00	0.00	5,000.00
*	Concrete Drive Removal & Repair	59.0	S.Y.	185.00	10,915.00	0.00

ITEMS ON SHEET 7

*	Concrete Drive Removal & Repair	18.0	S.Y.	185.00	3,330.00	0.00
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ITEMS ON SHEET 8

2	16" Ductile Iron Pipe, CL. 350	50.0	L.F.	129.07	0.00	6,453.50
10	16" Road Bore, No Casing (1 Site)	60.0	L.F.	100.00	6,000.00	0.00
11	16" Drive Bore, No Casing (1 Site)	22.0	L.F.	100.00	0.00	2,200.00
14	16" x 16" Wet Tap Assembly	1.0	Each	34,000.00	0.00	34,000.00
23	16" Gate Valve & Box	1.0	Each	15,000.00	15,000.00	0.00
30	Ductile Iron Fittings	281.0	Lbs.	10.00	2,810.00	0.00
32	16" Set Screw Retainer Gland	3.0	Each	350.00	1,050.00	0.00
43	Solid Bermuda Sod	108.0	S.Y.	6.00	0.00	648.00
*	Connect to Existing 16" D.I.P. Main	1.0	Each	1,500.00	1,500.00	0.00
(14)	16"x16" SS Tapping Saddle (Material, Bond, Tax)	1.0	Each	9,894.06	9,894.06	0.00
(14)	16" MJ x FL Tapping Valve	1.0	Each	9,177.19	9,177.19	0.00

ITEMS ON SHEET 9

14	16" x 16" Wet Tap Assembly	1.0	Each	34,000.00	0.00	34,000.00
*	Connect to Existing 16" D.I.P. Main	1.0	Each	1,500.00	1,500.00	0.00
(14)	16"x16" SS Tapping Saddle (Material, Bond, Tax)	1.0	Each	9,894.06	9,894.06	0.00
(14)	16" MJ x FL Tapping Valve	1.0	Each	9,177.19	9,177.19	0.00

ITEMS ON SHEET 10

48	Cut, Cap, & Block Existing 4" Main	1.0	Each	700.00	0.00	700.00
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ITEMS ON SHEET 11

1	18" Ductile Iron Pipe, CL. 350	10.0	L.F.	200.00	2,000.00	0.00
4	8" Ductile Iron Pipe, CL. 350	2.0	L.F.	95.00	0.00	190.00
19	18" x 8" Hydrant Tee & 8" Gate Valve	1.0	Each	5,000.00	0.00	5,000.00
22	18" Gate Valve & Box	1.0	Each	21,900.00	0.00	21,900.00
30	Ductile Iron Fittings	600.0	Lbs.	10.00	6,000.00	0.00

ITEMS NOT SHEET SPECIFIC

41	Soil Testing	1.0	L.S.	10.00	0.00	4,500.00
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ITEMS INSIDE BRITTANY WOODS SUBDIVISION / CANNON ROAD

ITEMS ON SHEET 11

1	8" Ductile Iron Pipe, CL. 350	200.0	L.F.	68.00	0.00	13,600.00
2	6" Ductile Iron Pipe, CL. 350	30.0	L.F.	60.00	1,800.00	0.00
6	12" Steel Casing, Aerial Ditch Crossing (1 Site)	50.0	L.F.	250.00	0.00	12,500.00
11	6" x 6" Wet Tap Assembly	1.0	Each	4,000.00	4,000.00	0.00
21	Cut, Cap & Block Existing 6" Main	1.0	Each	900.00	900.00	0.00
22	Ductile Iron Fittings	33.0	Lbs.	10.00	330.00	0.00
24	6" Set Screw Retainer Gland	4.0	Each	70.00	280.00	0.00
26	Asphalt Pavement Removal & Repair	62.0	S.Y.	90.00	0.00	5,580.00

ITEMS ON SHEET 12

4	8" Ductile Iron Pipe, CL. 350	2.0	L.F.	95.00	0.00	190.00
6	3/4" Copper Service Line, Type "K"	105.0	L.F.	19.00	0.00	1,995.00
12	3/4" Service Bore, No Casing (1 Site)	34.0	L.F.	65.00	0.00	2,210.00
20	16" x 8" Hydrant Tee & Valve	1.0	Each	5,000.00	0.00	5,000.00
23	16" Gate Valve & Box	1.0	Each	15,000.00	15,000.00	0.00
24	Reconnect Existing 3/4" Service	1.0	Each	400.00	0.00	400.00
25	3/4" Corporation Stop	1.0	Each	265.00	0.00	265.00
26	3/4" Curb Valve	1.0	Each	280.00	0.00	280.00

ITEMS ON SHEET 12 (continued)

Item No.	Item	Quantity	Unit	Unit Price	Addition Amount	Deletion Amount
27	3/4" Service Pressure Reducer	1.0	Each	290.00	0.00	290.00
30	Ductile Iron Fittings	36.0	Lbs.	10.00	0.00	360.00
*	1" Copper Service Line, Type "K"	105.0	L.F.	34.00	3,570.00	0.00
*	1" Service Bore, No Casing (1 Site)	34.0	L.F.	90.00	3,060.00	0.00
*	Reconnect Existing 1" Service	1.0	Each	550.00	550.00	0.00
*	1" Corporation Stop	1.0	Each	300.00	300.00	0.00
*	1" Curb Valve	1.0	Each	400.00	400.00	0.00
*	1" Service Pressure Reducer	1.0	Each	515.00	515.00	0.00
ITEMS ON SHEET 15A						
1	8" Ductile Iron Pipe, CL. 350	40.0	L.F.	\$68.00	0.00	2,720.00
2	6" Ductile Iron Pipe, CL. 350	6.0	L.F.	\$60.00	360.00	0.00
11	6" X 6" Wet Tap Assembly	1.0	Each	4,000.00	4,000.00	0.00
12	8" Gate Valve & Box	1.0	Each	2,200.00	2,200.00	0.00
21	Cut, Cap & Block Existing 6" Main	1.0	Each	900.00	900.00	0.00
22	Ductile Iron Fittings	94.0	Lbs.	10.00	940.00	0.00
23	8" Set Screw Retainer Gland	4.0	Each	100.00	400.00	0.00
24	6" Set Screw Retainer Gland	4.0	Each	70.00	280.00	0.00
*	8" Road Bore, No Casing(1 Site)	36.0	L.F.	\$150.00	0.00	5,400.00
Addition / Deletion Totals					\$137,192.50	(170,544.30)

Summary

1.	Additions	\$137,192.50
2.	Deletions	(\$170,544.30)
NET DELETIONS CHANGE ORDER NO. 4		(\$33,351.80)

* Indicates Item added to the original contract



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities

Date: August 1, 2023

Re: Change Order Number 5–Brittany Woods Water Improvement Project

Staff requests consideration of Change Order number 5 for the Brittany Woods Water Improvement Project to increase the contract price by \$5,840.32. This change order is to adjust the unit price for both 18” and 8” ductile iron pipe per contract specifications for each item. At the time the project plans were prepared, the price and availability for ductile iron were unpredictable and varied by day. In order to ensure a competitive bid without an extremely inflated cost for ductile iron pipe, a cost adjustment factor for ductile iron pipe was included in the contract documents. This allowed bidders to bid without the need to overestimate the costs for these materials. There are funds available for this change order.

Staff recommends approval of Change Order number 5 with Eubanks Construction for a contract price increase in the amount of \$5,840.32 for cost adjustments for ductile iron steel.

CITY OF OXFORD
WATER DISTRIBUTION IMPROVEMENTS
BRITTANY WOODS SUBDIVISION
OXFORD, MISSISSIPPI
CHANGE ORDER NO. 5

1. CALCULATION OF 18" DUCTILE IRON PIPE MATERIAL AND INSTALLED PRICE COST ADJUSTMENT

At the time sealed proposals/bids were received on July 13, 2022, the index price for iron and steel scrap was \$475.00 per ton. A material unit price of \$88.93 per linear foot was stipulated on the Bid Form to provide 18" ductile iron water main pipe. At the date of this change order, being the time of production and delivery, the iron and steel scrap index has increased to \$535.00 per ton. Eighteen-inch ductile iron pipe weighs 69.8 pounds per linear foot. Calculate the resulting increase in material unit price of the 18-inch ductile iron pipe (based on raw materials):

- a. Original Cost of Raw Materials: \$475.00 per ton
- b. Calculate Index Factor: \$535 per ton - \$475 per ton = \$60 per ton increase = \$0.03 per pound increase
- c. Calculate per linear foot material cost increase: 69.8 pounds/LF x \$0.03/LF increase = \$2.09/LF increase
- d. Calculate **New Material Unit Price**: \$88.93/LF + \$2.09/LF = **\$91.02/LF**

The new material unit price will be used to adjust the bid unit price (installed price) for the ductile iron pipe. The original installed unit bid price for 18" ductile iron pipe was \$200.00/LF. The Mississippi contractor's tax rate is 3.5% through the Mississippi Material Purchase Certificate (MPC). The contractor's bond rate is 1% as stipulated on the Bid Form. Calculate the new installed price of the 18" ductile iron pipe:

- e. Original Installed Unit Bid Price: \$200.00/LF
- f. Material Cost Increase: \$2.09/LF
- g. Calculate MS Contractor's Tax increase at 3.5%: $0.035 \times \$2.09/LF = \$0.07/LF$
- h. Calculate Bond Cost (1%) increase: $0.01 \times \$2.09/LF = \$0.02/LF$
- i. Calculate **New Installed Unit Price**:
 $\$200.00/LF + \$2.09/LF + \$0.07/LF + \$0.02/LF = \mathbf{\$202.18 /LF}$

2. CALCULATION OF CONTRACT AMOUNT ADJUSTMENT FOR 18" DUCTILE IRON PIPE

- a. Contract quantity of 18" ductile iron pipe: 14.0 L.F. through change order no. 4
- b. Unit price increase of 18" DIP: \$2.18 / LF
- c. **Contract Amount Increase** = 14.0 L.F. x \$2.18 = **\$30.52**

3. **CALCULATION OF 8" DUCTILE IRON PIPE MATERIAL AND INSTALLED PRICE COST ADJUSTMENT**

At the time sealed proposals/bids were received on July 13, 2022, the index price for iron and steel scrap was \$475.00 per ton. A material unit price of \$29.82 per linear foot was stipulated on the Bid Form. At the date of this change order, being the time of production and delivery, the iron and steel scrap index has increased to \$535.00 per ton. Eight-inch ductile iron pipe weighs 22.1 pounds per linear foot. Calculate the resulting increase in material unit price of the 8-inch ductile iron pipe (based on raw materials):

- j. Original Cost of Raw Materials: \$475.00 per ton
- k. Calculate Index Factor: \$535 per ton - \$475 per ton = \$60 per ton increase = \$0.03 per pound increase
- l. Calculate per linear foot material cost increase: 22.1 pounds/LF x \$0.03/LF increase = \$0.66/LF increase
- m. Calculate **New Material Unit Price**: \$29.82/LF + \$0.66/LF = **\$30.48/LF**

The new material unit price will be used to adjust the bid unit price (installed price) for the ductile iron pipe. The original installed unit bid price for 8" ductile iron pipe was \$68.00/LF in Items Inside Brittany Woods Subdivision. The Mississippi contractor's tax rate is 3.5% through the Mississippi Material Purchase Certificate (MPC). The contractor's bond rate is 1% as stipulated on the Bid Form. Calculate the new installed prices of the 8" ductile iron pipe:

- n. Original Installed Unit Bid Price on Items Inside Brittany Woods Subdivision: \$68.00/LF
- o. Material Cost Increase: \$0.66/LF
- p. Calculate MS Contractor's Tax increase at 3.5%: $0.035 \times \$0.66/\text{LF} = \$0.02/\text{LF}$
- q. Calculate Bond Cost (1%) increase: $0.01 \times \$0.66/\text{LF} = \$0.01/\text{LF}$
- r. Calculate **New Installed Unit Price**:
In Items Inside Brittany Woods Subdivision: $\$68.00/\text{LF} + \$0.66/\text{LF} + \$0.02/\text{LF} + \$0.01/\text{LF} = \mathbf{\$68.69 /LF}$

4. **CALCULATION OF CONTRACT AMOUNT ADJUSTMENT**

- d. Contract quantity of 8" ductile iron pipe in Items Inside Brittany Woods Subdivision through change order no. 4: 8,420.0 L.F.
- e. Unit price increase of 8" DIP: \$0.69 / LF
- f. **Contract Amount Increase** = 8,420 L.F. x \$0.69 = **\$5,809.80**



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities Department

Date: August 1, 2023

Re: Modify Application for State Fiscal Recovery funds available for the Anderson Road-Goose Creek Force Main Project

Staff requests permission to submit documents to modify the MCWI Application or Sub-Award agreement for the following project:

Anderson Road -Goose Creek Surge Vessel (MCWI #10)

The City successfully received an award of funds for this project through the Mississippi Municipality & County Water Infrastructure Grant Program (MCWI). The City successfully received approval of all grants applied through this program for but those funds exceed the required matching ARPA funds available to the City. Therefore, the City must withdraw the application or modify the budget amounts reflected in the Sub-Award agreements on multiple projects to reflect the funds available. Staff also applied for several projects that were completed within the acceptable timeframe but have subsequently been considered “closed” by the City’s auditors. The receipt of reimbursement funds for those “closed” projects would require changes to the City’s audit and records and was not advised. Staff has consulted with grant Agency representatives and received approval for reallocations of funds through the withdrawal of some projects and increasing the funding amount to others as noted on the Request form for each project.

Staff requests permission to submit a Request to Modify MCWI Application or Sub-Award Agreement for the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) with permission granted to the Mayor to sign all necessary paperwork for the Anderson Road -Goose Creek Surge Vessel (MCWI #10) project.

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official¹:

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes No

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes No

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water

Stormwater

Wastewater

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

¹ For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes No

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Contract:

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start:

Closeout/Final Documentation:

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes No

If yes, MCWI grant funds can only be decreased.

If applicable, provide the amount for the decreased MCWI grant funds: _____

If applicable, provide the amount of the revised Local Fiscal Recovery Funds (LFRF) to be used as matching funds: _____

If applicable, provide the amount of the revised Transferred LFRF (LFRF funds transferred to Subrecipient from a county or municipality): _____

If applicable, provide the amount of the revised Other Funds: _____

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes No

If yes, provide a copy of the plans and specifications for the proposed project.

If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL: _____

TITLE: _____

DATE: _____

****This request should be submitted through the MCWI Documents Portal****



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities Department

Date: August 1, 2023

Re: Modify Application for State Fiscal Recovery funds available for the mTrade Test Wells

Staff requests permission to submit documents to modify the MCWI Application or Sub-Award agreement for the following project:

mTrade Test wells (MCWI #84)

The City successfully received an award of funds for this project through the Mississippi Municipality & County Water Infrastructure Grant Program (MCWI). The City successfully received approval of all grants applied through this program for but those funds exceed the required matching ARPA funds available to the City. Therefore, the City must withdraw the application or modify the budget amounts reflected in the Sub-Award agreements on multiple projects to reflect the funds available. Staff also applied for several projects that were completed within the acceptable timeframe but have subsequently been considered “closed” by the City’s auditors. The receipt of reimbursement funds for those “closed” projects would require changes to the City’s audit and records and was not advised. Staff has consulted with grant Agency representatives and received approval for reallocations of funds through the withdrawal of some projects and increasing the funding amount to others as noted on the Request form for each project.

Staff requests permission to submit a Request to Modify MCWI Application or Sub-Award Agreement for the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) with permission granted to the Mayor to sign all necessary paperwork for the mTrade Test wells (MCWI #84) project.

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official¹:

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes No

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes No

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water

Stormwater

Wastewater

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

¹ For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes No

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Contract:

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start:

Closeout/Final Documentation:

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes No

If yes, MCWI grant funds can only be decreased.

If applicable, provide the amount for the decreased MCWI grant funds: _____

If applicable, provide the amount of the revised Local Fiscal Recovery Funds (LFRF) to be used as matching funds: _____

If applicable, provide the amount of the revised Transferred LFRF (LFRF funds transferred to Subrecipient from a county or municipality): _____

If applicable, provide the amount of the revised Other Funds: _____

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes No

If yes, provide a copy of the plans and specifications for the proposed project.

If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL: _____

TITLE: _____

DATE: _____

****This request should be submitted through the MCWI Documents Portal****



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities Department

Date: August 1, 2023

Re: Modify Application for State Fiscal Recovery funds available for the Highway 7 Utility Relocation Project

Staff requests permission to submit documents to modify the MCWI Application or Sub-Award agreement for the following project:

Highway 7 Utility Relocation (MCWI #107)

The City successfully received an award of funds for this project through the Mississippi Municipality & County Water Infrastructure Grant Program (MCWI). The City successfully received approval of all grants applied through this program for but those funds exceed the required matching ARPA funds available to the City. Therefore, the City must withdraw the application or modify the budget amounts reflected in the Sub-Award agreements on multiple projects to reflect the funds available. Staff also applied for several projects that were completed within the acceptable timeframe but have subsequently been considered “closed” by the City’s auditors. The receipt of reimbursement funds for those “closed” projects would require changes to the City’s audit and records and was not advised. Staff has consulted with grant Agency representatives and received approval for reallocations of funds through the withdrawal of some projects and increasing the funding amount to others as noted on the Request form for each project.

Staff requests permission to submit a Request to Modify MCWI Application or Sub-Award Agreement for the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) with permission granted to the Mayor to sign all necessary paperwork for the Highway 7 Utility Relocation (MCWI #107) project.

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official¹:

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes No

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes No

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water

Stormwater

Wastewater

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

¹ For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes No

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Contract:

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start:

Closeout/Final Documentation:

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes No

If yes, MCWI grant funds can only be decreased.

If applicable, provide the amount for the decreased MCWI grant funds: _____

If applicable, provide the amount of the revised Local Fiscal Recovery Funds (LFRF) to be used as matching funds: _____

If applicable, provide the amount of the revised Transferred LFRF (LFRF funds transferred to Subrecipient from a county or municipality): _____

If applicable, provide the amount of the revised Other Funds: _____

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes No

If yes, provide a copy of the plans and specifications for the proposed project.

If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL: _____

TITLE: _____

DATE: _____

****This request should be submitted through the MCWI Documents Portal****



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities Department

Date: August 1, 2023

Re: Modify Application for State Fiscal Recovery funds available for the Highway 314 Sewer Line Project

Staff requests permission to submit documents to modify the MCWI Application or Sub-Award agreement for the following project:

Highway 314 Sewer (MCWI #135)

The City successfully received an award of funds for this project through the Mississippi Municipality & County Water Infrastructure Grant Program (MCWI). The City successfully received approval of all grants applied through this program for but those funds exceed the required matching ARPA funds available to the City. Therefore, the City must withdraw the application or modify the budget amounts reflected in the Sub-Award agreements on multiple projects to reflect the funds available. Staff also applied for several projects that were completed within the acceptable timeframe but have subsequently been considered “closed” by the City’s auditors. The receipt of reimbursement funds for those “closed” projects would require changes to the City’s audit and records and was not advised. Staff has consulted with grant Agency representatives and received approval for reallocations of funds through the withdrawal of some projects and increasing the funding amount to others as noted on the Request form for each project.

Staff requests permission to submit a Request to Modify MCWI Application or Sub-Award Agreement for the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) with permission granted to the Mayor to sign all necessary paperwork for the Highway 314 Sewer (MCWI #135) project.

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official¹:

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes No

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes No

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water

Stormwater

Wastewater

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

¹ For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes No

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Contract:

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start:

Closeout/Final Documentation:

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes No

If yes, MCWI grant funds can only be decreased.

If applicable, provide the amount for the decreased MCWI grant funds: _____

If applicable, provide the amount of the revised Local Fiscal Recovery Funds (LFRF) to be used as matching funds: _____

If applicable, provide the amount of the revised Transferred LFRF (LFRF funds transferred to Subrecipient from a county or municipality): _____

If applicable, provide the amount of the revised Other Funds: _____

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes No

If yes, provide a copy of the plans and specifications for the proposed project.

If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL: _____

TITLE: _____

DATE: _____

****This request should be submitted through the MCWI Documents Portal****



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC:

Date: August 1, 2023

Re: Modify Application for State Fiscal Recovery funds available for the Goose Creek Stormwater Infrastructure Project

Staff requests permission to submit documents to modify the MCWI Application or Sub-Award agreement for the following project:

Goose Creek Stormwater Infrastructure (MCWI #238)

The City successfully received an award of funds for this project through the Mississippi Municipality & County Water Infrastructure Grant Program (MCWI). The City successfully received approval of all grants applied through this program for but those funds exceed the required matching ARPA funds available to the City. Therefore, the City must withdraw the application or modify the budget amounts reflected in the Sub-Award agreements on multiple projects to reflect the funds available. Staff also applied for several projects that were completed within the acceptable timeframe but have subsequently been considered “closed” by the City’s auditors. The receipt of reimbursement funds for those “closed” projects would require changes to the City’s audit and records and was not advised. Staff has consulted with grant Agency representatives and received approval for reallocations of funds through the withdrawal of some projects and increasing the funding amount to others as noted on the Request form for each project.

Staff requests permission to submit a Request to Modify MCWI Application or Sub-Award Agreement for the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) with permission granted to the Mayor to sign all necessary paperwork for the Goose Creek Stormwater Infrastructure (MCWI #238) project.

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official¹:

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes No

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes No

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water

Stormwater

Wastewater

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

¹ For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes No

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Contract:

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start:

Closeout/Final Documentation:

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes No

If yes, MCWI grant funds can only be decreased.

If applicable, provide the amount for the decreased MCWI grant funds: _____

If applicable, provide the amount of the revised Local Fiscal Recovery Funds (LFRF) to be used as matching funds: _____

If applicable, provide the amount of the revised Transferred LFRF (LFRF funds transferred to Subrecipient from a county or municipality): _____

If applicable, provide the amount of the revised Other Funds: _____

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes No

If yes, provide a copy of the plans and specifications for the proposed project.

If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL: _____

TITLE: _____

DATE: _____

****This request should be submitted through the MCWI Documents Portal****



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities

Date: August 1, 2023

Re: Modify Application for State Fiscal Recovery funds available for the Wastewater Treatment Plant Flow Equalization Project

Staff requests permission to submit documents to modify the MCWI Application or Sub-Award agreement for the following project:

Wastewater Treatment Plant Flow Equalization (MCWI #377)

The City successfully received an award of funds for this project through the Mississippi Municipality & County Water Infrastructure Grant Program (MCWI). The City successfully received approval of all grants applied through this program for but those funds exceed the required matching ARPA funds available to the City. Therefore, the City must withdraw the application or modify the budget amounts reflected in the Sub-Award agreements on multiple projects to reflect the funds available. Staff also applied for several projects that were completed within the acceptable timeframe but have subsequently been considered “closed” by the City’s auditors. The receipt of reimbursement funds for those “closed” projects would require changes to the City’s audit and records and was not advised. Staff has consulted with grant Agency representatives and received approval for reallocations of funds through the withdrawal of some projects and increasing the funding amount to others as noted on the Request form for each project.

Staff requests permission to submit a Request to Modify MCWI Application or Sub-Award Agreement for the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) with permission granted to the Mayor to sign all necessary paperwork for the Wastewater Treatment Plant Flow Equalization (MCWI #377) project.

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official¹:

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes No

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes No

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water

Stormwater

Wastewater

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

¹ For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes No

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Contract:

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start:

Closeout/Final Documentation:

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes No

If yes, MCWI grant funds can only be decreased.

If applicable, provide the amount for the decreased MCWI grant funds: _____

If applicable, provide the amount of the revised Local Fiscal Recovery Funds (LFRF) to be used as matching funds: _____

If applicable, provide the amount of the revised Transferred LFRF (LFRF funds transferred to Subrecipient from a county or municipality): _____

If applicable, provide the amount of the revised Other Funds: _____

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes No

If yes, provide a copy of the plans and specifications for the proposed project.

If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL: _____

TITLE: _____

DATE: _____

****This request should be submitted through the MCWI Documents Portal****



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Rob Neely, P.E., Oxford Utilities

Date: August 1, 2023

Re: Modify Application for State Fiscal Recovery funds available for the mTrade Water Plant Project

Staff requests permission to submit documents to modify the MCWI Application or Sub-Award agreement for the following project:

mTrade Water Plant (MCWI #413)

The City successfully received an award of funds for this project through the Mississippi Municipality & County Water Infrastructure Grant Program (MCWI). The City successfully received approval of all grants applied through this program for but those funds exceed the required matching ARPA funds available to the City. Therefore, the City must withdraw the application or modify the budget amounts reflected in the Sub-Award agreements on multiple projects to reflect the funds available. Staff also applied for several projects that were completed within the acceptable timeframe but have subsequently been considered “closed” by the City’s auditors. The receipt of reimbursement funds for those “closed” projects would require changes to the City’s audit and records and was not advised. Staff has consulted with grant Agency representatives and received approval for reallocations of funds through the withdrawal of some projects and increasing the funding amount to others as noted on the Request form for each project.

Staff requests permission to submit a Request to Modify MCWI Application or Sub-Award Agreement for the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) with permission granted to the Mayor to sign all necessary paperwork for the mTrade Water Plant (MCWI #413) project.

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official¹:

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes No

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes No

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water

Stormwater

Wastewater

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

¹ For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes No

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Contract:

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start:

Closeout/Final Documentation:

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes No

If yes, MCWI grant funds can only be decreased.

If applicable, provide the amount for the decreased MCWI grant funds: _____

If applicable, provide the amount of the revised Local Fiscal Recovery Funds (LFRF) to be used as matching funds: _____

If applicable, provide the amount of the revised Transferred LFRF (LFRF funds transferred to Subrecipient from a county or municipality): _____

If applicable, provide the amount of the revised Other Funds: _____

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes No

If yes, provide a copy of the plans and specifications for the proposed project.

If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL: _____

TITLE: _____

DATE: _____

****This request should be submitted through the MCWI Documents Portal****

2023 - 2024 AD VALOREM TAX REQUEST WORKSHEET

BASE CALCULATION: *Note: The district is allowed to choose any of the three previously completed fiscal years in determining the base. A fiscal year is defined as beginning October 1 and ending September 30, per Section 37-57-107, Mississippi Code Annotated (1972).*

	Ad Valorem Taxes Collected: October 1, 2022, through <u>June 30</u> , 2023.	\$ 30,629,262.13
	Anticipated Ad valorem taxes to be Collected: <u>July 1</u> , 2023 through September 30, 2023.	\$ 1,694,935.06
	Homestead Reimbursement (2022-2023)	\$ 299,325.00
ADD	Ad Valorem Tax Reduction Funds (2022-2023)	\$
ADD	Ad Valorem Tax Escrow (2021-2022)	\$
ADD	Ad Valorem Tax Shortfall Notes (2022-2023)	\$
LESS	Ad Valorem Tax Escrow (2022-2023)	\$
TOTAL BASE		\$ 32,623,522.19
PLUS	<u>1.25</u> % increase	\$ 164,285.00
PLUS	New Programs [<i>Amount allowed under 37-57-104. This is the amount of the increase in local contribution over the prior year that shall be requested outside of the 4-7% limitation.</i>]	\$ 649,090.89
PLUS	Estimated Ad Valorem Tax on New Property	\$
TOTAL AD VALOREM TAX NEEDS		\$ 33,436,898.08
LESS	Ad Valorem Tax Escrow (2022-2023)	\$
NET AD VALOREM TAX REQUEST FOR OPERATIONS (§37-57-104 thru 107)		\$ 33,436,898.08

AD VALOREM TAX REQUESTED FOR DEBT SERVICE (<i>List & cite code authority</i>)		
	General Obligation Bonds Series 2013 (Refunding). 31-27-1	\$ 690,021.88
	General Obligation Bonds Series 2011/2017 refi. 31-27-1	2,218,150.00
	General Obligation Bonds Series 2018. 37-59-101	2,675,850.00
	Three Mill / 10-20 Year Notes 2011 37-59-107	\$ 236,122.10
	Three Mill / 10-20 Year Notes 2013 37-59-107	333,000.00
	Three Mill / 10-20 Year Notes 2022 37-59-107	261,181.52
	Shortfall	\$
	Voc. Tech.	\$
OTHER AD VALOREM TAX REQUESTS (<i>List and cite code authority</i>)		
		\$
		\$

NOTE: Proper communication between you and your levying authority is essential. Communicate to your levying authority that your district is requesting this amount in total and the total should be allocated as noted above. There should be no doubt that Homestead Reimbursement is to be considered by the levying authority in its calculation of the levies and not a concern of the school district at this point.

OXFORD SCHOOL DISTRICT
SDA Legal Current Combined Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
 Amended Date Approved: _____

	Governmental Fund Types					Proprietary Fund Types		Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service	
Revenues								
Local Sources	35,749,902.27	552,852.94	0.00	6,415,595.50	0.00	0.00	0.00	42,718,350.71
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	27,454,349.09	2,181,297.43	0.00	0.00	0.00	0.00	0.00	29,635,646.52
Federal Sources	167,900.00	7,009,406.74	0.00	0.00	0.00	0.00	0.00	7,177,306.74
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	63,372,151.36	9,743,557.11	0.00	6,415,595.50	0.00	0.00	0.00	79,531,303.97
Expenditures								
Instruction	32,092,322.82	6,880,100.02	0.00	0.00	0.00	0.00	0.00	38,972,422.84
Support Services	26,717,975.42	1,658,647.94	0.00	0.00	0.00	0.00	0.00	28,376,623.36
Noninstructional Services	18,047.37	2,766,410.85	0.00	0.00	0.00	0.00	0.00	2,784,458.22
Sixteenth Section	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	9,272,200.54	132,689.16	3,475,735.73	0.00	0.00	0.00	0.00	12,880,625.43
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Principal	3,431,707.09	0.00	0.00	4,630,000.00	0.00	0.00	0.00	8,061,707.09
Interest	254,825.84	0.00	0.00	1,923,039.98	0.00	0.00	0.00	2,177,865.82
Other	3,000.00	0.00	0.00	10,750.00	0.00	0.00	0.00	13,750.00
Total Expenditures	71,790,079.08	11,437,847.97	3,475,735.73	6,563,789.98	0.00	0.00	0.00	93,267,452.76
Excess(Deficiency) of Revenues Over Expenditures	(8,417,927.72)	(1,694,290.86)	(3,475,735.73)	(148,194.48)	0.00	0.00	0.00	(13,736,148.79)

OXFORD SCHOOL DISTRICT
SDA Legal Current Combined Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
 Amended Date Approved: _____

	Governmental Fund Types					Proprietary Fund Types		Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service	
Other Financing Sources (Uses)								
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	648,890.00	0.00	0.00	0.00	0.00	648,890.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	1,262,500.00	0.00	0.00	0.00	0.00	0.00	0.00	1,262,500.00
Indirect Costs	100,381.65	0.00	0.00	0.00	0.00	0.00	0.00	100,381.65
Other Transfers In	6,438,042.65	1,574,912.59	2,543,730.77	148,048.00	0.00	0.00	0.00	10,704,734.01
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	100,381.65	0.00	0.00	0.00	0.00	0.00	100,381.65
Other Transfers Out	10,388,289.01	316,445.00	0.00	0.00	0.00	0.00	0.00	10,704,734.01
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	200,000.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources (Uses)	(2,587,364.71)	1,158,085.94	3,192,620.77	(51,952.00)	0.00	0.00	0.00	1,711,390.00
Net Change in Fund Balances	(11,005,292.43)	(536,204.92)	(283,114.96)	(200,146.48)	0.00	0.00	0.00	(12,024,758.79)

OXFORD SCHOOL DISTRICT
SDA Legal Current Combined Budget Report
For the year ending June 30, 2024

Original Date Approved: 07/31/2023
 Amended Date Approved: _____

	Governmental Fund Types					Proprietary Fund Types		Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service	
Fund Balances / Retained Earnings								
July 1, 2023	38,254,054.17	1,223,565.74	416,173.43	6,654,097.94	0.00	0.00	0.00	46,547,891.28
Prior Period Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
July 1, 2023 as restated	38,254,054.17	1,223,565.74	416,173.43	6,654,097.94	0.00	0.00	0.00	46,547,891.28
Increase(Decrease) in Reserve for Inventory	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
June 30, 2024	27,248,761.74	687,360.82	133,058.47	6,453,951.46	0.00	0.00	0.00	34,523,132.49

The above Original Combined Budget Report has been approved by the school board as noted in our board minutes dated _____

Board President: _____ (signature) Date: _____
 Carter Myers (printed name)

Board Secretary: _____ (signature) Date: _____
 Dennis Tosh, III (printed name)



OXFORD

GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE; Seth Gaines

Date: August 1, 2023

Re: Consider proposal from McCarty Architects for the Oxford City Pool improvements.

Enclosed is a Standard Form of Agreement Between Owner and Architect (AIA B101) from McCarty Architects for the following scope of work: renovation of existing swimming pool, new splash pad, new bathrooms and concession building, improved parking and other general site improvements.

McCarty Architects is proposing a team of civil, electrical, structural engineers as well as a specialized aquatic designer to assist in the complete renovation of the swimming pool at its current location.

The schedule for the project is below:

Design completion May 2024
Construction commencement September 2024
Substantial completion April 2025

If approved, McCarty will begin work immediately on the schematic documents, and will present to the Board for approval before moving to the next step in the design phase.

Enclosure (1)

DRAFT AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «24th » day of «July » in the year «2023 »
(In words, indicate day, month and year.)

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

«City of Oxford»«»
«107 Courthouse Square
Oxford, MS 38655»
«Telephone Number: (662) 232-2340»
«»

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

«McCarty Architects Professional Association»«»
«533 West Main Street
Tupelo, MS 38804»
«Telephone Number: 662-844-4400»
«»

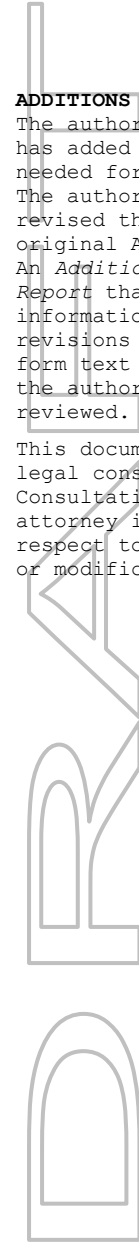
for the following Project:
(Name, location and detailed description)

«Oxford City Pool Improvements»
«Oxford, Mississippi»
« »

The Owner and Architect agree as follows.

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

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



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TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

« The program will be developed by the architect and pool consultant. »

§ 1.1.2 The Project's physical characteristics:

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

« The project is located at 220 Washington Ave. Oxford, MS and will consist of renovations to the existing city pool, new splash pad, new bathrooms and concession building, improved parking and other general site improvements. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« To be determined. »

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

.1 Design phase milestone dates, if any:

«Construction Documents complete May 2024 »

.2 Construction commencement date:

«September 2024 »

.3 Substantial Completion date or dates:

« April 2025 »

.4 Other milestone dates:

« »

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

« Competitive Bidding »

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

« None »

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

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

«Mayor Robyn Tannehill»
«107 Courthouse Square
Oxford, MS 38655»
«Telephone Number: (662) 232-2340»
«»
«»
«»

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

« »

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

.1 Geotechnical Engineer:

« Precision Engineering Corporation (PEC) »« »
«1776 N Lamar Blvd »
«Oxford, MS 38655 »
«Telephone: (662) 234-8539»

»« »
« »
« »
« »
« »

.2 Civil Engineer:

« NA »
»« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« »

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

«Kurt Shettles, AIA»
«533 West Main Street
Tupelo, MS 38804»
«Telephone Number: 662-844-4400»
«»

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineer:

« Precision Engineering Corporation (PEC) »« »
«1776 N Lamar Blvd »
«Oxford, MS 38655 »
«Telephone: (662) 234-8539»

.2 Structural Engineer:

« Structural Design Group»«»
«220 Great Circle Road, Suite 106»
« Nashville, TN 37228»
«Telephone Number: (615) 255-5537»

.3 Mechanical Engineer:

« Corbett Legge and Associates, PLLC »«»
«431 W Main, Suite 100»
«Tupelo, MS 38804»
«Telephone Number: (662) 844-7114»

.4 Electrical Engineer:

« Corbett Legge and Associates, PLLC »«»
«431 W Main, Suite 100»

«Tupelo, MS 38804»
«Telephone Number: (662) 844-7114»

§ 1.1.11.2 Consultants retained under Supplemental Services:

«Aquatic Pool Design and Consulting, 2725 Cullom Blvd., Hampton Cove, AL, 35763; Telephone Number: (256) 837-0260 »
«Total Estimating, 493 N Front Street, Suite 104, Memphis, TN 38105; Telephone Number: (901) 496-7062 »

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

« »

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « One Million Dollars » (\$ «1,000,000 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;

- 3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect as part of basic services
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided

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

§ 4.1.2 Description of Supplemental Services

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

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

«4.1.1.12 Detailed Cost Estimating - to be determined. Specific scope and cost will be negotiated at a later date.

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

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

« »

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

§ 4.2 Architect's Additional Services

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

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

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

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

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

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

- .1 «Two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «Monthly» («1 per month») visits to the site by the Architect during construction
- .3 «One» («1») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One» («1») inspections for any portion of the Work to determine final completion.

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

<< >>

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

<< >>

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

«

Fee calculated as a percentage of construction cost derived from the Bureau of Building, Grounds and Real Property Management basic fee formula of a fixed number (X) divided by the common logarithm of the actual construction cost (C), calculated in accordance with Section 11.6. The Bureau of Building, Grounds and Real Property Management building classification for the Project as defined by Owner shall be as represented by the letter value of the fee complexity. Where the fee complexity value includes a "+", the Project e

mbraces substantial renovation and/or repairs and the total fee shall be 115% of the basic fee.*

Bureau of Building, Grounds and Real Property Management Building Classification: **Type C+**
Type C Fee amount formula = C (42) / (Log C)

»

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

«Detailed Cost Estimating to be determined. Specific scope and cost will be negotiated at a later date..»

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

« Compensation for Additional Services shall be according to Exhibit A – McCarty Architects Hourly Rate and Expense Schedule. All services and expenses shall be agreed upon in writing with the Owner prior to performing such services. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «ten» percent («10»%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« »

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

Schematic Design Phase	« ten »	percent (« 10 »	%)
Design Development Phase	« twenty »	percent (« 20 »	%)
Construction Documents Phase	« forty »	percent (« 40 »	%)
Procurement Phase	« five »	percent (« 5 »	%)
Construction Phase	« twenty five »	percent (« 25 »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

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

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

« Per Exhibit A – McCarty Architects Hourly Rate and Expense Schedule 2023 »

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « zero » percent (« 0 » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « zero » (\$ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « zero » (\$ « 0 ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Forty-five » (« 45 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

« Per State of Mississippi Statute »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

« »

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

« Exhibit A – McCarty Architects Hourly Rate and Expense Schedule 2023 »

.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER (Signature)

«Mayor Robyn Tannehill, »«»

(Printed name and title)

ARCHITECT (Signature)

«Kurt Shettles, AIA, »«President & CEO/Architect»

(Printed name, title, and license number, if required)



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC:

Date: August 1, 2023

Re: Modify Application for State Fiscal Recovery funds available for the Goose Creek Stormwater Infrastructure Project

Staff requests permission to submit documents to modify the MCWI Application or Sub-Award agreement for the following project:

Goose Creek Stormwater Infrastructure (MCWI #238)

The City successfully received an award of funds for this project through the Mississippi Municipality & County Water Infrastructure Grant Program (MCWI). The City successfully received approval of all grants applied through this program for but those funds exceed the required matching ARPA funds available to the City. Therefore, the City must withdraw the application or modify the budget amounts reflected in the Sub-Award agreements on multiple projects to reflect the funds available. Staff also applied for several projects that were completed within the acceptable timeframe but have subsequently been considered “closed” by the City’s auditors. The receipt of reimbursement funds for those “closed” projects would require changes to the City’s audit and records and was not advised. Staff has consulted with grant Agency representatives and received approval for reallocations of funds through the withdrawal of some projects and increasing the funding amount to others as noted on the Request form for each project.

Staff requests permission to submit a Request to Modify MCWI Application or Sub-Award Agreement for the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) with permission granted to the Mayor to sign all necessary paperwork for the Goose Creek Stormwater Infrastructure (MCWI #238) project.

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official¹:

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes No

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes No

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water

Stormwater

Wastewater

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

¹ For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes No

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Contract:

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start:

Closeout/Final Documentation:

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes No

If yes, MCWI grant funds can only be decreased.

If applicable, provide the amount for the decreased MCWI grant funds: _____

If applicable, provide the amount of the revised Local Fiscal Recovery Funds (LFRF) to be used as matching funds: _____

If applicable, provide the amount of the revised Transferred LFRF (LFRF funds transferred to Subrecipient from a county or municipality): _____

If applicable, provide the amount of the revised Other Funds: _____

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes No

If yes, provide a copy of the plans and specifications for the proposed project.

If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL: _____

TITLE: _____

DATE: _____

****This request should be submitted through the MCWI Documents Portal****



**City of Oxford
Board of Aldermen
Special Meeting
August 9, 2023, 3:00 pm - 4:30 pm
City Hall Courtroom**

DOCUMENTS

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AGENDA

City of Oxford
Board of Aldermen
Special Meeting
Wednesday, August 9, 2023, 3:00 pm - 4:30 pm
City Hall Courtroom



Notice that certain aldermen or commissioners may 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 9, 2023 at 3:00pm**, for the transaction of important business. The meeting will be held in the 2nd floor 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 an executive session.
4. Discuss FY2023-2024 budget.
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 Ward I, Rick Addy, of the foregoing meeting on 8/8/2023 at 12:00 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 Ward II, Mark Huelse, of the foregoing meeting on 8/8/2023 at 12:00 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 Ward III, Brian Hyneman, of the foregoing meeting on 8/8/2023 at 12:00 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 Ward IV, Kesha Howell-Atkinson, of the foregoing meeting on 8/8/2023 at 12:00 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 Ward V, Preston Taylor, of the foregoing meeting on 8/8/2023 at 12:00 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 Ward VI, Jason Bailey, of the foregoing meeting on 8/8/2023 at 12:00 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 At-Large John Morgan of the foregoing meeting on 8/8/2023 at 12:00 a.m./p.m.

[Signature]

MINUTES

City of Oxford
Board of Aldermen
Special Meeting
Wednesday, August 9, 2023, 3:00 pm - 4:30 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 9, 2023 at 3:00pm**, for the transaction of important business. The meeting will be held in the 2nd floor 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 meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 8:30am on Tuesday, July 11, 2023, 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
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- Human Resources 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 an executive session.

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to consider an executive session for personnel issues. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Bailey to enter an executive session for personnel issues in all City departments. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

The City Clerk, Chief Operating Officer, and HR Director left the meeting.

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve a 4% cost of living (COLA) raise for the majority of full-time City employees, a list of other salary adjustments, and to maintain the current pay scale for the Oxford Police Department, effective October 1, 2023. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

The City Clerk, Chief Operating Officer, and HR Director returned to the meeting.
Alderman Howell-Atkinson left the meeting.

It was moved by Alderman Addy, seconded by Alderman Bailey to give Building & Grounds employee, Omari Frierson, a verbal warning regarding his violation of City Policy. Any further discipline may result in termination. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Alderman Howell-Atkinson returned to the meeting.

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.

4. Discuss FY2023-2024 budget.

The Board discussed the FY2023-2024 budget and agreed that the new positions presented, except for the Urban Forestry Tech and the Recreation Center Manager, should be added to the budget.

It was moved by Alderman Bailey, seconded by Alderman Addy to transfer an additional \$30,000.00 from the Baptist Proceeds Fund to cover the remaining unfunded capital requests (excluding the saddles for Mounted Patrol, the throwbot, and the additional Flock cameras) for

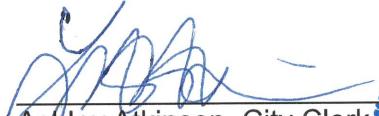
the Oxford Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Adjourn.

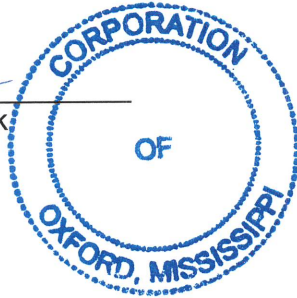
It was moved by Alderman Bailey, seconded by Alderman Addy to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.



Robyn Tannehill, Mayor



Ashley Atkinson, City Clerk





**City of Oxford
Board of Aldermen
Regular Meeting
August 15, 2023, 5:00 pm - 7:00 pm
City Hall Courtroom**

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MINUTES

City of Oxford
Board of Aldermen
Regular Meeting
Tuesday, August 15, 2023, 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 15, 2023 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-via Microsoft Teams

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
Sheridan Maiden-Deputy Police Chief
Braxton Tullos- Human Resources Director
Joey Gardner- Fire Chief
Shane Fortner-Emergency Management Director
Seth Gaines- Director of Oxford Park Commission
Mike Young- Asst. Director of Oxford Park Commission-absent
Marlee Carpenter- Stronger Together Director
Rob Neely- General Manager of Oxford Utilities
Lynwood Jones- Superintendent of City Shop-absent
Amberlyn Liles- Environmental Services Director
Greg Pinion- Buildings & Grounds Superintendent
Kara Giles- Executive Assistant to the Mayor
Hollis Green- Director of Development Services
John Crawley- Asst. City Engineer-absent
Brad Freeman- mTrade Park Director-absent
Clay Brownlee- mTrade Park Assistant Director-absent
Michael Temple- IT Department
Chris Simmons- IT Director
Mark Levy- General Government
Laurie Steele-HR Department-absent

2. Adopt the agenda for the meeting.

It was moved by Alderman Hyneman, seconded by Alderman Addy to adopt the agenda for the meeting with the deletion of item 22 ,the addition of items 6c(vii-ix), and changes to items 10 and 21. 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 1, 2023. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Taylor to approve, with the correction to the roll call, the minutes of the Regular Meeting on August 1, 2023. 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 Hyneman, seconded by Alderman Morgan to approve the accounts for all city departments, including a claims docket showing General Fund claims numbered 127220-127367 & ACHs 202-207, Water & Sewer claims numbered 38321-38350 & ACHs 143-144, Trust & Agency claims numbered 42884-42923 & ACHs 105-108, Metro Narcotics claims numbered 8215-8220 & ACHs 72-73, a Bond & Interest claim numbered 6526, an HB1353 claim numbered 7017, and OPC Activity Fund claims numbered 1660-1678, and totaling \$2,021,223.19. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

It was moved by Alderman Hyneman, seconded by Alderman Addy 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 accept a donation of lights from Leadership Lafayette for Faulkner Alley. (Greg Pinion)
- b. Grants:
 - i. Request permission to apply for the MS Department of Public Safety, Office of Homeland Security, FY 2023 Homeland Security Grant in the amount of \$425,000.00 with no required match. (Jeff McCutchen)
- c. Human Resources:
 - i. Request permission to hire Julia Allen as a Records Clerk in the Oxford Police Department, with an annual salary of \$35,735.82. (Braxton Tullos)
 - ii. Request permission to accept the resignation of Patrol Officer, Travis Webb, effective August 14, 2023. (Braxton Tullos)
 - iii. Request permission to hire Stacy Cofer, Brandon Jackson, and Jason Plunk as Part-Time Double Decker bus drivers, each with an hourly rate of \$30.00. (Braxton Tullos)
 - iv. Request permission to hire JT Gillard as a Seasonal Concession Stand Worker in the mTrade Park Department, with an hourly rate of \$9.25. (Braxton Tullos)
 - v. Request permission to hire Joshua Tinner, Gaibrieal Scruggs, Keegan Starks, and Caleb Beech as Part-time employees in the Environmental Services Department, each with an hourly rate of \$15.00. (Braxton Tullos)
 - vi. Request permission to hire Cynthia Lock as a Part-Time Facility Worker in the Oxford Conference Center Department, with an hourly rate of \$12.00. (Braxton Tullos)
 - vii. Request permission to hire Kaitlin Wilkinson as a Deputy City Clerk with an annual salary of \$44,200.00. (Braxton Tullos)
 - viii. Request permission to accept the retirement of Oxford Fire Department Battalion Chief Randy Bundren, effective August 15, 2023. (Braxton Tullos)
 - ix. Request permission to promote Oxford Fire Department Captain/EMT Adam Gafford to Battalion Chief/EMT, with a new annual salary of \$73,122.65. (Braxton Tullos)
 - x. Request permission to approve Hannah Ingram, Katelyn Foust, Mya Rayford, Ahmaya Howard, Kaylee Whitworth, Jessica Krukar, Hayley Foster, Mary Calderwood, Shelby Marsh, Sarah Ward, Sofia Wrobel, Carolyn Humphrey, Hunter Hudson, Ashley Bourdon, Linzi Burks, John Cordia, Sanai Rose, Mackenzie Butler, Maddy McGrath, Hamilton Childs, Mirela Ovreiu, and Daniel Olar as unpaid volunteers for the Oxford Animal Resource Center. (Kelli Briscoe)
- d. 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 donations for the benefit of the Oxford Animal Resource Center. (Kelli Briscoe)
 - iii. Request permission to accept a donation in the amount of \$50.00 from a group of visitors from Brandon, MS, for the benefit of the Historic Properties. (Angie Gragson)
- e. Travel Requests:
 - i. Request permission for an employee to attend the 2023 Municipal Court Clerk's Conference in Philadelphia, MS on September 20-22, 2023 at no cost to the City. (Nickie Denley)
 - ii. Request permission for an employee to attend the Deep South Turf Expo in Biloxi, MS on October 16-18, 2023 at an estimated cost of \$1,200.00. (Greg Pinion)
 - iii. Request permission for an employee to attend AMI Water Meter training in Huntsville, AL on August 22, 2023 at an estimated cost of \$46.00. (Rob Neely)
 - iv. Request permission for an employee to attend the MDEQ Wastewater training in Hattiesburg, MS on September 6-7-2023 at an estimated cost of \$695.00. (Rob Neely)
 - v. Request permission for an employee to attend Battalion Chief Bootcamp in Pensacola, FL on February 4-10, 2024 at an estimated cost of \$2,000.00. (Joey Gardner)
 - vi. Request permission for an employee to attend TOSS Firearm Instructor Shoulder Weapon training on October 17-19, 2023 in Hattiesburg, MS at an estimated cost of \$625.00. (Jeff McCutchen)
 - vii. Request permission for one employee to attend Reid Technique Interview and Interrogation training on August 28-31, 2023 in Collierville, TN at an estimated cost of \$630.00. (Jeff McCutchen)

viii. Request permission for an employee to attend ERASE training on November 13-15, 2023 in Oxford at no cost to the City. (Jeff McCutchen)

7. Request permission to adopt a Resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi directing the issuance of a two million three hundred thousand dollar General Obligation Note, Series 2023 of the City of Oxford, Mississippi for the purpose of raising money to pay the costs of repairing, improving, adorning and equipping municipal buildings and purchasing machinery and equipment which has an expected useful life in excess of ten years; awarding the sale of said note; prescribing the form and details of said note; providing certain covenants of said City in connection with said note and directing the preparation, execution and delivery thereof; ratifying the publication of a Notice of Note Sale in connection with said note and the distribution of materials related to the sale and issuance of said note; and for related purposes. (Sue Fairbank)

It was moved by Alderman Bailey, seconded by Alderman Huelse to adopt a Resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi directing the issuance of a two million three hundred thousand dollar General Obligation Note, Series 2023 of the City of Oxford, Mississippi for the purpose of raising money to pay the costs of repairing, improving, adorning and equipping municipal buildings and purchasing machinery and equipment which has an expected useful life in excess of ten years; awarding the sale of said note; prescribing the form and details of said note; providing certain covenants of said City in connection with said note and directing the preparation, execution and delivery thereof; ratifying the publication of a Notice of Note Sale in connection with said note and the distribution of materials related to the sale and issuance of said note; and for related purposes. All the aldermen present voting aye, with the exception of Alderman Morgan who abstained, Mayor Tannehill declared the motion carried.

8. Presentation of the Oxford Park Commission Quarterly Report. (Seth Gaines)

OPC Director, Seth Gaines, presented the most recent quarterly report. Alderman Bailey questioned him on the status of the pool. The pool has had green water for several days and has had to be closed. Seth said they were testing the water on a daily basis and would work to get the problem corrected.

9. Consider an appointment to the Planning Commission.

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to appoint Yolanda Logan to the Planning Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Consider an appointment to the Historic Preservation Commission.

It was moved by Alderman Hyneman, seconded by Alderman Bailey to appoint Rachel Malone West to the Historic Preservation Commission. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Consider a re-appointment to the Oxford Park Commission Board.

It was moved by Alderman Huelse, seconded by Alderman Bailey to re-appoint Jason Lowe to the Oxford Park Commission Board. All the alderman present voting aye, Mayor Tannehill declared the motion carried.

12. Request permission to approve Parade/Assembly Permits for Visit Oxford to host live music on the square. (Kinney Ferris/Jeff McCutchen)

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to approve Parade/Assembly permits for Visit Oxford to host live music on the square. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Discuss an amendment to the tuition reimbursement agreement for the Paramedic Certification Program at the Oxford Fire Department. (Joey Gardner)

After a brief discussion, it was moved by Alderman Bailey, seconded by Alderman Huelse to approve an amendment to the tuition reimbursement agreement for the Paramedic Certification Program at the Oxford Fire Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Request approval for a Final Plat (amended) for Case #2996, Capstone Development, LLC (Mac Monteith), for "The Lamar, Phase 4A, Lots 93-95 & 103", for property located at the west end of Cincinnatus Boulevard, being further identified as PPIN 5067. (Ben Requet)

It was moved by Alderman Addy, seconded by Alderman Bailey to approve a Final Plat (amended) for Case #2996, Capstone Development, LLC (Mac Monteith), for "The Lamar, Phase 4A, Lots 93-95 & 103, for property located at the west end of Cincinnatus Boulevard, being further identified as PPIN 5067. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to approve and authorize the Mayor to sign a Computer Software Support Agreement Addendum with Delta Computer Systems, Inc. for the continued maintenance of the tax collection software. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Bailey to approve and authorize the Mayor to sign a Computer Software Support Agreement Addendum with Delta Computer Systems, Inc. for the continued maintenance of the tax collection software. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Request permission to adopt the amended FY2024 budget for Oxford-University Transit, which includes the added expenses for the County Transit Program, as approved by MDOT. (Donna Zampella/Ashley Atkinson)

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to adopt the amended FY2024 budget for Oxford-University Transit, which includes the added expenses for the County Transit Program, as approved by MDOT. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Request permission to accept \$10,000.00 in Multi-Modal Grant Funds for the Oxford-University Transit Department. (Donna Zampella/Ashley Atkinson)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to accept \$10,000.00 in Multi-Modal Grant Funds for the Oxford-University Transit Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Discuss the installation of a crosswalk and pedestrian refuge at the intersection of South Lamar Boulevard and Buchanan Avenue. (Reanna Mayoral)

The Board discussed the proposed crosswalk and pedestrian refuge at the intersection of South Lamar Boulevard and Buchanan Avenue. City Engineer, Reanna Mayoral, began the discussion and detailed the plan for the intersection, including options for lighting and warning signs. Several emails were received in support of the plan and they are attached for the record.

The Mayor opened the discussion for public comment and three residents from the neighborhood spoke. Mike and Susan Reid, who live on the east side of Buchanan, had concerns about the overall safety of the intersection and were in favor of a crosswalk, but wanted to make sure it fit the street and didn't make the intersection less safe for drivers and pedestrians. Dr. Ernie Williams spoke as well, and questioned the actual need for the crosswalk. He wanted to know if there was evidence of pedestrian accidents in that area and if there isn't, then why are we even proposing this. Alderman Hyneman pointed out that we should be proactive, not reactive, to pedestrian accidents and that a crosswalk in this area gives people a designated place to cross without having people crossing all along South Lamar. Alderman Addy also pointed out concerns with the turning radius for large vehicles, such as trucks with trailers and emergency vehicles. After more discussion, it was decided that more traffic and pedestrian information is needed, so it was moved by Alderman Addy, seconded by Alderman Bailey to table this item until that information is received. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission to apply for grant funds through the US Department of Transportation for a Rural and Tribal Assistance Pilot Program Grant for a Traffic Signal Improvement Project. (Reanna Mayoral)

It was moved by Alderman Huelse, seconded by Alderman Addy to apply for grant funds through the US Department of Transportation for a Rural and Tribal Assistance Pilot Program Grant for a Traffic Signal Improvement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Discuss the installation of stop signs on Chickasaw Road at Cincinnatus Boulevard. (Reanna Mayoral)

The Board discussed putting a stop sign on Chickasaw Road at Cincinnatus Boulevard. According to the City Engineer, MUTCD does not recommend a sign there, and the Board questioned the overall need for a sign based on traffic in the area. After much discussion, it was moved by Alderman Addy, seconded by Alderman Huelse to install the sign. All the aldermen present voting aye, with the exception of Aldermen Hyneman, Howell-Atkinson, Taylor, Bailey, and Morgan, who voted no, Mayor Tannehill declared the motion failed.

21. Request permission for two employees to travel to Washington, DC on September 18-21, 2023 for congressional meetings, at an estimated cost of \$4,752.00. (Bart Robinson)

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to allow two employees to travel to Washington, DC on September 18-21, 2023 for congressional meetings, at an estimated cost of \$4,752.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Consider a request from Lafayette County concerning Martin Luther King Jr. Drive during construction on the Sheriff's Department/Lafayette County Detention Center. (Bart Robinson)

This item was removed from the agenda.

23. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to consider an executive session for personnel issues, matters related to potential litigation, a matter related to property ownership, and police security measures. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Bailey to enter into an executive session for personnel issues in all City departments, a matter of potential litigation regarding property on South Lamar, a matter of potential litigation regarding the demolition of a structure on Pea Ridge Road, a matter of potential litigation regarding a building lease, and an issue regarding

police security measures in the downtown area. 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.

24. Adjourn.

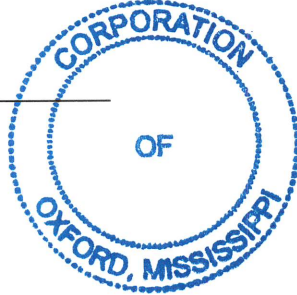
It was moved by Alderman Addy, seconded by Alderman Hyneman to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.



Robyn Tannehill, Mayor



Ashley Atkinson, City Clerk



**MOHS FY23 Homeland Security Grant Program
Grant Application**

I. Agency Applicant Information

Date

Name of Agency

Mailing Address

County of Agency

Agency Contact Name

Contact Phone Number

Contact Email Address

UEI Number

UEI Activation Date

Congressional District

Cost Category		Source of Funds	
Personnel Services-Salary		Federal	
Personnel Services-Fringe		State	\$0.00
Contractual Service		Local	\$0.00
Training/Travel		Other	\$0.00
Equipment	\$425,000	Total	
Commodities/Supplies			
Total of Grant			

The applicant agrees to operate the program outlined in this application with all provisions as included herein.

Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:

**MOHS FY23 Homeland Security Grant Program
Grant Application**

II. Problem Identification
This section must be completed.

City of Agency	Oxford, MS
County Name	Lafayette
Number of Square Miles	26.7
Number of Population	25,416 regular residents; 24,000 college students
Number of Staff working in Agency	107

III. Jurisdiction's Top Three Threats
FEMA describes "threat" as a natural, technological or human caused occurrence, individual, entity or action that has or indicated potential to harm life information, operations the environment and/or property.

Briefly describe the jurisdiction's first top threat:

Oxford has two school districts inside the city limits, Oxford School District and Lafayette County School District. Oxford School District has 4,323 students across 6 schools, is an "A" rated school district and participates in 6A interscholastic athletics. Lafayette County School District 2,888 students, is an "A" rated school district and participates in 5A interscholastic athletics. Both school districts represent a potential threat for harm to the children that attend these schools.

Briefly describe the jurisdiction's second top threat:

The Oxford square is the entertainment hub for the City of Oxford and Lafayette County and hosts 300,000 visitors each year for its tourism season. Tourism in Oxford is composed of various events ranging from SEC athletic events to the south's largest arts festival, The Double Decker Festival. Much of the diversity found in Oxford is the result of the University of Mississippi which touts over 23,000 students from 79 countries.

Briefly describe the jurisdiction's third top threat:

Northeast Mississippi Electric Power Association and Oxford Utilities are the local suppliers of electricity and clean water for the City of Oxford. Both of these entities are vital to the city and Lafayette County and are believed to be high threat areas. Either by means of man-made or natural disaster, any damage to this infrastructure would be devastating to the City of Oxford, Lafayette County and the University of Mississippi.

**MOHS FY23 Homeland Security Grant Program
Grant Application**

IV. Jurisdictions Top Three Hazards

FEMA Describes "Hazard" as something that is potential dangerous or harmful, often the root cause of an unwanted outcomes.

Briefly describe the jurisdiction's top hazard:

Violent extremism from either domestic or international terroristic acts. With the presence of individuals from at least 79 countries in the Oxford community there is the possibility for violent acts based on religious differences, political views and lifestyle choices. The presence of such a diverse community would, potentially, allow individuals to visit or live in the Oxford community without a tremendous amount of attention being drawn to them.

Briefly describe the jurisdiction's second hazard:

Man-made or natural disasters impacting the infrastructure. With the recent tornadoes in Mississippi we realize the importance of protecting our infrastructure before an event were to occur. In addition, we are reassessing our responses and training to better prepare for an event and to respond in a more efficient manner.

Briefly describe the jurisdiction's third hazard:

Better training for our school district will help us to better protect our children and the community. Continuing to offer high quality, real-world based and practical training through the ALERRT program and others will give us the ability to better train and prepare our educators and first responders to be prepared for an active attack event.

**MOHS FY23 Homeland Security Grant Program
Grant Application**

V. Capability Gaps

Provide a description of any capability gap(s) which inhibits the jurisdiction's ability to Prevent, Protect, Mitigate, Respond and/or Recovery. Explain how you determined the capability gaps (i.e. a response to a real life event, an exercise, training event or threat assessment). Please address how utilization of existing state-wide assets (task forces, force protection units, bomb teams, etc.) may/may not mitigate the threats and hazards that have been identified.

Violent extremism, drug trafficking and human trafficking are three areas that are major focuses for law enforcement nationwide and in Mississippi. The potential for violent extremism is an ever present threat for all citizens in our state. Drug trafficking continues to be an issue while human trafficking has gained attention over the past few years and has many agencies throughout the state have begun to use resources to combat this problem. Development of a Fusion Center for North Mississippi based in the Oxford area will allow us to use all available resources to collect and disseminate data then develop strategies to effectively fight these crimes.

VI. National Priority/Mission Area and Core Capabilities

Please mark which National Priority that the Agency will support with funding received.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Cybersecurity | <input checked="" type="checkbox"/> Soft Targets/Crowded Places |
| <input checked="" type="checkbox"/> Information and Intelligence Sharing | <input checked="" type="checkbox"/> Community Preparedness |
| <input checked="" type="checkbox"/> Violent Extremism | <input checked="" type="checkbox"/> Election Security |

Please describe how the funding will be used to support the National Priority.

Oxford is the county seat for Lafayette County. Oxford is also the cultural and entertainment center of Lafayette County and arguably attracts the largest number of visitors to the area each year. This is also the location of the largest concentration of law enforcement officers and agencies which provides us with a multi-faceted response to all threats but, conversely, also provides many targets for terroristic acts. The funds requested will be used to collect and analyze data related to our efforts to mitigate threats, enhance election security, strengthen community preparedness and hardening of soft targets. In addition, this will provide better dissemination of data to our partners in North Mississippi and across the state.

Please mark which Mission Area that the Agency will support with funding received.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Prevention | <input checked="" type="checkbox"/> Response |
| <input checked="" type="checkbox"/> Protection | <input checked="" type="checkbox"/> Recovery |
| <input checked="" type="checkbox"/> Mitigation | |

**MOHS FY23 Homeland Security Grant Program
Grant Application**

Please describe how the funding will be used to support the Mission Area.

Grant funding for this project will support our initiative to better prepare our local law enforcement agencies and our law enforcement partners in the state to mitigate threats. This funding will also provide us with a better ability to combat trafficking of drugs and humans to provide safer communities.

Please mark which Core Capability that the Agency will support with funding.

X	Community Resilience	X	Situational Assessment
X	Environmental Response/Health and Safety	X	Threats and Hazard Identification
X	Interdiction and Disruption	X	Cybersecurity
X	Operational Communications		Mass Care Services
X	Access Control and Identity Verification		Mass Search and Rescue Operations
	Fatality Management Services	X	On-Scene Security and Protection
X	Intelligence and Information Sharing	X	Operational Coordination
X	Long-term Vulnerability Reduction	X	Planning
	Physical Protective Measures		Critical Transportation
	Public Health and Medical Services		Forensics and Attribution
X	Rick and Disaster Resilience Assessment		Health and Social Services
	Housing		Public/Private Services and Resources
	Infrastructure Systems	X	Public Information and Warning
X	Risk Management-Protection Programs/Activities		Economic Recovery
X	Screening, Search, and Detection		Supply Chain Integrity and Security
	Natural and Cultural Resources		

Please describe how the funding will be used to support the Core Capabilities marked above.

Our request for funding will support our efforts in all the areas listed above. The funds allocated to this project will allow us to cross capabilities to provide more effective and efficient management of data and information, response, interdiction and disruption of criminal activities and help us to lessen long-term vulnerability through planning and situational assessments. The presence of an analyst from each of the local law enforcement agencies in Lafayette County will simplify and enhance communications and will speed public information and warning capabilities. A continued partnership with Oxford and Lafayette County EMA's will help us with planning responses and streamline operational coordination between all entities involved.

**MOHS FY23 Homeland Security Grant Program
Grant Application**

VII. Grant Budget

I. Personnel-Salary

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines. (Task Force, Operation Stonegarden, Training and Community Preparedness Grants Only)

Personnel Title:	Rate of Pay	# of Hours	Total
Total Salary			

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

II. Personnel-Fringe

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines. (Task Force, Operation Stonegarden, Training and Community Preparedness Grants Only)

Personnel Title:	Fringe Item:	%	Total
Total Fringe			

If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

III. Contractual Services

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines. (Task Force, Operation Stonegarden, Training and Community Preparedness Grants Only)

Type of Contractual	Amount of Service/Amount per	Quantity of Service	Total
Total Contractual			

If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

**MOHS FY23 Homeland Security Grant Program
Grant Application**

IV. Travel			
Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines. (Task Force, Operation Stonegarden, Training and Community Preparedness Grants Only)			
Type of Travel	Number of People	Cost	Total
Total Travel Expense			
If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.			

V. Equipment			
Please list the cost for each piece of equipment requested.			
All Equipment must be allowable, reasonable and must be essential to the project. All equipment must be on the FEMA Authorized Equipment List. Unallowable equipment: Guns, Ammunition, Body Cameras and Drones. (See Guidance for More Information)			
AEL Number:	04MD-03-DISP	Discipline	Intelligence and Information Sharing
Cost of Equipment	\$125,000	Quantity	
Total Equipment Cost	\$125,000		
Item Description	Audio/Visual equipment consisting of computers, monitors, interactive touch screen monitors and speakers.		
How will equipment be used to reduce Threats and Hazard?			
This equipment will be used in our proposed Fusion Center to allow for analysis of real-time crime data. Equipment will include multiple workstations, laptops, interactive touch-screen monitors and various other pieces of other hardware related to the operation of the Fusion Center			
AEL Number:	04AP-11-SAAS	Discipline	Intelligence and Information Sharing
Cost of Equipment	\$150,000	Quantity	
Total Equipment Cost			
Item Description	Open platform data analysis software		
How will equipment be used to reduce Threats and Hazard?			
AEL Number:	04AP-11-SAAS	Discipline	Intelligence and Information Sharing
Cost of Equipment	\$150,000	Quantity	
Total Equipment Cost			
Item Description	Open platform video management software		
How will equipment be used to reduce Threats and Hazard?			

**MOHS FY23 Homeland Security Grant Program
Grant Application**

AEL Number:		Discipline	
Cost of Equipment		Quantity	
Total Equipment Cost			
Item Description			

How will equipment be used to reduce Threats and Hazard?



AEL Number:		Discipline	
Cost of Equipment		Quantity	
Total Equipment Cost			
Item Description			

How will equipment be used to reduce Threats and Hazard?



AEL Number:		Discipline	
Cost of Equipment		Quantity	
Total Equipment Cost			
Item Description			

How will equipment be used to reduce Threats and Hazard?

Total Equipment:	
-------------------------	--

VI. Commodities/Supplies

Include a detailed assessment of other grant expenses within the program area in which you are applying.

Type of Commodity	Quantity	Cost Per Item	Total
Total Commodity Expense			

Total Grant Amount:	\$425,000
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**MOHS FY23 Homeland Security Grant Program
Grant Application**

VIII. Prior Experience

Please answer YES or NO to the Following Questions.	YES	NO
Has your agency received federal and/or state grants similar to the MOHS grant?	X	
Does your agency have at least three (3) years of receive federal grant funds?	X	
Has your agency received MOHS Grant funds within the past three (3) years?	X	
Does your agency use a property management system?	X	
Has your agency ever received any corrective actions from a Single Audit Report		X
Has the agency administration remained unchanged during the 2022 grant year?		X

IX. NIMS Compliance Form

The National Incident Management System (NIMS) guides all levels of government, nongovernmental organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. As recipients and subrecipients of federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives. The objectives can be found on the NIMS webpage at: <https://www.fema.gov/emergency-managers/nims/implementation-training>

Under Executive Order #932, Mississippi established NIMS as the standard for incident management within the State. The U.S. Department of Homeland Security/Federal Emergency Management Agency guidance provides that accepting grant funding is conditioned upon NIMS compliance. This jurisdiction attests that we continue to strive toward NIMS compliance, as provided under federal and State NIMS guidance. This jurisdiction understands receiving and/or using U.S. Department of Homeland Security grant funds remains conditional upon NIMS compliance. Non-compliance of NIMS can result in funds being withheld or reallocated from our jurisdiction because of ineffective NIMS support and participation.

X. Submission Compliance

I certify that I am an employee of the aforementioned agency and/or jurisdiction or have been hired by the agency/jurisdiction to apply on the behalf of this grant application.

Applicant Contact Information and Authorization

Applicant Name	Joe Bishop
Applicant Title	Lieutenant
Date	
Applicant Signature	



MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC:
Date: August 15, 2023
Re: Authorize the approval of volunteers

The Oxford Animal Resource Center requests approval from the Mayor and Board of Aldermen to accept the following unpaid volunteers:

- Hannah Ingram
- Katelyn Foust
- Mya Rayford
- Ahmaya Howard
- Kaylee Whitworth
- Jessica Krukar
- Hayley Foster
- Mary Calderwood
- Shelby Marsh
- Sarah Ward
- Sofia Wrobel
- Carolyn Humphrey
- Hunter Hudson
- Ashley Bourdon
- Linzi Burks
- John Cordia
- Sanai Rose
- Mackenzie Butler
- Maddy McGrath
- Hamilton Childs
- Mirela Ovreiu
- Daniel Olar

- Lilian Henry

I recommend approval

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

7/14/2023 - 8/8/2023

TO BE APPROVED: 8/15/2023

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
004558-042624	SELECT PROPERTIES	102 FARM VIEW DRIVE UNIT 204	-\$659.80	-\$819.86	INSIDE
005259-031973	BAILEE S GRAY	102 FARM VIEW DRIVE UNIT 703	-\$55.03	-\$73.16	INSIDE
003200-039429	JOSEPH KORDSMEIER	109 OXMOOR RIDGE	-\$90.58	-\$101.74	INSIDE
208511-032630	CHARLES CHUCK BEENE	22 PRIVATE ROAD 3151 APT. 6	-\$34.08	-\$45.31	INSIDE
208909-042658	REED LINDSAY	222 EAGLES NEST LANE	-\$66.03	-\$87.79	INSIDE
202958-042892	PAULETTE MACK	416 SADDLECREEK LOOP	-\$48.28	-\$64.19	INSIDE
202994-043942	HOWARD THWEATT	601 SADDLECREEK LOOP	-\$77.75	-\$103.37	INSIDE
000249-000967	CHICK-FIL-A	2307 JACKSON AVENUE W	-\$532.18	X	LANDSCAPE
203173-103148	LASHEA WALKER	126 YOCONA RIDGE ROAD	-\$53.08	-\$118.70	OUTSIDE
201396-040085	ANNA BROCK	1306 BEANLAND DRIVE	-\$62.48	-\$165.67	OUTSIDE
201713-026645	DR. BRENDA FOWLER	2408 S LAMAR BLVD STE. 3	-\$82.05	-\$203.90	OUTSIDE
202609-102611	DIANE LOWRY	3726 LYLES DRIVE	-\$416.06	-\$1,106.37	OUTSIDE
212354-005193	CLAIRE L RYCHLAK	504 COLLEGE HILL ROAD	-\$25.56	-\$67.97	OUTSIDE
202722-102151	LISA ROTOLO	1201 OLD LAKE COVE	X	-\$74.10	POOL
203327-013949	JENNIFER ROANE	228 FOREST GLEN DRIVE	X	-\$61.36	POOL
TOTAL:			-\$2,202.96	-\$3,093.49	



MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC:
Date: August 15, 2023
Re: Authorize the approval of donations

The Oxford Animal Resource Center requests approval from the Mayor and Board of Aldermen to accept the following donations.

- Hollywood Feed- \$59.37

I recommend approval

There came on for consideration the matter of issuing a general obligation note 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 DIRECTING THE ISSUANCE OF A TWO MILLION THREE HUNDRED THOUSAND DOLLAR (\$2,300,000) GENERAL OBLIGATION NOTE, SERIES 2023 OF THE CITY OF OXFORD, MISSISSIPPI FOR THE PURPOSE OF RAISING MONEY TO PAY THE COSTS OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS AND PURCHASING MACHINERY AND EQUIPMENT WHICH HAS AN EXPECTED USEFUL LIFE IN EXCESS OF TEN YEARS; AWARDING THE SALE OF SAID NOTE; PRESCRIBING THE FORM AND DETAILS OF SAID NOTE; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID NOTE AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; RATIFYING THE PUBLICATION OF A NOTICE OF NOTE SALE IN CONNECTION WITH SAID NOTE AND THE DISTRIBUTION OF MATERIALS RELATED TO THE SALE AND ISSUANCE OF SAID NOTE; 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") are authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "City Act"), and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (the "Note Act" and collectively with the City Act, the "Act"), to incur indebtedness of the City for the purpose of repairing, improving, adorning and equipping municipal buildings and purchasing machinery and equipment which has an expected useful life in excess of ten (10) years and weighing in excess of twelve thousand (12,000) pounds; and

WHEREAS, pursuant to the Note Act, the Governing Body, acting for and on behalf of the City, is authorized to issue negotiable notes of the City for any purpose for which the Governing Body is otherwise authorized to issue bonds, notes or certificates of indebtedness including those set forth in the City Act; and

WHEREAS, on July 18, 2023, the Governing Body adopted a resolution (the "Sale Resolution") declaring the necessity for the sale and issuance of a general obligation note of the City to raise money for the purpose of repairing, improving, adorning and equipping municipal buildings and purchasing machinery and equipment which has an expected useful life in excess of ten (10) years and weighing in excess of twelve thousand (12,000) pounds (the "Project") and authorizing the sale and issuance of such general obligation note, the publication of a Notice of Note Sale in connection with such note (the "Notice") and authorizing the distribution of a proposal for purchase (the "Proposal") and other materials and information convenient to the sale of such note; and

WHEREAS, the Project is in accordance with the provisions of the Act; and

WHEREAS, the Governing Body is authorized pursuant to the Act to provide financing for the Project through the issuance of a general obligation note of the City secured by a pledge of the full faith, credit and resources of the City; and

WHEREAS, the issuance of the Note under the Act for the purpose of financing the Project will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City including those set forth in Section 21-33-303 of the City Act; and

WHEREAS, the Governing Body has determined that it is necessary and advisable to issue a general obligation note of the City in the aggregate principal amount of Two Million Three Hundred Thousand Dollars (\$2,300,000) in order to finance the Project and to pay the costs of the sale and issuance of such note; and

WHEREAS, such general obligation note shall be designated as the \$2,300,000 City of Oxford, Mississippi General Obligation Note, Series 2023 (the "Note"); and

WHEREAS, pursuant to the direction of the Sale Resolution and as required by the Note Act, the Clerk of the City (the "Clerk") and Butler Snow LLP ("Special Counsel") prepared and published the Notice in *The Oxford Eagle*, Oxford, Mississippi, a newspaper published in and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented, on August 2, 2023, in the form attached hereto as Exhibit A; and

WHEREAS, pursuant to the Sale Resolution, the Mayor of the City (the "Mayor"), Special Counsel and Government Consultants, Inc. (the "Municipal Advisor") prepared and distributed the Notice and the Proposal to prospective purchasers of the Note in the forms attached hereto as Exhibit B; and

WHEREAS, at or prior to the hour of 3:30 p.m., Mississippi time, on this 15th day of August, 2023, there was filed with the Governing Body _____ (____) sealed proposals on the form of the Proposal which are attached hereto as Exhibit C and made a part hereof for the purchase of the Note pursuant to the terms and provisions of the Notice, as follows:

Name of Bidder

Interest Rate

WHEREAS, said Proposals have been read at length and have been considered by the Governing Body; and

WHEREAS, the Proposal of _____ (the "Purchaser") was determined to be the lowest and best bid for the Note; and

WHEREAS, it is the opinion of the Governing Body that the best interest of the City will be served by the acceptance of the aforesaid Proposal of the Purchaser; and

WHEREAS, the issuance of the Note for the purpose of providing funds to finance the Project will result in a substantial public benefit to the citizens of the City; and

WHEREAS, it has now become necessary that the Governing Body proceed to make provision for the preparation, execution, issuance and delivery of the Note.

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. This resolution is adopted pursuant to the Act and the Constitution and laws of the State and all recitations hereinabove made are found and adjudicated to be true and correct.

SECTION 2. The Proposal of the Purchaser is hereby declared to be the best Proposal and the one offering to purchase the Note at such rate of interest as will produce the lowest interest rate for the City.

SECTION 3. The Proposal of the Purchaser be, and the same is hereby, accepted, subject to the conditions of the Notice and this resolution, and in accordance with said Proposal.

SECTION 4. The Mayor be, and she is hereby, authorized and directed to accept the Proposal of the Purchaser and to endorse upon the Proposal of the Purchaser, for and on behalf of the City, a suitable notation as evidence of the acceptance of the Proposal of the Purchaser and to do all other acts and things required to evidence the City's acceptance thereof.

SECTION 5. Proceeding under the authority of the Act, there shall be and there is hereby authorized and directed to be issued a General Obligation Note, Series 2023 of the City in the aggregate principal amount of Two Million Three Hundred Thousand Dollars (\$2,300,000) for the purpose of providing financing for the Project and paying the costs of the sale and issuance of the Note. In consideration of the purchase and acceptance of the Note, this resolution shall constitute a contract between the City and the registered holder from time to time of the Note. Pursuant to the Act, the Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be and is hereby levied a direct, continuing special ad valorem tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce

sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund (as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 5, such failure shall not impair the right of the registered holder of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

SECTION 6. The Note will be dated and bear interest from the date of its delivery; will be delivered in the denomination of \$2,300,000; will be numbered R-1; will be issued in registered form; and will bear interest, payable on February 1 and August 1 of each year, commencing on February 1, 2024, at the rate of _____% per annum. Interest will be payable by check or draft of _____ (the "Paying and Transfer Agent") made payable to the registered holder of the Note as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) preceding such interest payment date and named in and mailed to the address appearing on the registration books of the City kept and maintained by the Paying and Transfer Agent (the "Registration Books"). Interest on the Note will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

Principal of the Note will be payable at the principal corporate trust office of the Paying and Transfer Agent on August 1 in the following years and amounts:

Year	Principal Amount
2024	\$460,000
2025	460,000
2026	460,000
2027	460,000
2028	460,000

SECTION 7. The Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part in inverse order of maturity, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than five (5) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the Registration Books.

If the Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal installments due thereunder. In case the Note is to be redeemed in part only, the Note

shall be redeemed in inverse order of maturity and the notice of redemption for the Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, the Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of the Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the Paying and Transfer Agent in trust for the holder of the Note or portions thereof to be redeemed, interest on the Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under this resolution, and the holder of the Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

SECTION 8. Pursuant to the authority granted by the Act and the Registered Bond Act, being Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Registered Bond Act"), the Note shall be executed by the manual signature of the Mayor and the official seal of the City shall be affixed or otherwise reproduced thereon, attested by the Clerk, and the Note shall be authenticated by the Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate the Note by executing the Certificate of Registration and Authentication thereon and the Note shall not be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered. The validation and registration certificate, for which provision is hereinafter made, to appear on the Note, shall be executed by the Clerk, and the said certificate may be executed by the manual or facsimile signature of the Clerk. The Note shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award and this resolution. Prior to or simultaneously with the delivery by the Paying and Transfer Agent of the Note, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, sale, issuance and validation of the Note; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor, to authenticate and deliver the Note to the Purchaser. At delivery, the Paying and Transfer Agent shall authenticate the Note and deliver it to the Purchaser upon payment of the purchase price of the Note to the City in accordance with this resolution. When the Note shall have been executed as herein provided, it shall be registered as an obligation of the City in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon the Note, over her signature and seal, her certificate in substantially the form set out in Section 9 hereof.

SECTION 9. The form of the Note and the certificates to appear on the Note shall be in substantially the following forms and the Mayor and the Clerk be, and are hereby, authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required:

[FORM OF NOTE]

**THE SALE, ASSIGNMENT, REPLACEMENT OR TRANSFER
OF THIS NOTE IS SUBJECT TO THE RESTRICTIONS IMPOSED
THEREON BY THE WITHIN MENTIONED RESOLUTION**

Registered

No. R-1

\$2,300,000

**UNITED STATES OF AMERICA
CITY OF OXFORD, MISSISSIPPI
GENERAL OBLIGATION NOTE,
SERIES 2023**

The City of Oxford, Mississippi (the "City") for value received, hereby promises to pay to _____, as registered holder hereof, or its legal representatives or registered assigns as hereinafter provided (the "Registered Holder") at the times and in the amount set forth below, the principal sum of

TWO MILLION THREE HUNDRED THOUSAND DOLLARS

in any coin or currency of the United States of America which, on the date of payment thereof is legal tender for the payment of public and private debts, and to pay in like coin or currency, interest thereon from and including the date hereof at the rate of _____% per annum payable on February 1 and August 1 of each year, commencing on February 1, 2024. Interest will be payable by check or draft of _____ (the "Paying and Transfer Agent") made payable to the Registered Holder of this Note as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) preceding such interest payment date and named in and mailed to the address appearing on the registration books of the City held and maintained by the Paying and Transfer Agent. Interest on this Note will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months. Principal of the Note will be payable at the principal corporate trust office of the Paying and Transfer Agent on August 1 in the following years and amounts:

Year	Principal Amount
2024	\$460,000
2025	460,000
2026	460,000
2027	460,000
2028	460,000

This Note is issued pursuant to the authority of and in full compliance with Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented, and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (collectively, the "Act"), and resolutions duly adopted by the Mayor and Board of Aldermen of the City on July 18, 2023 and August 15, 2023 (collectively, the "Resolution"). This Note is subject to all terms

and conditions of the Resolution. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Resolution.

This Note is issued to raise money for the purpose of paying the costs of repairing, improving, adorning and equipping municipal buildings and purchasing machinery and equipment which has an expected useful life in excess of ten (10) years and weighing in excess of twelve thousand (12,000) pounds, and paying certain costs incident to the sale and issuance of this Note.

This Note shall be a general obligation of the City and shall be secured by a pledge of the full faith, credit and resources of the City. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be levied a direct, continuing special ad valorem tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established pursuant to the Resolution, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with these requirements, such failure shall not impair the right of the Registered Holder of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

This Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part in inverse order of maturity, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than five (5) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

If this Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal installments due thereunder. In case this Note is to be redeemed in part only, this Note shall be redeemed in inverse order of maturity and the notice of redemption for this Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, this Note, or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of this Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the

Paying and Transfer Agent in trust for the Registered Holder of this Note or portions thereof to be redeemed, interest on this Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under the Resolution, and the Registered Holder of this Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

If the date for payment of the principal of or interest on this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

This Note may be transferred or exchanged by the Registered Holder hereof in person or by his attorney duly authorized in writing at the principal office of the Paying and Transfer Agent, but only in the manner, subject to the limitations in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new note of like amount, tenor and maturity will be issued.

The City and the Paying and Transfer Agent may deem and treat the Registered Holder hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying and Transfer Agent shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and the provisions of the Constitution of the State of Mississippi applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitation or provision.

This Note shall bind the City and its successors and assigns, and the benefits hereof shall inure to the Registered Holder hereof and its successors and assigns.

IN WITNESS WHEREOF, the City of Oxford, Mississippi has issued this Note and has caused the same to be executed by the Mayor of the City and attested by the City Clerk of the City and its seal to be impressed hereon, all as of the ____ day of August, 2023.

(SEAL)

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This is the Note described in the within mentioned Resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi.

_____, as Paying and
Transfer Agent

By _____
Authorized Signatory

Date of Registration and Authentication: _____

VALIDATION AND REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

I, Ashley Atkinson, the City Clerk of the City of Oxford, Mississippi, do hereby certify that the issuance of the within Note has been validated and confirmed by decree of the Chancery Court of Lafayette County, Mississippi, rendered on the ____ day of August, 2023, pursuant to the Act and that the within Note has been registered as an obligation of said City pursuant to law in a record kept in my office for that purpose.

(SEAL)

City Clerk of the City of Oxford,
Mississippi

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as registrar and transfer agent to transfer the within Note on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

NOTICE: The signature to this Assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Note in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

[END OF FORM OF NOTE]

SECTION 10. Subject to the restrictions contained herein, the registration of the Note may be transferred upon the Registration Books upon delivery to the Paying and Transfer Agent, accompanied by a written instrument or instruments of transfer in form and with guaranty of signatures satisfactory to the Paying and Transfer Agent, duly executed by the registered holder of the Note or by his attorney-in-fact or legal representative, containing written instructions as to the detail of transfer of the Note, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of the Note, the Paying and Transfer Agent shall at the earliest practical time according to the provisions of this resolution enter the transfer of ownership in the Registration Books and shall deliver in the name of the transferee a new fully registered note identical to the Note. The City may charge the registered holder of the Note for the registration of every such transfer of the Note sufficient to reimburse it for any tax, fee or any other governmental charge required (other than by the City) to be paid with respect to the registration of such transfer and may require that such amounts be paid before any new such Note shall be delivered.

The Note may only be transferred upon compliance by the registered holder of the Note with the terms and provisions of this resolution, specifically; the registered holder of the Note must obtain from the purchaser or transferee thereof and deliver to the City on or before the closing date thereof, a purchase or investment letter similar in form and content to the letter executed by the Purchaser at the initial closing of the Note.

The above limitation shall not prohibit the Purchaser from selling or transferring participation interests in the Note to other national or state banks or similar institutions provided that the holders of such participation interests shall provide a document similar to the one executed by the Purchaser and satisfactory to the City and Special Counsel, and such holders shall have no right to sell or transfer their participation interests without prior approval of the City except to the Purchaser.

If the date for payment of the principal of and interest on the Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

SECTION 11. (a) So long as the Note shall remain outstanding, the City shall maintain with the Paying and Transfer Agent records for the registration and transfer of the Note. The Paying and Transfer Agent is hereby appointed registrar for the Note, in which capacity the Paying and Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Note entitled to registration or transfer.

(b) The City shall pay or reimburse the Paying and Transfer Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and note registrars, subject to agreement between the City and the Paying and Transfer Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying and Transfer Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(c) (1) A Paying and Transfer Agent may at any time resign and be discharged of its duties and obligations as Paying and Transfer Agent, by giving at least sixty (60) days written notice to the City and may be removed as Paying and Transfer Agent at any time by resolution of the Governing Body delivered to the Paying and Transfer Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying and Transfer Agent and shall be transmitted to the Paying and Transfer Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of a Paying and Transfer Agent shall become effective until a successor Paying and Transfer Agent has been appointed pursuant to this resolution.

(2) Upon receiving notice of the resignation of the Paying and Transfer Agent, the City shall promptly appoint a successor Paying and Transfer Agent by resolution of the Governing Body. Any appointment of a successor Paying and Transfer Agent shall become effective upon acceptance of appointment by the successor Paying and Transfer Agent. If no successor Paying and Transfer Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Paying and Transfer Agent may petition any court of competent jurisdiction for the appointment of a successor Paying and Transfer Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying and Transfer Agent.

(3) In the event of a change of Paying and Transfer Agents, the predecessor Paying and Transfer Agent shall cease to be custodian of any funds held pursuant to this resolution in connection with its role as such Paying and Transfer Agent, and the

successor Paying and Transfer Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all reasonable fees, advances and expenses of the retiring or removed Paying and Transfer Agent shall be fully paid. Every predecessor Paying and Transfer Agent shall deliver to its successor Paying and Transfer Agent all books of account, registration records and all other records, documents and instruments relating to its duties as such Paying and Transfer Agent.

(4) Any successor Paying and Transfer Agent appointed under the provisions hereof shall be either the Clerk or a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying and Transfer Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying and Transfer Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying and Transfer Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and be subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment or instrument in writing be required by any successor Paying and Transfer Agent from the City to more fully and certainly vest in such successor Paying and Transfer Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying and Transfer Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(7) The City will provide any successor Paying and Transfer Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Note.

(8) All duties and obligations imposed hereby on a Paying and Transfer Agent or successor Paying and Transfer Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this resolution.

(d) Any corporation or association into which a Paying and Transfer Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying and Transfer Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Paying and Transfer Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying and Transfer Agent shall be satisfactory to the City and eligible under the provisions of Section 11(c)(4) hereof.

SECTION 12. In case the Note shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be delivered a new Note of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note stolen, destroyed or lost, upon the registered holder's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Note stolen, destroyed or lost, his filing with the City or Paying and Transfer Agent evidence satisfactory to it or them that such Note was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Paying and Transfer Agent with such security or indemnity as may be required by law and by them to save each of them harmless from all risks, however remote.

SECTION 13. The Note shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall be delivered thereafter to the Purchaser.

SECTION 14. If (a) the City shall pay or cause to be paid to the holder of the Note the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all reasonable fees and expenses of the Paying and Transfer Agent shall have been paid, and (c) the City shall have kept, performed and observed all and singular the covenants and promises in the Note and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Note shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

SECTION 15. The person in whose name the Note shall be registered in the Registration Records may be deemed to be the absolute holder thereof for all purposes, and payment of or on account of the principal of or interest on the Note shall be made only to or upon the order of the registered holder thereof, or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

SECTION 16. (a) The City shall maintain with a qualified depository thereof a special fund hereby created in the name of the City designated as the Series 2023 Note Fund (the "Note Fund") for the payment of the principal of and interest on the Note and the payment of the Paying and Transfer Agent's fees in connection therewith. There shall be deposited into the Note Fund as and when received:

- (1) the avails of any of the ad valorem taxes levied and collected pursuant to Section 5 hereof;
- (2) any income received from investment of monies in the Note Fund; and
- (3) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Note, and which the Governing Body, in its discretion, may direct to be deposited into the Note Fund.

(b) As long as any principal of and interest on the Note remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Note Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying and

Transfer Agent in time to reach said Paying and Transfer Agent at least one (1) business day prior to the date on which said principal and interest shall become due.

SECTION 17. (a) The principal proceeds received upon the sale of the Note shall be deposited with a qualified depository of the City in a special fund hereby created in the name of the City designated as the Series 2023 Note Project Fund from which there shall be first paid by the Clerk all expenses, premiums, fees and commissions incurred and deemed necessary or advantageous in connection with the authorization, sale, issuance, validation and delivery of the Note, including but not limited to, Special Counsel fees and expenses, Municipal Advisor fees and expenses, City counsel fees and expenses and all claims that may have been incurred to date in connection with the Project, which payments shall subsequently be approved and ratified by the Governing Body.

(b) The balance of such proceeds shall be used, to the extent permitted by law, (1) for the Project or to reimburse the City for any expenses in connection with the Project to the extent permitted by the Internal Revenue Code of 1986, as amended (the "Code"); (2) to pay engineering, fiscal, trustee, printing, accounting, construction manager, feasibility consultant, legal expenses and development expenses incurred in connection with the Project or to reimburse the City for any expenses in connection with the Project to the extent permitted by the Code, and the issuance of the Note; (3) to pay the premium or premiums on any insurance or any form of guarantee obtained from any source to assure the prompt payment of principal and interest on the Note when due; and (4) to pay costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof.

SECTION 18. (a) The City covenants to comply with each requirement of the Code, necessary to maintain the excludability of interest on the Note from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate of the City to be executed and delivered concurrently with the issuance and delivery of the Note, or such other covenants as may, from time to time, be required to be complied with in order to maintain the excludability of interest on the Note from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the Note, directly or indirectly, to acquire any securities, bonds or other investment property, and shall not take or permit to be taken any other action or actions, which would cause the Note to be an "arbitrage bond" as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the excludability of interest on the Note from gross income for federal income tax purposes under the Code, the covenants contained in this Section shall survive the payment of the Note and the interest thereon.

(b) The Mayor or the Clerk is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" in connection with the Note as required by Section 149(e) of the Code.

(c) The Mayor or the Clerk is hereby authorized to execute a non-arbitrage certification in connection with the Note to comply with Section 148 of the Code.

(d) Pursuant to the Act, interest on the Note is exempt from State income taxes.

SECTION 19. The Note has been submitted to validation as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented.

SECTION 20. The Note is being sold to the Purchaser without a view for distributing or re-selling the Note. The Purchaser of the Note shall be required to execute a certificate to the City to the effect that the Note is being purchased for the account of the Purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of Securities Exchange Act Rule 15c-2-12.

SECTION 21. _____ is hereby appointed Paying and Transfer Agent in connection with the Note.

SECTION 22. Each member of the Governing Body, the Mayor and the Clerk are hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, validation, execution, issuance and delivery of the Note.

SECTION 23. The decisions and determinations made by the Mayor, the Clerk, the Municipal Advisor and Special Counsel relating to the Note, and the actions taken by them in connection with the preparation and publication of the Notice and the preparation and distribution of the Notice and the Proposal are hereby approved and ratified by the Governing Body.

SECTION 24. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the holder of the Note issued under the provisions of this resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holder from time to time of the Note issued under the provisions of this resolution.

SECTION 25. All covenants, stipulations, obligations and agreements of the City contained in this resolution, shall be binding upon the City, and, except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the sale and issuance of the Note shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including the Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Note or be subject to personal liability or accountability by reason of the sale and issuance thereof.

SECTION 26. In the event that any scrivener's errors shall be discovered in this resolution after the adoption hereof, but prior to the issuance of the Note, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the issuance of the Note.

SECTION 27. 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 15th day of August, 2023.

(SEAL)

CITY OF OXFORD MISSISSIPPI

By: _____
Mayor

Attest:

City Clerk

EXHIBIT A

PROOF OF PUBLICATION OF NOTICE OF NOTE SALE

EXHIBIT B

**NOTICE OF NOTE SALE AND
FORM OF PROPOSAL FOR PURCHASE**

NOTICE OF NOTE SALE

\$2,300,000

**CITY OF OXFORD, MISSISSIPPI
GENERAL OBLIGATION NOTE, SERIES 2023**

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen (the "Governing Body") of the City of Oxford, Mississippi (the "City") will receive sealed bids in the Office of the City Clerk in the City Hall of the City located at 107 Courthouse Square in the City until the hour of 3:30 p.m. on August 15, 2023, for the purchase at not less than par of \$2,300,000 City of Oxford, Mississippi General Obligation Note, Series 2023 (the "Note"), at which time said bids will be publicly opened by the City Clerk and read for the purchase of the Note.

The Note will be dated and bear interest from the date of its delivery; will be delivered in the denomination of \$2,300,000; will be numbered R-1; will be issued in registered form; and will bear interest, payable on February 1 and August 1 of each year commencing on February 1, 2024, at the rate of interest specified in the proposal submitted by the successful bidder in accordance with this Notice of Note Sale. Interest will be payable by check or draft of either the City, acting by and through the City Clerk, or a bank or banks to be named by the City (the "Paying and Transfer Agent") made payable to the registered owner of the Note named in and mailed to the address appearing on the registration books of the City kept and maintained by the Paying and Transfer Agent.

Principal of the Note will be payable by the Paying and Transfer Agent on August 1 in the following years and amounts:

Year	Principal Amount
2024	\$460,000
2025	460,000
2026	460,000
2027	460,000
2028	460,000

The Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part in inverse order of maturity, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than five (5) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

The Note will be issued pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "City Act"), and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (the "Note Act" and together with the City Act, the "Act"). The Note is being issued to raise money for the purpose of paying the costs of repairing, improving, adorning and equipping municipal buildings and purchasing machinery and equipment which has an expected useful life in excess of ten (10)

years and weighing in excess of twelve thousand (12,000) pounds, and paying certain costs incident to the sale and issuance of the Note.

The Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall respectively mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax shall be irrevocably pledged for the payment of the principal of and interest on the Note as the same shall mature and accrue.

The Note is to be sold at par and is to be awarded to the bidder complying with the terms hereof and offering to purchase the Note at the lowest rate of interest to the City. The Note shall bear only one rate of interest as specified in the proposal which it will bear from its date to its stated maturity date of August 1, 2028. The rate of interest on the Note shall not exceed eleven percent (11%) per annum. Bidders must acknowledge in their respective proposals that, contemporaneously with or prior to delivery of the Note, the City shall receive from the successful bidder a document in form and substance satisfactory to the City to the effect that:

- (a) the successful bidder is purchasing the Note for its own account for the purpose of investment and not with a view towards distribution or resale;
- (b) the bidder has knowledge and experience in financial matters, and it is capable of evaluating the merits and risks of purchasing the Note;
- (c) the bidder has read and fully understands the resolutions under which the Note is issued;
- (d) the bidder has had an opportunity to obtain and has received from the City all of the information, documents and materials which it regards as necessary to evaluate the merits and risks of its purchase of the Note;
- (e) the bidder recognizes that Butler Snow LLP ("Special Counsel") is not responsible for any information contained in or omitted from materials regarding the City and the Note and acknowledges that it does not look to Special Counsel to obtain such information on its behalf; and
- (f) while it has no present intention to resell or otherwise dispose of all or any part of the Note purchased by it, the bidder assumes responsibility for disclosing all material

information in compliance with all applicable federal and state security laws in the event of its resale of the Note.

All proposals must be enclosed in a sealed envelope and should be addressed to the Governing Body, at their offices located at City Hall, 107 Courthouse Square, Oxford, Mississippi 38655 attention: Ashley Atkinson, City Clerk, City of Oxford and worded on the outside, in substance, "Proposal for City of Oxford, Mississippi General Obligation Note, Series 2023". **ALL PROPOSALS MUST BE UNCONDITIONAL.**

The Governing Body reserves the right to reject any or all proposals as well as the right to waive any irregularity or informality in any proposal. All proposals shall be submitted on a Proposal for Purchase which may be obtained from Ashley Atkinson, City Clerk, City of Oxford, 107 Courthouse Square, Oxford, Mississippi 38655 telephone: (662)232-2312, or from the City's financial advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman.

In the opinion of Special Counsel, assuming compliance by the City with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Note is excluded from gross income for federal income tax purposes. Furthermore, interest on the Note is not a separate tax preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code")) for the purpose of computing the alternative minimum tax imposed on corporations. Special Counsel will express no other opinion regarding other federal tax consequences resulting from the ownership, receipt or accrual of interest on or disposition of the Note. In addition, Special Counsel is further of the opinion that under and pursuant to the Act, the Note and interest thereon are exempt from all income taxes imposed by the State of Mississippi.

The final approving opinion of Special Counsel relating to the validity and tax exemption of the Note, together with a non-litigation certificate of the City dated the date of delivery of the Note, and a transcript of the proceedings relating to the Note will be delivered to the successful bidder without charge.

The Note is **not** being issued as a "qualified tax exempt obligation" pursuant to Section 265(b)(3) of the Code.

The successful bidder will be given at least seven (7) business days advance notice of the proposed date of delivery of the Note when that date has been tentatively determined. The Note will be delivered in Oxford, Mississippi or such other place as the Governing Body shall designate and payment therefor shall be made in federal or other immediately available funds.

The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Note if the Note to be delivered by the City in accordance with the preceding paragraph is not tendered for delivery within sixty (60) days from the date of sale thereof. The City shall have the right, at its option, to cancel its agreement to sell the Note if within five (5) days after the tender of the Note for delivery the successful bidder shall not have accepted delivery of and paid for the Note.

The successful bidder shall be responsible for payment of its own legal and administrative costs.

Further information may be obtained from Ashley Atkinson, City Clerk, City of Oxford, 107 Courthouse Square, Oxford, Mississippi 38655 telephone: (662) 232-2312, or from the City's financial advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601) 982-0005, attention: Mr. Steve Pittman.

DATED: July 18, 2023

CITY OF OXFORD, MISSISSIPPI

By /s/ Ashley Atkinson
City Clerk

PROPOSAL FOR PURCHASE
\$2,300,000
CITY OF OXFORD, MISSISSIPPI
GENERAL OBLIGATION NOTE, SERIES 2023

August 15, 2023

Mayor and Board of Aldermen
City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Ladies and Gentlemen:

For Two Million Three Hundred Thousand Dollars (\$2,300,000) principal amount City of Oxford, Mississippi General Obligation Note, Series 2023 (the "Note") of the City of Oxford, Mississippi (the "City"), dated as of its delivery, and bearing interest at the rate specified below, we will pay you the aggregate par value thereof. The principal of the Note will be payable in the amounts and in the years set forth in the Notice of Note Sale relating to the Note dated July 18, 2023 (the "Notice of Note Sale").

The Note shall bear interest at the rate of _____ percent per annum. This proposal is subject to all the terms and conditions of the Notice of Note Sale which notice by this reference thereto is hereby made a part hereof. We hereby acknowledge that we will fully comply with the terms and requirements of the Notice of Note Sale.

We hereby acknowledge that the Note is **not** being issued as a "qualified tax exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This proposal is for immediate acceptance.

Bidder _____

By _____
[Print Name]

[Signature]

Title _____

Address _____

Telephone Number _____

B-5

(Note: No addition to or alteration in this proposal is to be made, and any erasure may cause a rejection of this proposal. Proposals must be filed with the Mayor and Board of Aldermen of the City in the Office of the City Clerk in City Hall located at 107 Courthouse Square, Oxford, Mississippi 38655 attention: Ashley Atkinson, City Clerk, sealed and worded on the outside, in substance, "Proposal for City of Oxford, Mississippi General Obligation Note, Series 2023", at or before 3:30 o'clock p.m., Mississippi time, on August 15, 2023.

ACCEPTANCE

The above proposal accepted by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, this the 15th day of August, 2023.

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

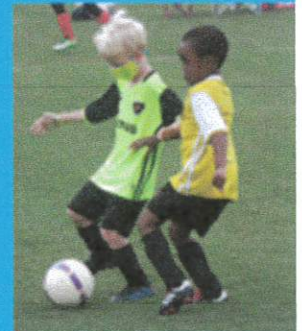
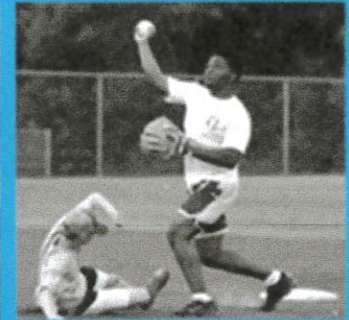
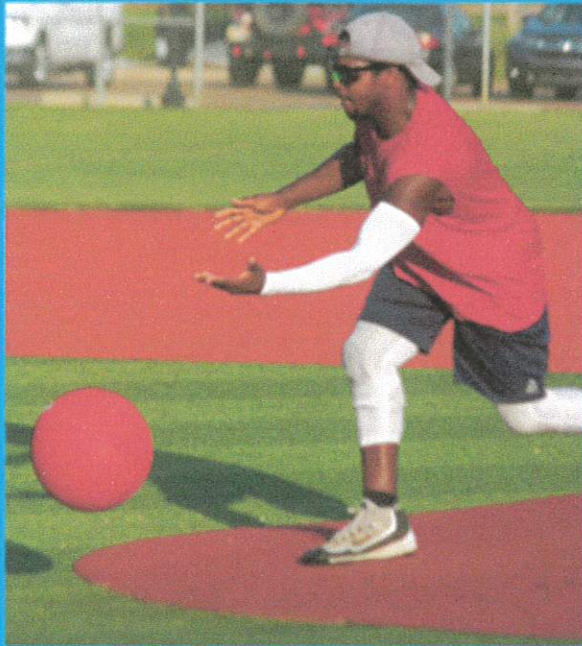
Attest:

City Clerk

EXHIBIT C
PROPOSALS FOR PURCHASE

2023

OXFORD PARK COMMISSION QUARTER 3 REPORT



April-June

Programming Overview





Swimming Pool Report:

The early part of this quarter we spent hiring all personnel needed for the pool season. This year we hired around 30 seasonal workers, ranging from lifeguards, managers, and cashiers. We opened on Memorial Day weekend as is routine. The pool has been busy this year. We continue to try and plan and program the pool to maximize its usage. One of our independent contractors added a new program called HIT Aerobics to go along with Deep Water Aerobics which was new last year. We have had bad luck with our vacuum robots as all three went down within a couple days of one another. All three are currently still in the shop waiting on repair. We did also have some issues in the mechanical room that Memphis Pools came down to repair on June 27th.

Events and Activities:

Power Wheels Derby: This was our second year of hosting the Power Wheels Derby. This year's event was held at the Stone Center parking lot. This event is exactly what it sounds like. Young children and their parents come in with their power wheels and "race" around the track. Ages for this event range from 2-8.

Eggciting Easter Hunt: This year's event was scheduled to use Ebbets Field and Double Decker Field at mTrade Park. We were also going to use the IPF as well. However storms came and destroyed Double Decker Field, and the AC went out in the IPF, so we used Ebbets Field only. We blocked cars from entering or parking between the field and the IPF. The Easter Bunny came out to visit the kids and have their picture made with him. Between the egg hunt, pictures, crafts everyone had a great time. The Branch Church came to the event helped with volunteers. There were an estimated 250-300 kids show up to the event.

SuperHero Night: This is the first year that the OPC had this event. Superheros are a huge draw for the young children. We will definitely increase the number of pre-made packets for next year. This program was a huge hit. We had 100 kids register to become a SuperHero. The "new" Super Heroes had to save the day. Each participant bag contained anywhere from 3-5 tasks to perform to save the day.

1. Create their cape. 2. Create your mask. 3. Find your superhero name, based on first name initial and birth month. 4. Diffuse the bomb, (pop the balloon). 5. Get through the lazer maze, (String maze). We do anticipate this event to be much larger next year.

Mother's Day Event: This event consisted of 3 crafts kids would complete to put in a Happy Mother's Day bag, that they would end up giving their mom, or if their mom came with them they would complete the crafts together. The participant count was lower than expected and we are not sure why.

Instructional Tennis:

Kristi Boxx:

Beginner / Intermediate

May - May
Monday 9 / 10
#1 Thursday 12 / 12
#2 Thursday 12 / 12

Advanced Match Play

March - May
Monday 6 / 6

Summer Beginner/Intermediate

June 5 - 7, 9/15 participants
June 12 - 14, 15/15 participants
June 19 - 21, 14/15 participants

Abby Flowers:

Quickstart

April - June

Ages 3-4	8 participants with 8 person maximum class size	1 person on the waiting list
Ages 5-6	11 participants with 11 person maximum class size	5 people on the waiting list

Tennis Tournaments:

April 1 - 2, 2023	OPC Youth Tournament	66 registered players
April 14 - 16, 2023	OPC Youth Tournament	40 registered players
April 24 - 27, 2023	MHSAA High School State Championships	Estimated 600 players
June 2 - 4, 2023	OPC Youth Tournament	80 registered players
June 23 - 25, 2023	MTA Over 40 State Championships	Estimated 600 players

Leisure Lifestyles of Oxford - LLO:

	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May. 2023	June. 2023	July. 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov. 2023	Dec. 2023
Aquatic	X	X	X	X	X	236						
Pilates	155	131	152	70	126	105						
Cardio Fit	175	192	287	133	220	200						
Dance/Twist	60	69	78	55	51	64						
Tai Chi	61	50	31	39	39	54						
Yoga	254	142	297	171	239	237						
Aerobic Exercise	138	302	325	214	345	320						
Strength Training	190	183	275	110	248	196						
Art	22	22	28	5	24	X						
Monthly Totals:	1058	1091	1473	797	1292	1412						

Notes:

Art only had one class in April. All classes missed one week in April due to the MHSAA State Tennis Tournament.

Facility Rentals:

April	Rentals:
Pavilions	17
Stone Center	18
Multipurpose	1
OAC	6
Fit-n-Fun	2
Pool	
Monthly Total	44

May	Rentals:
Pavilions	25
Stone Center	16
Multipurpose	2
OAC	5
Fit-n-Fun	3
Pool	
Monthly Total	51

June	Rentals:
Pavilions	8
Stone Center	10
Multipurpose	1
OAC	0
Fit-n-Fun	4
Pool	
Monthly Total	23

Totals:
50
44
4
11
9
118

Sports Programs:

Youth Spring Baseball 550 Participants	Youth Baseball registration opened January 16th and closed on February 20th. Practices began Monday, April 3 and games ended on June 6th.
	We had 50 total teams throughout the league.
Pitch, Hit & Run 27 Participants	We held our annual Pitch, Hit and Run event in Quad C at mTrade Park on Thursday June 8th. The participants included both boys and girls between the ages of 7-14.
OPC Basketball Development Camp 33 Participants	After a very successful Winter Mini Dribblers with independent contractor Brian Rucker, he wanted to introduce a program for the older age groups (ages 7-13). This program was done on Wednesday evenings during the month of May.
Summer Mini Dribblers 30 Participants	This was a new offering (summer) mini dribblers from Brian Rucker. After a successful Winder Mini Dribblers, Brian was excited to offer to do another two sessions this summer. Sessions began on Monday June 5th and ended on June 26th.
Youth Summer Basketball 132 Participants	In our second year of summer basketball, we played one night a week. The season started on June 13th and will end in July. In the summer program, teams may be 3V3, 4V4 or 5V5. We had a total of 18 teams.
Spring Mini Sluggers 40 Participants	Our spring Mini Sluggers program was March 21 - April 25. The Ole Miss Club Baseball Team runs this independent contractor led program, as they dictate the numbers and sessions. This year there were two sessions with 20 prticipants each. Classes were held on Tuesday evenings for two weeks.

Spring Youth Softball
217 Participants

OPC had a successful spring/summer season. The start and end dates of the season always mirror the baseball program which practices started April 3 and games ended June 6th.

Adult Softball
8 Teams

The adult softball season was played one night a week this year, with each team playing double headers each week. The season was roughly 7 weeks, with a post season tournament for all teams.

Youth Spring Soccer
793 Participants

The spring soccer season is considered a carry over from the fall soccer season each year. Returning players from the fall pay a lower fee than the fall soccer season, however new players can sign up for the spring season and pay the full price and still get a uniform and be assigned to an already formed team.

Sports Program Notes:

OPC offered an Adult Basketball League, but it did not make. Mini Kickers, Cheerleading, Flag Football, Fall Baseball, Fall Softball, Fall Soccer, Mini Sluggers, volleyball will all be registering this quarter. Sport and Social Club Activities this quarter was Kickball. OPC partnered with Brian Rucker and hosted a youth travel basketball tournament that was very successful, we are going to offer again.

Outdoor Programming:

Lee Tartt Nature Preserve - Spring Wings: The LTNP hosted their Spring Wings event on Saturday April 29. There were vendors set up with art activities, along with kayaking and hiking opportunities. We had a group of 26 travel from Oxford to Grenada for the festival.

Youth Fishing Day - Sardis Lake: Staff member of the US Army Corps of Engineers hosted our group with a "How to" fishing clinic prior to taking us to a secluded pond, to put to use what was learned. We took a group of 13 youth accompanied by relatives, everyone had a fantastic time while catching bream and bass. We look forward to our fishing trip in the fall.

Karate:
Instructor: Norbert Woods
Ages: ## _ ##
Class Fee: \$XXX

Session / League	Participants
Session	##
Session	##
Session	##

Fencing:
Instructor: Margarett Davis
Ages: ## _ ##
Class Fee: \$XXX

Session / League	Participants
Session	##
Session	##
Session	##

Gymnastics:
Instructor: Lisa Mitchell
Ages: ## _ ##
Class Fee: \$XXX

Session / League	Participants
Session	##
Session	##
Session	##

Volleyball All Skills Clinic:
Instructor: Karen Yelverton
Ages: ## _ ##
Class Fee: \$XXX

Session / League	Participants
Session	##
Session	##
Session	##

Social Dance: Beginner Dancing
Instructor: Tammy Wilson
Ages: 16 & up
Class Fee: \$40

Session / League	Participants
Foxtrot	10
Cha Cha	Did not make

Wrestling Lessons
Instructor: Oxford Wrestling Club
Ages: 4 - 18
Class Fee: \$100

Session / League	Participants
Spring/Summer	43

XPT Speed and Agility
Instructor: Lawrence Murako
Ages: 7 - 12
Class Fee: \$120

Session / League	Participants
Spring	9

Day Camp

The OPC Camps offers parents in the community the opportunity to enroll their kids in a recreational camp setting while local schools are out for summer break. With the local schools changing their calendars this past school year, we adjusted our camp schedule. This year we added 2 extra weeks of camps. We started a May Camp. We go on Field trips on Thursdays do different places around the area as far away as Memphis. The May camp had 66 kids in week 1 and 80 kids in week 2. Then in June we had 137,132,136, and 133 per week in June. This year we also allowed parents to register per week instead of per month, so if families were going on vacation to miss a week, they didn't have to pay for a week that they were not attending.

Marketing Highlights:

April

Summer Day Camp registrations which were done in weekly fashion. Total of 538

different child registrations for day camp.

The MHSAA hosted their State Championship at John Leslie Courts April 24-27, 2023.

The Easter Event was held at mTrade, the new SuperHero Training Event in April.

May

Summer Day Camp started the 3rd week of May.

Youth Soccer and Mini Kickers registration started, this will be the largest individual registration we have each year. There will be over 100 registrants for this program alone.

A new Basketball Development Camp hosted by Brian Rucker, included ages 7 - 13.

June

We wrapped up youth softball and baseball at mTrade.

We started our second year of summer youth basketball.

The city swimming pool opened in June. Over 400 people registered for free swim lessons.

Promotions started for fall baseball, fall softball, flag football, youth volleyball, and cheer.

Financials:

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 300	OPC-Activity Fund								
REVENUE									
Department 000	REVENUE								
Miscellaneous									
303	REGISTRATION FEES								
303-2	REGISTRATION FEES Youth Sports	.00	.00	.00	29,890.65	.00	122,767.71	(122,767.71)	+++
303-3	REGISTRATION FEES Adult Sports	.00	.00	.00	19,927.11	.00	37,458.18	(37,458.18)	+++
303-4	REGISTRATION FEES Special Events	.00	.00	.00	.00	.00	7,546.83	(7,546.83)	+++
303-5	REGISTRATION FEES Rentals	.00	.00	.00	6,670.00	.00	16,695.00	(16,695.00)	+++
303-6	REGISTRATION FEES Other	.00	.00	.00	5,681.44	.00	18,450.88	(18,450.88)	+++
	303 - REGISTRATION FEES Totals	\$0.00	\$0.00	\$0.00	\$62,169.20	\$0.00	\$202,918.60	(\$202,918.60)	+++
308	GRANTS	.00	.00	.00	.00	.00	844.89	(844.89)	+++
309	CONCESSIONS	.00	.00	.00	.00	.00	61.00	(61.00)	+++
331	MEMBERSHIPS	.00	.00	.00	454.00	.00	454.00	(454.00)	+++
333	RECEIPTS	.00	.00	.00	3,866.70	.00	7,266.70	(7,266.70)	+++
341	INTEREST EARNED	.00	.00	.00	586.00	.00	2,269.68	(2,269.68)	+++
	<i>Miscellaneous Totals</i>	\$0.00	\$0.00	\$0.00	\$67,075.90	\$0.00	\$213,814.87	(\$213,814.87)	+++
Department 000	REVENUE Totals	\$0.00	\$0.00	\$0.00	\$67,075.90	\$0.00	\$213,814.87	(\$213,814.87)	+++
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$67,075.90	\$0.00	\$213,814.87	(\$213,814.87)	+++

OXFORD POLICE DEPARTMENT

Chief of Police

Chief Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 102-637, The City of Oxford Police Department does hereby grant the petitioner, permission to hold an event on the following date(s), time(s), and location: Upon approval by the Chief of Police.

No permit received with less than 14 days prior to the event date will be approved.

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 - Kinney Ferris

Address: 1013 Jackson Ave E.

Telephone: 662-232-2477

Name of Organization: Visit Oxford

Address: same

Telephone:

Organization Director: Kinney Ferris

Email: kinney@visitoxfordms.com

On Site Contact Person: Laine Mitchell

Name:

Telephone: 662-801-5891

Requested Date(s): sept. 21, 2023

Requested Time(s): 4:00 - 7:30 event 5-7pm

Requested Location(s): Pocket Park by City Hall

Type of Event: 3rd Thursday / ^{live} music in the park

Designation of any Public Facilities and / or Equipment to be utilized: 1 parking space

Detailed Route Information, Start to Finish: N/A reserved for loading

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.: Pocket Park by City Hall + parking space

Number of expected Spectators: 100

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:

Kinney Ferris
Applicant

8/10/23
Date

9:00 am
Time

Permit Approved By:

Chief of Police

Date

Time

OXFORD POLICE DEPARTMENT

Chief of Police

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Address: same

Telephone:

Organization Director: Kinney Ferris

Email: kinney@visitoxfordms.com

On Site Contact Person: Laine Mitchell

Name:

Telephone: 662-801-5891

Requested Date(s): Dec. 21, 2023

Requested Time(s): 4:00 - 7:30 event 5-7pm

Requested Location(s): Pocket Park by City Hall

Type of Event: 3rd Thursday / ^{live} Music in the park

Designation of any Public Facilities and / or Equipment to be utilized: 1 parking space reserved for loading

Detailed Route Information, Start to Finish: N/A

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: 100

Pocket Park by City Hall + parking space

Assembly Point and time of Participants:

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OXFORD POLICE DEPARTMENT

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Address: same

Telephone:

Organization Director: Kinney Ferris

Email: kinney@visitoxfordms.com

On Site Contact Person: Laine Mitchell

Name:

Telephone: 662-801-5891

Requested Date(s): Nov. 16, 2023

Requested Time(s): 4:00 - 7:30 event 5-7pm

Requested Location(s): Pocket Park by City Hall

Type of Event: 3rd Thursday / ^{live} Music in the park

Designation of any Public Facilities and / or Equipment to be utilized: 1 parking space reserved for loading

Detailed Route Information, Start to Finish:

N/A

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: 100

Pocket Park by City Hall + parking space

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:

Kinney Ferris
Applicant

8/10/23
Date

9:00 am
Time

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Date

Time

OXFORD POLICE DEPARTMENT

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Address: same

Telephone:

Organization Director: Kinney Ferris

Email: kinney@visitoxfordms.com

On Site Contact Person: Laine Mitchell

Name:

Telephone: 662-801-5891

Requested Date(s): Oct. 19, 2023

Requested Time(s): 4:00 - 7:30 event 5-7pm

Requested Location(s): Pocket Park by City Hall

Type of Event: 3rd Thursday / ^{live} MUSIC in the park

Designation of any Public Facilities and / or Equipment to be utilized: 1 parking space reserved for loading

Detailed Route Information, Start to Finish:

N/A

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: 100

Pocket Park by City Hall + parking space

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:

Kinney Ferris
Applicant

8/10/23
Date

9:00 am
Time

Permit Approved By:

Chief of Police

Date

Time

OXFORD FIRE DEPARTMENT

Joey Gardner
Fire Chief
jgardner@oxfordms.net



Adam Patton
Deputy Chief
apatton@oxfordms.net

Office: 662-232-2418
Fax: 662-232-2318

399 McElroy Dr.
Oxford MS, 38655

OXFORD FIRE DEPARTMENT

Standard Operating Guidelines

Subject: Paramedic Certification Program

S.O.G. Number:

Effective: 3/1/2023

Revised: 8/15/2023

The City of Oxford Paramedic Certification Program allows the City's full-time employees in the Fire departments the opportunity to attend college to receive their Emergency Medical Technician (EMT) – Paramedic certification on a prepayment basis. The primary emphasis of the program is to improve the City's services to the community. The program is intended to enhance current performance on the job and to improve our employee's opportunities for advancement within the City of Oxford.

Eligibility:

1. The employee shall be a full-time employee in the Fire department at the beginning of the school semester for which the pre-payment is requested and in good standing with the City of Oxford.
2. Temporary or Part-time employees are not considered eligible for the pre-payment program.
3. There is no waiting period to enroll in this program. An employee may use this benefit after completing Firefighter 1001 I & II certification.

Guidelines:

1. Funding will be limited to tuition, books, and additional fees (registration, technical, parking/car registration, study liability insurance, health science, and 2 clinical shirts). ***If you receive any type of financial aid, the City of Oxford will pay the remaining balance.*** The total pre-payment for the full program should not exceed the tuition amount for the program offered by **Northwest Community College**. **NWCC is not required but is preferred due to invoicing agreement.**
2. All classes shall be scheduled outside of the employee's scheduled workday when possible. Employees **may** be allowed to attend class while on duty if necessary.

OXFORD FIRE DEPARTMENT

Joey Gardner
Fire Chief
jgardner@oxfordms.net



Adam Patton
Deputy Chief
apatton@oxfordms.net

Office: 662-232-2418
Fax: 662-232-2318

399 McElroy Dr.
Oxford MS, 38655

3. An employee must be pre-approved for this program by the Board of Aldermen.
4. Once the employee requests to enroll in the program and has approval from the Fire Chief, the City will provide a letter of intent to the school. Upon receipt of the letter of intent, the school will invoice the City. This process will be repeated each semester.
5. Once an employee completes the Paramedic program, he or she will apply to take the National Registry Emergency Medical Technician Paramedic (NREMT-P) exam for certification. Only after passing the NREMT-P exam will an employee receive licensure in the State of Mississippi to function as an EMT-Paramedic.
6. If the employee receives NREMT-P certification, the employee will be required to maintain the license and remain employed with the City of Oxford as a Paramedic for a minimum of thirty six (36) months from the day the employee passes the NREMT-P.
7. If the employee leaves a Paramedic position with the City of Oxford within thirty six (36) months of receiving their NREMT certification, the employee will be required to pay back the costs of the tuition **in full or on a pro-rated** scale as decided by the City.
8. If the employee does not receive the National Registry within twelve (12) months of completing the EMT-Paramedic certification, the employee will be required to reimburse the City the prepaid cost of the certification program as stated in number 7.
9. The employee is no longer eligible for the pre-payment certification program & reimburse the costs if he or she does not complete the course satisfactorily, drops or withdraws from the course, or does not remain on full time status with the City of Oxford for any reason.
10. Funding will be reviewed annually by the governing body. The program should not be considered guaranteed, should funding become unavailable.

Name: _____

Date: _____

Chief: _____

Date: _____



OXFORD

PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: Ben Requet, AICP; Director of Planning
Date: August 15, 2023
RE: Request approval for Final Plat (Amended) Approval for Case #2996, Capstone Development, LLC. (Mac Monteith), for 'The Lamar, Phase 4A Lots 93-95 & 103', for property located at the west end of Cincinnatus Boulevard. (PPIN #5067)

This is a request for Final Plat (Amended) for 'The Lamar Phase 4A' to modify the setbacks for Lots 93-95 & 103, to be consistent with several other lots (lots 33-37, 105 & 106) on the other side of the common area. The applicant notified the Staff that an error was made to the side-yard setbacks for these lots. They were listed as 5' but they were intended to be 4' between them. Staff determined that this modification requires an amendment. The applicant notes that as the owner of these lots, North Lamar Construction, LLC is the only interested party in this modification.

Engineering provided comments in the attached Staff Report.

This item is scheduled to be heard by the Planning Commission at their regularly Scheduled meeting on August 14, 2023. Staff will provide an update on the Planning Commission's recommendation for this item at Tuesday's Mayor and Board of Aldermen meeting.

Recommendation: Staff recommends approval of the requested Final Plat (Amended) for 'The Lamar Phase 4A Lots 93-95 & 103' with the following condition of approval:

1. Approval of the Final Plat (Amended) for 'The Lamar, Phase 4A Lots 93-95 & 103' by the Mayor and Board of Aldermen.



OXFORD

PLANNING
DEPARTMENT

Case 2996

To: Oxford Planning Commission
From: Ben Requet, AICP; Director of Planning
Date: August 14, 2023

Applicant: Capstone Development (Mac Monteith)
Owner: North Lamar Construction, LLC (Mac Monteith)
Request: Final Plat for 'The Lamar, Phase 4A Lots 93-95 & 103'
Location: Cincinnatus Boulevard (PPIN #5067)
Zoning: (SR) Suburban Residential – TND Overlay

Surrounding Zoning:

North & East: (TSR) Traditional Suburban Residential
West: (TNB) Traditional Neighborhood Business
South: (ER) Estate Residential

Case History: [Case #2763](#) – Preliminary Plat 'The Lamar, Phase 4' – July 2021
[Case #2846](#) – Final Plat 'The Lamar, Phase 4' - March 2022
[Case #2918](#) – Plat Amendment 'The Lamar, Phase 4' – December 2022

Planning Comments: This is a request for Final Plat (Amended) for 'The Lamar Phase 4A' to modify the setbacks for Lots 93-95 & 103, to be consistent with several other lots (lots 33-37, 105 & 106) on the other side of the common area. The applicant notified the Staff that an error was made to the side-yard setbacks for these lots. They were listed as 5' but they were intended to be 4' between them. Staff determined that this modification requires an amendment. The applicant notes that as the owner of these lots, North Lamar Construction, LLC is the only interested party in this modification.

Engineering Comments: The proposed plat amendment changes the setbacks between units and does not significantly impact the infrastructure. The water and sewer taps may require slight adjustment. Reference to previous case history is hereby made for items related to City owned streets, water, sewer and for privately owned infrastructure including stormwater detention. Following previous Planning Commission approval of Phase 4, the developer requested to present the plat to the Board of Alderman in smaller phases for bonding purposes. All phases have bonded and previously approved by the Board of Alderman and all conditions were met prior to the receipt of signed plats.

Recommendation: Staff recommends approval of the requested Final Plat (Amended) for 'The Lamar Phase 4A' with the following conditions of approval:

1. Approval of the Final Plat (Amended) for 'The Lamar, Phase 4A Lots 93-95 & 103' by the Mayor and Board of Aldermen.

July 26, 2023

Mr. Ben Requet, Director of Planning
City of Oxford
107 Courthouse Square
Oxford, MS 38655

Re: The Lamar Plat Amendment

Dear Sir,

Please accept this letter as notice that the members of North Lamar Construction, LLC, owner of the following properties, have no objection to the plat amendment for The Lamar. North Lamar Construction, LLC is the only interested or affected party as the owner of the lots being modified as well as the adjacent lots in the area.

Lot #

93 133 Cincinnatus Blvd
94 135 Cincinnatus Blvd
95 137 Cincinnatus Blvd
103 139 Cincinnatus Blvd
104 141 Cincinnatus Blvd

Sincerely,

North Lamar Construction, LLC



Hugh Monteith, IV, Member

DESCRIPTION OF PROPERTY

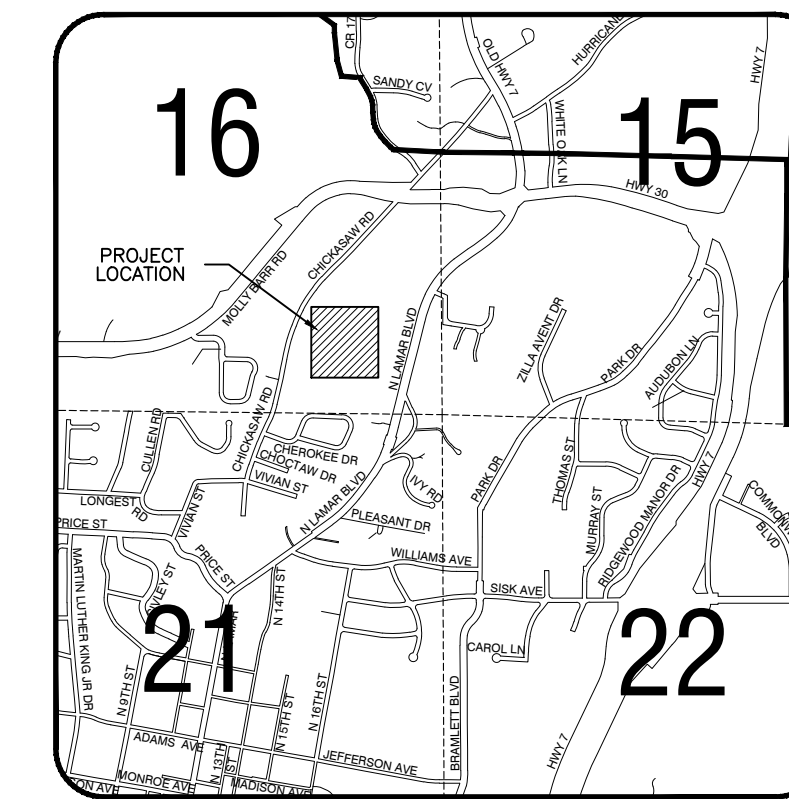
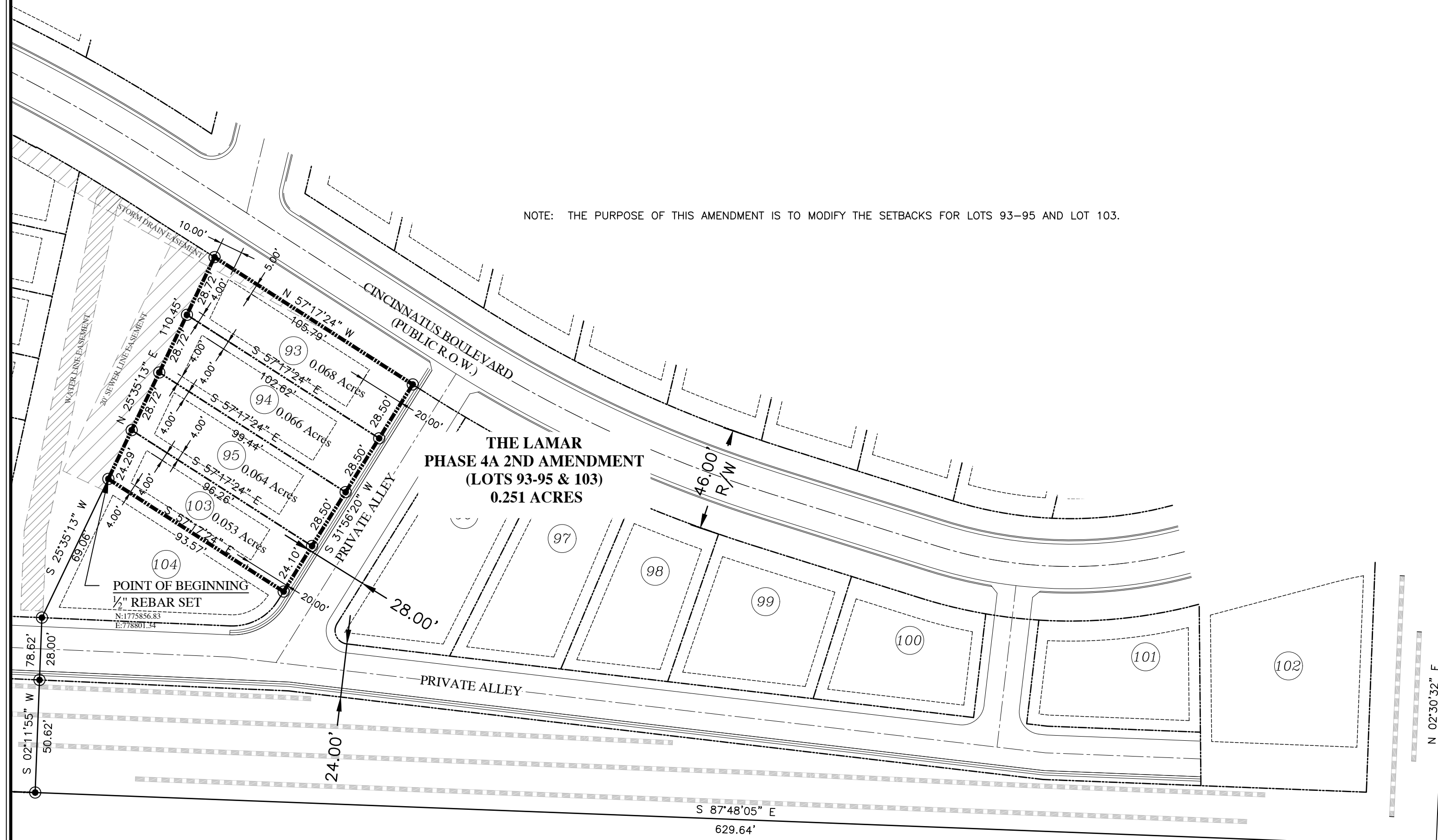
THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI EAST STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATIONS WITH A CONVERGENCE OF (-0° 22' 54") AND A SCALE FACTOR OF 0.999997587 CALCULATED AT THE POINT OF COMMENCEMENT.

A FRACTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 3 WEST, BEING LOTS 93-95 & LOT 103 OF THE LAMAR PHASE 4A OF THE FIRST AMENDMENT IN THE CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI AND CONTAINING 0.251 ACRES. SAID PARCEL BEING DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING AT AN EXISTING CONCRETE MONUMENT COMMONLY ACCEPTED AS BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 3 WEST, CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI, SAID POINT BEING FURTHER DEFINED BY MISSISSIPPI EAST STATE PLANE COORDINATES OF N: 1,778,184.55 AND E: 780,360.80; RUN THENCE DUE SOUTH A DISTANCE OF 2365.24 FEET TO A POINT (1775819.31, 780360.80); THENCE DUE WEST A DISTANCE OF 957.54 FEET TO A 1/2" IRON ROD FOUND (1775819.31, 779403.26); THENCE SOUTH 02 DEGREES 30 MINUTES 32 SECONDS WEST A DISTANCE OF 127.61 FEET TO A 1/2" IRON ROD FOUND (1775691.62, 778397.67); THENCE NORTH 87 DEGREES 48 MINUTES 05 SECONDS WEST A DISTANCE OF 629.64 FEET TO A 1/2" IRON ROD FOUND (1775715.98, 778768.50); THENCE NORTH 02 DEGREES 11 MINUTES 55 SECONDS EAST A DISTANCE OF 50.62 FEET TO A 1/2" IRON ROD FOUND (1775766.56, 778770.44); THENCE NORTH 02 DEGREES 11 MINUTES 55 SECONDS EAST A DISTANCE OF 28.00 FEET TO A 1/2" IRON ROD FOUND (1775794.54, 778771.52); THENCE NORTH 25 DEGREES 35 MINUTES 13 SECONDS EAST A DISTANCE OF 69.06 FEET TO A 1/2" IRON ROD FOUND (1775856.83, 778801.34) TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, RUN NORTH 25 DEGREES 35 MINUTES 13 SECONDS EAST A DISTANCE OF 110.45 FEET TO A 1/2" IRON ROD FOUND (1775956.45, 778849.05); THENCE SOUTH 57 DEGREES 17 MINUTES 24 SECONDS EAST A DISTANCE OF 105.79 FEET TO A 1/2" IRON ROD FOUND (1775899.28, 778938.06); THENCE SOUTH 31 DEGREES 56 MINUTES 20 SECONDS WEST A DISTANCE OF 109.61 FEET TO A 1/2" IRON ROD FOUND (1775806.27, 778880.08); THENCE NORTH 57 DEGREES 17 MINUTES 24 SECONDS WEST A DISTANCE OF 93.57 FEET BACK TO THE POINT OF BEGINNING.

NOTE: THE PURPOSE OF THIS AMENDMENT IS TO MODIFY THE SETBACKS FOR LOTS 93-95 AND LOT 103.



POINT OF COMMENCEMENT
A CONCRETE MONUMENT COMMONLY ACCEPTED AS BEING THE SW CORNER OF THE NW 1/4 OF SEC. 15, T-8-S, R-3-W, CITY OF OXFORD, LAFAYETTE CO., MS.
N: 1778184.55 E: 780360.80

WEST

957.54'

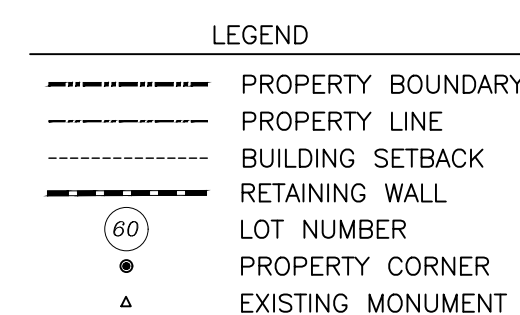
PLAT AND SURVEY NOTES:

- THIS PROPERTY HAS A LAND USE CLASSIFICATION OF CLASS "B" AS DEFINED IN APPENDIX "A" AND THE BOUNDARY SURVEY MEETS THE MINIMUM QUALITY REQUIREMENTS FOR CONDITION "B" AS DEFINED IN APPENDIX "B" OF THE "MISSISSIPPI STANDARDS OF PRACTICE FOR SURVEYING".
- ALL BEARINGS ARE BASED ON MISSISSIPPI EAST STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATIONS WITH A CONVERGENCE OF (-0° 22' 54") AND A SCALE FACTOR OF 0.999997587 CALCULATED AT THE POINT OF COMMENCEMENT. HORIZONTAL DATUM BASED ON PUBLISHED CONTROL STATIONS AS FOLLOWS:

DESIGNATION	- MULLY	DESIGNATION	- FRENCH
PID	- AJ7821	PID	- EG1752
NORTH	- 1,777,871.80	NORTH	- 1,785,757.98
EAST	- 783,111.99	EAST	- 777,547.74
HORIZ ORDER	- B	HORIZ ORDER	- THIRD
- DATE OF FIELD SURVEY: MARCH 2022.
- THIS SURVEY IS SUBJECT TO ANY EASEMENTS RECORDED OR UNRECORDED, SHOWN OR NOT SHOWN ON THIS PLAT.
- SETBACKS ARE AS INDICATED ON THIS PLAT (IF NOT INDICATED, SETBACKS ARE 5 FEET).
- ALL COMMON PROPERTY, INCLUDING THE STORM WATER DETENTION BASIN, SHALL BE MAINTAINED IN PERPETUITY AND CANNOT BE DEVELOPED FOR ANY OTHER USE WHICH WOULD LIMIT OR CAUSE TO LIMIT THE USE OF THE COMMON AREA/DETENTION BASIN. THE COMMON AREA/DETENTION BASIN SHALL BE OWNED AND/OR MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION OF THE DEVELOPMENT AND EACH PROPERTY OWNER SHALL OWN A PROPORTIONATE SHARE OF THE COMMON AREA/DETENTION BASIN AND SHALL BEAR HIS/HER PROPORTIONATE RESPONSIBILITY FOR THE CONTINUED MAINTENANCE IN ACCORDANCE WITH THE CITY OF OXFORD AND LAFAYETTE COUNTY.
- UTILITY AND STORM DRAIN INFRASTRUCTURE LOCATED WITHIN THE STREET RIGHT-OF-WAYS SHALL BE PROPERTY OF THE CITY OF OXFORD. ANY UTILITY OR STORM DRAINAGE PIPELINES OR STRUCTURES OUTSIDE OF THE STREET RIGHT-OF-WAY SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- ADEQUATE PARKING SHALL BE REQUIRED FOR EACH LOT. THE HOME, GARAGE AND DRIVEWAY AREA SHALL BE ARRANGED SUCH THAT THE PARKING FOR THE INDIVIDUAL LOT SHALL MEET OR EXCEED THE CURRENT CITY OF OXFORD CODE OF ORDINANCES.
- NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF A 100 YEAR FLOOD PLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP NO. 28071C0144C, EFFECTIVE DATE NOVEMBER 26, 2010 FOR LAFAYETTE COUNTY, MISSISSIPPI, AND INCORPORATED AREAS.
- NO STRUCTURES EXCEEDING 30 FEET IN HEIGHT SHALL FRONT CININNATUS BOULEVARD.

SUBDIVISION NOTES:

- DECLARANT SHALL BE RESPONSIBLE FOR CONTINUED MAINTENANCE OF ALL COMMON AREAS, INCLUDING THE REGIONAL DETENTION POND, UNTIL SUCH A TIME THE PROPERTY IS TURNED OVER TO THE HOME OWNERS ASSOCIATION, AT THAT TIME THE HOME OWNERS ASSOCIATION SHALL ASSUME RESPONSIBILITY AND MAINTENANCE.
- THE REGIONAL DETENTION POND SHALL REMAIN AS PRIVATE PROPERTY, OWNED BY THE ASSOCIATION, MAINTENANCE, REPAIR, AND ALL LIABILITIES ASSOCIATED WITH THE REGIONAL DETENTION POND SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION AND ITS SUCCESSORS. THE CITY OF OXFORD SHALL HAVE NO RESPONSIBILITY FOR MAINTENANCE, REPAIR, OR LIABILITIES ASSOCIATED WITH THE REGIONAL DETENTION POND. OWNER/DECLARANT SHALL PROVIDE THAT OBLIGATIONS ASSOCIATED WITH THE REGIONAL DETENTION POND BE TRANSFERRED TO ALL SUCCESSORS AND ASSIGNS OF PROPERTY, AND SHALL ACCEPT RESPONSIBILITY FOR INFORMING SUCH SUCCESSORS AND ASSIGNS OF SAID OBLIGATIONS. THE REGIONAL DETENTION POND SHALL REMAIN IN PLACE AS APPROVED AND AS-BUILT CERTIFIED IN PERPETUITY AND SHALL NOT BE ENCRACHED UPON FOR ANY REASON OR DEVELOPED FOR ANY OTHER USE WHICH WOULD LIMIT OR CAUSE TO LIMIT THE USE OF THE REGIONAL DETENTION POND.
- IN THE EVENT THAT THE LAMAR HOMEOWNERS' ASSOCIATION, INC. IS DISSOLVED OR CEASES TO FUNCTION FOR ANY REASON, THE OWNERS OF ALL LOTS WITHIN ALL PHASES OF THE LAMAR SUBDIVISION SHALL BE JOINTLY RESPONSIBLE IN EQUAL SHARES FOR THE OWNERSHIP, MAINTENANCE, REPAIR, AND ALL LIABILITIES ASSOCIATED WITH THE REGIONAL DETENTION POND, TO THE SAME EXTENT THE LAMAR HOMEOWNERS' ASSOCIATION, INC. WAS SO RESPONSIBLE.
- THE DETENTION POND COMMON AREA PARCEL'S AD VALOREM TAX VALUE SHALL BE ASSESSED TO EACH LOT OWNER ON A PRORATED BASIS AS PART OF EACH LOT OWNER'S TOTAL ASSESSMENT.
- OWNERS OF ALL LOTS WITHIN ALL PHASES OF THE LAMAR SUBDIVISION SHALL HAVE AN EQUAL UNDIVIDED INTEREST IN THE COMMON AREA AS TENANTS IN COMMON AND SHALL SHARE EQUALLY IN THE MAINTENANCE, REPAIR, AND UPKEEP OF BOTH THE COMMON AREA AND LIMITED COMMON ELEMENT AREA.
- A LOT OWNER'S INTEREST IN THE COMMON AREA MAY NOT BE SEVERED FROM THE INTEREST IN THE LOT.
- THE RETAINING WALLS SHOWN ON THIS PLAT SHALL BE OWNED AND MAINTAINED BY THE LAMAR HOMEOWNERS' ASSOCIATION. THE SIDE AND REAR YARD SETBACKS WITHIN THE VICINITY OF THE WALLS SHALL BE CONSIDERED ACCESS EASEMENTS FOR PURPOSES OF MAINTENANCE AND REPAIR OF THE RETAINING WALLS.
- THE ARCHITECTURAL REVIEW COMMITTEE (ARC) RESERVES THE RIGHT TO APPROVE OR DENY THE CONSTRUCTION OF ANY IMPROVEMENTS THAT ARE PROPOSED TO BE CONSTRUCTED WITHIN THE SETBACKS ADJACENT TO RETAINING WALLS THAT MAY INTERFERE WITH THE REQUIRED ROUTINE MAINTENANCE AND/OR REPAIR OF THE RETAINING WALLS.
- THE DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION SHALL BE AS SET FORTH IN ARTICLE II OF THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE LAMAR SUBDIVISION.



EMAIL: OXFORD@PECORPMS.COM FAX: OXFORD@PECORPMS.COM
PHONE: (662) 234-8539 WEB SITE: PECORPMS.COM (662) 234-8639

REVISIONS:

NO.	DATE	DESCRIPTION	BY

SECOND AMENDED PLAT
FOR
THE LAMAR PHASE 4A
(LOTS 93-95 & 103)
(A Traditional Neighborhood Development)

DRAWN BY:	J.A.	DATE:	07-27-2023
CHECKED BY:	J.A.	SCALE:	AS NOTED
PROJECT NO.:	6608		

~SURVEYOR'S CERTIFICATE~
I DO HEREBY CERTIFY THAT THIS CONFORMS TO THE MINIMUM REQUIREMENTS AS SET FORTH BY THE STATE BOARD FOR A CLASS "B" SURVEY AND THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
JONATHAN L. ADAMS MS PS 2879 DATE

PAGE NO.:
1
ALL ENGINEERING DRAWINGS ARE IN CONFIDENCE AND DISSEMINATION MAY NOT BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED.

DESCRIPTION OF PROPERTY

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI EAST STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATIONS WITH A CONVERGENCE OF (-0' 22' 54") AND A SCALE FACTOR OF 0.99997587 CALCULATED AT THE POINT OF COMMENCEMENT.

A FRACTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 3 WEST, BEING LOTS 93-95 & LOT 103 OF THE LAMAR PHASE 4A OF THE FIRST AMENDMENT IN THE CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI AND CONTAINING 0.251 ACRES. SAID PARCEL BEING DESCRIBED IN MORE DETAIL AS FOLLOWS:

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FROM SAID POINT OF BEGINNING, RUN NORTH 25 DEGREES 35 MINUTES 13 SECONDS EAST A DISTANCE OF 110.45 FEET TO A 1/2" IRON ROD FOUND (1775956.45, 778949.05); THENCE SOUTH 57 DEGREES 17 MINUTES 24 SECONDS EAST A DISTANCE OF 103.79 FEET TO A 1/2" IRON ROD FOUND (1775899.28, 778938.06); THENCE SOUTH 31 DEGREES 56 MINUTES 20 SECONDS WEST A DISTANCE OF 109.61 FEET TO A 1/2" IRON ROD FOUND (1775806.27, 778880.08); THENCE NORTH 57 DEGREES 17 MINUTES 24 SECONDS WEST A DISTANCE OF 93.57 FEET BACK TO THE POINT OF BEGINNING.

**CITY OF OXFORD
STATE OF MISSISSIPPI**

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD PLANNING COMMISSION, THIS THE _____ DAY OF _____, 20____.

JR RIGBY, CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

**CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI**

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD, BOARD OF ALDERMEN, THIS THE _____ DAY OF _____, 20____.

ROBYN TANNEHILL
MAYOR, CITY OF OXFORD

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT UPDRAFT INVESTMENTS, LLC HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR THE LAMAR SUBDIVISION, PHASE 4A, SECOND AMENDMENT:

1. ALL IMPROVEMENTS HAVE BEEN INSTALLED BY THE SUB-DIVIDER IN ACCORDANCE WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE BOARD OF ALDERMEN, GIVING APPROVAL OF THE FINAL PLAT, AND ACCEPTING MAINTENANCE OF UTILITIES AND STREETS.
2. A BOND OR CERTIFIED CHECK HAS BEEN POSTED BY THE SUB-DIVIDER WHICH IS AVAILABLE TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

AS OF THIS THE _____ DAY OF _____, 20____.

REANNA MAYORAL, P.E.
CITY ENGINEER, CITY OF OXFORD

ENGINEER'S CERTIFICATE

I CERTIFY THAT THE LAMAR SUBDIVISION, PHASE 4A, SECOND AMENDMENT IS IN CONFORMANCE WITH THE DESIGN REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND SPECIFIC CONDITIONS IMPOSED ON THIS DEVELOPMENT, AND TAKES INTO ACCOUNT ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20____.

PAUL KOSHENINA
MISSISSIPPI PE #14912

RESTRICTIVE COVENANTS

RECORDED IN INSTRUMENT NUMBER _____ OF THE LAND RECORDS IN THE CHANCERY CLERK'S OFFICE OF LAFAYETTE COUNTY, MISSISSIPPI.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE WITHIN PLAT OF THE LAMAR SUBDIVISION - PHASE 4A SECOND AMENDMENT IN LAFAYETTE COUNTY, MISSISSIPPI, IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION AND THAT I SIGNED AND DELIVERED IT AS MY OWN ACT AND DEED.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20____.

JONATHAN E. ADAMS
MISSISSIPPI PS. #2879

OWNERS CERTIFICATE

I, MAC MONTEITH, AS MANAGER OF UPDRAFT INVESTMENTS, LLC, AND AS OWNERS OF THE TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT WE DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED, AS SHOWN ON THE ATTACHED PLAT OF THE LAMAR SUBDIVISION, PHASE 4A, AND THE STREETS ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER. STREETS ARE HEREBY DEDICATED TO THE USE BY THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION, SUBJECT TO THE REGULATIONS OF AND APPROVAL BY THE BOARD OF ALDERMAN OF OXFORD, MISSISSIPPI. UTILITY EASEMENTS ARE ALSO DEDICATED TO THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION. SUCH SUBDIVISION AND DEDICATION IS THE OWNER'S OWN ACT AND DEED OF THEIR OWN FREE WILL.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20____.

MAC MONTEITH, MANAGER
UPDRAFT INVESTMENTS, LLC
P. O. BOX 2701
OXFORD, MS 38655

**STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE**

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY AFORESAID, THE WITHIN NAMED MAC MONTEITH, WHO ACKNOWLEDGED THAT HE EXECUTED AND DELIVERED THE ABOVE AND FOREGOING OWNER'S CERTIFICATE ON THE DATE AND IN THE YEAR THEREIN MENTIONED, FOR THE CONSIDERATION THEREIN RECITED, FIRST BEING AUTHORIZED SO TO DO.

WITNESS MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC



EMAIL: OXFORD@PECORPMS.COM FAX: (662) 234-8539
PHONE: (662) 234-8539 WEB SITE: PECORPMS.COM

REVISIONS:

NO.	DATE	DESCRIPTION	BY

**CERTIFICATE SHEET
FOR
THE LAMAR PHASE 4A
(LOTS 93-95 & 103)
(A Traditional Neighborhood Development)**

**STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE**

I, SHERRY WALL, CHANCERY CLERK IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK ON THE _____ DAY OF _____, 20____, AND WAS DULY RECORDED IN PLAT CABINET _____ SLIDE _____.

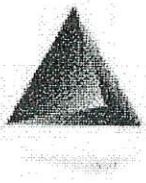
WITNESS MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____, 20____.

SHERRY WALL
CHANCERY CLERK

DRAWN BY:	J.A.	DATE:	07-27-2023
CHECKED BY:	J.A.	SCALE:	NA
PROJECT NO.:	6608		

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PAGE NO.: **2**



Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
 Biloxi, MS 39532
 Phone : (228) 388-7688
 Fax: (228) 388-7689

**Computer Software Support Agreement
 ADDENDUM**

For: CITY OF OXFORD-CITY CLERK

MSC361

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2023 These charges will be billed on 9/15/2023 due for payment 10/ 1/2023.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
1749	Monthly Software Maintenance - Tax Office	10/2022	400.00	440.00	
2394	On-demand Receipts	10/2022	100.00	110.00	
2395	Privilege License Collections	10/2022	80.00	90.00	
2804	Web-hosting Real Property Tax Records Monthly Fee	10/2022	200.00	215.00	
26550	Web-Hosting Personal Property Tax Records	10/2022	90.00	100.00	
26560	Online Tax Payment Support - Real Property	10/2022	70.00	80.00	
26570	Online Tax Payment Support - Personal Property	10/2022	70.00	80.00	
IVMCBP03(1)		TOTAL:	1,010.00	1,115.00	MONTHLY

Agreed this _____ day of _____, 2023.

CITY OF OXFORD
 County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature _____ Printed Name _____

TO: CITY OF OXFORD
 ATTN: CITY CLERK
 107 SOUTH LAMAR
 OXFORD MS 38655



Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____, _____

CITY OF OXFORD

Client Name

Client Signature

Printed Name

Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION		3. DATE RECEIVED BY STATE	State Application Identifier
Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		Federal Identifier (Unique Entity ID-Formally DUNS)	
5. APPLICANT INFORMATION			
Legal Name: City of Oxford		Organizational Unit:	
Address (give city, county, state, and zip code): 107 Courthouse Square Oxford, MS 38655		Name and telephone number of the person to be contacted on matters involving this application (give area code): Donna Zampella, General Manager 662-234-3540	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 6 4 - 6 0 0 0 9 3 8		7. TYPE OF APPLICANT: (enter appropriate letter in box) <input checked="" type="checkbox"/> C	
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es). A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify)		A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify)	
		9. NAME OF FEDERAL AGENCY: DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 - 5 0 9		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Rural Transit Operations for Oxford Mississippi, University of Mississippi and Lafayette County. Funding for operations, administration, and capital expenses in the provision of fixed route, demand response and paratransit for the elderly/disabled public system.	
TITLE: FORMULA GRANTS FOR RURAL AREAS			
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): City of Oxford, University of Mississippi, Lafayette County			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date 10/01/23	Ending Date 09/30/24	a. Applicant Mr. Vernon R. Kelley, III	b. Project 5311 Grant for Rural Area Transit
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a Federal	\$ 3,410,959. ⁰⁰	a YES THIS PREAPPLICATION-APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON	
b Applicant	\$ -. ⁰⁰	DATE _____	
c State	\$ -. ⁰⁰	b NO <input type="checkbox"/> PROGRAM IS NOT COVERED BY E O 12372	
d Local	\$ 2,444,080. ⁰⁰	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e Other	\$ -. ⁰⁰		
f Program Income	\$ -. ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
g TOTAL	\$ 5,855,039. ⁰⁰	<input type="checkbox"/> Yes If "Yes", attach an explanation. <input checked="" type="checkbox"/> No	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION-PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Typed Name of Authorized Representative ROBYN TANNEHILL		b. Title MAYOR - CITY OF OXFORD	c. Telephone number 662-232-2340
d. Signature of Authorized Representative		e. Date Signed	

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Standard Form 424 (REV 7-97)
Prescribed by OMB Circular A-102

**SECTION 5311
RURAL AREA PROGRAM**

APPLICATION BUDGET

City of Oxford

October 1, 2023 to September 30, 2024

Line	Item	Unit	Unit Cost	Extension	Totals
	<u>Non-Operating Expenses</u>				
	Equipment				
	Capital Expenses				
1.	Communications Equipment	12	3,000	36,000	
2.	Major Components	12	3,750	45,000	
3.	Office Equipment/Computer Hardware	12	21,250	255,000	
4.	Facilities	0	0	0	
5.	Mobility Manager	12	3500	42,000	
6.	Shelters/Bus Stops	12	1250	15,000	
7.	Vehicles	3	150000	450,000	
8.	Other: Koni Heavy Duty Bus Lift	1	125,000	125,000	
9.	TOTAL CAPITAL EXPENSE				968,000
	Administrative Expenses				
10.	Project Director	0.0%	0	0	
11.	Secretary	100.0%	41,740	41,740	
12.	Bookkeeper	0.0%	0	0	
13.	Other Staff (Enter Title)	0.0%	0	0	
14.	Revenues Applied to Non-Operating Salaries				0
	Source:				
15.	Salary Sub-Total				41,740
16.	Fringes	40.00%		16,696	
17.	Travel/Memberships/Training	12	833	9,996	
18.	Audit	0	0	0	
19.	Office Supplies/Software/Office Equipment	12	650	7,800	
20.	Telephone	12	125	1,500	
21.	Printing & Advertising	12	500	6,000	
22.	Property Insurance/Bond(s)	12	41,250	495,000	
23.	Rent/Utilities	12	1,325	15,900	
24.	Other: Management Contract RATPDEV	12	11,500	138,000	
25.	SUBTOTAL				690,892
26.	Indirect - Percent:	0.00%			0
27.	TOTAL ADMINISTRATIVE EXPENSE (Sum of Lines 15, 25 and 26)				732,632
28.	TOTAL NON-OPERATING EXPENSE (Sum of Lines 9 and 27)				1,700,632
29.	Revenues Applied to Non-Operating Expenses Excluding Non-Operating Salaries				0
	Source:				

Admin. Cost as a Percentage of Total Adjusted Budget

4.86%

Line	Item	Amount	Totals
30.	Non-Operating Expense Offset Excluding Non-Operating Salaries (Sum of Lines 9, 25, and 26 minus Line 29)	1,658,892	
31.	Total Non-Operating Expense Deficit (Line 15 plus Line 30)		1,700,632
32.	Section 5311 Non-Operating Funds Requested (80% of Line 31)		1,360,506
33.	Local Cash Share (May not be less than 20% of Line 31) Source: City of Oxford, University of MS, Lafayette County	340,126	
34.	TOTAL REVENUE		1,700,632
35.	Line 31 minus Line 33 (Must Equal "0" or "1")		0
Operating Expenses			
		Unit	Unit Cost
		Extension	Totals
36.	Operations Supervisor	100.0%	55,166
37.	Drivers, Full-time	50	32,340
38.	Drivers, Part-time	4	15,450
39.	Mechanic(s)	4.0	39,000
40.	Lead Mechanic	100.0%	51,500
41.	Dispatcher	100.0%	85,000
42.	Other Staff Asst. Operations Supervisor	100.0%	54,100
43.	Other Staff - Maintenance Crew	100.0%	78,750
44.	Fringes	45.00%	0
45.	Vehicle Insurance	0	0
46.	Fuel and Oil	12	55,000
47.	Tires	12	4,200
48.	Preventive Maint. Parts	12	2,000
49.	Preventive Maint. Labor	12	125
50.	Repairs Parts	12	12,000
51.	Repairs Labor	12	1,875
52.	License Tags	0	0
53.	Rent/Utilities	0	0
54.	Other Driver Expenses	12	2,083
55.	Other: Building Grounds additional services	12	8,000
56.	TOTAL OPERATING EXPENSE		4,154,408
Operating Revenues		Amount	
57.	Fares (Projected)		0
58.	Other (Source): Apartment Complex		53,500
59.	TOTAL OPERATING REVENUE (line 57 plus line 58)		53,500
60.	TOTAL OPERATING DEFICIT (line 56 minus Line 59)		4,100,908
Other Revenue Used to Offset Deficit			
61.	Charter Profit		0
62.	Contracts (Service Sold to Other Agencies)		0
63.	Advertising		0
64.	Local Source: City, University, County		2,050,454
65.	SUBTOTAL Other Local (Must Not Be Less Than 25% of Line 60)		2,050,454
66.	Line 65 minus 50% of Line 60 = Excess Local		0

Line	Item	Amount	Totals
67.	Section 5311 Operating Funds Requested (50% of Line 60 minus Line 66)		2,050,454
68.	Line 60 minus Line 65 minus Line 67 (Must = 0)		(0)
BUDGET RECAP			
	Non-Operating Expense, Line 28	1,700,632	
	Operating Expense, Line 56	4,154,408	
	TOTAL EXPENSE	5,855,040	
FUNDING SOURCES			
	Section 5311 (80%), Line 32	1,360,506	
	Section 5311 (50%), Line 67	2,050,454	
	SUBTOTAL Section 5311		3,410,959
	Other Revenue, Line 29 and 59	53,500	
	Local Cash, Line 33 and 65	2,390,580	
	SUBTOTAL		2,444,080
	TOTAL FUNDS		5,855,039

BUDGET NARRATIVE

City of Oxford

October 1, 2023 to September 30, 2024

Capital Expenses

	<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
1.		Communications Equipment			36,000
	12	Integrated Communications - Radio Equipment	3,000	36,000	
	0		0	0	
	0		0	0	
	0		0	0	
	0		0	0	
				36,000	
2.		Major Components (List separately engines, transmissions, A/C, etc.)			45,000
	1	Engine	20,000	20,000	
	2	Transmissions	8,000	16,000	
	3	AC and Eletrical	3,000	9,000	
	0		0	0	
	0		0	0	
				45,000	
3.		Office Equipment/Computer Hardware			255,000
	12	WI-FI, Data Usage,	2,000	24,000	
	3	Computer and/or Equipment replacement/upgrade	3,000	9,000	
	12	Stop Indicator, GPS, Camera's	18,500	222,000	
	0			0	
				255,000	
4.		Facilities			-
	0		0	0	
	0		0	0	
	0		0	0	
	0		0	0	
				0	
5.		Mobility Manager			
	12	NITA - Northeast Region Mobility Manager	3,500	42,000	42,000
	0		0	0	
				42,000	
6.		Shelter/Bus Stops			15,000
	12	Replace Shelter signs that are worn and unreadable	1,250	15,000	
	0		0	0	
	0		0	0	
	0		0	0	
				15,000	
7.		Vehicles			450,000
	3	Replace Fleet EOUL	150,000	450,000	
	0		0	0	
	0		0	0	
	0		0	0	
				450,000	
8.		Other: Koni Heavy Duty Bus Lift			125,000
	1	Replace moblie Koni bus lift with a stationary due to several	125,000	125,000	
	0	malufuctions and near miss incident.	0	0	
	0		0	0	
	0		0	0	
				125,000	

October 1, 2023 to September 30, 2024

BUDGET NARRATIVE

Administrative Expenses

<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
10	Project Director			-
0		0	0	
11.	Secretary			41,740
1	HR Manager responsible for over 50 employees	41,740	41,740	
0		0	0	
			41,740	
12.	Bookkeeper			-
0		0	0	
0		0	0	
			0	
13.	Other Staff			-
0		0	0	
0		0	0	
			0	
14.	Revenue Applied To Non-Operating Salaries			-
0		0	0	
0		0	0	
			0	
16	Fringes			16,696
1	Health, Vision, Dental, Life Insurance, Workers Comp	16,696	16,696	
0	20% Health	0	0	
0	5% Dental, Vision, Life	0	0	
0	15% W/C	0	0	
0		0	0	
			16,696	
17	Travel/Memberships/Training			9,996
12		833	9,996	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			9,996	
18	Audit			-
0		0	0	
19	Office Supplies/Software/Office Equipment			7,800
12	Pens, Evelopes, stationary, files, desk, chair, calculators	650	7,800	
0	Paper Shredder, notebooks, other office essentials	0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			7,800	
20	Telephone			1,500
12	Telephone monthly service.	125	1,500	
0		0	0	
0		0	0	
			1,500	

21	Printing & Advertising			6,000
	12	Maps, signs, banners, newspaper ads, radio ads.	500	6,000
			0	0
			0	0
			0	<u>0</u>
				6,000

October 1, 2023 to September 30, 2024

BUDGET NARRATIVE

<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
22	Property Insurance/Bonds			495,000
1	Auto General Liability, Fidelity Bond	495,000	495,000	
0		0	0	
0		0	0	
			495,000	
23	Rent/Utilities			15,900
12	Utilities	1,325	15,900	
0		0	0	
0		0	0	
			15,900	
24	Other: Management Contract RATPDEV			138,000
12	Management Contract	11,500	138,000	
0		0	0	
0		0	0	
0		0	0	
			138,000	
26	Indirect			-
0		0	0	
0		0	0	
0		0	0	
			0	
29	Revenues Applied to Non-Operating Expenses			-
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
33	Local Cash Share			340,126
1	City of Oxford, University of Ms, Lafayette County local match	341,326	341,326	
0		0	0	
0		0	0	
			341,326	ERROR!
Operating Expenses				
36	Operations Supervisor			55,166
1	3% Increase due to additional employees, routes, maintenance	55,166	55,166	
0	shop and fleet management	0	0	
			55,166	
37	Drivers, Full-time			1,617,000
50	CDL Drivers, Maintenance Manager- CDL Driver	32,340	1,617,000	
0	Overtime - football games, staff shortage	0	0	
0		0	0	
0		0	0	
			1,617,000	
38	Drivers - Part-time			61,800
4	SafeRide Drivers - Paratransit Drivers	15,450	61,800	
0		0	0	
0		0	0	
			61,800	

October 1, 2023 to September 30, 2024

BUDGET NARRATIVE

<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
39	Mechanic(s)			156,000
4	1 Mechanic 2 Mechanic Assistants, 1 Part time Mechanic	39,000	156,000	
0		0	0	
0		0	0	
			156,000	
40	Secretary			51,500
1	Lead Mechanic	51,500	51,500	
0		0	0	
			51,500	
41	Dispatcher			85,000
2	AM and PM Dispatchers	42,500	85,000	
0	PartTime Saturday Dispatchers	0	0	
0		0	0	
0		0	0	
			85,000	
42	Other Staff			54,100
1	Asst. Operations Manager - Responsible for	54,100	54,100	
0	Building and Grounds, Safety, Driver Training	0	0	
0		0	0	
0		0	0	
			54,100	
43	Other Staff			78,750
1	Maintenance Crew - Bus Washers, Building and Grounds	78,750	78,750	
0		0	0	
0		0	0	
0		0	0	
			78,750	
44	Fringes			971,692
1	Health, Vision, Dental, Life Insurance	971,692	971,692	
0	20% Health	0	0	
0	5% Dental, Vision, Life	0	0	
0	20% W/C	0	0	
			971,692	
45	Vehicle Insurance			-
0		0	0	
0		0	0	
0		0	0	
0		0	0	
46	Fuel & Oil			660,000
12	Fuel Man, Oil Man, Oil Disposal Fee	55,000	660,000	
0		0	0	
0		0	0	
			660,000	
47	Tires			50,400
12	Tires, Mounting, Disposal Fee	4,200	50,400	

October 1, 2023 to September 30, 2024

BUDGET NARRATIVE

<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
0		0	0	
0		0	0	
			50,400	
48	Preventive Maintenance Parts			24,000
12	PM Parts and Inspections	2,000	24,000	
0		0	0	
0		0	0	
			24,000	
49	Preventive Maintenance Labor			1,500
12	Outside PM Labor	125	1,500	
0		0	0	
0		0	0	
			1,500	
50	Repairs Parts			144,000
12	Older Fleet repair inhouse and outside repair	12,000	144,000	
0		0	0	
0		0	0	
			144,000	
51	Repairs Labor			22,500
12	Outside Repair Labor - TAG, Samuel Adams, Thermal King,	1,875	22,500	
0	any other outside labor required for repair	0	0	
0		0	0	
			22,500	
52	License Tags			-
0		0	0	
0		0	0	
			0	
53	Rent/Utilities			-
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
54	Driver Expenses			25,000
12	Uniforms, Hats, Jackets, Security Vest, Gloves,	2,083	25,000	
0	Drug Testing, Medical Card Renewal	0	0	
0	Concern	0	0	
0		0	0	
			25,000	
55	Other: Building Grounds additional services			96,000
12	Facility Grounds/Shop Maintenance and Equipment, Office	8,000	96,000	
0	supplies, Towing, Janitorial Supplies, other supplies needed	0	0	
0	for maintenance.	0	0	
0		0	0	
			96,000	
57	Fares (Projected)			-
0	Zero Fare	0	0	
0		0	0	

October 1, 2023 to September 30, 2024

BUDGET NARRATIVE

<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
0		0	<u>0</u>	
58	Other Revenue			53,500
1	Apartment Yearly Contract	53,500	53,500	
0	Flexibility to use this on individual line items within operations	0	0	
0	to offset cost if needed.	0	0	
0		0	<u>0</u>	
			53,500	
61	Charter Profit			-
0		0	0	
0		0	0	
0		0	<u>0</u>	
			0	
62	Contracts (Sources and Amounts)			-
1			0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	<u>0</u>	
			0	
63	Advertising			-
0		0	0	
0		0	0	
0		0	0	
0		0	<u>0</u>	
			0	
64	Local Source: City, University, County			2,050,454
1	City of Oxford, University of MS, Lafayette County Local Match	2,050,454	2,050,454	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	<u>0</u>	
			2,050,454	

2023-2024 Budget Revisions

<u>Capital</u>	Current	Revised		Difference	Explanation
Communication Equipment	30,000.00	36,000.00		6,000.00	Radio Rental
Computer Hardware	225,000.00	255,000.00		30,000.00	GPS, Cameras
Printing & Advertising	3,000.00	6,000.00		3,000.00	Printed Maps, Rider Guideline Booklet etc.
Management Company	113,004.00	138,000.00		24,996.00	I took what the county budgeted for admin - \$12,000 x 2
<u>Operations</u>					
Fuel and Oil	480,000.00	660,000.00		180,000.00	Unknown mileage as to what to expect. I used the cost of 4 of our vehicles in a year
Repair Parts	135,000.00	144,000.00		9,000.00	PM Cost, Tires, Oil changes, etc

Total Revision

252,996.00



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC:

Date: August 15, 2023

Re: Discuss installation of a crosswalk and pedestrian refuge at the intersection of South Lamar and Buchanan

Staff has received a request to install a crosswalk on South Lamar at the intersection with Buchanan and presents this request for discussion. In consideration of the width of South Lamar Boulevard, a pedestrian refuge or island was recommended by Staff for increased pedestrian safety and in accordance with engineering guidelines for pedestrian safety. A pedestrian refuge provides a space for pedestrians to wait before crossing the next lane of traffic. Staff further planned for the addition of supplemental pedestrian warning beacons, although these are not required by the Manual of Uniform Traffic Control Devices (MUTCD).

Mid-block crossings such as the one proposed can be used 'where the intersections are relatively far apart, where there exists a pedestrian traffic generator or destination, where there is adequate sight distance for both pedestrian and motorist, and where adjacent intersections have large turning volumes which create a situation where it is difficult to cross the street' (Guide for the Planning, Design, and Operation of Pedestrian Facilities). This intersection meets the standards and is reported to be a popular crossing location for students going to and from the Square from neighboring areas.

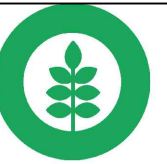
There are two design options provided for discussion, with the difference being the inclusion of the optional pedestrian activated flashing beacon lights. These lights would flash when a pedestrian walks through the detection zone and require no active engagement from the pedestrian. The pedestrian activated lights are not required. Similar lights exist on Molly Barr at CB Webb and on Price at the multi-use path crossing. A rendering of the proposed options is being developed so that the Board can consider the visual impact on the street in addition to the information provided.

During the process of completing plans and beginning work, Staff failed to make appropriate notifications and subsequently present this item for discussions and acknowledges that error. Work to saw-cut the asphalt pavement and excavate for

construction of the island was completed but all work has now been stopped. Should the Board determine the mid-block crosswalk is not acceptable, asphalt can be replaced. ADA compliant sidewalk curb cuts were also constructed in place of the previously existing non-compliant connections to South Lamar and will remain in place.

The intersection does currently meet the engineering guidelines for a mid-block crosswalk. Staff recognizes that the Board may have additional information and considerations beyond the engineering data provided and requests direction regarding the requested installation.

Staff requests direction regarding the installation of a crosswalk, pedestrian refuge and pedestrian activated beacon lights at the intersection of South Lamar and Buchanan.



OXFORD

ENGINEERING
DEPARTMENT

REANNA MAYORAL, P.E.
JOHN CRAWLEY, P.E., ASST.
107 COURTHOUSE SQUARE
OXFORD, MS 38655
662-232-2306

**SOUTH LAMAR BLVD
MID BLOCK CROSSWALK @ BUCHANNAN
OXFORD, MS**



REVISIONS:

DATE:
05/23/2023

DRAWN BY:
JDC

SHEET NO.

1

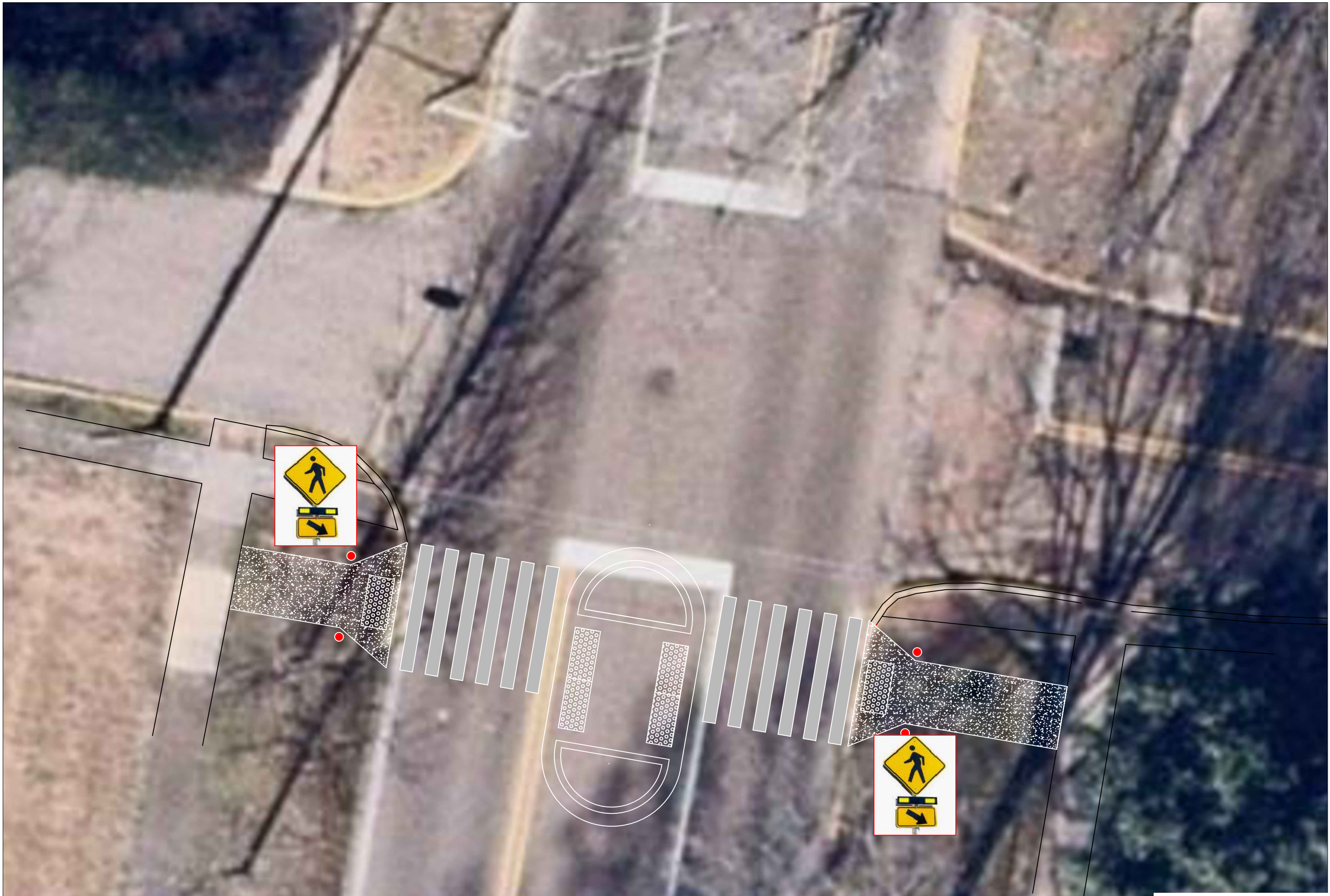


OXFORD

ENGINEERING
DEPARTMENT

REANNA MAYORAL, P.E.
JOHN CRAWLEY, P.E., ASST.
107 COURTHOUSE SQUARE
OXFORD, MS 38655
662-232-2306

**SOUTH LAMAR BLVD
MID BLOCK CROSSWALK @ BUCHANNAN
OXFORD, MS**



REVISIONS:

DATE:

05/23/2023

DRAWN BY:

JDC

SHEET NO.

2



Existing View Southbound



Proposed Southbound (lights are located between the Pedestrian Sign and arrow)



North Bound Existing



North Bound with Signs and Lights





Ashley Atkinson

From: Mark Huelse <mrhoxford@gmail.com>
Sent: Tuesday, August 15, 2023 2:55 PM
To: Ashley Atkinson
Subject: Fwd: South Lamar Crosswalk

Sent from my iPhone

Begin forwarded message:

From: Taylor Wilkinson <taylorhwilkinson@yahoo.com>
Date: August 15, 2023 at 1:38:29 PM CDT
To: Mark Huelse <mrhoxford@gmail.com>, Brian Hyneman <brianhyneman@gmail.com>
Subject: South Lamar Crosswalk

Dear Sirs,

I'm writing regarding the new crosswalk at the corner of Buchanan Avenue and South Lamar Boulevard. My husband and I would like to applaud the board for finally providing a safe, and necessary, location for pedestrians to cross. It is not lost on us that there are likely conflicting options about it's design, but we firmly believe it's placement not only benefits pedestrians, but also slows motorists who have historically not noticed or stopped for those trying to cross. The number of students and children crossing South Lamar from Buchanan has grown significantly over the years, and I have personally witnessed and sadly had to participate in what often seems like a game of "chicken," especially on football game weekends.

We certainly take pride in the charm and beauty of our historic downtown area and understand our neighbors might have concerns about general appearance. On that, we look forward to learning more, but again reiterate our overall support for the project.

Regards,
Taylor & Hassell Wilkinson
1588 Buchanan Avenue

Ashley Atkinson

From: Mark Huelse <mrhoxford@gmail.com>
Sent: Tuesday, August 15, 2023 11:19 AM
To: Ashley Atkinson
Subject: Fwd: Crosswalk at buchanan Ave

For the record
Sent from my iPhone

Begin forwarded message:

From: jessica dennis <jjdennis2@yahoo.com>
Date: August 10, 2023 at 8:36:19 PM CDT
To: Mark Huelse <mrhoxford@gmail.com>, Brianhyneman@gmail.com
Subject: Crosswalk at buchanan Ave

Dear Sirs,

I am writing in regards to the proposed crosswalk on S. Lamar Blvd. at the corner of Buchanan Avenue. My husband and I wish to express our support of the crosswalk. Over the past 20 years of living here, we have noticed an increase in traffic and it has become extremely difficult to get across South Lamar. The distance between University Avenue and Highway 6 is approximately .6 miles. This is much too long a distance between two safe crossing spots. There are many students who cross at Buchanan on their way to campus. We have had several tragic accidents in our town over the past few years, involving pedestrians and vehicles. I would urge you to make our town as safe as possible, by installing crosswalks everywhere there is high pedestrian traffic.

Having said that, our town prides itself on its charm and beauty. I think using the minimum signage necessary, would hopefully keep the crosswalk from being unsightly to the houses nearby, as well as incoming South Lamar traffic. Thanks you for your consideration.

Sincerely,
Jessica Dennis
1591 Buchanan Avenue

Sent from my iPhone

Ashley Atkinson

From: Robyn Tannehill
Sent: Thursday, August 17, 2023 4:22 PM
To: Reanna Mayoral; Bart Robinson; Kara Giles; Hollis Green; Ashley Atkinson
Subject: Fwd: Ped X-ing

Sent from my iPhone

Begin forwarded message:

From: Lauren Renfroe <lsrenfroe1@gmail.com>
Date: August 17, 2023 at 3:18:51 PM CDT
To: Robyn Tannehill <robyn@oxfordms.net>
Cc: Rick Addy <rick.addy@oxfordms.net>, Kesha Howell Atkinson <kesha.howellatkinson@oxfordms.net>, Preston Taylor <preston.taylor@oxfordms.net>, mark.huelse@oxfordms.net, Jason Bailey <jason.bailey@oxfordms.net>, Brian Hyneman <brian.hyneman@oxfordms.net>, John Morgan <john.morgan@oxfordms.net>
Subject: Ped X-ing

Dear Board of Aldermen,

We wanted to voice our concern over the potential new pedestrian crossing at the corner of Buchanan and S Lamar.

It is our understanding that this was requested by the residents of the neighborhood. We would have liked to have been included in the discussion since we will be directly affected every day if this goes through.

The only way to exit our driveway is on S Lamar. Buchanan becoming a one way street came as a surprise, but we are adjusting (I would sometimes have to turn right on Buchanan and make the block if I ever have to back out into S Lamar.) But the pedestrian crossing with an island and flashing lights seems excessive considering the realistic need. We've lived at 812 S Lamar for over 17 years and have watched the world go by on our front porch at various times of the day, but especially at night. The overwhelming majority of pedestrians are students crossing to go to the market district. We've never witnessed a problem or felt concern for anyone's safety. The only time it's been tricky is on Halloween, and OPD has done a great job slowing traffic down and helping pedestrians. The bigger concern would be that inebriated college kids treat it like the crosswalks on the square and campus and walk out without looking. The speed limit is 35, and traffic is flowing most of the time at this section of S Lamar unless it's a game day or lunch hour.

Another main concern for us in particular is the island that is being proposed. S Lamar is TIGHT without a turn lane. Land has already hit orange cones trying to exit in his (huge) truck and trailer. And landscaping crews are going to struggle too, not to mention emergency vehicles, garbage trucks, service trucks. Has anyone tested the angles with large vehicles/trailers, etc, to see if they can safely turn onto S Lamar from Buchanan? It looks especially difficult for people from the east side trying to take a left.

Lastly, thank you for all you do for our city and your service. Land and I want to do our part to continue to keep Oxford safe and beautiful. We don't want to make your jobs more difficult, but we would like you to please consider our legitimate day in/day out concerns with the location of this crosswalk.

Sincerely,
Lauren and Land Renfroe



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC: Shane Fortner, Director of Emergency Management

Date: August 15, 2023

Re: Application for US Department of Transportation funds from the Rural and Tribal Assistance Pilot Program Grant for traffic signal improvements

Staff requests permission to apply for grant funding from the United States Department of Transportation Rural and Tribal Assistance Pilot Program. Director of Emergency Management Shane Fortner identified the grant opportunity and Staff has reviewed the application requirements. The grant provides a maximum of \$320,000 for FY 2022 and \$360,000 for FY 2023 with no match required. Funds are available for technical, financial, and legal support for a number of projects including Public Transportation Projects and Surface Transportation costs that improve a government owned facility.

Staff has identified the improvement of existing traffic signals through Intelligent Transportation Systems such as preemptive signal technology for emergency vehicles as an applicable project. Staff requests permission to advertise for grant funds for this project. The project would install preemptive beacons on each of the existing thirty-six (36) traffic signals in town, including those owned by the Mississippi Department of Transportation, and corresponding transponders in fire and police vehicles.

Your permission to proceed with this application and the necessary paperwork is hereby requested. It is anticipated that any grant funds provided will be in the form of a reimbursement and the project would therefore be paid from the Trust and Agency Street Improvement Capital Program fund. The grant does not require a match and the only expense to the City would be for completion of construction plans, which Staff may be able to help develop.

Staff requests approval to apply for a grant from the US DOT Rural and Tribal Assistance Pilot Program for the Traffic Signal Improvement Project with permission granted to the Mayor to sign all necessary paperwork.



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC:

Date: August 15, 2023

Re: Discuss installation of Stop Signs on Chickasaw Road at Intersection with Cincinnatus Boulevard

Staff has received a request to install stop signs on Chickasaw Drive at the intersection with Cincinnatus Boulevard and presents this request for discussion. Cincinnatus Boulevard is part of The Lamar development and connects from South Lamar to Chickasaw Road. Chickasaw Road connects the Woodland Hills Subdivision to Molly Barr. The proposed stop sign installation would convert the existing intersection into an all-way stop. One consideration in the request is related to the speed of traffic traveling down Chickasaw Road.

The Manual of Uniform Traffic Control Devices (MUTCD) is the guiding standard for installation of traffic control devices, including striping, signage and traffic signals. The MUTCD provides the minimum requirements, or warrants, that are to be met for installation of a stop sign. This intersection does not currently meet the warrants for an all-way stop. These warrants include five or more crashes that could be prevented with an all-way stop within the last year, traffic volumes over an 8 hour period, the need to control left-turn conflicts, or locations where a road user, after stopping, cannot see conflicting traffic, or an intersection of two residential streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics.

The application of warrants when considering the installation of a stop sign is necessary to avoid undesirable outcomes associated with unwarranted installations. These include increased noise in the vicinity of the intersection associated with vehicles braking and accelerating back to travel speed, liability, increased speeds on the street as drivers attempt to “make-up” the time lost, and non-compliance with the stop-sign (refusing to stop) among others.

A temporary all-way stop sign was installed upon request during construction of the roundabout at Molly Barr and Cincinnatus while Chickasaw was closed to thru-traffic. Cincinnatus Boulevard was opened to traffic during this same time as a detour route.

Chickasaw was opened to all traffic on August 2nd and traffic patterns may not be fully established at this time.

The intersection does not currently meet the warrants for an all-way stop although it may in the future as The Lamar completes construction. Staff recognizes that the Board may have additional information and considerations beyond the engineering data provided and requests direction regarding the requested installation.

Staff requests direction regarding the installation of stop signs on Chickasaw Road at Cincinnatus Boulevard.

my comments for tonight

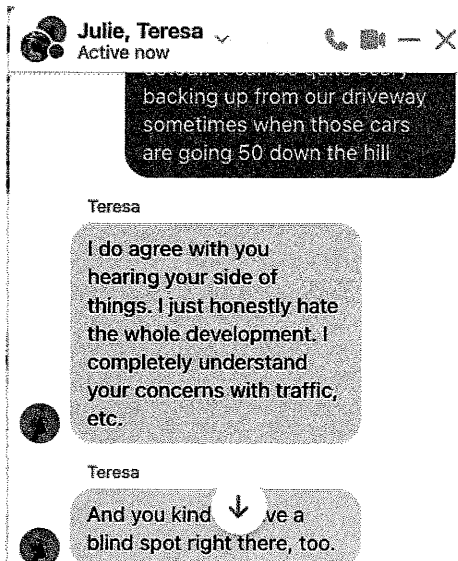
Patrick Addison <patrick@fatpossum.com>

Tue 8/15/2023 9:38 AM

To:rick addyphotography.net <rick@addyphotography.net>

Hey Rick - I am unable to make it to the meeting tonight, I do not know if there is a public discussion, if so, my notes are below for the record.

I did also speak with Teresa Adams this morning who told me she called in opposition. After speaking with her this morning. She told me she now agrees



my notes:

Prior to The Lamar being built, we were already dealing with reckless driving on Chickasaw. in 2015 a truck wrecked in front of my house at high rate of speed, ramped off my mailbox and ended up over the ditch alongside my house.

Neighborhood as a whole has requested efforts to reduce speed on the street for years. The speed limit is 20mph and that is likely not followed ever. Vivian bumps have helped, but not solved

Stop sign would be a cut through deterrent

An increase of neighborhood traffic with addition of Cincinnatus link to Lamar

An increase of neighborhood traffic with new houses from the Lamar

Coming from Cincinnatus to Chickasaw, uphill obstruction with the corner house in addition to speed of cars coming down hill, which can be a high rate of speed.

Backing up from 1015 Chickasaw driveway at intersection, uphill obstruction with speed of cars coming down the hill

An increase of children and walkers in the neighborhood demands a need to help reduce the speed of cars. Chickasaw now links Oxford Creek, The Lamar, and Cherokee neighborhoods

--

Patrick Addison
Fat Possum Records
P. O. Box 1923
Oxford, Mississippi 38655
Phone: 662-234-2828
Fax: 662-234-2899
patrick@fatpossum.com



**City of Oxford
Board of Aldermen
Special Meeting
August 21, 2023, 4:00 pm - 5:00 pm
City Hall Courtroom**

DOCUMENTS

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AGENDA

City of Oxford
Board of Aldermen
Special Meeting
Monday, August 21, 2023, 4:00 pm - 5:00 pm
City Hall Courtroom



Notice that certain aldermen or commissioners may be included in the meeting via teleconference, subject to the City of Oxford Code of Ordinances, Section 2-82.

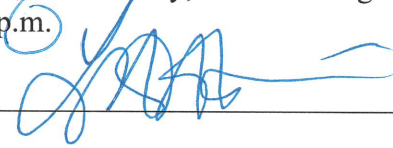
- Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of the City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a SPECIAL MEETING to be held on **August 21, 2023 at 4:00pm**, for the transaction of important business. The meeting will be held in the 2nd floor 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. Request permission to hire three Part-Time employees in the Environmental Services Department. (Braxton Tullos)
4. Discuss the crosswalk/pedestrian refuge at South Lamar and Buchanan Ave. (Reanna Mayoral)
5. Consider an executive session.
6. Adjourn.

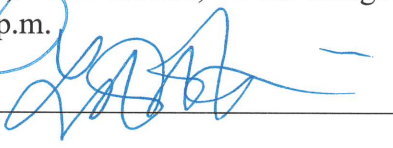
If you need special assistance related to a disability, please contact the ADA Coordinator or visit the office at: 107 Courthouse Square, Oxford, MS 38655. (662) 232-2453 (Voice) or (662) 232-2300 (Voice/TTY)

Robyn Tannehill
ROBYN TANNEHILL, MAYOR

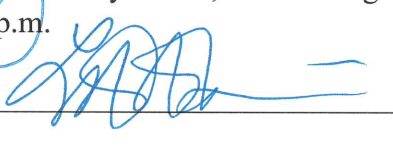
I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward I, Rick Addy, of the foregoing meeting on 8/21/2023 at 12:00 a.m./p.m.



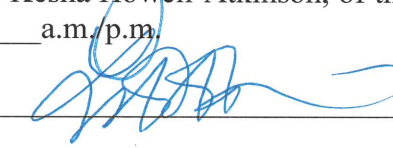
I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward II, Mark Huelse, of the foregoing meeting on 8/21/2023 at 12:00 a.m./p.m.



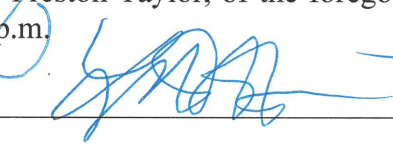
I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward III, Brian Hyneman, of the foregoing meeting on 8/21/2023 at 12:00 a.m./p.m.



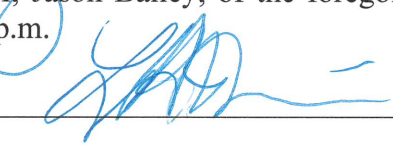
I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward IV, Kesha Howell-Atkinson, of the foregoing meeting on 8/21/2023 at 12:00 a.m./p.m.



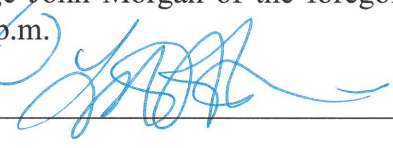
I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward V, Preston Taylor, of the foregoing meeting on 8/21/2023 at 12:00 a.m./p.m.



I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward VI, Jason Bailey, of the foregoing meeting on 8/21/2023 at 12:00 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 At-Large John Morgan of the foregoing meeting on 8/21/2023 at 12:00 a.m./p.m.



MINUTES

City of Oxford
Board of Aldermen
Special Meeting
Monday, August 21, 2023, 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 21, 2023 at 4:00pm**, for the transaction of important business. The meeting will be held in the 2nd floor 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 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 Monday, August 21, 2023, 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

Ashley Atkinson-City Clerk
Bart Robinson- Chief Operating Officer
Braxton Tullos- Human Resources Director
Reanna Mayoral- City Engineer
Ben Requet- Director of Planning
Jeff McCutchen- Police Chief
Joey Gardner- Fire Chief
Amberlyn Liles- Environmental Services Director
Kara Giles- Executive Assistant to the Mayor
Hollis Green- Director of Development Services
John Crawley- Asst. City Engineer

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. Request permission to hire three Part-Time employees in the Environmental Services Department. (Braxton Tullos)

It was moved by Alderman Addy, seconded by Alderman Huelse to hire Davone Harris and Sean Taylor as Part-Time Drivers, each with an hourly rate of \$17.00, and to hire Mallory House as a Part-Time Receptionist, with an hourly rate of \$15.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4. Discuss the crosswalk/pedestrian refuge at South Lamar and Buchanan Ave. (Reanna Mayoral)

After watching multiple videos of pedestrians using the temporary crosswalk and large trucks navigating the turns from both ends of Buchanan Avenue, the Board discussed the proposed crosswalk/pedestrian refuge again. Jim Pryor, who lives on South Lamar at Pierce Avenue, spoke in favor of a crosswalk. Chief McCutchen had concerns about the safety of the crosswalk at night for vehicles traveling North on South Lamar. Chief Gardner said the turns will be tight for fire trucks. After further discussion, it was moved by Alderman Huelse, seconded by Alderman Hyneman to install a crosswalk at Buchanan Avenue and South Lamar. All the aldermen present voting aye, with the exception of Aldermen Addy, Bailey, Taylor, Howell-Atkinson, and Morgan who voted no, Mayor Tannehill declared the motion failed.

5. Consider an executive session.

It was moved by Alderman Morgan, seconded by Alderman Howell-Atkinson to consider an executive session for a personnel issue and 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 Bailey to enter into an executive session for a personnel issue in the Oxford Park Commission and a matter of potential litigation related to a lease. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

6. Adjourn.

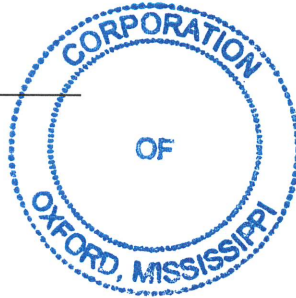
It was moved by Alderman Hyneman, seconded by Alderman Addy to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.



Robyn Tannehill, Mayor



Ashley Atkinson, City Clerk



Ashley Atkinson

From: Robyn Tannehill
Sent: Thursday, August 17, 2023 4:22 PM
To: Reanna Mayoral; Bart Robinson; Kara Giles; Hollis Green; Ashley Atkinson
Subject: Fwd: Ped X-ing

Sent from my iPhone

Begin forwarded message:

From: Lauren Renfroe <lsrenfroe1@gmail.com>
Date: August 17, 2023 at 3:18:51 PM CDT
To: Robyn Tannehill <robyn@oxfordms.net>
Cc: Rick Addy <rick.addy@oxfordms.net>, Kesha Howell Atkinson <kesha.howellatkinson@oxfordms.net>, Preston Taylor <preston.taylor@oxfordms.net>, mark.huelse@oxfordms.net, Jason Bailey <jason.bailey@oxfordms.net>, Brian Hyneman <brian.hyneman@oxfordms.net>, John Morgan <john.morgan@oxfordms.net>
Subject: Ped X-ing

Dear Board of Aldermen,

We wanted to voice our concern over the potential new pedestrian crossing at the corner of Buchanan and S Lamar.

It is our understanding that this was requested by the residents of the neighborhood. We would have liked to have been included in the discussion since we will be directly affected every day if this goes through.

The only way to exit our driveway is on S Lamar. Buchanan becoming a one way street came as a surprise, but we are adjusting (I would sometimes have to turn right on Buchanan and make the block if I ever have to back out into S Lamar.) But the pedestrian crossing with an island and flashing lights seems excessive considering the realistic need. We've lived at 812 S Lamar for over 17 years and have watched the world go by on our front porch at various times of the day, but especially at night. The overwhelming majority of pedestrians are students crossing to go to the market district. We've never witnessed a problem or felt concern for anyone's safety. The only time it's been tricky is on Halloween, and OPD has done a great job slowing traffic down and helping pedestrians. The bigger concern would be that inebriated college kids treat it like the crosswalks on the square and campus and walk out without looking. The speed limit is 35, and traffic is flowing most of the time at this section of S Lamar unless it's a game day or lunch hour.

Another main concern for us in particular is the island that is being proposed. S Lamar is TIGHT without a turn lane. Land has already hit orange cones trying to exit in his (huge) truck and trailer. And landscaping crews are going to struggle too, not to mention emergency vehicles, garbage trucks, service trucks. Has anyone tested the angles with large vehicles/trailers, etc, to see if they can safely turn onto S Lamar from Buchanan? It looks especially difficult for people from the east side trying to take a left.

Lastly, thank you for all you do for our city and your service. Land and I want to do our part to continue to keep Oxford safe and beautiful. We don't want to make your jobs more difficult, but we would like you to please consider our legitimate day in/day out concerns with the location of this crosswalk.

Sincerely,
Lauren and Land Renfroe

Ashley Atkinson

From: Mark Huelse <mrhoxford@gmail.com>
Sent: Tuesday, August 15, 2023 2:55 PM
To: Ashley Atkinson
Subject: Fwd: South Lamar Crosswalk

Sent from my iPhone

Begin forwarded message:

From: Taylor Wilkinson <taylorhwilkinson@yahoo.com>
Date: August 15, 2023 at 1:38:29 PM CDT
To: Mark Huelse <mrhoxford@gmail.com>, Brian Hyneman <brianhyneman@gmail.com>
Subject: South Lamar Crosswalk

Dear Sirs,

I'm writing regarding the new crosswalk at the corner of Buchanan Avenue and South Lamar Boulevard. My husband and I would like to applaud the board for finally providing a safe, and necessary, location for pedestrians to cross. It is not lost on us that there are likely conflicting options about it's design, but we firmly believe it's placement not only benefits pedestrians, but also slows motorists who have historically not noticed or stopped for those trying to cross. The number of students and children crossing South Lamar from Buchanan has grown significantly over the years, and I have personally witnessed and sadly had to participate in what often seems like a game of "chicken," especially on football game weekends.

We certainly take pride in the charm and beauty of our historic downtown area and understand our neighbors might have concerns about general appearance. On that, we look forward to learning more, but again reiterate our overall support for the project.

Regards,
Taylor & Hassell Wilkinson
1588 Buchanan Avenue

Ashley Atkinson

From: Mark Huelse <mrhoxford@gmail.com>
Sent: Tuesday, August 15, 2023 11:19 AM
To: Ashley Atkinson
Subject: Fwd: Crosswalk at buchanan Ave

For the record
Sent from my iPhone

Begin forwarded message:

From: jessica dennis <jjdennis2@yahoo.com>
Date: August 10, 2023 at 8:36:19 PM CDT
To: Mark Huelse <mrhoxford@gmail.com>, Brianhyneman@gmail.com
Subject: Crosswalk at buchanan Ave

Dear Sirs,

I am writing in regards to the proposed crosswalk on S. Lamar Blvd. at the corner of Buchanan Avenue. My husband and I wish to express our support of the crosswalk. Over the past 20 years of living here, we have noticed an increase in traffic and it has become extremely difficult to get across South Lamar. The distance between University Avenue and Highway 6 is approximately .6 miles. This is much too long a distance between two safe crossing spots. There are many students who cross at Buchanan on their way to campus. We have had several tragic accidents in our town over the past few years, involving pedestrians and vehicles. I would urge you to make our town as safe as possible, by installing crosswalks everywhere there is high pedestrian traffic.

Having said that, our town prides itself on its charm and beauty. I think using the minimum signage necessary, would hopefully keep the crosswalk from being unsightly to the houses nearby, as well as incoming South Lamar traffic. Thanks you for your consideration.

Sincerely,
Jessica Dennis
1591 Buchanan Avenue

Sent from my iPhone



Existing View Southbound



Proposed Southbound (lights are located between the Pedestrian Sign and arrow)



North Bound Existing



North Bound with Signs and Lights



OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC:

Date: August 15, 2023

Re: Discuss installation of a crosswalk and pedestrian refuge at the intersection of South Lamar and Buchanan

Staff has received a request to install a crosswalk on South Lamar at the intersection with Buchanan and presents this request for discussion. In consideration of the width of South Lamar Boulevard, a pedestrian refuge or island was recommended by Staff for increased pedestrian safety and in accordance with engineering guidelines for pedestrian safety. A pedestrian refuge provides a space for pedestrians to wait before crossing the next lane of traffic. Staff further planned for the addition of supplemental pedestrian warning beacons, although these are not required by the Manual of Uniform Traffic Control Devices (MUTCD).

Mid-block crossings such as the one proposed can be used 'where the intersections are relatively far apart, where there exists a pedestrian traffic generator or destination, where there is adequate sight distance for both pedestrian and motorist, and where adjacent intersections have large turning volumes which create a situation where it is difficult to cross the street' (Guide for the Planning, Design, and Operation of Pedestrian Facilities). This intersection meets the standards and is reported to be a popular crossing location for students going to and from the Square from neighboring areas.

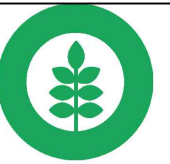
There are two design options provided for discussion, with the difference being the inclusion of the optional pedestrian activated flashing beacon lights. These lights would flash when a pedestrian walks through the detection zone and require no active engagement from the pedestrian. The pedestrian activated lights are not required. Similar lights exist on Molly Barr at CB Webb and on Price at the multi-use path crossing. A rendering of the proposed options is being developed so that the Board can consider the visual impact on the street in addition to the information provided.

During the process of completing plans and beginning work, Staff failed to make appropriate notifications and subsequently present this item for discussions and acknowledges that error. Work to saw-cut the asphalt pavement and excavate for

construction of the island was completed but all work has now been stopped. Should the Board determine the mid-block crosswalk is not acceptable, asphalt can be replaced. ADA compliant sidewalk curb cuts were also constructed in place of the previously existing non-compliant connections to South Lamar and will remain in place.

The intersection does currently meet the engineering guidelines for a mid-block crosswalk. Staff recognizes that the Board may have additional information and considerations beyond the engineering data provided and requests direction regarding the requested installation.

Staff requests direction regarding the installation of a crosswalk, pedestrian refuge and pedestrian activated beacon lights at the intersection of South Lamar and Buchanan.



OXFORD

ENGINEERING
DEPARTMENT

REANNA MAYORAL, P.E.
JOHN CRAWLEY, P.E., ASST.
107 COURTHOUSE SQUARE
OXFORD, MS 38655
662-232-2306

**SOUTH LAMAR BLVD
MID BLOCK CROSSWALK @ BUCHANNAN
OXFORD, MS**



REVISIONS:

DATE:
05/23/2023

DRAWN BY:
JDC

SHEET NO.

1

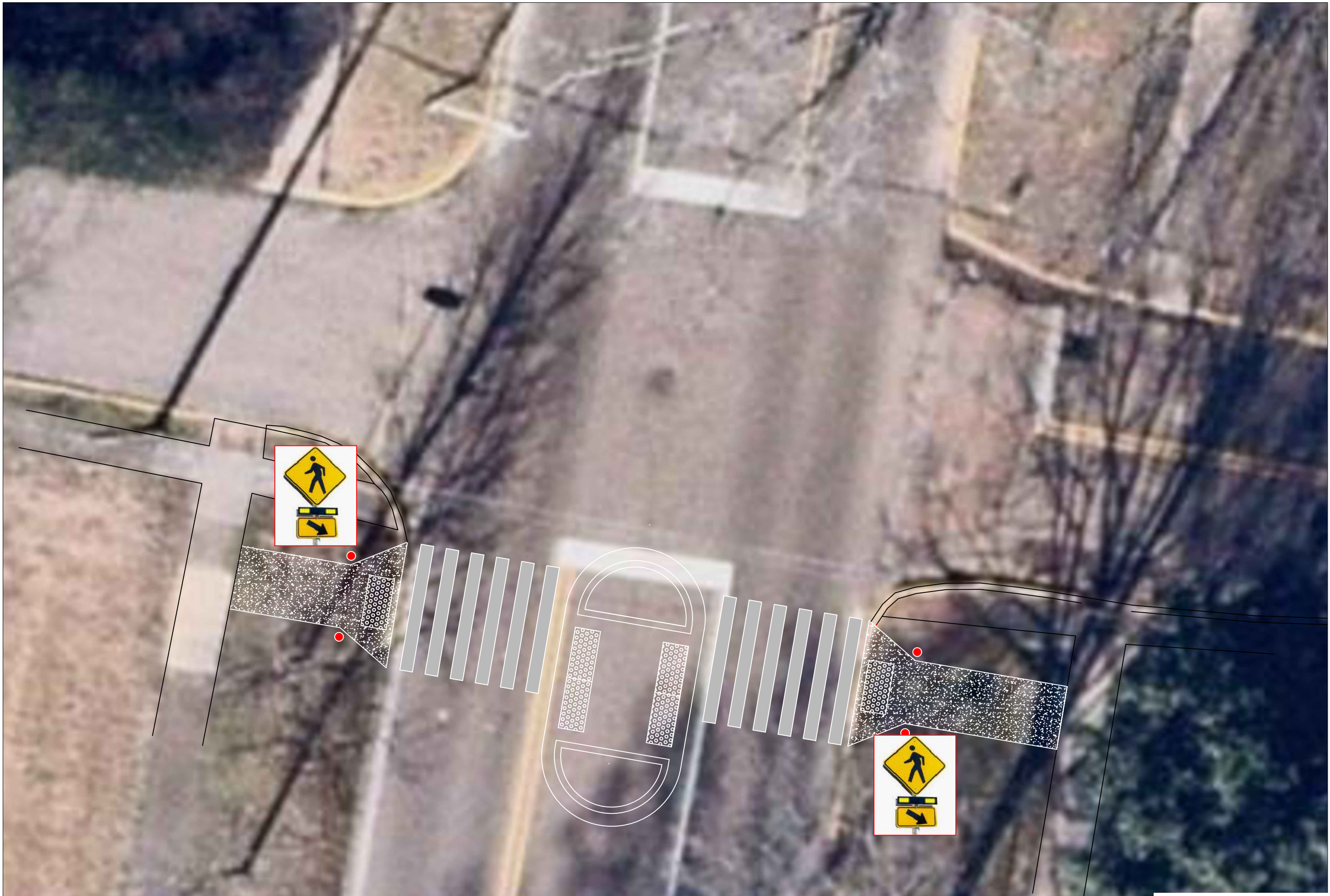


OXFORD

ENGINEERING
DEPARTMENT

REANNA MAYORAL, P.E.
JOHN CRAWLEY, P.E., ASST.
107 COURTHOUSE SQUARE
OXFORD, MS 38655
662-232-2306

**SOUTH LAMAR BLVD
MID BLOCK CROSSWALK @ BUCHANNAN
OXFORD, MS**



REVISIONS:

DATE:

05/23/2023

DRAWN BY:

JDC

SHEET NO.

2







OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Alderman

From: Reanna Mayoral, P.E., City Engineer

CC:

Date: August 21, 2023

Re: Discuss installation of a crosswalk and pedestrian refuge at the intersection of South Lamar and Buchanan

Staff has received a request to install a crosswalk on South Lamar at the intersection with Buchanan and presents this request for continued discussion following the August 15, 2023 meeting. Since the last meeting, pedestrian counts at the location of the proposed crosswalk have been performed from the period of time between 8:00 AM Thursday through Sunday at midnight. A summary of the counts is included with this report and indicates that approximately 20% of the pedestrian traffic walking along South Lamar in this location is crossing the roadway at the proposed crosswalk location. Due to trees along South Lamar blocking visibility, the count does not include any pedestrians that may be crossing on the north side of the intersection. During the time that manual counts were performed, 17% of the total pedestrians crossed the roadway.

In addition to pedestrian counts, additional information regarding the turning radius is included with this memo. The turning radius represents the path that a turning vehicle would follow during a maneuver. There are specific turning radii for each type of vehicle including a passenger car, passenger truck, garbage truck, fire truck, etc. In addition to a typical turning radius developed using engineering software and included with this memo, the turning movements of various vehicles were observed and video clips are available. City vehicles including a knuckle boom, Dodge 3500 work truck towing a 22' trailer (50' total length), and the fire truck were observed making a left turn from Buchanan onto South Lamar without encroaching on the island. A landscape truck (work truck with trailer) and numerous passenger vehicles were observed making the left turn without issue. An 18-wheel truck and the city fire truck were both observed making a right onto Buchanan from the north bound direction without issue and without encroaching onto the island. The fire truck also tested a right turn from Buchanan heading south and did encroach on the center island for this maneuver.

Turning movement counts were observed for traffic turning from Buchanan and heading southbound on South Lamar (both left and right turns). This information is also included with this memo. Total traffic volume on South Lamar is approximated at 13,000 vehicles per day based on Mississippi Department of Transportation counts (counted in 2021 and approximated in 2022). Counts taken on Friday, August 18 were the highest with 39 vehicles turning left and 24 vehicles turning right into the southbound lane.

As previously noted, there are design options provided for discussion. Staff was also asked if the refuge is necessary and provides confirmation that a midblock crosswalk without a refuge can be constructed. Staff confirms that a mid-block crosswalk without the pedestrian refuge is within the engineering standards in consideration of the width of the roadway. The other options previously discussed include a pedestrian refuge, with the difference between the two being the inclusion of the optional pedestrian activated flashing beacon lights. These lights would flash when a pedestrian walks through the detection zone and require no active engagement from the pedestrian. The pedestrian activated lights are not required. Similar lights exist on Molly Barr at CB Webb and on Price at the multi-use path crossing. A rendering of the proposed options is being developed so that the Board can consider the visual impact on the street in addition to the information provided.

The intersection does currently meet the engineering guidelines for a mid-block crosswalk. Staff recognizes that the Board may have additional information and considerations beyond the engineering data provided and requests direction regarding the requested installation.

Staff requests direction regarding the installation of a crosswalk, pedestrian refuge and pedestrian activated beacon lights at the intersection of South Lamar and Buchanan.



OXFORD
DEVELOPMENT
SERVICES

Pedestrian Counts between 8:00 AM Thursday (8/17) and 11:59 PM Sunday 8/20

Thursday beginning at 8:00 AM:

Total on Sidewalks:	118
Total Crossing S. Lamar:	22

Friday:

Total on Sidewalks:	111
Total Crossing S. Lamar:	30

Saturday:

Total on Sidewalks:	96
Total Crossing S. Lamar:	10

Sunday:

Total on Sidewalks:	101
Total Crossing S. Lamar:	24

(Pedestrian Traffic: Peak hours are between 6:00 AM and Noon and equally distributed in direction. Peak direction of travel after midnight is crossing from west to east.)

Turning Movement Counts for Traffic from Buchanan heading southbound

Thursday (Beginning at 11:45 am):

Left Turns onto Buchannan	Right Turns onto Buchannon
26	12

Friday:

Left Turns onto Buchannan	Right Turns onto Buchannon
39	24

Saturday:

Left Turns onto Buchannan	Right Turns onto Buchannon
35	16

Sunday:

Left Turns onto Buchannan	Right Turns onto Buchannon
14	7



OXFORD

ENGINEERING
DEPARTMENT

REANNA MAYORAL, P.E.
JOHN CRAWLEY, P.E., ASST.
107 COURTHOUSE SQUARE
OXFORD, MS 38655
662-232-2306

**SOUTH LAMAR BLVD
MID BLOCK CROSSWALK @ BUCHANNAN
OXFORD, MS**

REVISIONS:

DATE:
05/23/2023

DRAWN BY:
JDC

SHEET NO.

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